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Pursuant to article 2, paragraph 3, of Italian law No. 130 of 30 April 1999

Asti Group PMI S.r.l.

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

€700,000,000 Class A Asset Backed Floating Rate Notes due 2080

Issue Price: 100 per cent.

This Prospectus contains information relating to the issue by Asti Group PMI S.r.l. (the "**Issuer**") of the €700,000,000 Class A Asset Backed Floating Rate Notes due 2080 (the "**Class A Notes**"). In connection with the issue of the Class A Notes, the Issuer will also issue €485,339,000 Class B Asset Backed Floating Rate Notes due 2080 (the "**Junior Notes**" and, together with the Class A Notes, the "**Notes**"). The Junior Notes will be subscribed by Cassa di Risparmio di Asti S.p.A., having its registered office at piazza Libertà, 23, 14100 Asti, Italy ("**C.R.Asti**"), and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A., having its registered office at via Carso, 15, 13900, Biella, Italy ("**Biver**" and, together with C.R.Asti, the "**Originators**" and, any of them, the "**Originator**").

The Issuer is a limited liability company with sole quotaholder (*società a responsabilità limitata con socio unico*) incorporated under the laws of the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"), having its registered office at via Eleonora Duse, 53, 00197 Rome, Italy and is registered in the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation of the Bank of Italy dated 1 October 2014 under number 35330.0. The tax and identification number (*codice fiscale*) and VAT number of the Issuer is 14109461005.

This Prospectus is issued pursuant to article 2, paragraph 3 of the Securitisation Law and constitutes a prospectus (*prospetto informativo*) for all Classes of Notes in accordance with the Securitisation Law. **The Junior Notes are not being offered pursuant to this Prospectus**. Capitalised terms and expressions in this Prospectus shall, unless otherwise stated or the context otherwise requires, have the meanings set out herein and under the section headed "*Terms and Conditions of the Notes*".

The proceeds of the issue of the Notes will be applied by the Issuer to fund the purchase of a pool of monetary claims and other connected rights arising from two initial portfolios of (i) *fondiari* mortgage loans (*mutui fondiari*), (ii) *ipotecari* mortgage loans (*mutui ipotecari*) and (iii) unsecured loans (*mutui chirografari*) (the "**Initial Claims**") granted by the Originators. The Initial Claims have been transferred from the Originators to the Issuer pursuant to the terms of two transfer agreements dated 31 January 2017 and amended on or about the Issue Date (the "**Transfer Agreements**" and each of them a "**Transfer Agreement**"). Pursuant to the Transfer Agreements, during the Revolving Period, each Originator may, subject to the satisfaction of certain conditions and in accordance with the terms and conditions provided for in the Transaction Documents (as defined below), sell to the Issuer, on a quarterly basis, additional pools of monetary claims and other connected rights (the "**Subsequent Claims**", and, together with the Initial Claims, the "**Claims**") arising from additional portfolios of (i) *fondiari* mortgage loans (*mutui fondiari*), (ii) *ipotecari* mortgage loans (*mutui ipotecari*) and (iii) unsecured loans (*mutui chirografari*) granted by the relevant Originator having substantially the same characteristics as the Initial Portfolio. The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes will be collections received in respect of the Claims.

Interest on the Notes is payable by reference to successive interest periods (each an "**Interest Period**"). Interest on the Notes will accrue on a daily basis and will be payable in arrear in euro on 31 July 2017, being the first Interest Payment Date (as defined below), and thereafter quarterly in arrear on the twenty-ninth calendar day of October, January, April and July in each year (in each case, subject to adjustment for non-business days as set out in Condition 6 (*Interest*). The rate of interest applicable to the Class A Notes for each Interest Period shall be the rate offered in the euro-zone inter-bank market ("**EURIBOR**") for three-month deposits in euro (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three - and six - month deposits in euro) (as determined in accordance with Condition 6 (*Interest*)), plus a margin of 0.75 per cent. per annum, provided that such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped to and shall not in any event be higher than 3.50 per cent. per annum and lower than zero.

This Prospectus constitutes a prospectus for the purposes of article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the "**Prospectus Directive**") and the relevant implementing measures in the Grand Duchy of the Luxembourg. This Prospectus will be available on the Luxembourg Stock Exchange website at www.bourse.lu.

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 relating to prospectuses for securities, for the approval of this Prospectus as a prospectus for the purpose of article 5.3 of the Prospectus Directive. CSSF gives no undertaking as to the economic and financial soundness of the transaction described in this Prospectus and the quality or solvency of the Issuer in line with the provisions of article 7(7) of the Luxembourg law on prospectuses for securities. Application has also been made to the Luxembourg Stock Exchange for the Class A Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on its Regulated Market. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments. No application has been made to list the Junior Notes on any stock exchange nor will this Prospectus be approved by the CSSF in relation to the Junior Notes.

The Class A Notes are expected, on issue, to be rated "A(high)(sf)" by DBRS Ratings Limited ("**DBRS**") and "A2(sf)" by Moody's Investors Service Inc. ("**Moody's**" and, together with DBRS, the "**Rating Agencies**", which expression shall include any successor thereto). A credit 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 or all of the Rating Agencies. The credit ratings included or referred to in this Prospectus have been issued by DBRS or Moody's, each of which is established in the European Union and each of which is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended, *inter alia*, by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 and by Regulation (EU) No. 462/2013 of the European Parliament and of the Council of 21 May 2013 (the "**CRA Regulation**") and is included, as of the date of this Prospectus, in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs (for the avoidance of doubt, such website does not constitute part of this Prospectus). The Junior Notes will not be assigned a rating.

Payments under the Notes may be subject to withholding for or on account of tax, or to a substitute tax, in accordance with Italian legislative decree No. 239 of 1 April 1996, as subsequently amended. Upon the occurrence of any withholding for or on account of tax, whether or not in the form of a substitute tax, from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount to any holder of Notes of any Class.

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, the Representative of the Noteholders, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Corporate Servicer, the Computation Agent, the Servicers and the Back-up Servicer (each as defined below in "*Transaction Overview - The Principal Parties*"), Cassa di Risparmio di Asti S.p.A. (in any capacity), Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. (in any capacity), the Class A Notes Subscribers, the Arranger, the Junior Notes Subscribers (each of them as defined below) or the quotaholder(s) of the Issuer. 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.

The Notes are issued in bearer form and will be held in dematerialised form on the terms of, and subject to, the Conditions on behalf of the beneficial owners, until redemption and cancellation thereof, by Monte Titoli S.p.A., with its registered office at piazza Affari, 6, 20123 Milan, Italy ("**Monte Titoli**") for the account of the relevant Monte Titoli Account Holders. The expression "**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 Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**"). The Notes will be deposited by the Issuer with Monte Titoli on 15 March 2017 (the "**Issue Date**"), will be in bearer form, will be at all times in book entry form and title to the Notes will be evidenced by book entry in accordance with the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February and with regulation issued by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Notes.

The Notes will mature on the Interest Payment Date which falls in October 2080 (the "**Maturity Date**"), subject as provided in Condition 8 (*Payments*). Before the 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 7 (*Redemption, purchase and cancellation*)).

The Class A Notes will be redeemed in priority to the Junior Notes.

If the Class A Notes and/or the Junior Notes cannot be redeemed in full on the Maturity Date as a result of the Issuer having insufficient funds available to it in accordance with the terms and conditions of the Notes (the "**Conditions**" and each, a "**Condition**") for application in or towards such redemption, including the proceeds of any sale of Claims, any amount unpaid shall remain outstanding and the Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date (as defined below), at which date any amounts remaining outstanding in respect of principal or interest on the Notes shall be reduced to zero and deemed to be released by the holder of the relevant Notes and the Notes shall be cancelled. The Issuer has no assets other than those described in this Prospectus.

Each of the Originators will retain a material net economic interest of at least 5% in the Securitisation in accordance with Article 405, paragraph 1, letter (d) of EU Regulation No. 575/2013 (as subsequently amended and supplemented, the "**CRR**"), article 51 of Commission Delegated Regulation No. 231/2013 (as subsequently amended and supplemented, the "**Alternative Investment Fund Manager Regulation**" or the "**AIFMR**" (which, in each case, does not take into account any corresponding national measures) and article 254, paragraph 2, letter (d) of the Commission Delegated Regulation (EU) 2015/35 of the European Parliament and of the Council of 10 October 2014, supplementing Directive 2009/138/EC of the European Parliament and of the Council (as subsequently amended and supplemented, the "**Solvency II Regulation**"). As at the Issue Date, such interest will comprise an interest in the Junior Notes as required by article 405, paragraph 1, letter (d) of the CRR, article 51 of the AIFMR and article 254, paragraph 2(d) of the Solvency II Regulation. Any change to this manner in which this interest is held will be notified to investors. Please refer to the section "*Regulatory Disclosure and Retention Undertaking*" for further information.

The date of this Prospectus is 14 March 2017.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Class A Notes and the Junior Notes see the section entitled "*Risk factors*" beginning on page 1.

Arranger
UniCredit Bank AG

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This Prospectus comprises a prospectus for the purposes of article 5.3 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and the Class A Notes which according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

None of the Issuer, the Representative of the Noteholders, UniCredit Bank AG (the "**Arranger**") or any other party to any of the Transaction Documents (as defined below), other than the Originators, has undertaken or will undertake any investigations, searches or other actions to verify the details of the Claims sold by the Originators to the Issuer, nor have the Issuer, the Representative of the Noteholders, the Arranger or any other party to any of the Transaction Documents, other than the Originators, undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any debtor in respect of the Claims.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains or incorporates all information which is material in the context of the issuance and offering of the Notes, that the information contained or incorporated in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts the omission of which would make this Prospectus or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

Each of C.R.Asti (for the C.R.Asti Claims) and Biver (for the Biver Claims) has provided the information under the sections headed "*The Portfolio*", "*The Originators and Servicers*", "*The Credit and Collection Policies*" and any other information contained in this Prospectus relating to itself, the collection and underwriting procedures relating to the Portfolio, the relevant Claims, the relevant Loans (as defined below) and relevant mortgages and, together with the Issuer, accepts responsibility for the information contained in those sections. Each of C.R.Asti (for the C.R.Asti Claims) and Biver (for the Biver Claims) has also provided the historical data used as assumptions to make the calculations contained in the section headed "*Estimated Weighted Average Life of the Class A Notes and assumptions*" on the basis of which the information and assumptions contained in the same section have been extrapolated and, together with the Issuer, accepts responsibility for such historical data. The Issuer accepts responsibility for the other information and assumptions contained in such section as described above. To the best of the knowledge of C.R.Asti and Biver (having taken all reasonable care to ensure that such is the case) the information and data in relation to which each is responsible as described above are in accordance with the facts and do not contain any omission likely to affect the import of such information and data. Each of C.R.Asti and Biver also accepts responsibility for the information contained in the section of this Prospectus headed "*Regulatory Disclosure and Retention Undertaking*" (but not, for the avoidance of doubt, any information set out in the sections referred to therein). To the best of the knowledge and belief of C.R.Asti and Biver, which have taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and contains no omission likely to affect the import of such information.

BNP Paribas Securities Services, Milan Branch has provided the information under the section headed "*The Transaction Bank, the Agent Bank, the Computation Agent, the Italian Paying Agent and the Representative of the Noteholders*" below and, together with the Issuer, accepts responsibility for the information contained in that section and, to the best of the knowledge and belief of BNP Paribas Securities Services, Milan Branch (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and contains no omission likely to affect its import. Save as aforesaid, BNP Paribas Securities Services, Milan Branch has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

Save for the parties accepting responsibility for the information included in this Prospectus as stated above, no other party to the Transaction Documents accepts responsibility for 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 Class A Notes Subscribers, the Junior Notes Subscribers, the Arranger, the

Representative of the Noteholders, the Issuer, the Back-up Servicer, the Corporate Servicer, the quotaholder of the Issuer, Cassa di Risparmio di Asti S.p.A. (in any capacity), Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. (in any capacity), the Transaction Bank or any other person. Neither the delivery of this Prospectus nor any sale of the Notes shall, under any circumstances, constitute a representation or imply that there has been no change in the affairs of the Issuer or the Arranger or the Originators 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 hereof.

To the fullest extent permitted by law, the Arranger accepts no responsibility whatsoever for the contents of this Prospectus or for any other statement made or purported to be made by the Arranger, or on its behalf, in connection with the Issuer or Cassa di Risparmio di Asti S.p.A. or Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. or the issue and offering of the Notes. The Arranger accordingly disclaims all and any liability, whether arising in tort or contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any such statement.

This Prospectus does not constitute an offer, and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The Arranger and the Representative of the Noteholders have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by the Class A Notes Subscribers, the Junior Notes Subscribers, the Arranger and the Representative of the Noteholders or any of them as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer or Cassa di Risparmio di Asti S.p.A. or Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. in connection with the Notes or their distribution.

The Notes constitute limited recourse obligations of the Issuer. Each Note will be secured, in each case, over certain of the assets of the Issuer pursuant to and as more fully described in the section entitled "*The Other Transaction Documents*", below. Furthermore, by operation of Italian law, the Issuer's right, title and interest in and to the Claims 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, to pay any costs, fees, expenses and other amounts required to be paid to the Corporate Servicer, the Representative of the Noteholders, the Computation Agent, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Arranger, the Servicers, the Back-up Servicer, the Subordinated Loan Providers, the Class A Notes Subscribers, the Junior Notes Subscribers, the quotaholder of the Issuer, C.R.Asti (in any capacity) and Biver (in any capacity) and to any third-party creditor in respect of any costs, fees, expenses or liabilities incurred by the Issuer to such third-party creditor in relation to the securitisation of the Claims contemplated by this Prospectus (the "**Securitisation**"). Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payments of any amount due on the Notes. Amounts derived from the Claims will not be available to any other creditors of the Issuer and will be applied by the Issuer in accordance with the applicable order of priority for the application of Issuer Available Funds (as defined below).

The distribution of this Prospectus and the offer, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Arranger to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, and may not 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.

This Prospectus and any other information supplied in connection with the issue of the Notes is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, Cassa di Risparmio di Asti S.p.A. (in any capacity), Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. (in any capacity), the Arranger, the Class A Notes Subscribers or the Junior Notes Subscribers that any recipient of this Prospectus, or of any other information supplied in connection with the issue of the Notes, should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the Claims, the Portfolio and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), are in bearer form and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act). For a further description of certain restrictions on the offering and sale of the Notes and on the distribution of this Prospectus, see "*Subscription and sale*", below.

The Notes may not be offered or sold directly or indirectly, and neither this Prospectus nor any other offering circular nor any prospectus, form of application, advertisement, other offering material nor 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 United Kingdom and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. No action has or will be taken which could allow an offering (*offerta al pubblico*) of the Notes to the public in the Republic of Italy. For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus, see "*Subscription and sale*", below.

The Notes are complex instruments which involve a high degree of risk and are suitable for purchase only by sophisticated investors which are capable of understanding the risk involved. In particular the Notes should not be purchased by or sold to individuals and other non-expert investors.

No action has or will be taken which would allow an offering (or a "*sollecitazione all'investimento*") 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. Accordingly, the Notes may not be offered, sold or delivered and neither this Prospectus nor any other offering material relating to the Notes may be distributed or made available to the public in the Republic of Italy. Individual sales of the Notes to any persons in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable laws and regulations.

Each initial and each subsequent purchaser of a Note will be deemed, by its acceptance of such Note, to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases. See "*Subscription and sale*", below.

All references in this Prospectus to "**Euro**", "**€**" and "**euro**" refer to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended.

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.

TABLE OF CONTENTS

RISK FACTORS 1

TRANSACTION OVERVIEW 32

STRUCTURE DIAGRAM 81

CREDIT STRUCTURE 82

THE PORTFOLIO 85

THE ORIGINATORS AND SERVICERS 96

THE CREDIT AND COLLECTION POLICIES 102

THE ISSUER'S BANK ACCOUNTS 110

TERMS AND CONDITIONS OF THE NOTES 112

USE OF PROCEEDS 178

THE ISSUER 179

THE TRANSACTION BANK, THE AGENT BANK, THE COMPUTATION AGENT, THE ITALIAN PAYING AGENT AND THE REPRESENTATIVE OF THE NOTEHOLDERS 181

THE AGENCY AND ACCOUNTS AGREEMENT 182

THE TRANSFER AGREEMENTS 188

THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT 208

THE WARRANTY AND INDEMNITY AGREEMENTS 214

THE OTHER TRANSACTION DOCUMENTS 216

ESTIMATED WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES AND ASSUMPTIONS 218

TAXATION IN THE REPUBLIC OF ITALY 220

SUBSCRIPTION AND SALE 228

REGULATORY DISCLOSURE AND RETENTION UNDERTAKING 231

GENERAL INFORMATION 233

INDEX OF DEFINED TERMS 236

RISK FACTORS

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. 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.

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. Words and expressions defined in the Conditions or elsewhere in this Prospectus have the same meanings in this section.

Risk factors in relation to the Notes

Absence of secondary market and limited liquidity

Although application has been made for the Class A Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on its regulated market, there is not, at present, an active and liquid secondary market for the Class A Notes and the Junior Notes. There can be no assurance that a secondary market for any of the Notes will develop, or, if a secondary market does develop in respect of any of the Notes, that it will provide the holders of such Notes with liquidity of investments or that it will continue until the final redemption or cancellation of such Notes. Consequently, any purchaser of the Notes must be prepared to hold such notes until the Maturity Date. Illiquidity means that a holder of the Class A Notes may not be able to find a buyer to buy its Class A Notes readily or at prices that will enable the holder of the Class A Notes to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Class A Notes. Consequently, any sale of Class A Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Class A Notes. Any Class of Notes may experience illiquidity, although generally illiquidity is more likely to occur in respect of Classes that are especially sensitive to prepayment, credit or interest rate risk or that have been structured to meet the investment requirements of limited categories of Noteholders.

The Notes will not be registered under the Securities Act and will be subject to significant restrictions on resale in the United States. The Junior Notes will not be listed on any regulated market.

In addition, prospective holders of the Class A Notes should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Class A Notes. The price of credit protection on asset backed securities through credit derivatives has risen materially. As a result of the current liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Notes to investors.

Moreover, the current liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Class A Notes. While it is possible that the current liquidity crisis may soon abate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Class A Notes will recover at the same time or to the same degree as such other recovering global credit market sectors. It is not known for how long these market conditions will continue and it cannot be assured that these market conditions will not continue to occur or whether they will become more severe.

There exist significant additional risks for the Issuer and investors as a result of the current crisis.

These risks include, among others, (i) the likelihood that the Issuer will find it harder to dispose of the Claims in accordance with the Transaction Documents, (ii) the possibility that, on or after the Issue Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price, (iii) the increased illiquidity and price volatility of the Class A Notes as there is currently no secondary trading in asset-backed securities and (iv) a reduction in enforcement recoveries. These additional risks may affect the returns on the Class A Notes to investors.

Class A Notes as Eligible Collateral for ECB Liquidity and/or Open Market Transactions

Following issuance of the Class A Notes application may be made to a central bank in the Eurozone to record the Class A Notes as eligible collateral, within the meaning of the guidelines of the European Central Bank (the "**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework, as subsequently amended and supplemented, for liquidity and/or open market transactions carried out with such central bank. The relevant central bank will ultimately assess and confirm whether the Class A Notes qualifies as eligible collateral for liquidity and/or open market operations in accordance with its policies and it will not confirm their eligibility prior to their issuance. However, following admission of the Class A Notes as eligible collateral for liquidity and/or open market operations, the relevant central bank may at any time amend or withdraw any such approval. None of the Issuer, the Originators or the Arranger gives any representation or warranty as to whether the relevant central bank will ultimately confirm the eligibility of the Class A Notes and none of the Issuer, the Originators or the Arranger will have any liability or obligation in relation thereto if the Class A Notes are deemed ineligible for such purposes.

ECB Asset-Backed Securities Purchase Programme

On 4 September 2014 the ECB launched its asset-backed securities purchase programme (the "**ABSPP**"). The operational details and technical modalities have been provided by the Governing Council of the ECB on 2 October 2014. According to the ABSPP the ECB will be entitled to purchase in both primary and secondary markets senior and guaranteed mezzanine tranches of asset-backed securities complying with specific eligibility criteria set forth by the ECB.

None of the Issuer, the Originators or the Arranger gives any representation or warranty as to whether the ECB will ultimately confirm the eligibility of the Class A Notes for the purpose of the ABSPP and none of the Issuer, the Originators or the Arranger will have any liability or obligation in relation thereto if the Class A Notes are deemed ineligible for such purposes.

Suitability

Structured securities, such as the Notes, are sophisticated financial instruments, which can involve a significant degree of risk. Prospective investors in any Class of the Notes should ensure that they understand the nature of such Notes and the extent of their exposure to the relevant risks. Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluation of the investment.

Investment in the Notes is only suitable for investors who:

1. have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes;
2. have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation;
3. are capable of bearing the economic risk of an investment in the Notes; and
4. recognise that it may not be possible to dispose of the Notes for a substantial period of time, if at all.

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.

Prospective investors in the Notes should not rely on or construe any communication (written or oral) of the Issuer, the Originators, the Arranger nor the Class A Notes Subscribers or the Junior Notes Subscribers as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the Conditions shall not be considered to be investment advice or a recommendation to invest in the Notes.

No communication (written or oral) received from the Issuer, the Arranger, the Originators, the Class A Notes Subscribers or the Junior Notes Subscribers or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Notes.

Performance of the Portfolio

The Initial Portfolio comprises (i) commercial mortgage loans which qualify as *mutui fondiari,* (ii) commercial mortgage loans which qualify as *mutui ipotecari* and (iii) commercial unsecured loans (*crediti chirografari*) granted to small and medium sized enterprises and corporates which were classified as performing (*crediti in bonis*) by the Originators in accordance with the Bank of Italy's supervisory regulations as at the Initial Valuation Date. See "*The Portfolio*" below. Any Subsequent Portfolio (if any) is also required to be comprised of (i) commercial mortgage loans which qualify as *mutui fondiari*, (ii) commercial mortgage loans which qualify as *mutui ipotecari* and (iii) commercial unsecured loans (*crediti chirografari*) granted to small and medium sized enterprises and corporates which are classified as performing (*crediti in bonis*) by the relevant Originator in accordance with the Bank of Italy's supervisory regulations as at the relevant Valuation Date. There can be no guarantee that the Borrowers will not default under such Loans or that they will continue to perform thereunder. It should be noted that adverse changes in economic conditions may affect the ability of the Borrowers to repay the Loans.

The recovery of overdue amounts in respect of the Loans will be affected by the length of enforcement proceedings in respect of the Portfolio, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken. Factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Loans and the Mortgages; (ii) obtaining title deeds from land registries which are in the process of digitising their records can take up to two or three years; and (iii) further time is required for the proceedings if it is necessary to obtain a payment injunction (*decreto ingiuntivo*) and if the Borrower raises a defence or counterclaim to the proceedings. In the Republic of Italy it takes an average of six to seven years from the time lawyers commence enforcement proceedings to the time an auction date is set for the forced sale of any assets. In this respect, it is to be taken into account that Italian law No. 302 of 3 August 1998 and law No. 80 of 14 May 2005, as subsequently amended, allowed notaries and certain lawyers and chartered accountants (*commercialisti*) to conduct certain stages of the foreclosure procedures in place of the courts and is expected to reduce the length of foreclosure proceedings. Furthermore Italian law decree No. 132 of 12 September 2014 (the "**Law Decree No. 132**"), converted into law No. 162 of 10 November 2014, introduced a number of provisions with a view to shorten the length of enforcing proceedings, among which the provisions relating to the filing of the enforcement procedure enrolment (*nota di iscrizione a ruolo*) by the proceeding creditor (article 18 of Law Decree No. 132).

Recovery proceeds may also be affected by, among other things, a decline in property values. No assurance can be given that the values of the mortgaged properties have remained or will remain at the same level as on the dates of origination of the related Loans. If the commercial property market in the Republic of Italy experiences an overall decline in property values, such a decline could, in certain circumstances, result in the value of the security created by the Mortgages being significantly reduced and, ultimately, may result in losses to the Noteholders.

Insurance policies

The properties mortgaged as security for the Loans which qualify as "*mutui ipotecari*" and "*mutui fondiari*" are covered either by individual policies entered into between the relevant Borrower and the relevant insurance company or collective policies entered into between the Originators and the relevant insurance company. Both the individual policies and the collective policies cover, *inter alia*, the risk of loss of the mortgaged properties as a consequence of certain human and natural events. The insured amount under the individual policies and the collective policies is limited to the costs of reconstruction of the real estate asset as estimated by the assessment made by an expert and might be lower than the appraised value of the real estate

asset. In addition, there is a risk that, following the loss of the mortgaged property and default of the relevant Borrower, the Issuer receives, in certain circumstances, from the insurance company an amount that is lower than the amounts than due by the relevant Borrowers (*e.g.* interest payments, costs, penalties etc.) under the Loans which qualify as "*mutui ipotecari*" and "*mutui fondiari*".

Renegotiation of Loans

Under each Transfer Agreement, the relevant Originator has the right to agree on a request of renegotiation of, *inter alia*, the interest rate calculation method, or the duration of the amortisation plan of a Loan, or the suspension of the payment of the instalments, or of the principal component of the instalments, due under the amortisation plan of the Loans, advanced by the relevant Borrower, subject to certain circumstances being met. A request to renegotiate the interest rate calculation method and the duration of the amortisation plan of a Loan may be agreed upon by the relevant Originator if certain conditions are met, among which, the outstanding principal amount of the Loans that have already been subject to such renegotiations does not exceed an aggregate of, respectively, 13 and 5 per cent. of the Outstanding Principal of all the relevant C.R.Asti Claims or, as applicable, Biver Claims as at the Initial Valuation Date. Furthermore, a request of suspension of the payment of the instalments, or of the principal component of the instalments, due under the amortisation plan of a Loan may be agreed upon by the relevant Originator if, among others, the outstanding principal amount of the Loans that have already been subject to such renegotiation does not exceed an aggregate of 10 per cent. of the Outstanding Principal of all the relevant C.R.Asti Claims or, as applicable, Biver Claims as at the Initial Valuation Date.

The thresholds above will apply to voluntary renegotiations only (*i.e.* renegotiations which (i) do not result from the provisions of mandatory primary or secondary regulations or the banking supervisory authorities and (ii) should become mandatory to the relevant Originator as a result of its voluntary adhesion to the relevant legislative/regulatory provision).

As a consequence of the renegotiations, the composition of the Portfolio, as determined at the Initial Valuation Date, may change. See "*The Portfolio*".

Loans with a "constant instalment" amortisation profile

A percentage of floating rate Loans comprised in the Portfolio provides for an amortisation profile whereby instalments in respect of each Loan are constant throughout the life of the Loan. In case of an increase in the floating rate interest, the amount of principal comprised in the constant instalments would be reduced and the amortisation plan would be extended accordingly. In addition most of the Loans with a "constant instalment" amortisation profile have the so called "renegotiation clause" according to which should, following an increase in the floating rate interest, (A) on the maximum expiry date of the mortgage loan, the amount of principal falling due in occasion of the last instalment, be higher than Euro 10,000 or (B) on the date when the instalment falls due, the interest component of such instalment be higher than the total due amount of that instalment, the amount of each constant instalment still due (including the outstanding instalment) will be re-computed, taking into account the residual principal amount of the loan at that time, the new rate of interest and the maximum duration of the amortisation plan originally agreed in the loan agreement.

As at the Initial Valuation Date, the Loans with a "constant instalment" amortisation profile represent, in terms of Outstanding Principal, approximately 0.53 per cent. of the Initial Portfolio. See "*The Portfolio*".

No independent investigation in relation to the Portfolio

None of the Issuer, the Arranger nor any other party to the Transaction Documents (other than the Originators) has undertaken or will undertake any loan file review, searches or other actions to verify the details of the Claims and the Portfolio, nor has any such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Borrowers or any other debtor thereunder. There can be no assurance that the assumptions used in modelling the cash flows of the Claims and the Portfolio accurately reflects the status of the underlying Loans.

The Issuer will rely instead on the representations and warranties given by the Originators in the Warranty and Indemnity Agreements and in the Transfer Agreements. 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 Claim will be the requirement that the relevant Originator indemnifies the Issuer for the damage deriving

therefrom or repurchases the relevant Claim. See "*The Warranty and Indemnity Agreements*" below. Such indemnification obligations undertaken by the relevant Originator are unsecured claims and there can be no assurance that the relevant Originator will have the financial resources to honour such obligations.

The parties to each Warranty and Indemnity Agreement have expressly agreed, pursuant to clause 9 thereof, that claims for a breach of representation or warranty given by the relevant Originator may be pursued against the relevant Originator until two years and one day after the earlier of (i) the day on which the Notes have been paid in full and (ii) the Cancellation Date. However, there is a possibility that legal actions initiated for breach of some representations or warranties are nonetheless subject to a one-year statutory limitation period if article 1495 of the Italian civil code (which regulates ordinary sales contracts (*contratti di compravendita*)) is held to apply to the Warranty and Indemnity Agreements.

Liquidity and credit risk

The Issuer is subject to the risk of delay arising between the receipt of payments due from Borrowers and the scheduled Interest Payment Dates. The Issuer is also subject to the risk of, *inter alia*, default in payment by the Borrowers and failure by the Servicers to collect or recover sufficient funds in respect of the Claims in order to enable the Issuer to discharge all amounts payable under the Notes. These risks are mitigated in respect of the Class A Notes only (A) by the credit support provided to the Class A Notes by the subordination of the Junior Notes; and (B) by the liquidity and, to a lesser extent, credit support provided in respect of the Class A Notes by the Cash Reserve.

However, in each case, there can be no assurance that the levels of credit support and liquidity support provided will be adequate to ensure punctual and full receipt of amounts due under the Notes.

Interest rate risk

The Issuer expects to meet its obligations under the Class A Notes primarily from Collections in respect of the Claims. The interest component of such Collections may have no correlation to EURIBOR.

No hedge transactions have been entered into by the Issuer in order to hedge any interest rate risk and, as a result of such unhedged mismatch, a change in the level of the EURIBOR could adversely impact the ability of the Issuer to make payments on the Class A Notes and the Junior Notes.

However, prospective investors' attention is drawn to the fact that, in such circumstances, if the Issuer is not able to make payments due on the Notes, such non-payment could constitute an Event of Default and enable the Representative of the Noteholders to serve to the Issuer an Issuer Acceleration Notice in respect of the Notes.

Reform of LIBOR and EURIBOR and regulation of other "benchmarks"

The London Inter-Bank Offered Rate ("**LIBOR**"), the EURIBOR and other rates and indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any notes linked to such a "benchmark" (such as the Class A Notes and the Junior Notes which are linked to EURIBOR).

Key international regulatory initiatives relating to the reform of "benchmarks" include (i) IOSCO's Principles for Oil Price Reporting Agencies (October 2012) and Principles for Financial Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**"), (ii) Financial Stability Board's ("**FSB**") report on Reforming Major Interest Rate Benchmarks, (iii) ESMA-EBA's Principles for the benchmark-setting process (June 2013) and (iv) the EU Regulation No 2016/2011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"), which was published in the official journal on 29 June 2016. Most of the provisions of the Benchmark Regulation will apply from 1 January 2018 with the exception of (i) provisions specified in article 59 (mainly on critical benchmarks) that apply from 30 June 2016; and (ii) article 56 (which amended articles 19, 35 and 38 of the EU Market Abuse Regulation (Regulation (EU) No 596/2014) ("**MAR**")) and applied from 3 July 2016.

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering (among other things) governance and accountability as well as the quality, integrity and transparency of a benchmark's design, determination and methodology. A first review published by IOSCO in July 2014 and a second review published by IOSCO in February 2016 of the status of the voluntary market adoption of the IOSCO Benchmark Principles, each noted that administrators have proactively engaged in addressing the issues raised and contained recommendations in order to strengthen the implementation of the IOSCO Benchmark Principles. The second review also recommended that relevant national authorities monitor the progress made to implement the recommendations. In December 2016 IOSCO published high level guidance on the statements of compliance with the IOSCO Benchmark Principles that administrators of benchmarks are expected to publish.

In July 2014 the FSB published a report on Reforming Major Interest Rate Benchmarks. This report, which was published in conjunction with the findings of the first review of the IOSCO Benchmark Principles and a report by the Market Participants Group, called on the IBOR administrators to address the recommendations arising from the first review of the IOSCO Benchmark Principles and made additional recommendations around underpinning the benchmarks, to the greatest extent possible, in transaction data — this process was referred to as IBOR+ — and developing alternative risk-free rates. A first progress report was published in July 2015, followed by a further progress report in July 2016. The 2016 progress report found that the IBOR administrators have continued to take important steps towards implementing the FSB's recommendations to strengthen the existing benchmarks through adapting their methodology to underpin the rates with transaction data to the extent possible. However, while substantial progress has been made, the reforms of the IBORs have not been completed. The 2016 report found that administrators should now focus on transition and decide how to anchor rates in transactions and objective market data as far as practicable. The FSB is monitoring progress in implementing the work plan on reform of major interest rate benchmarks and is expected to issue a final report by the end of 2017.

The Benchmark Regulation applies to "contributors", "administrators" and "users" of "benchmarks" in the EU, and among other things, will (i) require benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EUbased, to be subject to equivalent requirements) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised/registered (or, if non EU based, deemed equivalent or recognised or endorsed). The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices, applies to many interest rate and foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue or via a systematic internaliser, financial contracts and investment funds.

The Benchmark Regulation could have a material impact on any Notes traded on a trading venue or via a "systematic internaliser" linked to a "benchmark" index, including in any of the following circumstances:

(a) an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or registration or, if based in a non-EU jurisdiction, the administrator is not recognised as equivalent or recognised or endorsed and the transitional provisions do not apply; and

(b) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Either of the above could potentially lead to the Notes being de-listed, adjusted or redeemed early or otherwise impacted depending on the particular "benchmark" and the applicable terms of the Notes.

More broadly, any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to

the disappearance of certain "benchmarks". By way of example, the disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" may result in an adjustment to the terms and conditions of the Notes, early redemption, valuation by the Computation Agent, delisting or other consequences, depending on the specific provisions of the relevant terms and conditions applicable to the Notes.

In addition to the international proposals for reform of "benchmarks" described above, there are numerous other proposals, initiatives and investigations which may impact "benchmarks". For example, there have been global investigations into the potential manipulation of LIBOR and related interest rates, ISDAFIX (now restructured and re-named the ICE Swap Rate) and foreign exchange rate "benchmarks", which may result in further regulation and restructuring of these "benchmarks". MAR's market manipulation offence extends to the manipulation of benchmarks (as defined in MAR) and as of 3 January 2019, Market in Financial Instruments Regulation ((EU) Regulation No 600/2014) will introduce requirements relating to non-discriminatory access to benchmarks by central counterparties and trading venues for the purposes of trading and clearing.

Any of the above changes or any other consequential changes to LIBOR, EURIBOR or any other "benchmark" as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to a "benchmark".

Noteholders' directions and resolutions in respect of early redemption of the Notes

In a number of circumstances, the Notes may become subject to early redemption. Early redemption of the Notes as a result of some circumstances may be dependent upon receipt by the Representative of the Noteholders of a direction from, or a resolution passed by, a certain majority 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 disenfranchised and, if a determination is made by certain of the Noteholders to redeem the Notes, such minority Noteholders may face early redemption of the Notes held by them.

In addition to the above, prospective investors' attention is drawn to the fact that, pursuant to the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement, the Originators will subscribe for the entirety of the Notes on the Issue Date.

Therefore, the Originators, in their capacity as Class A Noteholders and holders of the Junior Notes, will have absolute and unfettered discretion as to the exercise, or non-exercise, of any right, power and discretion vested in the holder of the relevant Class of Notes by the Conditions and the Transaction Documents, in each case without regard to the interests of the Noteholders of any Class, of any Issuer Secured Creditor or of any other person.

Subordination and credit enhancement

In respect of the obligations of the Issuer to pay interest and to repay principal on the Notes, the Conditions and the Intercreditor Agreement provide that:

(i) in respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:

 (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the Junior Notes; and

 (B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the Class A Notes;

(ii) in respect of the obligations of the Issuer to repay principal on the Notes prior to the service of an Issuer Acceleration Notice:

 (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest in respect of the Class A Notes, and in priority to repayment of principal on the Junior Notes; and

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal on the Class A Notes, and no amount of principal in respect of the Junior Notes shall become due and payable or be repaid until redemption in full of the Class A Notes;

(iii) in respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*):

(A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to payment of interest and repayment of principal on the Junior Notes; and

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment in full of all amounts due under the Class A Notes.

As a result, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne by the Junior Noteholders, and then (to the extent that the Class A Notes have not been redeemed) by the holders of the Class A Notes.

Prospective investors in the Class A Notes and the Junior Notes should have particular regard to the sections headed "*Transaction Overview – The principal features of the Notes*" and "*Credit structure*" below in determining the likelihood or extent of any shortfall of funds available to the Issuer to meet payments of interest and/or repayment of principal due under the Class A Notes or, as applicable, the Junior Notes.

Limited enforcement rights

The protection and exercise of the Noteholders' rights is one of the duties of the Representative of the Noteholders. The Conditions limit the ability of individual Noteholders to commence proceedings (including proceedings for a declaration of insolvency) against the Issuer by conferring on the Meeting of the Noteholders the power to determine in accordance with the Rules of the Organisation of Noteholders the ability of any Noteholder to commence any such individual actions. Accordingly, individual Noteholders may not, without breaching the Conditions, be able to commence proceedings or take other individual remedies against the Issuer unless the Meeting of the Noteholders has approved such action in accordance with the provisions of the Rules of the Organisation of Noteholders.

Remedies available for the purpose of recovering amounts owed in respect of the Notes shall be limited to actions in respect of the Claims and the Issuer Available Funds. In the event that the amounts recovered pursuant to such actions are insufficient, after payment of all other claims ranking in priority to or *pari passu* with amounts due under the Notes of each Class, to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes, the Noteholders will have no further actions available in respect of any such unpaid amounts.

Relationship among Noteholders and between Noteholders and Other Issuer Creditors

The Intercreditor Agreement contains provisions applicable where, in the opinion of the Representative of the Noteholders, there is a conflict between all or any of the interests of one or more Classes of Noteholders or between one or more Classes of Noteholders and any Other Issuer Creditors, requiring the Representative of the Noteholders to have regard only to the holders of the Notes of the Most Senior Class (as defined in Condition 1 (*Definitions*)) then outstanding and the Representative of the Noteholders is not required to have regard to the holders of any other Class of Notes then outstanding, nor to the interests of the Other Issuer Creditors, except to ensure that the application of the Issuer's funds is in accordance with the applicable Priority of Payments. In addition, the Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of each Class of Noteholders as a class and relieves the Representative of the Noteholders from responsibility for any consequence for individual Noteholders as a result of such Noteholders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction.

Under Condition 10 (*Events of Default and Purchase Termination Events*), the Representative of the Noteholders is not obliged to serve to the Issuer an Issuer Acceleration Notice declaring the Notes to be due and payable (without prejudice to Condition 3(b) (*Ranking*)), unless it is directed to do so either:

(a) in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(b) by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

and in addition, in each case, provided that it is indemnified and/or secured to its satisfaction against all liabilities and all costs and expenses (provided that supporting documents are delivered) which it may incur in so doing. In addition, following an Event of Default pursuant to Condition 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(v) (*Failure to take action*), the service of an Issuer Acceleration Notice has to be approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes.

The Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of the Other Issuer Creditors as regards all powers, trusts, authorities, duties and discretions of the Representative of the Noteholders (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 any Class of outstanding Notes and any Other Issuer Creditor, to have regard only (except where specifically provided otherwise) to the interests of the holders of such Class of outstanding Notes, except to ensure that the application of the Issuer's funds is in accordance with the applicable Priority of Payments.

Rights of set-off

Pursuant to article 1248 of the Italian law civil code, in the context of an assignment of monetary claims, notwithstanding the notification of the assignment to the debtor, the debtor retains the right to set-off any claims owed to him/her by the assigning creditor, provided that they arose prior to the notification date, against the amount due by him/her to the relevant owner, from time to time, of the assigned monetary claim. The assignment of claims under the Securitisation Law is governed by article 58, paragraphs 2, 3 and 4 of the Banking Act. According to the prevailing interpretation of such provision, the debtors under the Loans are entitled to exercise rights of set-off in respect of amounts due under any Loan to the Issuer against any amounts payable by the relevant Originator to the relevant Borrower which came into existence (were *crediti esistenti*) prior to the later of: (i) the publication of the notice of assignment of the relevant Claims in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (ii) the registration of such notice in the competent companies register. This interpretation has been confirmed by article 4, paragraph 2 of the Securitisation Law, as amended by law decree No. 145 of 23 December 2013 ("*Interventi urgenti di avvio del piano* "*Destinazione Italia", per il contenimento delle tariffe elettriche e del gas, per la riduzione dei premi RC-auto, per l'internazionalizzazione, lo sviluppo e la digitalizzazione delle imprese, nonché misure per la realizzazione di opere pubbliche ed EXPO 2015*"), converted with amendments into law No. 9 of 21 February 2014 (the "**Destinazione Italia Decree**"), which provides that assigned debtors in securitisation transactions shall not be entitled to exercise any set-off between the amounts due by them under the assigned receivables and their claims arisen after the date of publication in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) of the notice of assignment of the relevant portfolio of receivables or the date certain at law ("*data certa*") on which the relevant purchase price has been paid. For further details with respect to the Destinazione Italia Decree, please refer to paragraph headed "*Securitisation Law*" below.

Under the terms of the Warranty and Indemnity Agreements, each Originator has agreed to indemnify the Issuer in respect of any reduction in amounts received by the Issuer in respect of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio as a result of the exercise by any relevant Borrower of a right of set-off. There can be no assurance that the Originators will have the financial resources to meet their respective obligations to indemnify the Issuer in the event that any such reduction arises.

In order to mitigate set-off risk upon insolvency of any of the Originators, in the context of the Securitisation the Issuer has established a reserve fund in the Set-off Reserve Account which is fully funded on the Issue Date, the entire amount of which will be used to augment the Issuer Available Funds upon the occurrence of an Insolvency Event in respect of any of the Originators. See "*Credit Structure*" below. However, in such circumstances, there can be no assurance that the level of liquidity support provided by the Set-off Reserve will be adequate to ensure punctual and full receipt of amounts due under the Notes.

Securitisation Law

The Securitisation Law has been amended by Destinazione Italia Decree which provides for, *inter alia*, simplified perfection formalities for the assignment of public receivables and trade receivables and implements legal mitigants to address commingling and claw-back risks and excludes the application of article 65 of the Bankruptcy Law to payments made by assigned debtors to securitisation vehicles.

Furthermore, the Securitisation Law has been again amended by law decree 24 June 2014 No. 91, converted with amendments into law No. 116 of 11 August 2014, published in the Official Gazette of the Republic of Italy No. 192 of 20 August 2014 (the "**Competitività Decree**"), which, *inter alia*¸ (a) introduces the possibility for issuers to perform lending activity provided that an adequate regulatory control is ensured through the involvement of regulated entities and (b) clarifies the segregation mechanics provided under the amended article 3 of the Securitisation Law.

As at the date of this Prospectus, limited interpretation of the application of the Securitisation Law has been issued by Italian court or governmental or regulatory authorities. Consequently, it is possible that such authorities may issue further regulations relating to the Securitisation Law or to the interpretation thereof, the impact of which cannot be predicted by the Issuer or any other party as at the date of this Prospectus.

Servicing of the Portfolio

Each of the C.R.Asti Portfolio and the Biver Portfolio has been serviced by, respectively, C.R.Asti and Biver up to the transfer of the Claims as the owner of the relevant Claims and, following the transfer of the Claims to the Issuer, as Servicer pursuant to the relevant Servicing Agreement. Consequently, the net cash flows from the Portfolio may be affected by decisions made, actions taken and collection procedures adopted by the Servicers pursuant to the provisions of the applicable Servicing Agreement.

In order to ensure that the Claims are managed and serviced in a uniform and coherent fashion, the Servicing Agreements and the obligations undertaken by each Servicer thereunder are substantially identical. In particular, the collection policies for the management of the Claims have been agreed between the Issuer, on the one hand, and each of the Servicers, on the other, and have been reproduced in similar terms in each Servicing Agreement. However, prospective Noteholders' attention is drawn to the fact that the scope of activity and, therefore, the responsibility of each Servicer is limited to the Claims transferred by that Servicer to the Issuer and does not extend to the servicing of any other Claims.

Each of the Servicers has been appointed by the Issuer as responsible for the collection of the Claims transferred by it (as Originator) to the Issuer and for the cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*). In accordance with the Securitisation Law, each Servicer is therefore responsible for ensuring that the collection of the Claims serviced by it and the relative cash and payment services comply with Italian law and with this Prospectus.

None of C.R.Asti and Biver has undertaken any responsibility for the servicing of Claims other than those originated by it and, in general, for the obligations undertaken by any other Servicer. If a Servicer for any reason fails to perform under the relevant Servicing Agreement or otherwise, the other Servicers will not be bound to perform the obligations of the non-performing Servicer or otherwise co-operate with the Issuer in responding to such non-performance. Prospective Noteholders' attention is also drawn to the fact that none of C.R.Asti and Biver, or any other person, has undertaken to monitor the activity of the Servicers on an on-going basis or otherwise or to ensure that the Claims are managed in a uniform and coherent fashion by each Servicer.

Commingling risk

The Issuer is subject to the risk that, in the event of insolvency of any one of the Servicers, the collections then held by the relevant Servicer are lost or temporarily unavailable to the Issuer.

In order to reduce such risk, the Collections are required to be transferred by the each of C.R.Asti and Biver (A) into the interim collection account opened with, respectively, Cassa di Risparmio di Asti S.p.A. in the name of the Servicer of the C.R.Asti Portfolio and Cassa di Risparmio di Biella e Vercelli S.p.A. in the name of the Servicer of the Biver Portfolio by 10:00 a.m. (Milan time) of the Business Day immediately following the day of receipt in accordance with the procedure described in the relevant Servicing Agreement and

(B) starting from the Issue Date into the Collection Account held with the Transaction Bank by 11:00 a.m. (Milan time) of the same Business Day. Prospective Noteholders should note that, following the insolvency of any of the Servicers, the Issuer (or the substitute servicer on behalf of the Issuer) will have to issue new payment instructions to the relevant Borrowers to pay directly to the Issuer or the substitute servicer. The Issuer is subject to the risk that monies paid by the relevant Borrowers to the insolvent Servicer prior to the new instructions being issued are lost or temporarily unavailable to the Issuer. In order to reduce that risk, the Issuer has established a Cash Reserve which is fully funded on the Issue Date and which will be replenished, subject to the availability of sufficient Issuer Available Funds, in accordance with the Pre-Enforcement Priority of Payments. See "*Credit structure*" below.

Yield and repayment considerations

The yield to maturity of the Notes of each Class will depend, *inter alia*, on the amount and timing of repayment of principal (including prepayments and sale proceeds arising on enforcement of a Loan) on the Loans. Such yield may therefore be adversely affected by a higher or lower than anticipated rate of prepayments on the Loans and by higher or lower rates of delinquency and default on the Claims.

Prepayments may result from the refinancing or sale of properties by Borrowers voluntarily or as a result of enforcement proceedings under the relevant Loans, as well as from the receipt of proceeds from building insurance and life insurance policies.

The rate of prepayment of Loans cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing loan market interest rates and margins offered by the banking system, the availability of alternative financing and local and regional economic conditions. Therefore, no assurance can be given as to the level of prepayment that the Loans will experience.

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 holder of any Notes. See further paragraph"*Prepayment fees and subrogation under articles 120-ter and 120-quater of the Banking Act*" and section headed "*Estimated Weighted Average Life of the Class A Notes and assumptions*" below.

Administration and reliance on third parties

The ability of the Issuer to make payments in respect of the Notes will depend upon the due performance by the parties to the Transaction Documents of their respective various obligations under the Transaction Documents to which they are each a party. In particular, without limitation, the punctual payment of amounts due on the Notes will depend on the ability of each Servicer to service the C.R.Asti Portfolio or, as applicable, the Biver Portfolio and to recover the amounts relating to Defaulted Claims (if any). In addition, the ability of the Issuer to make payments under the Notes may depend to an extent upon the due performance by each Originator of its obligations under the relevant Warranty and Indemnity Agreement and the relevant Transfer Agreement. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. In each case, the performance by the Issuer of its obligations under the Transaction Documents is also dependent on the solvency of, amongst others, C.R.Asti and Biver.

In the event of C.R.Asti and/or Biver ceasing to act as servicer under the relevant Servicing Agreement, UNIPOL Banca S.p.A. will be automatically appointed as a replacement servicer pursuant to the Back-up Servicing Agreement. In the event of the termination of the appointment of one or more Servicers (other than C.R.Asti and Biver) under the Servicing Agreements, it would be necessary for the Issuer to appoint a substitute servicer (acceptable to the Representative of the Noteholders). Such substitute servicer would be required to assume responsibility for the services required to be performed under the relevant Servicing Agreement for the relevant Loans. The ability of a substitute servicer to perform fully the required services would depend, *inter alia*, on the information, software and records available at the time of the relevant appointment. There can be no assurance that a substitute servicer will be found or that any substitute servicer will be willing to accept such appointment or that a substitute servicer will be able to assume and/or perform the duties of the relevant Servicer pursuant to the relevant Servicing Agreement. In such circumstances, the Issuer could attempt to sell all, or part of, the Claims, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders. The Representative of the

Noteholders has no obligation to assume the role or responsibilities of the relevant Servicer or to appoint a substitute servicer.

Italian usury law

The interest payments and other remuneration paid by the Borrowers under the Loans are subject to Italian law No. 108 of 7 March 1996, as amended by law decree No. 70 of 13 May 2011 (*Decreto Sviluppo*), as converted into Law No. 106 of 12 July 2011 (the "**Usury Law**"), which introduced legislation preventing lenders from applying interest rates equal to, or higher than, rates (the "**Usury Rates**") set every three months on the basis of a decree issued by the Italian Treasury (the last such decree having been issued on 22 December 2016). Such rates are applicable without retroactive effect (*ex nunc*), as confirmed by the Italian Supreme Court ("*Corte di Cassazione*") decision No. 46669/2011. With two aligned decisions, No. 12028/2010 and No. 28743/2010, the Italian Supreme Court 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, with the decision No. 350/2013 the Italian Supreme Court has further clarified that, for the purpose of such calculation, also default interest ("*interessi moratori*") shall be taken into account.

In addition, even where the applicable Usury Rates are not exceeded, interest and other benefits and/or remuneration may be held to be usurious if: (i) they are disproportionate to the amount lent (taking into account the specific situations of the transaction and the average rate usually applied for similar transactions); and (ii) the person who paid or agreed to pay them was in financial and economic difficulties. The provision of usurious interest, benefits or remuneration has the same consequences as non-compliance with the Usury Rates.

The Italian Government, with law decree No. 394 of 29 December 2000 (the "**Usury Law Decree**" and, together with the Usury Law, the "**Usury Regulations**"), converted into law by law No. 24 of 28 February 2001, has established, *inter alia*, that interest is to be deemed usurious only if the interest rate agreed by the parties exceeds the Usury Rate applicable at the time the relevant agreement is reached. The Usury Law Decree also provides that, as an extraordinary measure due to the exceptional fall in interest rates in the years 1998 and 1999, interest rates due on instalments payable after 2 January 2001 on loans already entered into on the date on which the Usury Law Decree came into force (such date being 31 December 2000) are to be substituted with a lower interest rate fixed in accordance with parameters determined by the Usury Law Decree.

No official or judicial interpretation of the Usury Law Decree is yet available. However, the Italian Constitutional Court has rejected, with decision No. 29/2002 (deposited on 25 February 2002), a constitutional exception raised by the Court of Benevento (2 January 2001) concerning article 1, paragraph 1, of the Usury Law Decree (now reflected in article 1, paragraph 1 of the above mentioned conversion law No. 24 of 28 February 2001). In so doing, it has confirmed the constitutional validity of the provisions of the Usury Law Decree which hold that interest rates may be deemed to be void due to usury only if they infringe Usury Regulations at the time they are agreed between the borrower and the lender and not at the time such rates are actually paid by the borrower.

Pursuant to the Warranty and Indemnity Agreements, the Originators have undertaken to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any loss or reduction in any interest accrued prior to the relevant Transfer Date. However, if a Loan is found to contravene the Usury Regulations, the relevant Borrower might be able to claim relief on any interest previously paid and oblige the Issuer to accept a reduced rate of interest, or potentially no interest on such Loan. In such cases, the ability of the Issuer to maintain scheduled payments of interest and principal on the Notes may be adversely affected. Furthermore, under the Warranty and Indemnity Agreements, with regard to any Loan contravening the Usury Regulations, the Originators have also undertaken to indemnify the Issuer in respect of any interest (including penalty interest) which would have accrued on the relevant Loan until the date of its repayment in full in an amount equal to the lower of the applicable Usury Rate and the contractual interest rate agreed in the relevant Loan.

Compounding of interest (*anatocismo*)

Pursuant to article 1283 of the Italian civil code, accrued interest in respect of a monetary claim or receivable may be capitalised after a period of not less than six months only (i) under an agreement subsequent to such accrual or (ii) from the date when any legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices (*usi*) to the contrary. Banks and financial companies in the Republic of Italy have traditionally capitalised accrued interest on a three-monthly basis on the grounds that such practice could be characterised as a customary practice ("*uso normativo*"). However, a number of judgments from Italian courts (including the judgments from the Italian Supreme Court ("*Corte di Cassazione*") No. 2374/99, No. 2594/2003, No. 21095/2004 and No. 24418/2010) have held that such practices are not customary practices "*usi normativi*". As a result, if customers of the relevant Originator were to challenge this practice and such interpretation of the Italian civil code were to be upheld before other courts in the Republic of Italy, there could be a negative effect on the returns generated from the Loans.

In this respect, it should be noted that article 25, paragraph 3, of legislative decree No. 342 of 4 August 1999 ("**Law No. 342**") enacted by the Italian Government under a delegation granted pursuant to law No. 142 of 19 February 1992, has considered the capitalisation of accrued interest (*anatocismo*) made by banks prior to the date on which it came into force (19 October 1999) to be valid. After such date, the capitalisation of accrued interest is no longer possible upon the terms established by a resolution of the CICR (*Comitato Interministeriale per il Credito e il Risparmio*) issued on 22 February 2000. Law No. 342 has been challenged and decision No. 425 of 17 October 2000 of the Italian Constitutional Court has declared as unconstitutional under the provisions of Law No. 342 regarding the validity of the capitalisation of accrued interest made by banks prior to the date on which Law No. 342 came into force.

Article 1, paragraph 629 of law No. 147 of 27 December 2013 (so called, "*Legge di Stabilità 2014*") amended article 120, paragraph 2, of the Banking Act, providing that interest shall not accrue on capitalised interest. Moreover, it should also be noted that paragraph 2 of article 120 of the Banking Act has been recently further amended by article 17-bis of Law Decree No. 18 of 14 February 2016, converted into Law No. 49 of 8 April 2016. On 3 August 2016 the relevant implementation provisions, required by the second paragraph of article 120 of the Banking Act (as amended), were enacted by CICR (*Comitato Interministeriale per il Credito e il Risparmio*), establishing the methods and criteria of compounding of interest.

Such new provisions seem to partially permit compounding of interest but only in relation to certain limited cases (e.g. overdraft facilities) and subject to the previous approval of the relevant debtor. The general principle would be the prohibition of any compounding of interest.

Given the novelty of this new legislation, the impact of the new provisions of article 120, paragraph 2 of the Banking Act on mortgage loans and unsecured loans may not be predicted as at the date of this Prospectus.

Each of the Originators has, however, represented in the relevant Warranty and Indemnity Agreement that the Loans comply with article 1283 of the Italian civil code and has also undertaken to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any misrepresentation.

Restructuring arrangements under law No. 3 of 27 January 2012

According to law No. 3 of 27 January 2012 ("**Law 3/2012**"), a debtor in a state of over indebtedness ("*stato di sovraindebitamento*") is entitled to submit to his creditors, with the assistance of a competent body ("*Organismi per la composizione della crisi da sovraindebitamento*"), a debt restructuring arrangement ("**Restructuring Agreement**") which shall in any case ensure the full payment of the creditors whose claims towards the relevant debtor are not subject to be attached (*pignorati*) in accordance with article 545 of the Italian code of civil procedure.

Law 3/2012, as amended, applies, *inter alios*, to (i) debtors who are not eligible to be adjudicated bankrupt under the Bankruptcy Law; or (ii) debtors which have not benefited of any procedure set out by Law 3/2012 in the past five years. In any case the debtors must comply with article 7 of Law 3/2012 in order to benefit from the provisions set out under Law 3/2012. In addition a specific procedure is provided by Law 3/2012 in relation to debtors who qualify as consumers ("*consumatori*").

The Restructuring Agreement shall provide the revised terms of payment of all of the debtor's obligations, including – at certain conditions – the secured creditors ("*creditori privilegiati*").

The Restructuring Agreement becomes effective, upon approval ("*omologazione*") by the competent Court (which shall be given in any case within 6 (six) months from the date on which the proposal of Restructuring Agreement is submitted by the relevant debtor). In any case a favourable vote of creditors representing at least 60 per cent. of the debtor's claims is required for the approval of the Restructuring Agreement.

Under the approved Restructuring Agreement, which shall be binding for all of the creditors of the relevant debtor, the latter may obtain: (a) up to a one-year period moratorium for secured creditors ("*creditori privilegiati*"); (b) the suspension of all foreclosure procedures and seizures ("*sequestri conservativi*") against it; (c) that creditors will be prevented from creating pre-emption rights ("*diritti di prelazione*") on the debtor's assets; and (d) that legal interest will stop to accrue.

As a consequence of the entering into force of the Restructuring Agreement, the debtor's assets will be considered as attached, and could not be further attached by upcoming creditors. The Restructuring Agreement ceases to be effective, *inter alia*, if the benefitting debtor does not pay the obligations set out therein within 90 (ninety) days from on the agreed deadlines, or if they attempt to fraud its creditors. The Restructuring Agreement does not prejudice claims owed to the relevant debtor's guarantors and co-obligors.

As an alternative to the procedure described hereabove, the debtors (i) in a state of over indebtedness (*stato di sovraindebitamento*) and (ii) which have not benefited of any procedure set out by Law 3/2012 in the past five years, may request the voluntary winding up of all its assets.

In particular, under such procedure the competent judge, upon request of the relevant debtor, is entitled to issue a decree by means of which they will appoint a liquidator, and order the relevant debtor to transfer its assets to such liquidator. The appointed liquidator will then pay creditors proportionally to their claims (save for claims with pre-emption causes (*diritti di prelazione*)). Upon such decree being issued by the competent Court, all the foreclosure procedures and seizures (*sequestri conservativi*) on the debtor's assets will be suspended. Such procedure cannot have a duration lower than four years. Consequently, should the debtor acquire further assets within four years from the date on which the filing has been made by the relevant debtor, such new assets will form part of the liquidator's assets and will be applied by the latter to pay the creditors of the relevant debtor.

Should any Borrower enter into a proceeding set out by Law 3/2012, the Issuer could be subject to the risk of having the payments due by the relevant Borrower suspended for up to one year (in case of the entering into of Restructuring Agreement) or part of its debts released.

However, 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.

Legal proceedings

C.R.Asti, Biver and the C.R.Asti Banking Group are subject to a variety of claims and are party to a certain number of legal proceedings arising in the ordinary course of business. Although the outcome of such claims is inherently uncertain and several litigants claim relatively large sums in damages, each of C.R.Asti and Biver has represented and warranted that, as at the date of the relevant Warranty and Indemnity Agreement, to its knowledge, it is not involved in any litigation the outcome of which might jeopardise C.R.Asti's and Biver's ability to perform the obligations under the Transaction Documents to which it is a party.

Risk of losses associated with Borrowers

Economic conditions and other factors may have an impact on the ability of Borrowers to repay the Loans. Among others, turnover decreases, loss of earnings, increase in operating or in financial costs and other similar factors may lead to an increase in delinquencies and bankruptcy filings by Borrowers, which may determine a reduction in Loans payments by such Borrowers and ultimately reduce the Issuer's ability to service payments on the Notes.

The Loans have been entered into, *inter alia*, with Borrowers which are individuals or commercial entrepreneurs (*imprenditore che esercita un'attività commerciale*) and some of them may fall within the subjective scope of application of the Royal Decree No. 267 of 16 March 1942, as subsequently amended and supplemented (the "**Bankruptcy Law**") and as such may be subject to insolvency proceedings under the Bankruptcy Law.

It has to be noted, however, that the Securitisation Law, as amended by the Destinazione Italia Decree, now provides that (i) the claw-back provisions set forth in article 67 of the Bankruptcy Law do not apply to payments made by the Borrowers to the Issuer in respect of the securitised Claims and (ii) the payments made by assigned debtors under securitised claims are not subject to the declaration of ineffectiveness pursuant to article 65 of the Bankruptcy Law.

With respect to the insolvency proceedings, due to the complexity of these procedures, the time involved and the possibility for challenges and appeals by the relevant debtor and the other parties involved, there can be no assurance that any such insolvency proceeding would result in the payment in full of amounts outstanding under the Loans or that such proceedings would be concluded before the stated maturity of the Notes.

Prepayment fees and subrogation under articles 120-*ter* and 120-*quater* of the Banking Act

On 31 January 2007 the Italian Government adopted law decree No. 7 which was later converted into law by law No. 40 of 2 April 2007, as subsequently amended (the "**Bersani Decree**"), whose main provisions have been subsequently abrogated and incorporated in articles 120-*ter* and 120-*quater* of the Banking Act pursuant to legislative decree No. 141 of 13 August 2010.

The Bersani Decree aims at, *inter alia*, increasing competitiveness in a number of sectors, including the banking sector with particular regard to residential mortgage loans.

The costs associated with prepayment of mortgage loans in Italy (including the prepayment fees requested by Italian banks and the notarial fees and tax costs associated with the refinancing) have caused prepayment rates in the Italian market to be lower compared to other jurisdictions. The Bersani Decree aims at reducing these costs with a view to allow borrowers to refinance their mortgage loans more easily.

With specific regard to mortgage loans (including, *inter alia*, mortgage loans granted to individuals for the purchase or the restructuring of properties to be used for professional and/or commercial purposes) executed after 2 February 2007, under article 120-*ter* of the Banking Act prepayment fees are no longer permitted. Any provision to the contrary is null and void.

The Bersani Decree, as replaced by article 161, paragraph 7-*ter* of the Banking Act, also contains provisions applicable to mortgage loans for the purchase of properties to be used for professional and/or commercial purposes executed before 2 February 2007 (such as some of the mortgage Loans in the Portfolio). In this respect, the Bersani Decree lays down basic rules which may lead to a renegotiation of the relevant mortgage loans and, more importantly, a reduction of the applicable prepayment fees. Pursuant to article 7 of the Bersani Decree, on 2 May 2007 the Italian banking association (ABI – *Associazione Bancaria Italiana*) ("**ABI**") and the national consumers' associations as identified in accordance with article 137 of legislative decree No. 206 of 6 September 2006 (i.e. the Italian consumers' protection code) agreed the general guidelines for a renegotiation of the existing mortgage loans (the "**Prepayment Agreement**"). The terms of the Prepayment Agreement reproduced below have been extracted by a press release issued by the Italian banking association (ABI – *Associazione Bancaria Italiana*) on 2 May 2007 and have been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by the Italian banking association (ABI – *Associazione Bancaria Italiana*), no facts have been omitted which would render this information inaccurate or misleading.

In particular, the Prepayment Agreement provides for the following maximum thresholds for prepayment fees:

(a) in respect of floating rate mortgage loans:

  (i) 0.50 per cent.;

  (ii) 0.20 per cent. if the prepayment occurs in the third year before the maturity of the mortgage loan; and

(iii) nil if the prepayment occurs in the last two years before the maturity of the mortgage loan;

(b) in respect of fixed rate mortgage loans granted before 1 January 2001:

(i) 0.50 per cent.;

(ii) 0.20 per cent. if the prepayment occurs in the third year before the maturity of the mortgage loan; and

(iii) nil if the prepayment occurs in the last two years before the maturity of the mortgage loan; and

(c) in respect of fixed rate mortgage loans granted after 31 December 2000:

(i) 1.90 per cent. if the prepayment occurs during the first half of the tenor of the mortgage loan;

(ii) 1.50 per cent. if the prepayment occurs during the second half of the tenor of the mortgage loan;

(iii) 0.20 per cent. if the prepayment occurs in the third year before the maturity of the mortgage loan; and

(iv) nil if the prepayment occurs in the last two years before the maturity of the mortgage loan.

In respect of mixed rate mortgage loans (i.e. those mortgage loans whose interest rate may vary from a fixed rate to a floating one and *vice versa*), the Prepayment Agreement provides for the applicability of one of the reductions described under (a), (b) and (c) above depending, *inter alia*, on the date of granting of the mortgage loans, the remaining term of, and type of interest rate applied to, the relevant mortgage loan as at the date when the prepayment occurs.

The Prepayment Agreement further provides that if the contractually agreed prepayment fee is equal to or lower than the thresholds described above, the applicable prepayment fee will be subject to the following additional reductions:

(a) in respect of floating rate mortgage loans and fixed rate mortgage loans granted before 1 January 2001, 0.20 per cent.; and

(b) in respect of fixed rate mortgage loans granted after 31 December 2000, if (i) the contractually agreed prepayment fee is equal to or higher than 1.25 per cent., 0.25 per cent.; and (ii) the contractually agreed prepayment fee is lower than 1.25 per cent., 0.15 per cent.

Pursuant to a further agreement between "ABI – *Associazione Bancaria Italiana*" and the national consumers' association dated 17 March 2008 the scope of application of the Prepayment Agreement and the prepayment fee thresholds contained therein have been extended to loans outstanding as at 1 January 2008 which have been the object of assumptions of debt as a result of apportionments ("*frazionamenti*").

In any case, banks (and therefore their assignees, including the Issuer) may not refuse the renegotiation of an existing mortgage loan (including the mortgage Loans in the Portfolio) if the relevant debtor proposes to reduce the prepayment fee within the limits set out in the Prepayment Agreement.

Moreover, under article 120-*quater* of the Banking Act, introduced by article 8 of the Bersani Decree, a debtor under a mortgage loan may unilaterally subrogate (*i.e.* replace) the original lending bank (or its assignees, including the Issuer) with a new lender in accordance with article 1202 of the Italian civil code even if the original mortgage loan agreement provides that the relevant debtor may not repay the loan before a pre-determined term. In the case of subrogation, the mortgage and collateral securities that guarantee the mortgage loan will pass to the new lender without any substantial formality.

Prospective noteholders' attention is drawn to the fact that the entry into force of the Bersani Decree and of articles 120-*ter* and 120-*quarter* of the Banking Act is expected to have an impact on the market of mortgage loans with particular regard to the enforceability of the borrowers' obligations to pay prepayment fees to the lender (and their assignees) and the rate of prepayments, although the prepayment fees relating to the Loans have not been transferred to the Issuer pursuant to the Transfer Agreements. Furthermore, the rate of

prepayment in respect of the Loans (also as a result of subrogations) might materially increase and can be sensibly different than the one traditionally experienced by the relevant Originator for mortgage loans or the one assumed for the purposes of calculating the weighted average life of the Notes in the section headed "*Estimated Weighted Average Life of the Class A Notes and assumptions*".

Borrower's right to suspend payments under a Loan

According to the convention of 3 August 2009 between ABI (*Associazione Bancaria Italiana*) and the Ministry of Economy and Finance (*Ministero dell'Economia e delle Finanze*), debtors have the right to suspend the payments of instalments in respect of the principal of loans granted to small and medium enterprises ("**SMEs**") for a period of 12 months (the "**SMEs Moratorium**"). The suspension applies on the condition that the instalments (i) are timely paid or (ii) in case of late payments, the relevant instalment has not been outstanding for more than 180 days from the date of request of the suspension.

As further requirements, (i) SMEs must bear positive economic perspectives and be able to guarantee a business continuity or, in any case, be under "temporary" financial difficulties; (ii) that, on 30 September 2008, their positions were classified by the bank as performing; and (iii) that, at the time of the request of the suspension, they had no positions which could be classified as suffering ("*ristrutturate*") and defaulting ("*in sofferenza*") and no enforcement procedures were commenced. The ABI communication dated 1 July 2010 clarified that such suspension can be requested up to 31 January 2011.

ABI communication dated 14 January 2010 "*Integrazione all'Avviso Comune per la Sospensione dei Debiti delle PMI verso il settore creditizio*" and ABI communication of 12 February 2010 provide for certain further integrations and clarifications of the SMEs Moratorium and, in particular, extended the applicability of the objective to mortgage loans assisted by public benefits, where expressly resolved upon by the lender.

On 16 February 2011 ABI and the Ministry of Economy and Finance entered into a new convention, providing for, *inter alia*, (i) a six-month extension (until 31 July 2011) of the possibility to request suspension of payments under the SMEs Moratorium; (ii) the possibility for SMEs that have already requested a suspension of payments under the SMEs Moratorium to request an extension of the duration of the relevant loans for a period equal to the residual duration of the relevant loans and in any case for a maximum period of two years for unsecured loans and of three years for mortgage loans; and (iii) the possibility for SMEs that have already requested a suspension of payments under the SMEs Moratorium to request to execute with the relevant banks certain hedging agreements for the purpose of converting a floating rate into a fixed rate or to fix a cap to floating rate interest.

Furthermore, on 28 February 2012 ABI and the Ministry of Economy and Finance entered into a new convention providing for, *inter alia*: (i) a twelve-month payments' suspension of principal instalments of medium and long-term loans, which did not benefit from the suspension according to the SMEs Moratorium. The suspension applies on the condition that the instalments (A) are timely paid or (B) in case of late payments, the relevant instalment has not been outstanding for more than 90 days from the date of request of the suspension; and (ii) the possibility for SMEs that have not already requested a suspension of payments under the SMEs Moratorium to request an extension of the duration of the relevant loans for a period equal to the residual duration of the relevant loans and in any case for a maximum period of two years for unsecured loans and of three years for mortgage loans.

On 20 March 2013, the terms for the submission of a request for a suspension according to the convention dated 28 February 2012 have been extended until 30 June 2013.

On 1 July 2013, ABI and the associations of the representative of the companies entered into a further convention which provides for, *inter alia*: (i) a 12-month suspension of payments of instalments in respect of the principal of medium-and long-term loans, which did not benefit from the suspension under the convention of 28 February 2012. The suspension applies on the condition that the instalments (A) are timely paid or (B) in case of late payments, the relevant instalment has not been outstanding for more than 90 days from the date of request of the suspension; and (ii) the possibility for SMEs that have not already requested a suspension under the convention of 28 February 2012 to request an extension of the duration of the relevant loans for a period equal to the residual duration of the relevant loans and in any case for a maximum period of three years for unsecured loans and of four years for mortgage loans. Any requests under item (i) and (ii) above to be submitted by 30 June 2014. However, in respect of loans that still benefit from the above

suspension as at 30 June 2014, the requests for the extension of the duration of such loans may be submitted within 31 December 2014.

Pending the implementation of the above measures of the convention of 1 July 2013, the expiration for submitting a request of suspension pursuant to the convention of 28 February 2012 could be submitted has been further extended to 30 September 2013.

On 8 August 2013 further clarifications with respect to the implementation of the convention of 1 July 2013 have been issued by ABI, which clarified that: (i) securitised claims are not expressly excluded from the object of such convention, (ii) assigning banks shall autonomously evaluate the possibility to grant the suspension or the extension under such convention in respect of securitised claims and (iii) in case a suspension or extension under the convention above is granted by the assigning bank, such suspension or extension shall not result in additional expenses in relation to such bank (also considering the costs that the assigning bank would have incurred in case the suspension or extension had been granted with respect to the original loan).

On 30 December 2014, ABI and the associations of the representative of the companies agreed to extend the validity period of the convention from 1 July 2013 until 30 March 2015 and to enter into a new convention by the same date.

On 31 March 2015, ABI and the associations of the representative of the companies entered into a new convention which provides for, *inter alia*: (i) a 12 month suspension of payments of instalments in respect of the principal of medium and long term loans, which were outstanding as at the date of the convention and did not benefit from the suspension or extension of the duration in the 24 month period prior to the date of the request of suspension, except for the easing of terms generally applying by operation of law. The suspension applies on the condition that the instalments (A) are timely paid or (B) in case of late (or partial) payments, the relevant instalment has not been outstanding for more than 90 days from the date of the request; and (ii) the possibility for SMEs that have not requested a suspension or an extension of loans in the 24 month period prior to the request, except for the easing of terms generally applying by operation of law, to request an extension of the duration of the relevant loans for a period equal to the residual duration of the relevant loans and in any case for a maximum period of three years for unsecured loans and of four years for mortgage loans. As further condition, in order to benefit either from the suspension or the extension of duration, SMEs shall have, as at the date of the request, no positions which could be classified as unlikely to pay ("*inadempienze probabili*") and restructured ("*ristrutturate*"). The convention will expire on 31 December 2017, without prejudice to the rights of the parties to withdraw by the 31 December of each year.

In this respect, it should be noted that each Originator has acceded to the convention of 31 March 2015. Loans which as at the relevant Valuation Date were subject to a current suspension scheme were not (or, as the case may be, will not be) transferred to the Issuer as a result of the application of a general exclusion criterion. For further details please see the section headed "*The Transfer Agreements*" below.

Prospective investors' attention is drawn to the fact that the potential effects of the suspension schemes, the impact on the cash-flows deriving from the Loans and, consequently, on the amortisation of the Notes, cannot be predicted.

Claw-back of the transfer of the Claims

The transfer of the Claims under each the Transfer Agreement is subject to claw-back upon bankruptcy of the relevant Originator under article 67 of the Bankruptcy Law, but only in the event that the adjudication of bankruptcy of the relevant Originator occurs within three months or, in cases where paragraph 1 of article 67 applies, within six months of the completion of the securitisation transaction (or, if earlier, of the purchase of the relevant portfolio of Claims). In any case, pursuant to the relevant Warranty and Indemnity Agreement, each Originator has represented that it is solvent as at the date of the transfer of the Initial C.R.Asti Portfolio or, as applicable, the Initial Biver Portfolio and such representations is deemed to be repeated on the Issue Date and, with respect to any Subsequent Portfolio, on the relevant Valuation Date and Subsequent Transfer Date. In addition, pursuant to the relevant Transfer Agreement the Issuer: (i) has received from each Originator, in the context of the transfer of the Initial C.R.Asti Portfolio or, as applicable, the Initial Biver Portfolio, solvency certificates confirming the solvency of the relevant Originator on or around the date of transfer of the Initial C.R.Asti Portfolio or, as applicable, the Initial Biver Portfolio and (ii) will receive from

the relevant Originator, in the context of the transfer of any Subsequent Portfolio, solvency certificates confirming the solvency of the relevant Originator on or around the date of transfer of any such Subsequent Portfolio.

Mutui fondiari

Each of the Originators has represented that part of the Loans qualify as *mutui fondiari*, as defined in article 38 of the Banking Act. Pursuant to article 39, paragraph 5, of the Banking Act, upon repayment of each fifth of the original debt, the borrowers under *mutui fondiari* loans are entitled to a proportional reduction of any mortgage related to the loan. Accordingly, the underlying value of the Mortgages comprised in the Portfolio may decrease from time to time in connection with the partial repayment of the relevant mortgage Loans. In addition, the borrowers have the right to obtain that part of the real estate assets originally constituting security for the mortgage Loans are freed from the mortgage, it being understood that, as *mutui fondiari*, the principal amount of each mortgage Loan shall not be permitted to exceed 80 per cent. of the value of the real estate assets constituting security for such mortgage Loan, except in the event that additional guarantees are provided for by the relevant Borrower in accordance with the Bank of Italy's supervisory guidelines.

In relation to *mutui fondiari*, the right to prepay the loan is provided for by article 40 of the Banking Act and the prepayment fee is pre-set under the relevant loan agreement.

Moreover, in relation to *mutui fondiari*, special enforcement and foreclosure provisions apply. Pursuant to article 40, paragraph 2 of the Banking Act, a mortgage lender is entitled to terminate a loan agreement and accelerate the mortgage loan (*diritto di risoluzione contrattuale*) if the borrower has delayed an instalment payment at least seven times whether consecutively or otherwise. For this purpose, a payment is considered delayed if it is made between 30 and 180 days after the payment due date. Accordingly, the commencement of enforcement proceedings in relation to *mutui fondiari* may take longer than usual. Article 40 of the Banking Act, therefore, prevents each Servicer from commencing proceedings to recover amounts in relation to *mutui fondiari* until the relevant Borrowers have defaulted on at least seven payments.

General risks of real estate investments

The Claims arising out of Loans which qualify as "*mutui ipotecari*" and "*mutui fondiari*" are, in principle, subject to the risks inherent in investments in or secured by real property.

Such risks include adverse changes in national, regional or local economic and demographic conditions in Italy and in real estate values generally, as well as interest rates, real estate tax rates, other operating expenses, inflation and the strength or weakness of Italian national, regional and local economies, the supply of and demand for properties of the type involved, zoning laws or other governmental rules and policies (including environmental restrictions and changes in land use) and competitive conditions (including construction of new competing properties) all of which may affect the value of the real estate assets and the collections and recoveries generated by them.

The performance of investments in real estate has historically been cyclical. There is a possibility of losses with respect to the real estate assets for which insurance proceeds may not be adequate or which may result from risks that are not covered by insurance. As with all properties, if reconstruction (for example, following destruction or damage by fire or flooding) or any major repair or improvement is required to be made to a real estate asset, changes in laws and governmental regulations may be applicable and may materially affect the cost to, or ability of, the owner to effect such reconstruction, major repair or improvement. Any of these events would affect the amount realised with respect to those Claims, and consequently, the amount available to make payments on the Class A Notes.

Default by borrowers in paying amounts due on their Loans

Borrowers may default on their obligations due under the Loans for a variety of reasons. The Claims are affected by credit, liquidity and interest rate risks. Various factors influence delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Certain factors may lead to an increase in default by the borrowers, and could ultimately

have an adverse impact on the ability of borrowers to repay the Loans. Loss of earnings, illness and other similar factors may lead to an increase in default by and bankruptcies of borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Loans. In addition, the ability of a borrower to sell a property given as security for a Loan which qualify as a "*mutuo ipotecario*" or a "*mutuo fondiario*" at a price sufficient to repay the amounts outstanding under that relevant Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

Withholding tax under the Class A Notes

Where the Class A Notes fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), as defined in section "*Taxation in the Republic of Italy*" below, any beneficial owner of an interest payment relating to the Class A Notes, who is a non-Italian resident without a permanent establishment in Italy to which the Class A Notes are effectively connected and (a) is not resident, for tax purposes, in a country which allows for a satisfactory exchange of information with the Italian tax authorities or an institutional investor established therein, or (b) has failed to comply with the requirements and procedures set forth in Italian legislative decree No. 239 of 1 April 1996, as subsequently amended ("**Decree 239**") in order to benefit from an exemption, will receive amounts of interest payable on the Class A Notes net of Italian withholding tax, referred to as a substitute tax (*imposta sostitutiva*). As at the date of this Prospectus, such withholding tax is levied at the rate of 26% or such lower rate as may be applicable under the relevant double taxation treaty, if any.

In the event that withholding taxes are imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, whether or not through a substitute tax, the Issuer will not be obliged to gross up any such payments or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of withholding taxes.

EU Savings Directive

The Council of the European Union adopted Council Directive 2015/2060 of 10 November 2015 repealing Council Directive 2003/48/EC on the taxation of savings income, as further amended (the "**EU Savings Directive**"), from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other EU Member States. The repeal of the EU Savings Directive is subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and the accounting for withholding taxes on, payments made before those dates. The repeal aims at preventing overlap between the EU Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation, as amended by Council Directive 2014/107/EU ("**Directive 2014/107/EU**"). The new regime under Council Directive 2014/107/EU is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014. Council Directive 2014/107/EU is generally broader in scope than the EU Savings Directive covering not only interest income, but also dividends and other types of capital income, and the annual balance of the accounts producing such items of income, and, unlike the EU Savings Directive, it does not impose withholding taxes.

Italy has implemented the EU Savings Directive through Italian legislative decree No. 84 of 18 April 2005 ("**Decree 84**"). Under Decree 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, Italian qualified paying agents shall report to the Italian tax authorities details of the relevant payments and personal information on the individual beneficial owner and shall not apply the withholding tax. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

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 9 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. 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.

Projections, forecasts and estimates

Forward-looking statements, including estimates, any other projections and forecasts in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results.

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. Prospective investors are 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.

Change of law

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

Volcker Rule

The Issuer will be relying on an exclusion or exemption under the Investment Company Act contained in Section 3(c)(5)(C) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd Frank Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds. The Volcker Rule became effective on July 21, 2012, and final regulations implementing the Volcker Rule were adopted on 10 December 10 2013 and became effective on 1 April 2014. Conformance with the Volcker Rule and its implementing regulations is required by 21 July 2015 (subject to the possibility of up to two one year extensions). In the interim, banking entities must make good faith efforts to conform their activities and investments to the Volcker Rule. Under the Volcker Rule, unless otherwise jointly determined otherwise by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. The general effects of the Volcker Rule remain uncertain. Any prospective investor in the certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

Bank Recovery and Resolution Directive

On 15 May 2014, the Council of the European Union approved the Directive 2014/59/EC establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No. 1093/2010 and (EU) No. 648/2012, of the European Parliament and of the Council (the "**Bank Recovery and Resolution Directive**"). On 12 June 2014 the Bank Recovery and Resolution Directive was published in the Official Journal of the European Union.

The aim of the Bank Recovery and Resolution Directive is to provide supervisory authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and

minimise taxpayers' exposure to losses. The Bank Recovery and Resolution Directive applies, *inter alia*, to (i) credit institutions, (ii) investments firms, and (iii) financial institutions that are established in the European Union when the financial institution is a subsidiary of a credit institution or investment firm and is covered by the supervision of the parent undertaking on a consolidated basis.

The Bank Recovery and Resolution Directive has entered into force on 2 July 2014 and must be transposed by the Member States of the European Union into national law by 31 December 2014. The Bank Recovery and Resolution Directive has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 and 181/2015 (together, the "**BRRD Decrees**"), both of which were published in the Italian Official Gazette (*Gazzetta Ufficiale dalla Repubblica Italiana*) on 16 November 2015. Legislative Decree No. 180/2015 is a stand-alone law which implements the provisions of Bank Recovery and Resolution Directive relating to resolution actions, while Legislative Decree No. 181/2015 amends the existing Banking Act and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. The BRRD Decrees entered into force on the date of publication on the Italian Official Gazette (i.e. 16 November 2015), save that: (i) the bail-in tool applies from 1 January 2016; and (ii) a "depositor preference" granted for deposits other than those protected by the deposit guarantee scheme and those of individuals and SME's will apply from 1 January 2019.

Given the recent enactment of the Bank Recovery and Resolution Directive in Italy, as at the date of this Prospectus it is not possible to precisely assess the potential impact of the Bank Recovery and Resolution Directive on the Securitisation.

Risk factors in relation to the Issuer

Source of payments to Noteholders

The Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. In particular, the Notes will not be obligations or responsibilities of, or be guaranteed by, C.R.Asti (in any capacity), Biver (in any capacity), the Representative of the Noteholders, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Corporate Servicer, the Computation Agent, the Servicer, the Back-up Servicer, the Arranger, the quotaholder of the Issuer or any other person. None of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due on the Notes.

As at the date hereof, the Issuer's principal assets in respect of the Securitisation are the Initial Claims. For a description of the Initial Claims and the Criteria, see "*The Portfolio*" and "*The Transfer Agreements*".

The Issuer will not have any significant assets, for the purpose of meeting its obligations under this Securitisation, other than the Claims, any amounts and/or securities standing to the credit of the Accounts and its rights under the Transaction Documents to which it is a party.

Consequently, there is no assurance that, over the life of the Notes or at the redemption date of any Notes (whether on maturity, on the Cancellation Date, or upon redemption by acceleration of maturity following service of an Issuer Acceleration Notice or otherwise), there will be sufficient funds to enable the Issuer to pay interest when due on the Notes and/or to repay the outstanding principal on the Notes in full.

The ability of the Issuer to meet its obligations in respect of the Class A Notes will be dependent on, *inter alia*, the timely payment of amounts due under the Loans by the Borrowers, the receipt by the Issuer of Collections received on its behalf by the Servicers in respect of the Loans from time to time in the Portfolio and of any other amounts required to be paid to the Issuer by the various agents and counterparts of the Issuer pursuant to the terms of the relevant Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. See "*Risk Factors - Administration and reliance on third parties*" above.

The Notes will be limited recourse obligations solely of the Issuer. If there are not sufficient funds available to the Issuer to pay in full all principal and interest 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 an Issuer Acceleration Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of the Noteholders of the Issuer's Rights.

The Representative of the Noteholders will have recourse only to the Claims. Other than as provided in the Transaction Documents, the Issuer and the Representative of the Noteholders will have no recourse to the relevant Originator or to any other entity including, but not limited to, in circumstances where the proceeds received by the Issuer from the enforcement of any particular Loan are insufficient to repay in full the Claim in respect of such Loan.

If, upon default by one or more Borrowers under the Loans and after the exercise by the Servicers of all usual remedies in respect of such Loans, the Issuer does not receive the full amount due from those Borrowers, then Class A Noteholders may receive by way of principal repayment an amount less than the face value of their Class A Notes and the Issuer may be unable to pay in full interest due on the Class A Notes.

Claims of unsecured creditors of the Issuer

The Conditions contain provisions stating, and each of the Other Issuer Creditors has undertaken pursuant to the Intercreditor Agreement, that no Noteholder or Other Issuer Creditor will petition or begin proceedings for a declaration of insolvency against the Issuer until two years plus one day have elapsed since the day on which any note issued (including the Notes) or to be issued by the Issuer has been paid in full. There can be no assurance that each and every Noteholder and Other Issuer Creditor will honour its contractual obligation not to petition or begin proceedings for a declaration of insolvency against the Issuer also before two years plus one day have elapsed since the day on which any note issued (including the Notes) or to be issued by the Issuer has been paid in full. 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 any Further Securitisation (as defined below). 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 purpose of paying the on-going 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 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 Claims, 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, by way of a separate transaction, purchase (or finance pursuant to article 7 of the Securitisation Law) and securitise further portfolios of monetary claims in addition to the Claims (each, a "**Further Securitisation**").

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction carried out by a company are stated to be segregated from all other assets of the company and from those related to each other securitisation transaction, and, therefore, 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 receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation. Accordingly, the right, title and interest of the Issuer in and to the Claims should be segregated from all other assets of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to any Further Securitisation) and amounts deriving therefrom should be available on a winding-up of the

Issuer only to satisfy the obligations of the Issuer to the Noteholders and the payment of any amounts due and payable to the other Issuer Creditors.

Although the Securitisation Law provides for the assets relating to a securitisation transaction carried out by the Issuer to be segregated and separated from those of the Issuer or of other securitisation transactions carried out by the Issuer, such as any Further Securitisation, this segregation principle will not extend to the tax treatment of the Issuer and should not affect the applicable methods of calculation of the net taxable income of the Issuer.

Tax treatment of the Issuer

Taxable income of the Issuer is determined, without any special rights, in accordance with Italian presidential decree No. 917 of 22 December 1986 as subsequently amended (the Italian Income Taxes Consolidated Code). Based on the general rules applicable to the calculation of the net taxable income of a company, pursuant to which such taxable income should be calculated on the basis of accounting earnings (i.e. on-balance sheet earnings), subject to such adjustments as are specifically provided for by applicable income tax rules and regulations and according to the guidelines of the Italian tax authorities (circular No. 8/E of 6 February 2003 and tax ruling No. 77/E of 4 August 2010), no taxable income should accrue to the Issuer until the satisfaction of the obligations of the Issuer to the holders of the Notes, to the Other Issuer Creditors and to any third-party creditor to whom the Issuer has incurred costs, liabilities, fees and expenses in relation to the Securitisation of the Claims. Future rulings, guidelines, regulations or letters relating to the Securitisation Law issued by the Italian Ministry of Economy and Finance, or other competent authorities, might alter or affect the tax position of the Issuer, as described above.

Pursuant to the Bank of Italy regulations, the accounting information relating to the Securitisation of the Claims will be contained in the Issuer's *Nota Integrativa* which, together with the balance sheet and the profit and loss statements, forms part of the financial statements of Italian limited liability companies (*società a responsabilità limitata*).

Regulatory Capital Framework

The Basel Committee on Banking Supervision (the "**Basel Committee**") approved significant changes to Basel II (being the revised international capital framework of the Basel Committee, published in 2004) regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "**Basel III**"). In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new 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 (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**"). Member States were required to implement the new capital standards from 1 January 2014 and the new Liquidity Coverage Ratio from January 2015 (with provision for phased implementation, meaning that the measure will not apply in full until January 2019) and will be required to implement the Net Stable Funding Ratio from January 2018. The changes have been implemented in the European Union through amendments to Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 (the "**CRD IV**") and Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 (the "**CRR**").

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 a consultative document setting out 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 per cent. instead of 20 per cent.

Implementation of the Basel II framework (to the extent that it has not already been fully implemented in member countries) and/or of any of the changes introduced by the Basel Committee 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.

Investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel II framework (including the

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.

Liquidity Coverage Ratio And High Quality Liquid Assets

Further to the introduction of the Liquidity Coverage Ratio ("**LCR**") under the CRR, a delegated act has been adopted in October 2014 and published in the Official Journal of the European Union in January 2015 (the "**Delegated Act**"). The Delegated Act sets out rules governing what assets can be considered as high quality liquid assets ("**HQLA**") and how the expected cash outflows and inflows are to be calculated under stressed conditions. HQLA are assets that can be sold on private markets with no loss or little loss of value, even in stressed conditions. The Delegated Act shall be applicable from 1 October 2015, under a phase-in approach before it becomes binding from 1 January 2018. This progressive implementation of the LCR is meant to allow credit institutions sufficient time to build up their liquidity buffers, whilst preventing a disruption of the flow of credit to the real economy during the transitional period. With specific reference to securitisation transactions, the Delegated Act - recognizing the good liquidity performance of certain securitisations and in order to ensure consistency across financial sectors - identifies certain criteria to be complied with by securitisation instruments to be eligible as level 2B assets for credit institutions' liquidity buffers.

Neither the Issuer, the Originators, the Arranger, the Class A Notes Subscribers nor the Junior Notes Subscribers gives any representation or warranty as to whether the Securitisation complies with the specific requirements set out under the Delegated Act and, accordingly, as to the eligibility of the Notes as level 2B assets for credit institutions' liquidity buffers.

In general, prospective investors in the Class A Notes and the Junior Notes should make their own independent decision whether to invest in any of such Notes and whether an investment in the any of the Notes is appropriate or proper for them in their particular circumstances and in light of, *inter alia*, this specific matter, based upon their own judgment and upon advice from such own advisers as they may deem necessary and/or by seeking guidance from their relevant national regulator. No predictions can be made as to the precise effect of such matter on any investor or otherwise.

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

General overview

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. 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 charge 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. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger, the Originators, the Class A Notes Subscribers or the Junior Notes Subscribers 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.

Prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to regulated investors (including, *inter alia*, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds, credit institutions, investment firms or other financial institutions) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 (five) per cent. in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a proportional additional risk weighting on the

notes acquired by the relevant investor. Such requirements are provided, *inter alia*, by the EU regulations (without prejudice to any other applicable EU regulations) set forth under the sub-paragraphs below.

The CRR

The European Parliament and the EU Council adopted on 26 June 2013 Regulation (EU) No. 575/2013 and Directive 2013/36/EU (the so-called "**CRD IV**"). In particular, Directive 2013/36/EU governs the access to deposit-taking activities and Regulation No. 575/2013 (the "**CRR**") establishes the prudential requirements institutions need to respect. The CRD IV has replaced and recast, in general, with effect from 1 January 2014, Directives 2006/48/EC and 2006/49/EC, as amended by Directive 2009/111/EC. In particular, pursuant to article 163 of CRD IV, Directive 2006/48/EC and 2006/49/EC have been repealed with effect from 1 January 2014 and references to such repealed Directives shall be construed as references to CRD IV and to CRR and shall be read in accordance with the correlation tables set out respectively in the CRD IV and in the CRR.

The main role of CRD IV is to implement in the EU the key Basel III reforms agreed in December 2010. These include, *inter alios*, amendments to the definition of capital and counterparty credit risk and the introduction of a leverage ratio and liquidity requirements. In particular, investors should be aware of articles 404 to 410 of the CRR which apply, in general, to newly issued securitisations after 31 December 2010. In addition, the European Banking Authority published on 17 December 2013 the final draft regulatory technical standards ("**RTS**") on securitisation retention rules and related requirements, as well as the final draft implementing technical standards ("**ITS**") on the convergence of supervisory practices related to the implementation of additional risk weights in the case of non-compliance with the retention rules consultation paper. These RTS and ITS have been developed respectively in accordance with article 410(2) and 410(3) of the CRR. In this respect, it has to be noted that: (i) with respect to RTS, on 13 March 2014, it has been published, in the Official Journal of the European Union, the Commission Delegated Regulation (EU) No. 625/2014 (which has entered into force the twentieth day following the date of such publication) supplementing the CRR by way of regulatory technical standards specifying the requirements for investor, sponsor, original lenders and originator institutions relating to exposures to transferred credit risk; and (ii) with respect to ITS, on 5 June 2014, it has been published in the Official Journal of the European Union, the Commission Delegated Regulation (EU) No. 602/2014 (which has entered into force the twentieth day following the date of such publication), laying down implementing technical standards for facilitating the convergence of supervisory practices with regard to the implementation of additional risk weights according to the CRR. No assurance can be provided that any changes made or that will be made in connection with CRD IV and/or CRR (including through the corresponding regulatory technical standards) will not affect the requirements applying to relevant investors.

In particular, in Europe, investors should be aware that the CRR restricts an institution (credit institution, investment firm or other financial institution) from investing in asset-backed securities unless the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to such institution that it will retain, on an ongoing basis, a net economic interest of not less than 5 (five) per cent. in respect of certain specified credit risk tranches or asset exposures as contemplated by article 405 of the CRR. In addition, article 406 of the CRR requires an EU regulated credit institution, before becoming exposed to the risks of a securitisation, and as appropriate thereafter, to be able to demonstrate to the competent authorities, for each securitisation transaction, that it has a comprehensive and thorough understanding of the key terms and risks of the transaction and it has undertaken certain due diligence in respect of, amongst other things, its note position and the underlying exposures and that procedures are established for such activities to be conducted on an on-going basis.

Pursuant to article 407 of the CRR, where an institution does not meet the requirements in articles 405, 406 or 409 of the CRR in any material respect by reason of the negligence or omission of the institution, the competent authorities shall impose a proportionate additional risk weight of no less than 250 per cent of the risk weight (capped at 1,250 per cent.) which shall apply to the relevant securitisation positions in the manner specified in the CRR.

The AIFM

On 22 July 2013, Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers ("**AIFM**") became effective. article 17 of AIFM required the EU Commission to adopt level 2 measures similar to those

set out in CRR, permitting EU managers of alternative investment funds ("**AIFMs**") to invest in a securitisation transaction on behalf of the alternative investment funds they manage only if the originator, sponsor or original lender has explicitly disclosed that it will retain on an ongoing basis, a material net economic interest of not less than 5 (five) per cent. in respect of certain specified credit risk tranches or asset exposures and also to undertake certain due diligence requirements. Commission Delegated Regulation (EU) No. 231/2013, supplementing Directive 2011/61/EU of the European Parliament and of the Council, as amended and supplemented from time to time (the "**AIFM Regulation**") included those level 2 measures. Certain requirements in the AIFM Regulation are similar to those which apply under the CRR, but however they are not identical. In particular, the AIFM Regulation requires AIFMs to ensure that the sponsor or originator of a securitisation transaction meets certain underwriting and originating criteria in granting credit, and imposes more extensive due diligence requirements on AIFMs investing in securitisations than the ones are imposed on prospective investors under the CRR. Furthermore, AIFMs who discover after the assumption of a securitisation exposure that the retained interest does not meet the requirements, or subsequently falls below 5 (five) per cent. of the economic risk, are required to take such corrective action as is in the best interests of investors. It is unclear how this last requirement is expected to be addressed by AIFMs should those circumstances arise. The requirements of the AIFM Regulation apply to new securitisations issued on or after 1 January 2011.

AIFM has been implemented in Italy through: (i) Legislative Decree No. 44 of 4 March 2014, (ii) a first regulation issued by the Bank of Italy in conjunction with CONSOB on 29 October 2007 (as amended from time to time, lastly on 19 January 2015) amending the existing legislation with regard to investment intermediaries ("*Regolamento congiunto in materia di organizzazione e procedure degli intermediari del 29 ottobre 2007*") and (iii) a further regulation issued by the Bank of Italy ("*Regolamento sulla gestione collettiva del risparmio*") on 19 January 2015 (as amended on 23 December 2016). The two regulations under items (ii) and (iii) above entered into force on 3 April 2015.

The Solvency II Directive

Directive 2009/138/EU, as subsequently amended (the "**Solvency II Directive**") requires the adoption by the European Commission of implementing measures that complement the high level principles set out in the Solvency II Directive. On 10 October 2014, the European Commission adopted a Delegated Regulation (EU) 2015/35 (the "**Solvency II Regulation**"). Solvency II Regulation sets forth, among others, (i) the requirements that will need to be met by originators of asset-backed securities in order for EU insurance and reinsurance companies to be allowed to invest in such instruments (including, inter alios, the requirement that the originator, the sponsor or the original lender retains a material net economic interest in the underlying assets of no less than 5 (five) per cent.) (article 254); and (ii) the qualitative requirements that must be met by insurance or reinsurance companies that invest in such securities (including, inter alios, the requirement that insurance and reinsurance companies shall conduct adequate due diligence prior to make the investment, including an assessment of the commitment of the originator, sponsor or original lender to maintain a material net economic interest in the securitisation of no less than 5 (five) per cent.) on an ongoing basis) (article 256).

Certain aspects of the requirements and what is or will be required to demonstrate compliance to national regulators have been recently implemented while others remain unclear and this uncertainty is increased by certain legislative developments. In particular, in the context of the requirements which apply in respect of some investors, the corresponding interpretation materials (to be made in the form of technical standards) have not yet been finalised. No assurance can be provided that such final materials will not affect the compliance position of previously issued transactions and/or the requirements applying to relevant investors in general.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. Prospective Noteholders should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

In the Class A Notes Subscription Agreement, each of the Originators has agreed to comply with its obligation to retain a material net economic interest in the Securitisation in accordance with option (1)(d) of article 405 of the CRR and the relevant implementing regulations issued by the Bank of Italy, option (1)(d) of article 51 of the AIFM Regulation and option 2(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter). Accordingly, as at the Issue Date, each of the Originators will hold an interest

in the Junior Notes which is not less than 5 per cent. of the nominal value of the securitised exposures. See also section headed "*Regulatory Disclosure and Retention Undertaking*" for further information.

Prospective Noteholders are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any and all relevant requirements applicable to it and none of the Issuer, the Arranger, the Class A Notes Subscribers, the Junior Notes Subscribers, the Originators or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes. Prospective Noteholders who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non-compliance with the applicable provisions and any implementing rules in a relevant jurisdiction should seek guidance from their regulator.

The EU risk retention and due diligence requirements described above 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 may result in a negative impact on the price and liquidity of the Notes in the secondary market.

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

A severe or extended downturn in the Republic of Italy's economy could adversely affect the results of operations and the financial condition of the Originators which could in turn affect the ability to perform its obligations under the Transaction Documents to which it is a party and, solely with reference to macro-economic conditions affecting the Republic of Italy, the ability of Borrowers to repay the Claims.

The Issuer is affected by disruptions and volatility in the global financial markets. During the period between 2011 and 2012, the debt crisis in the Euro-zone intensified and three countries (Greece, Ireland and Portugal) requested the financial aid of the European Union and the International Monetary Fund. In 2013, aid was also requested by Cyprus. 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.

Credit quality has generally declined, as reflected by downgrades suffered by several countries in the Euro-zone, including Italy, since the beginning of the sovereign debt crisis in May 2010. The large sovereign debts and fiscal deficits in European countries have raised concerns regarding the financial condition of Euro-zone financial institutions and their exposure to such countries. These concerns may have an impact on Euro-zone banks' funding. In particular, the credit ratings assigned to the Class A Notes, 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 Class A Notes could be reduced.

In addition these potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes or have other unforeseen consequences relevant to the Noteholders. These developments could have material adverse impacts on financial markets and economic conditions throughout the world and, in turn, the market's anticipation of these impacts could have a material adverse effect on the business, financial condition and liquidity of the parties to the Transaction. In particular, these developments could disrupt payment systems, money markets, long-term or short-term fixed income markets, foreign exchange markets, commodities markets and equity markets and adversely affect the cost and availability of funding. Certain impacts, such as increased spreads in money markets and other short term rates, have already been experienced as a result of market expectations. These factors and general market conditions could adversely affect the performance of the Notes. There can be no assurance that governmental or other actions will improve these conditions in the future.

The performance of the Notes may be adversely affected by the vote of the United Kingdom to leave the European Union in a referendum held on 23 June 2016

On 23 June 2016 the United Kingdom voted to leave the European Union in a referendum (the "**Brexit Vote**"). At this stage both the terms and the timing of the United Kingdom's exit from the European Union are unclear. Moreover, the nature of the relationship of the United Kingdom with the remaining EU member

states (the "**EU27**") has yet to be discussed and negotiations with the EU on the terms of the exit have yet to commence. In addition to the economic and market uncertainty this brings (please see paragraph headed "*Market uncertainty*" below) there are a number of potential risks for the Securitisation that Noteholders should consider:

Legal uncertainty

A significant proportion of English law currently derives from or is designed to operate in concert with European Union law. This is especially true of English law relating to financial markets (including derivatives markets), financial services, prudential and conduct regulation of financial institutions, bank recovery and resolution, payment services and systems, settlement finality and market infrastructure. Depending on the timing and terms of the UK's exit from the EU, significant changes to English law in areas relevant to the Securitisation. The Issuer cannot predict what any such changes will be and how they may affect payments of principal and interest to the Noteholders.

Market uncertainty

Since the Brexit Vote, there has been volatility and disruption of the capital, currency and credit markets, including the market for asset-backed securities.

Potential investors should be aware that these prevailing market conditions affecting asset-backed securities could lead to reductions in the market value and/or a severe lack of liquidity in the secondary market for instruments similar to the Notes. Such falls in market value and/or lack of liquidity may result in investors suffering losses on the Notes in secondary re-sales even if there is no decline in the performance of the Portfolio.

The Issuer cannot predict when these circumstances will change and whether, if and when they do change, there would be an increase in the market value and/or there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Ratings of the Class A Notes

Limited nature of credit ratings assigned to the Class A Notes

The credit rating assigned to the Class A Notes reflects the Rating Agencies' assessment only of the expectation of default risk, where default risk is defined as the failure to make payment of principal and/or interest under the contractual terms of the rated obligations. These ratings are based, among other things, on the Rating Agencies' determination of the value of the Claims, the reliability of the payments on the Claims and the availability of credit enhancement.

The ratings do not address the following:

- the adequacy of market price for the Class A Notes; or
- whether an investment in the Class A Notes is a suitable investment for a Noteholder (including without limitation, any accounting and/or regulatory treatment); or
- the tax-exempt nature or taxability of payments made in respect of the Class A Notes.

A credit 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. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies as a result of changes in or unavailability of information or if, in the sole judgement of the Rating Agencies, the credit quality of the Class A Notes has declined or is in question. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Class A Notes.

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 Class A 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 credit institutions, investment firms, insurance undertakings, reinsurance undertakings, institutions for occupational retirement provision, management companies, investment companies, alternative investment fund managers and central counterparties) 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 Regulation (EU) 1060/2009 of 16 September 2009, as subsequently amended (the "**CRA Regulation**").

As of the date of this Prospectus, the Rating Agencies are incorporated in the European Union and have been registered in compliance with the requirements of the CRA Regulation.

Events affecting the rating of the Class A Notes

The credit ratings which will be assigned to the Class A Notes by DBRS and Moody's on the Issue Date will be based on a number of different factors including (without limitation) the credit quality of the Claims, the transaction structure and documentation, certain events relating to the Servicers, the ratings of the Servicers, the Back-up Servicer, the Transaction Bank, the Agent Bank and the Italian Paying Agent and reflect the views of the Rating Agencies. Future events such as any deterioration of the Portfolio, the unavailability or the delay in the delivery of information, the failure by the Transaction Parties to perform their respective obligations under the Transaction Documents and the revision, suspension or withdrawal of the rating of the unsecured, unsubordinated and unguaranteed debt obligations of third parties involved in the Securitisation could have an adverse impact on the credit ratings of the Class A Notes, which may be subject to revision or withdrawal at any time by the Rating Agencies. In addition, in the event of downgrading of the rating of the unsecured, unsubordinated and unguaranteed debt obligations of third parties involved in the Securitisation, there is no guarantee that the Issuer will be in a position to secure a replacement for the relevant third party or there may be a significant delay in securing such a replacement and, consequently, the ratings of the Class A Notes may be affected.

CRA3 Regulation

Prospective investors are responsible for ensuring that an investment in the Notes is compliant with all applicable investment guidelines and requirements and in particular any requirements relating to ratings.

In this context, prospective investors should note the provisions of CRA Regulation, as amended by Regulation 462/2013 (EU) (the "**CRA3 Regulation**") which is effective as of 20 June 2013.

CRA3 Regulation provisions increase the regulation and supervision of credit rating agencies by ESMA (the European Securities and Markets Authority) and impose new obligations on (among others) issuers of securities established in the EU. In particular, issuers, originators and sponsors of structured finance instruments ("**SFI**") established in the European Union (which includes the Issuer and the Originator) must jointly publish certain information about those SFI on an ad hoc website maintained by ESMA (article 8(b) of CRA3 Regulation). This includes information on, amongst others: (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.

The CRA3 Regulation regulatory technical standards have been implemented through Regulation (EU) No. 2015/3 (the "**Regulation 2015/3**") which will apply from 1 January 2017, save for article 6(2) of the CRA3 Regulation, which applies from 26 January 2015. Such technical standards specify:

(a) the information that the issuers, originators and sponsors must publish to comply with article 8b of CRA3 Regulation;

(b) the frequency with which this information should be updated; and

(c) a standardised disclosure template for the disclosure of this information.

Furthermore, in accordance with such provision ESMA was expected to publish on its website by 1 July 2016 the technical instructions to be complied with by reporting entities in order to submit they data files containing

the information to be reported starting from 1 January 2017. However, as at the date of this Prospectus, such technical instructions have not been published yet.

On 27 April 2016, ESMA published a statement clarifying its position with respect to the application of the securitisation disclosure obligations provided for under article 8(b) of CRA3 Regulation and its related expectations with respect to compliance. This statement confirmed that: (i) ESMA is unable to establish the new website required under article 8b of CRA3 Regulation for disclosures (and does not expect to publish corresponding technical specifications for the website); (ii) ESMA does not expect to be in a position to receive the information related to structured finance instruments from reporting entities from the initial application date of 1 January 2017; and (iii) ESMA expects that new securitisation legislation under the Capital Markets Union (CMU) action plan, which is currently in the legislative process, will provide clarity on future obligation regarding reporting on structured finance instruments. Please note that this statement does not formally repeal article 8(b) of CRA3 Regulation, but it does provide comfort that ESMA does not expect compliance action to be taken under article 8(b) of CRA3 Regulation from the application date, thus effectively postponing the application of article 8(b) of CRA3 Regulation pending the securitisation-related legislative process under the CMU action plan.

The Issuer has appointed, pursuant to the terms of the Agency and Accounts Agreement, C.R.Asti (in its capacity as such) to act as the designated reporting entity for the purposes of complying with any applicable requirements under Article 8b of CRA3 Regulation and the corresponding implementing measures from time to time (including the disclosure and reporting requirements under articles 3 to 7 of Regulation No. 2015/3) (together, the "**Article 8b Requirements**") in respect of any relevant Notes issued by the Issuer in the context of the Securitisation.

Pursuant to the terms of the Agency and Accounts Agreement, C.R.Asti accepted its appointment as the designated reporting entity as described above and agreed on behalf of the Issuer to perform (or to procure the performance of) all activities as are required in order for the Issuer to comply with the Article 8b Requirements applicable to it from time to time in respect of any relevant Notes issued by the Issuer in the context of the Securitisation and to carry out such activities in accordance with the Article 8b Requirements and any related technical reporting instructions made by ESMA. Amongst others, on or after 1 January 2017, C.R.Asti will provide on behalf of the Issuer to ESMA notice of its appointment as the designated reporting entity for the purposes of complying with the Article 8b Requirements and to provide such notice in accordance with article 2(2) of Regulation (EU) No. 2015/3 and any corresponding formal guidance provided by ESMA.

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

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.

All capitalised words and expressions used in this section and not otherwise defined shall have the meanings ascribed to such words and expressions elsewhere in this Prospectus.

1. THE PRINCIPAL PARTIES

Issuer.. Asti Group PMI S.r.l. (the "**Issuer**"), a limited liability company with a sole quotaholder incorporated under the laws of the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**") as a *società a responsabilità limitata*, having its registered office at via Eleonora Duse, 53, 00197, Italy, with a quota capital of Euro 10,000.00 (fully paid up), fiscal code and enrolment with the companies register of Rome number 14109461005, enrolled in the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento del Governatore della Banca d'Italia del 1 ottobre 2014*) under number 35330.0 and having as its sole corporate object the performance of securitisation transactions under the Securitisation Law. The issued equity capital of the Issuer is entirely held by Stichting Markerburg.

The Issuer has been established as a multi-purpose vehicle for the purposes of issuing asset-backed securities and, accordingly, it may carry out other securitisation transactions in addition to the one contemplated in this Prospectus, subject to certain conditions.

See "*The Issuer*", "*Transaction Overview —The Portfolio*" and "*The Portfolio*", below.

Stichting Markerburg.......................... Stichting Markerburg ("**Stichting Markerburg**") is a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Hoogoorddreef 15, 1101BA Amsterdam, The Netherlands.

Originators... Cassa di Risparmio di Asti S.p.A., a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at piazza Libertà, 23, 14100 Asti, Italy, registered with the companies' register of Asti under No. 00060550050 and with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of the Italian legislative decree No. 385 of 1 September 1993 (the "**Banking Act**") under No. 5142, parent company of the "Gruppo Bancario Cassa di Risparmio di Asti S.p.A." registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under No. 6085 ("**C.R.Asti**").

Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A., a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at via Carso, 15, 13900 Biella, Italy, registered with the companies' register of Biella under No. 01807130024 and with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of the Banking Act under No. 5239, belonging to the "Gruppo Bancario Cassa di Risparmio di Asti S.p.A." registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under No. 6085 and directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by C.R.Asti ("**Biver**" and, together with C.R.Asti, the "**Originators**" and, any one of them, the "**Originator**").

C.R.Asti sold the Initial C.R.Asti Claims (as defined below) to the Issuer pursuant to the terms of a transfer agreement dated 31 January 2017 (the "**Initial Execution Date**"), as subsequently amended on 14 March 2017 (the "**Signing Date**") between the Issuer and C.R.Asti (the "**C.R.Asti Transfer Agreement**").

Biver sold the Initial Biver Claims (as defined below) to the Issuer pursuant to the terms of a transfer agreement dated the Initial Execution Date, as subsequently amended on the Signing Date, between the Issuer and Biver (the "**Biver Transfer Agreement**" and, together with the C.R.Asti Transfer Agreement, the "**Transfer Agreements**" and any of them the "**Transfer Agreement**").

See "*The Originators and Servicers*", "*Transaction Overview – The Portfolio*", "*The Transfer Agreements*" and "*The Warranty and Indemnity Agreements*", below.

Representative of the Noteholders ...... BNP Paribas Securities Services, Milan branch a French *société en commandite par actions* with capital stock of €177,453,913, having its registered office at 3, Rue d'Antin, Paris, France, operating for the purpose hereof through its Milan branch located in piazza Lina Bo Bardi, 3, 20124 Milan, Italy, registered with the companies' register held in Milan at number 13449250151, fiscal code and VAT number 13449250151, enrolled in the register of banks (*albo delle banche*) held by the Bank of Italy at number 5483 ("**BNPSS**"), or any other person for the time being acting as such, is the representative of the holders of the Notes (the "**Representative of the Noteholders**") pursuant to the Intercreditor Agreement (as defined below) dated the Signing Date.

Corporate Servicer .... KPMG Fides Servizi di Amministrazione S.p.A., a joint stock company (*società per azioni*) incorporated and organised under the laws of the Republic of Italy, with registered office at via Vittor Pisani, 27, Milan, Italy, acting through its office at via Eleonora Duse, 53, 00197 Rome, Italy registered with the companies' register of Milan under number 103478, fiscal code and VAT number 00731410155, is the corporate services provider to the Issuer (in such capacity, the "**Corporate Servicer**"). Pursuant to the terms of a corporate services agreement dated the Signing Date, the Corporate Servicer has agreed to provide certain administrative and secretarial services to the Issuer (the "**Corporate Services Agreement**").

See "*Other Transaction Documents – The Corporate Services Agreement*", below.

Subordinated Loan Providers .... C.R.Asti and Biver are the subordinated loan providers (in such capacity, the "**Subordinated Loan Providers**") pursuant to the terms of a subordinated loan agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Subordinated Loan Providers (the "**Subordinated Loan Agreement**") pursuant to which:

(a) C.R.Asti has agreed to grant to the Issuer a subordinated loan in an amount equal to €23,027,550 (the "**C.R.Asti Subordinated Loan**"); and

(b) Biver has agreed to grant to the Issuer a subordinated loan in an amount equal to €8,822,450 (the "**Biver Subordinated Loan**" and, together with the C.R.Asti Subordinated Loan, the "**Subordinated Loans**").

The Subordinated Loans will be repaid in accordance with the applicable Priority of Payments. The Subordinated Loans will be drawn down by the Issuer on the Issue Date (as defined below) and immediately credited to:

(a) the Cash Reserve Account in an amount equal to € 14,000,000;

(b) the Set-off Reserve Account in an amount equal to €17,800,000 (the "**Initial Set-off Reserve Amount**"); and

(c) the Expenses Account in an amount equal to €50,000.

Servicers .... C.R.Asti (in such capacity, the "**Servicer of the C.R.Asti Portfolio**") will administer the C.R.Asti Portfolio (as defined below) on behalf of the Issuer pursuant to the terms of a servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and C.R.Asti as Servicer of the C.R.Asti Portfolio (the "**C.R.Asti Servicing Agreement**").

Biver (in such capacity, the "**Servicer of the Biver Portfolio**" and, together with the Servicer of the C.R.Asti Portfolio, the "**Servicers**" and any of them a "**Servicer**") will administer the Biver Portfolio (as defined below) on behalf of the Issuer pursuant to the terms of a servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and Biver as Servicer of the Biver Portfolio (the "**Biver Servicing Agreement**" and, together with the C.R.Asti Servicing Agreement, the "**Servicing Agreements**" and any of them the "**Servicing Agreement**").

See "*Transaction Overview - The Portfolio*", "*The Credit and Collection Policies*", "*The Originators and Servicers*" and "*The Servicing Agreements and the Back-up Servicing Agreement*", below.

Back-up Servicer .... UNIPOL Banca S.p.A., a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, registered in the companies register of Bologna under number 03719580379 and with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of the Banking Act under number 5005, directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by "Unipol Gruppo Finanziario S.p.A." is the back-up servicer (the "**Back-up Servicer**") pursuant to the terms of a back-up servicing agreement dated the Signing Date and entered into between the Issuer, the Servicers, the Representative of the Noteholders and the Back-up Servicer (the "**Back-up Servicing Agreement**").

Pursuant to the Back-up Servicing Agreement, the Back-up Servicer has agreed to replace the Servicer of the C.R.Asti Portfolio and/or the Servicer of the Biver Portfolio, as the case may be, and to perform the duties and obligations set forth in the relevant Servicing Agreement, in the event of C.R.Asti and/or Biver, as the case may be, ceasing to act as Servicer of the C.R.Asti Portfolio and/or Servicer of the Biver Portfolio under the relevant Servicing Agreement.

See "*The Servicing Agreements and the Back-up Servicing Agreement*", below.

Computation Agent .... BNPSS, or any other person for the time being acting as such, is the computation agent to the Issuer (in such capacity, the "**Computation Agent**") pursuant to the terms of an agency and accounts agreement dated the Signing Date between the Issuer, the Representative of the Noteholders, the Computation Agent, the Transaction Bank, the Italian Paying Agent, C.R.Asti, Biver and the Agent Bank (the "**Agency and Accounts Agreement**"). See "*Transaction Overview – The Portfolio*" and "*The Agency and Accounts Agreement*", below.

Transaction Bank .... BNPSS, or any other person for the time being acting as such, is the transaction bank to the Issuer in respect of certain of the Issuer's bank accounts and financial investments or other investments held by the Issuer (in such capacity, the "**Transaction Bank**") pursuant to the terms of the Agency and Accounts Agreement. The Transaction Bank has opened, and will maintain, certain bank and securities accounts in the name of the Issuer and will operate such accounts in the name and on behalf of the Issuer. In addition, the Transaction Bank will perform certain management functions on behalf of the Issuer. See "*Transaction Overview - The Accounts of the Issuer*", "*The Agency and Accounts Agreement*", "*The Issuer's Bank Accounts*" and "*The Transaction Bank*", below.

Italian Paying Agent............................ BNPSS, or any other person for the time being acting as such, will be the Italian paying agent (in such capacity, the "**Italian Paying Agent**") pursuant to the terms of the Agency and Accounts Agreement. See "*The Agency and Accounts Agreement*", below.

Agent Bank.. BNPSS, or any other person for the time being acting as such, will be the agent bank and will determine, among others, the EURIBOR and the Rate of Interest applicable to the Notes during the following Interest Period, as well as the Interest Amount and the Interest Payment Date in respect of such Interest Period (in such capacity, the "**Agent Bank**") pursuant to the terms of the Agency and Accounts Agreement. See "*The Agency and Accounts Agreement*", below.

Arranger UniCredit Bank AG, a bank incorporated as a public company limited by shares (*aktiengesellschaft*) organised under the laws of the Federal Republic of Germany, registered with commercial register administered by the Local Court of Munich at number HR B 421 48, belonging to the "**Gruppo Bancario UniCredit**" and having its head office at Arabellastrasse 12, D-81925 Munich, Federal Republic of Germany (the "**Arranger**").

2. THE PRINCIPAL FEATURES OF THE NOTES

The Notes.. On 15 March 2017 (the "**Issue Date**"), the Issuer will issue:

(a) €700,000,000 Class A Asset Backed Floating Rate Notes due 2080 (the "**Class A Notes**"); and

(b) €485,339,000 Class B Asset Backed Floating Rate Notes due 2080 (the "**Junior Notes**" and, together with the Class A Notes, the "**Notes**").

The Notes will constitute direct, secured, limited recourse obligations of the Issuer. It is not anticipated that the Issuer will make any profits from this transaction. The Notes will be governed by Italian law.

Form and denomination of the Notes . The authorised denomination of the Notes will be €100,000 and integral multiples of €1,000.

The Notes are issued in bearer form and will be held in dematerialised form and will be wholly and exclusively deposited with Monte Titoli in accordance with article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, through the authorised institutions listed in article 83-*quater* of such legislative decree.

The Notes will be held by Monte Titoli on behalf of the Noteholders until redemption and cancellation for the account of each relevant Monte Titoli Account Holder. Monte Titoli shall act as depository for Clearstream, Luxembourg and Euroclear. The Notes will at all times be in book entry form and title to the Notes will be evidenced by, and title thereto will be transferred by means of, book entries in accordance with: (i) the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998; and (ii) the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Notes.

Ranking .... In respect of the obligations of the Issuer to pay interest and to repay principal on the Notes, the terms and conditions of the Notes (the "**Conditions**") and the Intercreditor Agreement provide that:

(a) in respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:

(i) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the Junior Notes; and

(ii) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the Class A Notes;

(b) in respect of the obligations of the Issuer to repay principal on the Notes, prior to the service of an Issuer Acceleration Notice:

(i) the Class A Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest in respect of the Class A Notes and in priority to repayment of principal on the Junior Notes; and

(ii) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal on the Class A Notes, and no amount of principal in respect of the Junior Notes shall become due and payable or be repaid until redemption in full of the Class A Notes;

(c) in respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*):

(i) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to payment of interest and repayment of principal on the Junior Notes; and

(ii) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment in full of all amounts due under the Class A Notes.

See "*Transaction Overview – Priority of Payments*", "*Transaction Overview - Redemption of the Notes*", "*Risk Factors – Subordination and credit enhancement*" and "*Terms and Conditions of the Notes*", below.

Limited recourse nature of the Issuer's obligations under the Notes... The obligations of the Issuer to each of the holders of the Notes will be limited recourse obligations of the Issuer. The Noteholders will 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.

Costs.. The costs of the transaction (with the exception of certain initial costs of setting up the transaction which will be paid by the Originators pursuant to the Subscription Agreements) including the amounts payable to the various agents of the Issuer appointed in connection with the issue of the Notes, will be funded from the Issuer Available Funds and will therefore be included in the Priority of Payments.

Interest on the Notes............................ The Class A Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to EURIBOR (as determined by the Agent Bank in accordance with the Conditions) for three-month deposits (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three and six month deposits in euro) plus 0.75 per cent. per annum, provided that such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped to and shall not in any event be higher than 3.50 per cent. per annum and lower than zero.

The Junior Notes will bear interest in accordance with Conditions 6(c) (*Rate of interest on the Notes*) and 6(d) (*Interest on the Junior Notes*).

"**Interest Payment Date**" means: (a) prior to the service of an Issuer Acceleration Notice, the twenty-ninth calendar day of January, April, July and October in each year (or, if any such date is not a Business Day, that date will be the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day), the first of such dates being in July 2017; and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Business Day**" means a day on which banks are open for business in Milan, Luxembourg and London and which is a TARGET Settlement Day.

"**Principal Amount Outstanding**" means, on any day:

(a) in relation to each Class, the aggregate principal amount outstanding of all Notes in such Class; and

(b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all Principal Payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that day.

"**Principal Payment**" means the principal amount redeemable in respect of each Note on any Interest Payment Date pursuant to Condition 7(e) (*Mandatory redemption of the Notes*).

"**Accumulation Date**" means, following the service of an Issuer Acceleration Notice, the earlier of: (i) each date on which the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments to be made in accordance with the Post-Enforcement Priority of Payments shall be equal to at least 10 per cent. of the aggregate Principal Amount Outstanding of all Classes of Notes and (ii) each day falling 10 Business Days before the day that, but for the service of an Issuer Acceleration Notice, would have been an Interest Payment Date.

Legal maturity date of the Notes.........

Save as described below and unless previously redeemed in full and cancelled as provided in the Conditions, the Issuer shall redeem the Notes on the Interest Payment Date which falls in October 2080 (the "**Maturity Date**") at their Principal Amount Outstanding, plus any accrued but unpaid interest.

If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds available to it in accordance with the Conditions for application in or towards such redemption, including the proceeds of any sale of Claims, any amount unpaid shall remain outstanding and the Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount, whether in respect of interest, principal or other amounts in respect of the Notes shall be finally and definitively cancelled.

"**Cancellation Date**" means the later of (i) the last Business Day in October 2082; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer.

Withholding tax on the Notes.............

A Noteholder who is resident for tax purposes, or an institutional investor incorporated in a country which does not allow for a satisfactory exchange of information will receive amounts of interest payable on the Notes net of Italian withholding tax referred to as a substitute tax (any such withholding or deduction for or on account of Italian tax under Decree 239, a "**Decree 239 Withholding**").

Upon the occurrence of any withholding for or on account of tax, whether or not through a substitute tax, from any payments of amounts due under the Notes, neither the Issuer, the Originators, the Representative of the Noteholders, the Italian Paying Agent nor any other person shall have any obligation to pay any additional amount to any Noteholders. See "*Taxation in the Republic of Italy*", below.

Segregation of Issuer's rights .... By operation of Italian law, (i) the Issuer's right, title and interest in and to the Claims, (ii) the Collections (to the extent that they are clearly identifiable as the Issuer's collections under the Claims), (iii) any monetary claims accrued by the Issuer in the context of the Securitisation, as well as (iv) any financial asset from time to time owned by the Issuer in the context of the Securitisation 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 Class A Notes (the "**Class A Noteholders**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Class A Noteholders, the "**Noteholders**"), each of the Other Issuer Creditors and any third-party creditor to whom the Issuer has incurred costs, fees, expenses or liabilities in relation to the securitisation of the Claims (together, the "**Issuer Creditors**").

Events of Default .... Subject to the other provisions of the Conditions, if any of the following events occurs:

(i) *Non-payment:*

the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes within 15 days of the due date for repayment of such principal or fails to pay any Interest Amount in respect of the Notes of the Most Senior Class within five days of the relevant Interest Payment Date; or

(ii) *Breach of other obligations:*

the Issuer defaults in the performance or observance of any of its 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 the Interest Amount or repayment of principal on the Most Senior Class of Notes pursuant to (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 requiring the same to be remedied and 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; or

(iii) *Breach of Representations and Warranties by the Issuer:*

any of the representations and warranties given by the Issuer under any of the Transaction Documents to which it is party is, or proves to have been, in the reasonable opinion of the Representative of the Noteholders, incorrect or erroneous in any material respect when made, or deemed to be made, or at any time thereafter, unless it has been remedied within 30 days after the Representative of the Noteholders has served a notice to the Issuer requiring remedy; or

(iv) *Insolvency of the Issuer:*

an Insolvency Event occurs with respect to the Issuer; or

(v) *Failure to take action*:

any action, condition or thing at any time required to be taken, fulfilled or done in order to:

(A) enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes and the Transaction Documents to which the Issuer is party; or

(B) to ensure that those obligations are legal, valid, binding and enforceable,

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Most Senior Class of Noteholders and requiring the same to be remedied; or

(vi) *Unlawfulness:*

it is or will become unlawful for the Issuer 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,

then the Representative of the Noteholders may in its absolute discretion, or, if so directed (i) in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes or (ii) by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding, shall deliver an Issuer Acceleration Notice in each case subject to having 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 service of an Issuer Acceleration Notice, all payments of principal, interest and other amounts in respect of the Notes of each Class shall become immediately due and repayable without further action or formality at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further notice or formality and shall be payable in accordance with the order of priority set out in Condition 3(e) (*Post-Enforcement Priority of Payments*) and on such dates as the Representative of the Noteholders may determine as being Interest Payment Dates.

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 under or in respect of the Notes (the "**Obligations**") or enforce the ring-fencing under the Securitisation Law and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of the Obligations or to enforce the ring-fencing under the Securitisation Law. In particular:

(i) no Noteholder is entitled, otherwise than as permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the ring-fencing under the Securitisation Law and no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders, where appropriate) is entitled to take any proceedings against the Issuer to enforce the ring-fencing under the Securitisation Law;

(ii) 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;

(iii) until the date falling two years and one day after the date on which the Notes and any other 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 an Issuer Acceleration Notice has been served or an Insolvency Event in respect of the Issuer 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

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

Limited recourse obligations of the 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 or *pari passu* with sums payable to such Noteholder; and

if the Servicers have given evidence to the Representative of the Noteholders and the Representative of the Noteholders is satisfied in that respect that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio or the ring-fencing under the Securitisation Law (whether arising from judicial enforcement proceedings, enforcement of the ring-fencing under the Securitisation Law or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents 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 Portfolio or the ring-fencing under the Securitisation Law (whether arising from judicial enforcement proceedings, enforcement of the ring-fencing under the Securitisation Law or otherwise) 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 deemed to be discharged in full.

The Organisation of the Noteholders and the Representative of the Noteholders

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 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, which is appointed by the Class A Notes Subscribers and Junior Notes Subscribers in the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.
Intercreditor Agreement......................	On the Signing Date, the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), Biver (in any capacity), the Corporate Servicer, the Subordinated Loan Providers, the Back-up Servicer, the Servicers, the Class A Notes Subscribers and the Junior Notes Subscribers (with the exception of the Issuer and the Noteholders, the "**Other Issuer Creditors**") have entered into an intercreditor agreement (the "**Intercreditor Agreement**"), pursuant to which the Other Issuer Creditors have agreed to the limited recourse nature of the obligations of the Issuer and to the Priority of Payments described below. The Intercreditor Agreement is governed by Italian law.
Mandate Agreement	Pursuant to the terms of a mandate agreement dated the Signing Date (the "**Mandate Agreement**"), the Representative of the Noteholders is empowered to take such action in the name of the Issuer, following the delivery of an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors. The Mandate Agreement is governed by Italian law.
Purchase of the Notes...........................	The Issuer may not purchase any Notes at any time.
Listing and admission to trading of the Class A Notes.................................	Application has also been made to the Luxembourg Stock Exchange for the Class A Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on its Regulated Market on 15March 2017.
Rating..	Upon issue it is expected that the Class A Notes will be rated "A(high)(sf)" by DBRS Ratings Limited ("**DBRS**") and "A2(sf)" by Moody's Investors Service Inc. ("**Moody's**" and, together with DBRS, the "**Rating Agencies**", which expression shall include any successor thereto). **A credit 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.

As of the date hereof, DBRS and Moody's are established in the European Union and are registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EC) No. 513/2011 and by Regulation (EU) No. 462/2013 (collectively, the "**CRA3**") and are included in the list of credit rating agencies registered in accordance with the CRA3 published on the website of the European Securities and Markets Authority: (http://www.esma.europa.eu/page/List-registered-and-certified-CRAs). 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 CRA3 unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA3 and such registration is not refused.

Selling Restrictions .... There are restrictions on the sale of the Notes and on the distribution of information in respect thereof. See "*Subscription and sale*", below.

Retention .... Under the terms of the Class A Notes Subscription Agreement each of the Originators has undertaken to the Issuer, the Representative of the Noteholders and the Arranger that it will retain, on an ongoing basis and in accordance with option (1)(d) of article 405 of the CRR and Part II, Chapter 6, Section IV of the Bank of Italy's guidelines No. 285 of 17 December 2013 (*Disposizioni di vigilanza per le banche*), as subsequently amended (the "**Instructions**"), option (1)(d) of article 51 the AIFM Regulation and option 2(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter), a material net economic interest of 5 per cent. in the Securitisation. Accordingly, as at the Issue Date, such interest will be comprised of an interest in the Junior Notes which is not less than 5 per cent. of the nominal value of the securitised exposures.

"**AIFM Regulation**" means the Commission Delegated Regulation (EU) 231/2013 of 19 December 2012, supplementing Directive 2011/61/EU of the European Parliament and of the Council, as amended and supplemented from time to time.

"**CRR**" means Regulation (EU) 575/2013 of the European Parliament and of the Council of 26 June 2013, as amended and/or supplemented from time to time, together with any guidelines, technical standards or Q&A responses published in relation thereto by the European Banking Authority (or any successor or replacement agency or authority).

"**Solvency II Regulation**" means the Commission Delegated Regulation (EU) 35/2015 of the European Parliament and of the Council of 10 October 2014, supplementing Directive 2009/138/EC of the European Parliament and of the Council), as amended and supplemented from time to time.

For further information, please see section "*Regulatory Disclosure and Retention Undertaking*" below.

Governing law .... The Notes are governed by, and shall be construed in accordance with, Italian law.

3. THE PORTFOLIO

Transfer of the Initial Claims.............

On the Initial Execution Date, pursuant to the Transfer Agreements the Issuer acquired from the Originators without recourse (*pro soluto*):

(a) the monetary claims (the "**Initial C.R.Asti Claims**") and other connected rights arising out of a portfolio consisting of secured and unsecured loans (the "**Initial C.R.**Asti **Portfolio**") owed to C.R.Asti; and

(b) the monetary claims (the "**Initial Biver Claims**") and other connected rights arising out of a portfolio consisting of secured and unsecured loans (the "**Initial Biver Portfolio**") owed to Biver.

The Initial C.R.Asti Claims and the Initial Biver Claims are collectively referred to as the "**Initial Claims**" and the Initial C.R.Asti Portfolio and the Initial Biver Portfolio are collectively referred to as the "**Initial Portfolio**".

The Initial C.R.Asti Claims, along with the Subsequent C.R.Asti Claims (as defined below) are defined as the "**C.R.Asti Claims**"). The Initial Biver Claims, along with the Subsequent Biver Claims (as defined below) are defined as the "**Biver Claims**" and, along with the C.R.Asti Claims, collectively the "**Claims**".

Payment of the purchase price of the Initial Claims to the Originators will be financed by, and will be limited recourse to, the proceeds of the issue of the Notes on the Issue Date.

Subject to the terms of, respectively, the C.R.Asti Transfer Agreement, the Biver Transfer Agreement and each relevant sale agreement (respectively, the "**C.R.Asti Sale Agreement**" ("*Contratto di Vendita C.R.Asti*") and the "**Biver Sale Agreement**") ("*Contratto di Vendita Biver*"), as defined in the relevant Transfer Agreement, each of the Originators may, subject to the satisfaction of certain conditions and in accordance with the terms of the Transaction Documents, sell to the Issuer, on a quarterly basis during the Revolving Period, additional portfolios of claims arising from, respectively, the C.R.Asti Loans and the Biver Loans (respectively, the "**Subsequent C.R**.**Asti Claims**" and the "**Subsequent Biver Claims**") having substantially the same characteristics as those comprised in, respectively, the Initial C.R.Asti Portfolio and the Initial Biver Portfolio.

The Purchase Price in respect of each Subsequent C.R.Asti Portfolio and Subsequent Biver Portfolio (each as defined below), equal to the sum of all relevant Subsequent Claim Individual Purchase Prices, will be funded through the Issuer Available Funds in accordance with the Pre-Enforcement Priority of Payments.

The Issuer has no assets other than the Claims and the Issuer's Rights (as defined below) as described in this Prospectus.

The Subsequent C.R.Asti Claims and the Subsequent Biver Claims are referred to as, respectively, the "**Subsequent C.R.Asti Portfolio** and the "**Subsequent Biver Portfolio**". The Subsequent C.R.Asti Portfolio and the Subsequent Biver Portfolio are collectively referred to as the "**Subsequent Portfolios**" and each a "**Subsequent Portfolio**".

The Initial C.R.Asti Portfolio, along with the Subsequent C.R.Asti Portfolios, the "**C.R.Asti Portfolio**", the Initial Biver Portfolio, along with the Subsequent Biver Portfolios, the "**Biver Portfolio**" and, along with the C.R.Asti Portfolio, the "**Portfolio**".

"**Revolving Period**" means the period from an including the Issue Date to the date on which each of the Biver Revolving Period and the C.R.Asti Revolving Period are terminated.

"**Biver Revolving Period**" means the period from and including the Issue Date to the earlier of:

(a) the Interest Payment Date falling in October 2018 (included);

(b) the date on which an Issuer Acceleration Notice is delivered to the Issuer or, if earlier, the first Interest Payment Date (excluded) immediately following the date on which a Purchase Termination Event Notice is delivered to the Issuer pursuant to the Biver Transfer Agreement;

(c) the first Interest Payment Date (excluded) immediately following the second consecutive relevant Offer Date on which the conditions under clause 2.7(a) of the Biver Transfer Agreement have not been met with respect to the Portfolio; or

(d) the date on which a notice under Condition 7(c) (*Optional Redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) is delivered.

"**C.R.Asti Revolving Period**" means the period from and including the Issue Date to the earlier of:

(a) the Interest Payment Date falling in October 2018 (included);

(b) the date on which an Issuer Acceleration Notice is delivered to the Issuer or, if earlier, the first Interest Payment Date (excluded) immediately following the date on which a Purchase Termination Event Notice is delivered to the Issuer pursuant to the C.R.Asti Transfer Agreement;

(c) the first Interest Payment Date (excluded) immediately following the second consecutive relevant Offer Date on which the conditions under clause 2.7(a) of the C.R.Asti Transfer Agreement have not been met with respect to the Portfolio; or

(d) the date on which a notice under Condition 7(c) (*Optional Redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) is delivered.

See "*The Portfolio*" and "*The Transfer Agreements*", below.

Purchase Termination Events .... During the Biver Revolving Period or the C.R.Asti Revolving Period a Purchase Termination Event will have occurred if any of the following events occurs with respect to, respectively, Biver or C.R.Asti:

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

the relevant Originator defaults in the performance or observance of any of its substantial obligations under any of the Transaction Documents to which it is party and (except where, in the reasonable opinion of the Representative of the Noteholders, such default in the performance or observance is not capable of remedy) such default continues and remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the relevant Originator, confirming that such default is, in its opinion, materially prejudicial to the interests of the holders of the Class A Notes; or

(ii) *Insolvency of C.R.Asti and/or Biver*:

the Bank of Italy has proposed to the Italian Financial Ministry that any of C.R.Asti or Biver shall become subject to an Insolvency Procedure (as defined in the relevant Transfer Agreement) or application has been made for the commencement of a proceeding for the declaration of insolvency of any of C.R.Asti or Biver (save that such application is manifestly groundless and it is disputed in good faith by C.R.Asti or Biver), or any of C.R.Asti or Biver becomes subject to any of the measures envisaged under the Italian provisions implementing Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions in each case if and to the extent that C.R.Asti or Biver ceases to carry out its banking business as a result of any event under such measure, or any of C.R.Asti or Biver becomes subject to any of the procedures under article 74 of the Consolidated Banking Act or any of C.R.Asti or Biver resolves to be subject to any of such proceeding, or any of C.R.Asti or Biver resolves to be subject to an Insolvency Procedure; or

(iii) *Winding-up of C.R.Asti and/or Biver*:

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of any of C.R.Asti and/or Biver; or

(iv) *Termination of the relevant Servicer*:

(A) with respect to the C.R.Asti Revolving Period, the Issuer has terminated the appointment of, respectively, C.R.Asti, as Servicer of the C.R.Asti Portfolio, or Biver, as Servicer of the Biver Portfolio, pursuant to the terms of, respectively, the C.R.Asti Servicing Agreement or clause 11.3(a)(i) of the Biver Servicing Agreement; or

(B) with respect to the Biver Revolving Period, the Issuer has terminated the appointment of, respectively, Biver, as Servicer of the Biver Portfolio, or C.R.Asti, as Servicer of the C.R.Asti Portfolio, pursuant to the terms of, respectively, the Biver Servicing Agreement or clause 11.3(a)(i) of the C.R.Asti Servicing Agreement; or

(v) *Misrepresentation*:

any of the representations and warranties rendered by the relevant Originator also in its capacity as a Servicer, pursuant to the relevant Servicing Agreement and/or any other Transaction Document to which the relevant Originator is a party, is proven to be substantially untrue, false, or misleading and such misrepresentation is deemed (according to the sole and final opinion of the Representative of the Noteholders) to determine a material prejudicial effect to the holders of the Class A Notes;

(vi) *Balance of the Principal Accumulation Account*:

the balance of the Principal Accumulation Account on the second consecutive Interest Payment Date immediately preceding the relevant Offer Date is higher than the Maximum Balance of the Principal Accumulation Account;

(vii) *Other conditions*:

(A) the Cumulative Default Ratio with reference to the immediately preceding Collection Period is higher than the Cumulative Default Ratio relating to the Portfolio;

(B) the Delinquency Ratio with reference to the immediately preceding Collection Period is higher than the Delinquency Ratio relating to the Portfolio;

(C) the balance of the Cash Reserve Account on the Interest Payment Date immediately following the relevant Offer Date is, also taking into account any payment to be made on such relevant Interest Payment Date, lower than the Target Cash Reserve Amount.

"**Cumulative Default Ratio**" means as at each Reporting Date, the ratio expressed as a percentage between: (a) the aggregate Outstanding Principal of the Defaulted Claims calculated on the immediately preceding Valuation Date (i) assuming for each Defaulted Claim the Outsanding Principal on the date on which the relevant Claim is classified as a Defaulted Claim and (ii) considering all the Defaulted Claims from the Initial Valuation Date to the Valuation Date immediately preceding such Reporting Date and (b) the Initial Portfolio Outstanding Amount.

"**Cumulative Default Ratio relating to the Portfolio**" means, with reference to each Interest Payment Date during the Revolving Period, the threshold set out in the table below in the column next to such Interest Payment Date:

Interest Payment Date falling in:	Thresholds
July 2017	2.0%
October 2017	3.0%
January 2018	4.0%
April 2018	5.0%
July 2018	6.0%
October 2018	7.0%

"**Delinquency Ratio**" means as at each Reporting Date, the ratio expressed as a percentage between: (a) the aggregate Outstanding Principal of the Claims other than Defaulted Claims having one or more instalments due and unpaid for more than 60 (sixty) days from the relevant due date (unless such non-payment is the result of the exercise of the right granted to the relevant Borrower, as the case may be, to suspend the payment of the Instalment of the relevant C.R.Asti Loan and/or Biver Loan pursuant to any law provision from time to time in force), calculated on the Valuation Date immediately preceding such Reporting Date and (b) the Outstanding Principal of the Portfolio, calculated on the same Valuation Date.

"**Delinquency Ratio relating to the Portfolio**" means 9 (nine) per cent.

"**Maximum Balance of the Principal Accumulation Account**" means an amount equal to 10 (ten) per cent. of the Principal Amount Outstanding of the Notes on the Issue Date.

Warranties in relation to the Portfolio

On the Initial Execution Date, C.R.Asti, Biver and the Issuer entered into separate warranty and indemnity agreements (collectively, the "**Warranty and Indemnity Agreements**"), pursuant to which C.R.Asti and Biver, respectively, have given certain representations and warranties in favour of the Issuer in relation to, respectively, the C.R.Asti Loans and the Biver Loans and the C.R.Asti Claims and the Biver Claims and have agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of, respectively, the CR.Asti Claims and the Biver Claims. Pursuant to the Warranty and Indemnity Agreements, the Issuer may, in

specific limited circumstances relating to a breach of representations in relation to the Loans, require the relevant Originator to repurchase certain Claims. The Warranty and Indemnity Agreements are governed by Italian law.

See "*The Warranty and Indemnity Agreements*", below.

Servicing and collection procedures ... Pursuant to the terms of the relevant Servicing Agreement, each of the Servicer of the C.R.Asti Portfolio and the Servicer of the Biver Portfolio has agreed to administer and service, respectively, the C.R.Asti Portfolio and the Biver Portfolio on behalf of the Issuer and, in particular, to:

(a) collect amounts in respect of each Claim under the Portfolio;

(b) administer relationships with any person who is a borrower under a Loan (a "**Borrower**"); and

(c) carry out the administration and management of each Claim and to commence any Proceedings (as defined below) with respect thereto in accordance with the terms of the relevant Servicing Agreement.

Monies received or recovered in respect of (i) the C.R.Asti Loans and the related C.R.Asti Claims (the "**C.R.Asti Collections**") and (ii) the Biver Loans and the related Biver Claims (the "**Biver Collections** and, together with the C.R.Asti Collections, the "**Collections**) are paid to the relevant Servicer.

The Collections are required to be transferred by the relevant Servicer into the Collection Account within one Business Day of receipt, in accordance with the procedure described in the Servicing Agreements. The Servicing Agreements provide that, if the relevant Servicer transfers into the Collection Account monies due by Borrowers under the Loans that at a later stage result as not paid by the relevant Borrowers to the relevant Servicer, the relevant Servicer may deduct those amounts from the Collections not yet transferred to the Issuer.

Collections in respect of the Loans will be calculated by reference to successive three-month periods (each, a "**Collection Period**" and means: (a) prior to the service of an Issuer Acceleration Notice, each period commencing on (and including) a Collection Date and ending on (and excluding) the next succeeding Collection Date up to the redemption in full of the Notes, the first Collection Period commencing on (but excluding) the Valuation Date and ending on (but including) 30 June 2017; and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date.

"**Collection Date**" means the first calendar day of January, April, July and October in each year.

C.R.Asti as Servicer of the C.R.Asti Portfolio has undertaken to prepare and submit to the Arranger, the Representative of the Noteholders and the Issuer by no later than the eighth Business Day before each Interest Payment Date (each such date, a "**Reporting Date**"), reports (each, a "**C.R.Asti Servicer Report**") in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the C.R.Asti Portfolio, the C.R.Asti Claims and any C.R.Asti Collections in respect of the preceding Collection Period. The first Reporting Date will be in July 2017.

Biver as Servicer of the Biver Portfolio has undertaken to prepare and submit to C.R.Asti, the Arranger, the Representative of the Noteholders and the Issuer by no later than each Reporting Date, reports (each, a "**Biver Servicer Report**") in the form set out in the Biver Servicing Agreement and containing information as to, *inter alia*, the Biver Portfolio, the Biver Claims and any Biver Collections in respect of the preceding Collection Period.

C.R.Asti has undertaken to prepare and submit to the Issuer, the Computation Agent, the Back-up Servicer, the Arranger, the Representative of the Noteholders and the Rating Agencies, by no later than the fifth Business Day prior to each Interest Payment Date, reports (each, a "**Consolidated Servicer Report**") in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the Portfolio, the Claims and any Collections in respect of the preceding Collection Period. The undertaking of C.R.Asti to prepare the Consolidated Servicer Report (i) is subject to the actual receipt by C.R.Asti of the Biver Servicer Report, (ii) consists of the mere aggregation of the data and information owned by C.R.Asti with the data and information provided by Biver in the Biver Servicer Report and (iii) does not bind C.R.Asti to verify the data and information contained in the Biver Servicer Report, which is prepared by Biver on its own and exclusive liability. Pursuant to the Biver Servicing Agreement, Biver has undertaken to indemnify and hold harmless C.R.Asti in respect of any damage, higher cost or expense which it may incur by reason of (A) failure by Biver to prepare and submit to C.R.Asti the Biver Servicer Report and (B) non accuracy and/or truthfulness of the data and information contained in the Biver Servicer Report, to the extent that such damages, higher costs or expenses are not the consequence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) of C.R.Asti.

Servicing Fee .... In return for the services provided by each of the Servicers in relation to the ongoing management of the Claims, on each Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay to each of the Servicer of the C.R.Asti Portfolio and the Servicer of the Biver Portfolio, the following amounts (each inclusive of VAT, if applicable):

(a) an amount equal to 0.1 per cent., on an annual basis, of the Outstanding Principal of the relevant Claims (excluding the Defaulted Claims) as at the last day of the immediately preceding Collection Period (the "**Collection Fee**");

(b) an amount equal to the sum of: (i) 0.2 per cent., on an annual basis, of Collections relating to relevant Defaulted Claims, collected during the immediately preceding Collection Period; and (ii) a one-time fee of €75 per Defaulted Claim (the "**Recovery Fee**"); and

(c) an amount equal to €10,000.00 (exclusive of VAT) on an annual basis, to be paid in quarterly instalments (the "**Consultancy Fee**" and, together with the Collection Fee and the Recovery Fee, the "**Servicing Fee**").

"**C.R.Asti Defaulted Claims**" means any C.R.Asti Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

"**Biver Defaulted Claims**" means any Biver Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

The C.R.Asti Defaulted Claims and the Biver Defaulted Claims collectively are referred to as "**Defaulted Claims**" and any of them a "**Defaulted Claim**".

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 20 (twenty) days, following the date on which it should have been paid under the terms of the relevant Loan, unless any such non-payment results from the relevant Borrower's exercise of any right given to it by any applicable law to suspend payments of any Instalment due under the relevant Loan.

See "*The Servicing Agreements and the Back-up Servicing Agreement*", below.

4. THE ACCOUNTS OF THE ISSUER

The Accounts.. Pursuant to the Agency and Accounts Agreement, the Issuer has opened the following accounts with the Transaction Bank (collectively, the "**Accounts**"):

(a) a euro-denominated current account into which each relevant Servicer will be required to deposit the Collections pursuant to the relevant Servicing Agreement (the "**Collection Account**");

(b) a euro-denominated current account into which the Issuer will be required to deposit: (i) on the Issue Date, €14,000,000 (equal to the Target Cash Reserve Amount as at the Issue Date), being a portion of the overall amount drawn down by the Issuer under the Subordinated Loan Agreement; and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds: (A) the amount necessary to replenish it so that the Cash Reserve standing to the credit of the Cash Reserve Account equals the Target Cash Reserve Amount and (B) any Additional Cash Reserve Amount (the "**Cash Reserve Account**");

(c) a euro-denominated current account into which, *inter alia*: (i) the Transaction Bank will be required to transfer, two Business Days prior to each Interest Payment Date an amount equal to the aggregate of (A) the balance standing to the credit of the Collection Account as at the last day of each Collection Period and (B) the monies invested in Eligible Investments (if any) from the Collection Account during the preceding Collection Period and any Revenue Eligible Investments Amounts owned by the Issuer and deriving from such amounts; (ii) the balance standing to the credit of Cash Reserve Account; (iii) the balance standing to the credit of the Principal Accumulation Account; (iv) any Excess Set-off Amount; and (v) all payments paid or advanced to the Issuer under any of the Transaction Documents, including any indemnity payments received by the Issuer, will be credited, and the credit balance of which will be used to make payments due on each Interest Payment Date to the Noteholders and the other Issuer Creditors in accordance with the applicable Priority of Payments (the "**Payments Account**");

(e) an eligible investments securities account into which will be deposited, *inter alia*, all Eligible Investments (as defined below), from time to time made by or on behalf of the Issuer (the "**Eligible Investments Securities Account**");

(f) a euro-denominated current account into which the Issuer will deposit €50,000 (the "**Retention Amount**") on the Issue Date (the "**Expenses Account**"). This account will then be replenished on each Interest Payment Date up to the Retention Amount and such amount will be applied by the Issuer to pay all fees, costs, expenses and taxes required to be paid to any third party other than the Noteholders and the Other Issuer Creditors in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation;

(g) a euro-denominated current account into which the Issuer will be required to deposit (i) on the Issue Date €17,800,000 (equal to the Target Set-off Reserve Amount as at the Issue Date), being a portion of the amount drawn down by the Issuer under the Subordinated Loan Agreement and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, the amount necessary to replenish it so that the Set-off Reserve standing to the credit of the Set-off Reserve Account equals the Target Set-off Reserve Amount (the "**Set-off Reserve Account**"); and

(h) a euro-denominated current account into which on each Interest Payment Date during the Revolving Period and provided that no contrary instruction has been sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, the amounts under item *tenth* of the Pre-Enforcement Priority of Payments will be credited (the "**Principal Accumulation Account**").

Equity Capital Account........................ The Issuer has also opened with Cassa di Risparmio di Asti S.p.A. a euro-denominated account (the "**Equity Capital Account**") into which the Issuer's equity capital of €10,000 will be required to be deposited for as long as any notes (including the Notes) issued or to be issued by the Issuer are outstanding.

Provisions relating to the Transaction Bank.. Pursuant to the Agency and Accounts Agreement, the Transaction Bank has agreed to provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies and securities, as applicable, from time to time standing to the credit of the Accounts, including the preparation of statements of account on each Reporting Date (the "**Statement of the Accounts**").

If the Transaction Bank ceases to be an Eligible Institution:

(a) the Transaction Bank will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days' from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank:

(i) approved by the Representative of the Noteholders and the Issuer; and

(ii) which is an Eligible Institution willing to act as successor Transaction Bank thereunder; and

(b) the Issuer will, by no later than 30 (thirty) calendar days' from the date on which the relevant downgrading occurs:

(i) appoint the successor Transaction Bank which meets the requirements set out above (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) which, on or before the replacement of the Transaction Bank, shall agree to become bound by the provisions of this Agreement, the Intercreditor Agreement and of any other agreement providing for, *mutatis mutandis*, the same obligations contained in the Agency and Accounts Agreement for the Transaction Bank;

(ii) open a replacement Collection Account, a replacement Cash Reserve Account, a replacement Eligible Investments Securities Account, a replacement Payments Account, a replacement Expenses Account, a replacement Set-off Reserve Account and a replacement Principal Accumulation Account with the successor Transaction Bank specified in (a) above;

(iii) transfer the balance standing to the credit of, or the securities deposited with, respectively, the Collection Account, the Cash Reserve Account, the Eligible Investments Securities Account, the Payments Account, the Expenses Account, the Set-off Reserve Account and the Principal Accumulation Account to the credit of each of the relevant replacement accounts set out above;

(iv) instruct the Servicers to credit any Collection to the replacement Collection Account opened with the successor Transaction Bank;

(v) close the Collection Account, the Cash Reserve Account, the Eligible Investments Securities Account, the Payments Account, the Expenses Account, the Set-off Reserve Account and the Principal Accumulation Account once the steps under (i), (ii) and (iii) are completed; and

(vi) terminate the appointment of the Transaction Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the selection of a successor Transaction Bank (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Transaction Bank) under (a) above and the transfer of funds referred under (b) above shall be borne by the Transaction Bank.

Provisions relating to the Italian Paying Agent .... If the Italian Paying Agent ceases to be an Eligible Institution, the Issuer will, by no later than 30 (thirty) calendar days from the date when the Italian Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Italian Paying Agent and appoint a substitute Italian Paying Agent which is an Eligible Institution, provided that the administrative costs incurred with respect to the selection of a successor Italian Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Italian Paying Agent) shall be borne by the Italian Paying Agent.

Eligible Institution .... "**Eligible Institution**" means 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 debt obligations (or whose obligations under the Transaction Documents to which it is a party are guaranteed 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 unsecured and unsubordinated debt obligations) are rated at least as follows:

(a) (i) during the Revolving Period (A) if a Long-Term Critical obligations Rating ("**COR**") is currently maintained for the institution, a rating one notch below the institution's COR of at least "BBB" by DBRS while (B) if a COR is not currently maintained for the institution, at least "BBB" in respect of the long-term debt public rating (either by way of a public rating or, in its absence, by way of a private rating supplied to the relevant entity by DBRS) or, in its absence the DBRS Minimum Rating of "BBB"; (ii) otherwise (A) if a Long-Term Critical obligations Rating ("**COR**") is currently maintained for the institution, a rating one notch below the institution's COR of at least "A" by DBRS while (B) if a COR is not currently maintained for the institution, at least "A" in respect of the long-term debt public rating (either by way of a public rating or, in its absence, by way of a private rating supplied to the relevant entity by DBRS) or, in its absence the DBRS Minimum Rating of "A"; and

(b) (i) during the Revolving Period, at least "P-3" by Moody's as a short-term rating or "Baa3" as a long term rating; (ii) otherwise at least "P-2" by Moody's as a short-term rating or "Baa1" as a long term rating.

Eligible Investments .... "**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), euro-denominated commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Liquidation Date; or

(b) euro-denominated account or deposit with a maturity date falling not later than the next succeeding Liquidation 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 at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) for the Issuer or have a maturity date falling on or before the next following Liquidation Date;

(iii) such repurchase transactions provide a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate); 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 with no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or have a maturity date falling on or before the next following Liquidation Date; (ii) such investments provide a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate); 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 DBRS:

(i) (a) during the Revolving Period, with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated “BBB” by DBRS in respect of long term debt or “R-2 (high)” in respect of short term debt, or (ii) if the issuer or

the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "BBB" in respect of long term debt; (b) otherwise with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated "A" by DBRS in respect of long term debt or "R-1 (low)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of long term debt;

(ii) (a) during the Revolving Period, with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS "A" in respect of long term debt or "R-1(low)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of long term debt; (b) otherwise, with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS "AA (low)" in respect of long term debt or "R-1 (middle)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "AA (low)" in respect of long term debt; or

(iii) which has such other rating being compliant with the DBRS' published criteria applicable from time to time;

(B) with respect to Moody's:

(i) (a) during the Revolving Period, to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-3" or a long term rating of at least "Baa3"; (b) otherwise, to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-2" or a long term rating of at least "Baa2";or

(ii) (a) during the Revolving Period, to the extent such investment has a maturity exceeding one month but not exceeding three months, a long term rating of at least "Baa3" or a short term rating of at least "P-3"; (b) otherwise, 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) such other lower rating being compliant with the criteria established by Moody's from time to time,

It remains understood that in the case of paragraphs (A) and (B) above, such Euro denominated senior (unsubordinated) dematerialised debt security, bank account deposit (including for the avoidance of doubt time deposit) or other debt instrument or repurchase transactions on such debt instruments:

(x) shall be immediately repayable on demand, disposable at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or have a maturity not later than the third Business Day preceding the Interest Payment Date immediately succeeding the Collection Period in respect of which such Eligible Investments were made and have, in any case, prior to the redemption in full of the Notes, at any time a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate);

(y) shall provide a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or in case of repayment or disposal, the principal amount upon repayment or disposal is lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate; or

(z) in the case of bank account or deposit (including for the avoidance of doubt time deposit), such

bank account or deposit are opened in the name of the Issuer and held in Italy, England or Wales with an Eligible Institution provided that in case such account is opened in England or Wales (a) a legal, valid and binding security interest substantially in the form of a deed of charge is created thereon and (b) a legal opinion is provided to the Issuer confirming the validity and the enforceability of the security created thereon,

provided that,

(I) in no case such investment shall be made, in whole or in part, actually or potentially, in (A) tranches of other asset backed securities; or (B) credit linked notes, swaps or other derivatives instruments, or synthetic securities; or (C) 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;

(II) in case of downgrade below the rating allowed with respect to DBRS or Moody's, as the case may be, the Issuer shall: (a) in case of Eligible Investments being securities or time deposits, sell the securities or terminate in advance the time deposit, if the fixed principal amount could be achieved without a loss (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate), otherwise the relevant security or time deposit shall be allowed to mature; or (b) in case of Eligible Investments being bank deposits, transfer within 30 calendar days the deposits to another account opened in Italy, England or Wales in the name of the Issuer with an institution being and Eligible Institution, at no costs for the Issuer provided that in case such account is opened in England or Wales (a) a legal, valid and binding security interest substantially in the form of a deed of charge is created thereon and (b) a legal opinion is provided to the Issuer confirming the validity and the enforceability of the security created thereon;

(III) in any case, if such investments consist of repurchase transactions, shall have a maturity not longer than 60 days and provided that in any case the maturity of such investment shall fall not later than the third Business Day preceding the Payment Date following the date on which such investment was made and shall be made with a repo counterparty being an Eligible Institution; and

(IV) in any case, the Eligible Investments being securities shall be held directly with the Transaction Bank (excluding, for avoidance of any doubt, sub custodians) and through Euroclear or Clearstream or other clearing systems and registered in the name of the Issuer; and

further provided that, in each case such investments qualify as "*attività finanziarie*" pursuant to and for the purpose of legislative decree No. 170 of 21 May 2004, as subsequently amended and supplemented.

"**Base Rate**" means, if EONIA is greater than zero per cent, the difference between EONIA and 0.20 per cent *per annum* with a floor at zero per cent. If EONIA is lower than or equal to zero per cent, the difference between EONIA and 0.10 per cent *per annum*.

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	**Moody's**	**S&P**	**Fitch**
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC

C	C	D	D

"**DBRS Minimum Rating**" means:

(a) if a Fitch long term public rating, a Moody's long term public rating and an S&P long term public rating (each, a Public Long Term Rating) are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Public Long Term Rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Public Long Term Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Long Term Ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under (a) above, but Public Long Term Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of the lower of such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and

(c) if the DBRS Minimum Rating cannot be determined under (a) and (b) above, but Public Long Term Ratings by any one of Fitch, Moody's and S&P are available at such date, then the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

If at any time the DBRS Minimum Rating cannot be determined under subparagraphs (a) to (c) above, then a DBRS Minimum Rating of "C" shall apply at such time.

"**EONIA**" means the Euro Overnight Index Average, being computed as a monthly average of all overnight unsecured lending transactions in the interbank market, initiated within the euro area by the relevant panel banks as displayed on the relevant page of Bloomberg (or equivalent data provider), or, should such rate be unavailable, the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Transaction Bank at its request by each of the Reference Banks as the rate at which all overnight unsecured lending transactions are offered by that Reference Bank to leading banks in the Euro-zone inter-bank market at or about 11.00 a.m. (Brussels time) on that date.

Computation Agency............................ Pursuant to the Agency and Accounts Agreement, the Computation Agent has agreed to provide the Issuer with certain calculation, notification and reporting services in relation to the Claims and the Notes. By no later than the third Business Day prior to each Interest Payment Date (each such date, a "**Calculation Date**"), the Computation Agent will calculate, based, *inter alia*, on the Statement of the Accounts, the Issuer Available Funds and the payments to be made under the Priority of Payments set out below and will prepare a report (the "**Payments Report**") setting forth, *inter alia*, each of the above amounts and will deliver the Payments Report to, *inter alia*, the Issuer, the Arranger, the Representative of the Noteholders, the Italian Paying Agent, the Back-up Servicer, the Transaction Bank, the Corporate Servicer, the Rating Agencies and the Servicers.

In addition, the Computation Agent has agreed to prepare and deliver (by no later than the second Business Day immediately following each Interest Payment Date) to, *inter alia*, the Issuer, the Representative of the Noteholders, the Luxembourg Stock Exchange, the Servicers, the Back-up Servicer, the Arranger and the Rating Agencies, a report substantially in the form set out in the Agency and Accounts Agreement (the "**Investor Report**") containing details of, *inter alia*, the Claims, amounts received by the Issuer from any source during the preceding Collection Period, amounts paid by the Issuer during such Collection Period and amounts paid by the Issuer on the immediately preceding Interest Payment Date. The first Investor Report will be available by no later than 2nd August 2017.

The Investor Report will be available on the website of the Computation Agent, currently at https://gctabsreporting.bnpparibas.com/index.jsp.

In carrying out its duties, the Computation Agent will be entitled to rely on certain information provided to it by each of the Servicers, the Transaction Bank, the Agent Bank and the Issuer pursuant to the terms of the relevant Transaction Documents.

Based on the Payments Report, the Italian Paying Agent will make the payments under the Notes set forth in the relevant Priority of Payments described below.

5. PRIORITY OF PAYMENTS

Issuer Available Funds......................... On each Calculation Date, the Computation Agent will calculate the Issuer Available Funds, which will be used by the Issuer to make the payments set out in the Pre-Enforcement Priority of Payments.

"**Issuer Available Funds**" means:

(a) as of each Calculation Date prior to the service of an Issuer Acceleration Notice, an amount equal to the sum of:

(i) the amount standing to the credit of the Collection Account and of the Payments Account as at the end of the Collection Period immediately preceding the relevant Calculation Date consisting of, *inter alia*, (A) payment of interest and repayment of principal under the Loans, (B) any recovery in respect of Defaulted Claims including any disposal proceeds deriving from the sale of any Defaulted Claims and (C) any amount received by the Issuer under any of the Transaction Documents during the preceding Collection Period;

(ii) the Cash Reserve as at the relevant Calculation Date;

(iii) without duplication of amounts under (i) and (ii) above and (vi) and (vii) below, an amount equal to the monies invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Collection Account, the Cash Reserve Account, the Principal Accumulation Account and the Set-off Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(iv) without duplication of (iii) above, the Revenue Eligible Investments Amount realised on the preceding Liquidation Date (if any);

(v) any refund or repayment obtained by the Issuer from any tax authority in respect of the Claims, the Transaction Documents or, otherwise, the Securitisation during the immediately preceding Collection Period;

(vi) without duplication of (ii) above, on the Calculation Date immediately preceding the Interest Payment Date on which the Class A Notes will be redeemed in full, the balance standing to the credit of the Cash Reserve Account and the Set-off Reserve Account;

(vii) without duplication of (iii) and (iv) above, any amount standing to the credit of the Principal Accumulation Account as at the relevant Calculation Date;

(viii) on the Calculation Date immediately preceding the Final Redemption Date and on any Calculation Date thereafter, the amount standing to the balance of the Expenses Account;

(ix) any proceeds arising from the sale of the Portfolio during the immediately preceding Collection Period;

(x) the Set-off Reserve as at the Calculation Date immediately following the occurrence of an Insolvency Event in respect of any of the Originators;

(xi) subject to and without duplication of (x) above, the Excess Set-off Amount (if any); and

(xii) all amounts of interest accrued on the Accounts and paid during the Collection Period immediately preceding such Calculation Date; and

(b) as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims and the Issuer's Rights under the Transaction Documents.

Amortisation .... On each Interest Payment Date the Issuer will apply the Issuer Available Funds, after making payments ranking in priority thereto, in accordance with the Pre-Enforcement Priority of Payments, in redemption of the Notes.

Pre-Enforcement Priority of Payments .... Prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds, as calculated on each Calculation Date, will be applied by the Issuer on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

(i) *first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, of any outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (not being Other Issuer Creditors) incurred in the course of the Issuer's business in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(C) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders, or any appointee thereof; and

(D) the amount necessary to replenish the Expenses Account up to the Retention Amount;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, the Back-up Servicer, the Corporate Servicer and the Transaction Bank, each, under the Transaction Document(s) to which it is a party;

(iv) *fourth*, in or towards satisfaction, *pro rata* and *pari passu* of all amounts due and payable to each of the Originators under the terms of the relevant Transfer Agreement in respect of the relevant Rateo Amounts, the relevant Suspended Interest and the relevant Deferred Interest;

(v) *fifth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class A Notes on such Interest Payment Date;

(vi) *sixth*, following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Interest Payment Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, to credit the remainder to the Collection Account;

(vii) *seventh*, for so long as there are Class A Notes outstanding, to credit the Cash Reserve Account with the amount required, if any, such that the Cash Reserve equals the Target Cash Reserve Amount;

(viii) *eighth*, for so long as there are Class A Notes outstanding, to credit the Set-off Reserve Account with the amount required, if any, such that the Set-off Reserve equals the Target Set-off Reserve Amount;

(ix) *ninth*, during the Revolving Period, to pay, *pari passu* and *pro rata*, in an amount not higher than the Purchase Price Capped Amount calculated in respect of such Interest Payment Date: (a) the Purchase Price to be paid to the relevant Originator in relation to the Subsequent Claims offered for sale to the Issuer on the immediately preceding Offer Date, *provided that* no Purchase Termination Event having occurred prior to such Interest Payment Date and further *provided that*, in the event the formalities provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, under clause 2.8(b) of the Biver Transfer Agreement have not been complied with on such Interest Payment Date, such amount will be credited to the Payments Account and paid to the Originators on the same Business Day on which such formalities have been complied with; and (b) the Purchase Price to be paid to the Originators in relation to the Subsequent Claims purchased by the Issuer which have remained unpaid on any previous Interest Payment Dates, *provided that* the formalities related to such Subsequent Claims provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, under clause 2.8(b) of the Biver Transfer Agreement have been complied with;

(x) *tenth*, on each Interest Payment Date during the Revolving Period except for the Interest Payment Date falling in October 2018, if no contrary instruction was sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, to credit into the Principal Accumulation Account an amount equal to the difference, if positive, between the Purchase Price Capped Amount calculated in respect of such Interest Payment Date and the amount paid under item *ninth* above;

(xi) *eleventh*, on each Interest Payment Date during the Revolving Period except for the Interest Payment Date falling in October 2018, if no contrary instruction was sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, to credit the Cash Reserve Account with an amount up to the Additional Target Cash Reserve Amount;

(xii) *twelfth*, on the earlier of the Interest Payment Date following the expiry of the Revolving Period and the Interest Payment Date falling in October 2018 and on any subsequent Interest Payment Date, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;

(xiii) *thirteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Pre-Enforcement Priority of Payments);

(xiv) *fourteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators, in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement;

(xv) *fifteenth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

(xvi) *sixteenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xvii) *seventeenth*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Junior Notes (other than the Junior Notes Additional Remuneration);

(xix) *nineteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;

(xx) *twentieth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes have been repaid in full; and

(xxi) *twenty-first*, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes.

"**Consolidated Servicer Report Delivery Failure Event**" will have occurred upon C.R.Asti's failure to deliver the Consolidated Servicer Report within the fifth Business Day prior to the relevant Interest Payment Date provided that such event will cease to be outstanding when either C.R.Asti or the Back-up Servicer delivers the Consolidated Servicer Report.

"**Deferred Interest**" means in relation to the relevant C.R.Asti Loans or Biver Loans in respect of which, respectively, the relevant Borrower, has agreed with, respectively, C.R.Asti or Biver, a suspension of payment of the relevant instalments for a certain term, the aggregate amount of the interest accrued, overdue and deferred for the entire residual term of the new amortisation plan of the Loan, calculated (i) on the Initial Valuation Date (included), with respect to the Initial Claims and (ii) on the relevant subsequent Valuation Date (included), with respect to the relevant Subsequent Claims.

On the Initial Valuation Date the amount of the Deferred Interest was equal to:

(A) Euro 26,037.77 with respect to the Initial C.R.Asti Claims; and

(B) nihil with respect to the Initial Biver Claims.

"**Suspended Interest**" means, with respect to the C.R.Asti Loans and the Biver Loans, in relation to which, respectively, C.R.Asti, Biver and the relevant Borower have agreed to suspend the payment of the instalments of the relevant Loan for a certain term, an amount corresponding to the aggregate amount of the interest accrued, but not yet due during the suspension period, calculated (i) on the Initial Valuation Date (included), with respect to the Initial Claims and (ii) on each relevant subsequent Valuation Date (included) with respect to the relevant Subsequent Claims.

On the Initial Valuation Date the amount of the Suspended Interest was equal to:

(A) Euro 92,602.56 with respect to the Initial C.R.Asti Claims; and

(B) Euro 487,935.25 with respect to the Initial Biver Claims.

"**Rateo Amounts**" means an amount equal to:

(i) all interest accrued but not yet due and all interest accrued, due and not paid in respect of the Initial C.R.Asti Claims and the Initial Biver Claims on the Initial Valuation Date (inclusive), being equal to:

(A) €1,681,774.67 with respect to Initial C.R.Asti Claims; and

(B) €750,672.46 with respect to Initial Biver Claims; and

(ii) all interest accrued but not yet due and all interest accrued, due and not paid in respect of the relevant Subsequent Claims on the relevant Valuation Date (inclusive),

which will be paid to the relevant Originator in accordance with the applicable Priority of Payments.

"**Initial Valuation Date**" means 31 December 2016.

"**Purchase Price Capped Amount**" means, on each relevant Calculation Dante and in respect of the immediately following Interest Payment Date, an amount equal to the difference, if positive, between (i) the Principal Amount Outstanding of the Notes on the day following the immediately preceding Interest Payment Date and (ii) the Outstanding Principal of the Performing Portfolio calculated on the last day of the immediately preceding Collection Period.

"**Performing Portfolio**" means, with respect to each Interest Payment Date, the aggregate Outstanding Principal of all Claims then outstanding owned by the Issuer which are not Defaulted Claims as of the last day of the immediately preceding Collection Period.

Post-Enforcement Priority of Payments ....

Following the service of an Issuer Acceleration Notice, or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*), the Issuer Available Funds as calculated on each Calculation Date will be applied by or on behalf of the Representative of the Noteholders on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order (the "**Post-Enforcement Priority of Payments**") but in each case, only if and to the extent that payments of a higher priority have been made in full:

(i) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation, incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations of the Issuer to third parties (not being Other Issuer Creditors) incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding); and

(C) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders or any appointee thereof;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, the Back-up Servicer, the Corporate Servicer and the Transaction Bank, each, under the Transaction Document(s) to which it is a party;

(iv) *fourth*, in or towards satisfaction of all amounts due and payable to each of the Originators in respect of the relevant Rateo Amounts, the relevant Suspended Interest and the relevant Deferred Interest, under the terms of the relevant Transfer Agreement;

(v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;

(vi) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes;

(vii) *seventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Post-Enforcement Priority of Payments);

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement;

(ix) *ninth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

(x) *tenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers (including any interest accrued but unpaid) under the terms of the Subordinated Loan Agreement;

(xi) *eleventh*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xii) *twelfth*, in or towards repayment, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Junior Notes at such date;

(xiii) *thirteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;

(xiv) *fourteenth*, on the Post-Enforcement Final Redemption Date and on any date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

(xv) *fifteenth,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of the Junior Notes Additional Remuneration at such date,

provided, however, that if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10 per cent. of the Principal Amount Outstanding of all Classes of Notes, the Representative of the Noteholders may at its discretion invest such monies in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments and may accumulate such investments and the resulting income until the immediately following Accumulation Date.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes following the service of an Issuer Acceleration Notice.

6. REDEMPTION OF THE NOTES

Mandatory redemption of the Notes... Prior to the service of an Issuer Acceleration Notice, if, on each Calculation Date there are Issuer Available Funds, the Issuer will apply such Issuer Available Funds on the immediately following Interest Payment Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part) in accordance with the Pre-Enforcement Priority of Payments.

Optional redemption of the Notes....... Prior to the service of an Issuer Acceleration Notice, on any Interest Payment Date the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes only, if all the Junior Noteholders consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date, subject to the Issuer:

(a) giving not more than 60 days' nor 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 Classes of Notes (in whole but not in part); and

(b) having provided, prior to giving any such notice, to the Representative of the Noteholders a certificate signed by the chairman of the board or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under the Class A Notes (if and to the extent that the Junior Noteholders have waived their rights to receive any payments due under the Junior Notes) and any obligations ranking in priority, or *pari passu*, thereto,

provided however that, pursuant to the relevant Transfer Agreement, the consideration for the purchase of the Claims which are classified as Defaulted Claims (if any) to be paid by the relevant Originator (should the relevant Originator purchase the Claims from the Issuer) may not exceed the market value of the Claims which are classified as Defaulted Claims (if any), as determined by one or more third-party experts independent from the relevant Originator and its banking group in accordance with the relevant Transfer Agreement.

"**Portfolio Outstanding Amount**" means, on each Interest Payment Date, the aggregate Outstanding Principal of all the Claims as at the end of the immediately preceding Collection Period, and "**Initial Portfolio Outstanding Amount**" means the aggregate Outstanding Principal of all the Claims as at the Initial Valuation Date, being equal to €1,185,339,474.26.

"**Purchase Price of the Initial Portfolio**" means the purchase price:

(A) for all the Initial C.R.Asti Claims, equal to €856,772,000.00*;* and

(B) for all the Initial Biver Claims, equal to €328,567,000.00,

and "**Purchase Prices of the Initial Portfolio**" means the aggregate of the Purchase Price of the Initial Portfolio under the Transfer Agreements.

"**Purchase Price**" means each Purchase Price of the Initial Portfolio or the purchase price to be paid by the Issuer for the purchase of any relevant Subsequent Portfolio pursuant to clause 5.2 of the relevant Transfer Agreement.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

Optional redemption for taxation, legal or regulatory reasons ....

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds (i) to redeem all the Notes (or the Class A Notes only, if all the holders of the Junior Notes consent) and (ii) to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date if, by reason of a change in law or the interpretation or administration thereof since the Issue Date:

(a) the assets of the Issuer in respect of this Securitisation (including the Claims, the Collections and the other Issuer's Rights) become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(b) either the Issuer or any paying agent appointed in respect of the Notes or any custodian of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Interest Payment Date for or on account of 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 by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of 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 by any political sub-division thereof or by any authority thereof or therein or by any other

applicable taxing authority having jurisdiction; or

(d) it is or will become unlawful for the Issuer 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;

subject to the Issuer:

(i) giving not more than 60 days' nor less than 30 days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all (but not some only) the Notes; and

(ii) providing to the Representative of the Noteholders:

(A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international repute (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or interpretation or administration thereof;

(B) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that the obligation to make such deduction or withholding or the suffering by the Issuer of such deduction or withholding cannot be avoided or, as the case may be, the events under paragraph (d) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer making reasonable endeavours; and

(C) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under the Notes (or the Class A Notes only, if all the holders of the Junior Notes consent) and any obligations ranking in priority, or *pari passu*, thereto.

The Issuer is entitled, subject to the provisions of the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

Estimated weighted average life of the Class A Notes and assumptions.......... The estimated weighted average life of the Class A Notes cannot be predicted as the actual rate at which the Loans will be repaid and a number of other relevant factors are unknown. Calculations of the possible estimated weighted average life of the Class A Notes have been based on certain assumptions including, *inter alia*, the assumptions that the Loans are subject to a constant payment rate as shown in "*Estimated Weighted Average Life of the Class A Notes and Assumptions*", below.

The estimated weighted average life of the Notes, at various assumed constant payment rates for the Loans, is set out under "*Estimated Weighted Average Life of the Class A Notes and Assumptions*", below.

7. CREDIT STRUCTURE

Subordinated Loan Agreement........... Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Providers have agreed to advance to the Issuer subordinated loans in an aggregate amount of €31,850,000 which the Issuer will utilize as follows on the Issue Date:

(a) €14,000,000 (being an amount equal to the Target Cash Reserve Amount as at the Issue Date) will be credited to the Cash Reserve Account on the Issue Date;

(b) €17,800,000 (being an amount equal to the Target Set-off Reserve Amount as at the Issue Date) will be credited to the Set-off Reserve Account on the Issue Date; and

(c) €50,000 (being an amount equal to the Retention Amount) will be credited to the Expenses Account.

Cash Reserve... "**Cash Reserve**" means the monies standing to the credit of the Cash Reserve Account at any given time.

A portion of the overall amount drawn down under the Subordinated Loan Agreement equal to €14,000,000 will be credited to the Cash Reserve Account on the Issue Date.

"**Target Cash Reserve Amount**" means €14,000,000, save that:

(a) on each Interest Payment Date the Target Cash Reserve Amount will be reduced to the higher of (i) 2.00 per cent. of the Principal Amount Outstanding of the Class A Notes and (ii) €7,000,000; and

(b) on the Interest Payment Date on which the Class A Notes will be redeemed in full the Target Cash Reserve Amount will be reduced to zero.

"**Additional Cash Reserve Amount**" means the further amount to be credited into the Cash Reserve Account in accordance with item *eleventh* of the Pre-Enforcement Priority of Payments.

"**Additional Target Cash Reserve Amount**" means:

(a) on the Issue Date: zero;

(b) on each Interest Payment Date thereafter, an amount equal to 0.50 per cent. of the Principal Amount Outstanding of the Class A Notes; and

(c) on the Interest Payment Date on which the Class A Notes will be redeemed in full: zero.

On each Calculation Date the Cash Reserve will be used to augment the Issuer Available Funds.

The Cash Reserve will be replenished up to the aggregate of:

(a) the Target Cash Reserve Amount; and

(b) the Additional Target Cash Reserve Amount,

out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments on each Interest Payment Date.

Set-off Reserve .... The Issuer will establish a set-off reserve in the Set-Off Reserve Account by using a portion of the proceeds of the Subordinated Loans under the Subordinated Loan Agreement.

"**Set-off Reserve**" means the monies standing to the credit of the Set-Off Reserve Account at any given time.

"**Target Set-off Reserve Amount**" means:

(i) without prejudice to item (iii) below, during the Revolving Period, the Initial Set-off Reserve Amount;

(ii) starting from the Calculation Date immediately following the end of the Revolving Period and on any Calculation Date thereafter, the product of 1.50 per cent. and the Portfolio Outstanding Amount;

(iii) on any Interest Payment Date following the occurrence of an Insolvency Event in respect of each of the Originators, zero; and

(iv) on the Interest Payment Date on which the Class A Notes will be redeemed in full, zero.

"**Set-off Risk**" means, in respect of each Borrower and as at the relevant Effective Date, an amount equal to the lower of:

(a) the aggregate outstanding amount of the Claims relating to such relevant Borrower; and

(b) the aggregate of (i) the difference, if positive, between the Deposits and the Compensation Threshold and (ii) the principal outstanding amount of the Debt Securities owned by such Borrower;

"**Set-off Risk Amount**" means, at any given date, the aggregate of the Set-off Risk in respect of all Borrowers of the Claims included in the Portfolio.

"**Compensation Threshold**" means €100,000.

"**Debt Securities**" means:

(a) in the case the assignment of a Subsequent Portfolio comprising Subsequent Claims related to the relevant Borrower has been proposed, the sum of the nominal value (as resulting on the relevant Valuation Date of such relevant Subsequent Portfolio) of any debt securities issued by the relevant Originator and owned by such Borrower; and

(b) in any other case, the lower amount resulting from the nominal value (as resulting on each Valuation Date) of any debt securities issued by the relevant Originator and held by such Debtor.

"**Deposits**" means:

(a) in the case the assignment of a Subsequent Portfolio comprising Subsequent Claims related to the relevant Borrower has been proposed, the sum of the nominal value (as resulting on the relevant Valuation Date of such relevant Subsequent Portfolio) of any current accounts and deposit certificates opened with the relevant Originator by such Borrower; and

(b) in other cases, the lower amount of the balance (as resulting on each Valuation Date) of any current accounts and deposit certificates opened with the relevant Originator by such Borrower.

On the Calculation Date immediately following the occurrence of an Insolvency Event in respect of each of the Originators the Set-off Reserve will be used to augment the Issuer Available Funds.

"**Effective Date**" means the date on which the formalities provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, the Biver Transfer Agreement have been completed.

"**Excess Set-off Amount**" means, on each Calculation Date, the amount by which the Set-off Reserve exceeds the relevant Target Set-off Reserve Amount *provided that* on the Calculation Date immediately following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Calculation Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, such amount will be zero.

"**Initial Set-off Reserve Amount**" means Euro 17,800,000.

"**Maximum Set-off Risk** " means, on each Calculation Date, an amount equal to 5 (five) per cent.

"**Outstanding Principal**" means, in respect of a Claim, the aggregate of the principal amount of the relevant Loan from time to time.

"**Subsequent Transfer Date**" means, with respect to the Subsequent Claims, each relevant Interest Payment Date or, if subsequent, the date on which the formalities provided for under article 2.8 of the C.R.Asti Transfer Agreement or, as applicable, the Biver Transfer Agreement have been completed.

"**Transfer Date**" means, the Initial Execution Date and any Subsequent Transfer Date.

Eligible Investments ....

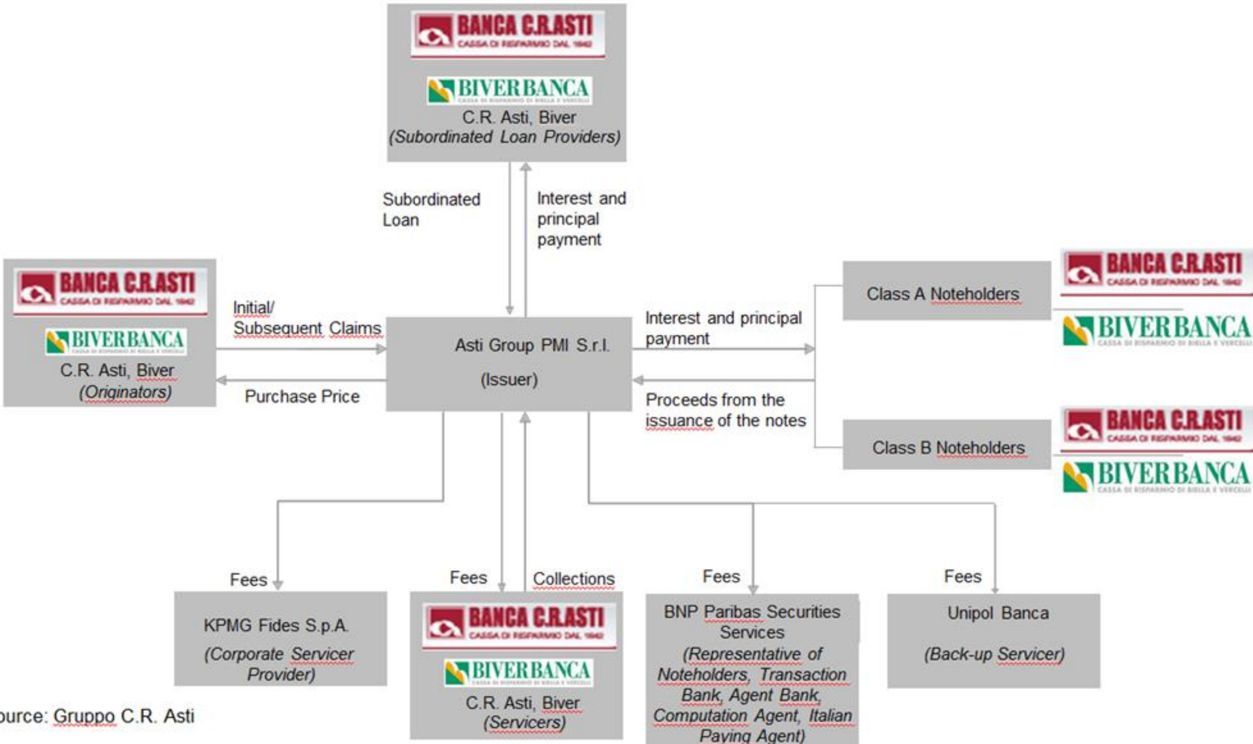
Pursuant to the Agency and Accounts Agreement, the Transaction Bank shall, if so instructed by C.R.Asti, on behalf of the Issuer, invest amounts standing to the credit of the Cash Reserve Account, the Set-off Reserve Account, the Principal Accumulation Account and the Collection Account in Eligible Investments (as defined below) as follows:

(a) the balance of the Cash Reserve Account, the Set-off Reserve Account and the Principal Accumulation Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date; and

(b) the balance of the Collection Account will be invested in Eligible Investments on the first Business Day following the date on which the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, on the last Business Day of each week,

each such date, an "**Investment Date**".

STRUCTURE DIAGRAM



CREDIT STRUCTURE

Ratings of the Notes

Upon issue, it is expected that the Class A Notes will be rated "A(high)(sf)" by DBRS Ratings Limited ("**DBRS**") and "A2 (sf)" by Moody's Investors Service Inc. ("**Moody's**"). The Junior Notes will not be assigned any rating.

A credit 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 or all of the Rating Agencies.

Cash flow through the Accounts

Pursuant to the Agency and Accounts Agreement, the Issuer has opened the Collection Account, the Cash Reserve Account, the Eligible Investments Securities Account, the Expenses Account, the Payments Account, the Principal Accumulation Account and the Set-off Reserve Account (collectively, the "**Accounts**"), each with the Transaction Bank.

Collections in respect of the Loans are initially paid by the Borrowers to each of the Servicers. Pursuant to the terms of the Servicing Agreements, the relevant Collections are required to be transferred by the relevant Servicer into the Collection Account within one Business Day of receipt, for value the day of transfer in accordance with the procedure described in the relevant Servicing Agreement.

Pursuant to the Agency and Accounts Agreement, on the funds standing to the credit of the Accounts (other than the Eligible Investment Securities Account) will accrue interest at a rate agreed between the Issuer and the Transaction Bank. Interest on each Account accrued on each Collection Period as described above will be paid to the relevant Account on a periodical basis.

Eligible Investments

The Issuer has established the Eligible Investments Securities Account as a securities account into which it will deposit, *inter alia*, all Eligible Investments from time to time bought by or on behalf of the Issuer as well as any debt securities or debt instruments underlying any re-purchase transaction constituting an Eligible Investment.

Pursuant to the Agency and Accounts Agreement, the Transaction Bank shall, if so instructed by C.R.Asti, on behalf of the Issuer, invest amounts standing to the credit of the Cash Reserve Account, the Collection Account, the Principal Accumulation Account and the Set-off Reserve Account in Eligible Investments as follows:

(a) the balance of the Cash Reserve Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date;

(b) the balance of the Set-off Reserve Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date;

(c) the balance of the Principal Accumulation Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date; and

(d) the balance of the Collection Account will be invested in Eligible Investments on the first Business Day following the date on which the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, on the last Business Day of each week,

each such date, an "**Investment Date**".

The Transaction Bank shall not purchase Eligible Investments unless so instructed by C.R.Asti.

C.R.Asti, however, may elect to instruct the Transaction Bank as to which Eligible Investments it should purchase from time to time by means of a standing order in accordance with the Agency and Accounts Agreement. Such standing order may be amended or withdrawn at any time by C.R.Asti.

On the day which is three Business Days before each Interest Payment Date (each, a "**Liquidation Date**"), the Transaction Bank will liquidate the Eligible Investments and the proceeds will be applied as follows:

(i) an amount equal to the monies invested in Eligible Investments from the Cash Reserve Account during the preceding Collection Period, together with any surplus (*i.e.* any interest or other return on the Eligible Investments) (the "**Revenue Eligible Investments Amount**") will be re-credited to the Cash Reserve Account;

(ii) an amount equal to the monies invested in Eligible Investments from the Set-off Reserve Account during the preceding Collection Period, together with any Revenue Eligible Investments Amount will be re-credited to the Set-off Reserve Account;

(iii) an amount equal to the monies invested in Eligible Investments from the Principal Accumulation Account during the preceding Collection Period, together with any Revenue Eligible Investments Amount will be re-credited to the Principal Accumulation Account; and

(iv) an amount equal to the monies invested in Eligible Investments from the Collection Account during the preceding Collection Period, together with any Revenue Eligible Investments Amount will be re-credited to the Collection Account.

The Cash Reserve

The Issuer will establish a cash reserve in the Cash Reserve Account.

On the Issue Date, following drawdown by the Issuer under the Subordinated Loan, the balance of the Cash Reserve Account will be equal to the Target Cash Reserve Amount.

On each Interest Payment Date, the Cash Reserve will be replenished up to the Target Cash Reserve Amount and the Additional Target Cash Reserve Amount (if any) out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments in respect of the immediately following Interest Payment Date.

"**Additional Cash Reserve Amount**" means the further amount to be credited into the Cash Reserve Account in accordance with item *eleventh* of the Pre-Enforcement Priority of Payments;

"**Additional Target Cash Reserve Amount**" means:

(a) on the Issue Date: zero;

(b) on each Interest Payment Date thereafter an amount equal to 0.50 per cent. of the Principal Amount Outstanding of the Class A Notes; and

(c) on the Interest Payment Date on which the Class A Notes will be redeemed in full: zero;

"**Cash Reserve**" means the amount standing to the credit of the Cash Reserve Account at any given time.

"**Target Cash Reserve Amount**" means €14,000,000, save that:

(a) on each Interest Payment Date the Target Cash Reserve Amount will be reduced to the higher of (i) 2.00 per cent. of the Principal Amount Outstanding of the Class A Notes and (ii) €7,000,000; and

(b) on the Interest Payment Date on which the Class A Notes will be redeemed in full the Target Cash Reserve Amount will be reduced to zero;

The Set-off Reserve

The Issuer will establish a set-off reserve in the Set-off Reserve Account.

On the Issue Date, following drawdown by the Issuer under the Subordinated Loan, the balance of the Set-off Reserve Account will be equal to the Initial Set-off Reserve Amount.

On each Interest Payment Date, the Set-off Reserve will be replenished up to the Target Set-off Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments.

The Set-off Reserve will be used (i) following the occurrence of an Insolvency Event in respect of any of the Originators, to cover any loss in respect of the Portfolios as a result of the valid exercise by any Borrower, or the insolvency receiver of any Borrower, of a right of set-off against the Issuer and (ii) on the Interest Payment Date on which the Class A Notes will be redeemed in full, to augment the Issuer Available Funds.

"**Initial Set-off Reserve Amount**" means Euro 17,800,000;

"**Maximum Set-off Risk**" means, on each Calculation Date, an amount equal to 5 (five) per cent.;

"**Set-off Risk**" means, in respect of each Borrower and as at the relevant Effective Date, an amount equal to the lower of:

(a) the aggregate outstanding amount of the Claims relating to such relevant Borrower; and

(b) the aggregate of (i) the difference, if positive, between the Deposits and the Compensation Threshold and (ii) the principal outstanding amount of the Debt Securities owned by such Borrower;

"**Target Set-off Reserve Amount**" means:

(i) without prejudice to item (iii) below, during the Revolving Period, the Initial Set-off Reserve Amount;

(ii) starting from the Calculation Date immediately following the end of the Revolving Period and on any Calculation Date thereafter, the product of 1.50 per cent. and the Oustanding Principal of the Portfolio as at the last day of the immediately preceding Collection Period;

(iii) on any Interest Payment Date following the occurrence of an Insolvency Event in respect of each of the Originators, zero; and

(iv) on the Interest Payment Date on which the Class A Notes will be redeemed in full, zero.

THE PORTFOLIO

The Initial Claims were transferred to the Issuer pursuant to the terms of the Transfer Agreements, together with any other rights of C.R.Asti and Biver, guarantees or security interest and any related rights which have been granted to the Originators to secure the payment and/or repayment of any of the Claims.

During the Revolving Period each Originator has the right to assign Subsequent Portfolios to the Issuer pursuant to the terms and conditions of the relevant Transfer Agreement and provided that the subsequent portfolio sale conditions (the "**Subsequent Portfolio Sale Conditions**") listed below are met as at the relevant Offer Date.

Subsequent Portfolio Sale Conditions

(i) The relevant Originator provides a copy of its solvency certificate compliant, in both substance and form, with the form attached under schedule 5 to the relevant Transfer Agreement;

(ii) the relevant Originator provides, no later than the fifteenth Business Day preceding the date of the relevant Sale Offer, a copy of its certificate of enrolment in the ordinary section of the companies register, issued by the relevant office of the companies register, certifying that no insolvency procedure is pending with respect to the relevant Originator;

(iii) the relevant Originator provides, no later than the fifteenth Business Day preceding the date of the relevant Sale Offer, a copy of a certificate, issued by the relevant bankruptcy court, proving that the relevant Originator is not involved in any pending, commenced or terminated insolvency procedure, unless, because of internal arrangements, the competent court does not provides the certificate;

(iv) the relevant Originator provides a copy of its board of directors' resolution (or resolutions when more than one) which authorized the Securitization and the signing of the relevant Transaction Documents, among which are included the relevant Transfer Agreements and with regards to the sale of the relevant "Subsequent Claims", the relevant Sale Offer;

(v) on the relevant subsequent Valuation Date with regards to the relevant "*Crediti Cedibili*", as offered through the relevant Sale Offer and taking also into account any Renegotiation, the "*Vita Media Residua del Portafoglio Complessivo di Mutui Chirografari*" (including the relevant "*Crediti Cedibili*" offered through the relevant Sale Offer) does not exceed the "*Vita Massima Residua Ponderata del Portafoglio Complessivo di Mutui Chirografari*";

(vi) on the relevant subsequent Valuation Date, with regards to the relevant "*Crediti Cedibili*", as offered through the relevant Sale Offer, and taking also into account any Renegotiation, the "*Vita Media Residua del Portafoglio Complessivo dei Mutui Fondiari e Mutui Ipotecari*" (including the relevant "*Crediti Cedibili*" offered through the relevant Sale Offer) does not exceed the "*Vita Massima Residua Ponderata del Portafoglio Complessivo di Mutui Fondiari e Mutui Ipotecari*";

(vii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the Biver Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) does not exceed the relevant "*Percentuale Massima Portafoglio Biver*";

(viii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Portafoglio Complessivo di Mutui Chirografari*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, is not lower than the "*Percentuale Minima Portafoglio Complessivo di Mutui Chirografari*";

(ix) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Top 1 Gruppo Debitore Ceduto*" (including the relevant "*Crediti Cedibili*" as offered through the relevant

Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the "*Percentuale Massima Top 1 Gruppo Debitore Ceduto*";

(x) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Top 10 Gruppo Debitore Ceduto*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the "*Percentuale Massima Top 10 Gruppo Debitore Ceduto*";

(xi) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Debitore Ceduto Real Estate*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the "*Percentuale Massima Settore Real Estate*";

(xii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Portafoglio Complessivo di Mutui a Tasso Fisso Potenziali*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the "*Percentuale Massima Portafoglio Complessivo di Mutui a Tasso Fisso Potenziali*";

(xiii) on the relevant subsequent Valuation Date the weighted average spread of the "*Portafoglio Complessivo di Mutui a Tasso Variabile*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, weighted by the Outstanding Principal, is not lower than the "*Minimo Spread Variabile Medio Ponderato*";

(xiv) on the relevant subsequent Valuation Date the weighted average rate of the "*Portafoglio Complessivo di Mutui a Tasso Fisso*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, weighted by the Outstanding Principal, is not lower than the "*Minimo Tasso Fisso Medio Ponderato*";

(xv) on the relevant subsequent Valuation Date the ratio between the Set-off Risk Amount (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Oustanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) does not exceed the Maximum Set-off Risk;

(xvi) on the relevant subsequent Valuation Date the ratio between the "*Debito Residuo del Debitore Residente al Nord*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, is not lower than the "*Percentuale Minima Debitori Residenti al Nord*";

(xvii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the Aggregate Portfolio made out of Loans having "*Debitori Ceduti*" classified with the codes SAE 600, SAE 614 and SAE 615 (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), does not exceed the 25 per cent. of the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xviii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the Aggregate Portfolio made out of Loans having an amortization plan with either annual or semi-annual instalments (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the 35 per cent. of the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xix) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the Aggregate Portfolio made out of Loans having an amortization plan so called "bullet", "*italiano*" or "*altro piano di ammortamento*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the 5 per cent. of the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xx) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Portafoglio Complessivo di Mutui a Tasso Variabile*" comprising Loans linked to the six-months Euribor rate (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, is equal or exceeds the 95 per cent. of the Outstanding Principal of the "*Portafoglio Complessivo di Mutui a Tasso Variabile*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xxi) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Top 1 Settore*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed 40 per cent.;

(xxii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Top 3 Settori*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed 65 per cent.;

(xxiii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of Aggregate Portfolio comprising Loans with a constant instalment amortization plan, meaning those Loans with a constant instalment maintained over time, which amortization plan may change based on the variation of the interest rates (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the 2 per cent. of the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xxiv) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Portafoglio Complessivo dei Mutui a Tasso Variabile*" comprising Loans with a cap for the maximum interest rate applicable (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer), taking also into account any Renegotiation, does not exceed the 1 per cent. of the Outstanding Principal of the Aggregate Portfolio on such date (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer);

(xxv) on the relevant subsequent Valuation Date the aggregate amount of "*Debitori Ceduti*" included in the Aggregate Portfolio is equal or exceeds 1,500;

(xxvi) (A) with respect to C.R.Asti, the appointment of Biver as Servicer of the Biver Portfolio, pursuant to the Biver Servicing Agreement is not terminated in accordance to the terms of such agreement or, if terminated for a reason other than in the event provided under clause 11.3(a)(i) of the Biver Servicing Agreement, a successor Servicer of the Biver Portfolio is appointed within the Offer Date immediately following such termination;

(B) with respect to Biver, the appointment of C.R.Asti as Servicer of the C.R.Asti Portfolio, pursuant to the C.R:Asti Servicing Agreement is not terminated in accordance to the terms of such agreement or, if terminated for a reason other than in the event provided under clause 11.3(a)(i) of the C.R.Asti Servicing Agreement, a successor Servicer of the C.R.Asti Portfolio is appointed within the Offer Date immediately following such termination;

(xxvii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the Aggregate Portfolio comprising Loans secured by a guarantee issued by a "*consorzio di garanzia collettiva dei fidi (CONFIDI)*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) does not exceed 11 per cent.

(xxviii) on the relevant subsequent Valuation Date the ratio between the Outstanding Principal of the "*Debitori Ceduti Real Estate Developers*" (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) and the Outstanding Principal of the Aggregate Portfolio (including the relevant "*Crediti Cedibili*" as offered through the relevant Sale Offer) does not exceed 25 per cent.

"**Aggregate Portfolio**" means on any given date the aggregate of the C.R.Asti Loans and the Biver Loans.

"**Renegotiation**" has the meaning ascribed to the Italian defined term "*Rinegoziazione*" under the C.R.Asti Transfer Agreement and the Biver Transfer Agreement.

Capitalised terms and expressions in this paragraph shall, unless otherwise stated or the context otherwise requires, have the meanings set out under the relevant Transfer Agreement.

Initial Portfolio

The Issuer acquired from the Originators without recourse (*pro soluto*) on 31 January 2017:

(a) the Initial C.R.Asti Claims and other connected rights arising out of a portfolio consisting of secured and unsecured loans owed to C.R.Asti with an aggregate value equal to Euro 856,772,166.78; and

(b) the Initial Biver Claims and other connected rights arising out of a portfolio consisting of secured and unsecured loans owed to Biver with an aggregate value equal to Euro 328,567,307.48.

The Initial Claims have characteristics that taken together with the structural features of the Securitisation (including the Initial Portfolio and the proceeds expected to be received therefrom, the Cash Reserve, the Set-off Reserve, the Conditions of the Notes and the rights and benefits set out in the Transaction Documents) demonstrate capacity to produce funds to service any payments which become due and payable in respect of the Notes in accordance with the Conditions. However, regard should be had both to the characteristics of the Portfolio and the other assets and rights available to the Issuer under the Securitisation and the risks to which the Issuer and the Notes may be exposed. Prospective holders of the Notes should consider the detailed information set out elsewhere in this Prospectus, including without limitation under the section "*Risk Factors*" above.

As at the Initial Valuation Date, the Initial Portfolio consisted of No. 9,292 Loans extended to 7,682 customers of the Originators (the "**Borrowers**"). As at the Initial Valuation Date, the aggregate outstanding principal balance of the Initial Claims was Euro 1,185,339,474.26.

Main characteristics of the Initial Portfolio

All information and statistical data contained below in this section is representative of the characteristics of the Initial Portfolio as of 31 December 2016 which is the Initial Valuation Date. The Initial Portfolio described below has been selected in accordance with the C.R.Asti Initial Criteria and the Biver Initial Criteria as at 31 December 2016.

Portfolio Summary			
Cut-Off Date	31/12/2016		
	Total	CR Asti	BiverBanca
Number of Loans	9,292	6,572	2,720
Current Principal Balance	1,185,339,474	856,772,167	328,567,307

Min Current Principal Balance	5,000	5,000	5,015
Max Current Principal Balance	11,295,556	11,295,556	5,149,690
Average Current Principal Balance	127,566	130,367	120,797
Original Principal Balance	1,741,468,472	1,200,923,227	540,545,245
Min Original Principal Balance	5,000	5,000	6,000
Max Original Principal Balance	13,000,000	13,000,000	8,000,000
Average Original Principal Balance	187,416	182,733	198,730
Secured - Current Principal Balance	721,706,420	570,803,624	150,902,796
Unsecured - Current Principal Balance	463,633,055	285,968,543	177,664,512
Secured - Number of Loans	2,660	2,011	649
Unsecured - Number of Loans	6,632	4,561	2,071
WA Average Seasoning (yrs)	3.9	3.8	4.2
WA Average Residual Maturity (yrs)	10.0	10.7	8.1
WA Average Residual Maturity (yrs) - Secured	12.7	13.1	11.0
WA Average Residual Maturity (yrs) - Unsecured	5.7	5.7	5.7
Interest Rate Type (Fixed vs Floating)	12/88	10/90	15/85
WA Spread for Floating Rate	2.56	2.6	2.5
WA Fixed Rate for Fixed Rate	4.19	4.3	4.0
Wa Interest Rate	2.6	2.6	2.6
Payment frequency (1m/3m/6m)	67/5/28	68/4/28	64/7/29
Borrower Geographical Area (N/C/S)	98.2/1.5/0.3	98/1.7/0.4	98.9/1/0.1
Borrower Group Concentration (Top 1/3/10)	1.6/3.5/8.2	1.3/3.5/9.4	5.9/11.1/20.9

	Total				CR Asti				BiverBanca			
Current Principal Balance	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0k;25k]	3,777	40.6%	51,909,972	4.4%	2,575	39.2%	35,670,242	4.2%	1,202	44.2%	16,239,730	4.9%
(25k;50k]	1,781	19.2%	63,088,220	5.3%	1,262	19.2%	44,447,176	5.2%	519	19.1%	18,641,045	5.7%
(50k;75k]	769	8.3%	47,226,210	4.0%	527	8.0%	32,368,597	3.8%	242	8.9%	14,857,613	4.5%
(75k;100k]	565	6.1%	49,240,762	4.2%	400	6.1%	34,854,398	4.1%	165	6.1%	14,386,364	4.4%
(100k;125k]	351	3.8%	39,347,014	3.3%	271	4.1%	30,547,172	3.6%	80	2.9%	8,799,842	2.7%
(125k;150k]	332	3.6%	45,696,585	3.9%	245	3.7%	33,766,928	3.9%	87	3.2%	11,929,656	3.6%
(150k;175k]	193	2.1%	31,336,842	2.6%	153	2.3%	24,826,087	2.9%	40	1.5%	6,510,755	2.0%
(175k;200k]	234	2.5%	44,033,608	3.7%	174	2.6%	32,755,662	3.8%	60	2.2%	11,277,946	3.4%
(200k;300k]	455	4.9%	112,523,336	9.5%	351	5.3%	86,772,035	10.1%	104	3.8%	25,751,301	7.8%
(300k;400k]	227	2.4%	79,995,319	6.7%	180	2.7%	63,209,742	7.4%	47	1.7%	16,785,577	5.1%
(400k;500k]	162	1.7%	72,602,379	6.1%	122	1.9%	54,589,328	6.4%	40	1.5%	18,013,050	5.5%
(500k;25000k]	446	4.8%	548,339,228	46.3%	312	4.7%	382,964,800	44.7%	134	4.9%	165,374,428	50.3%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Original Principal Balance	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0k;25k]	2,387	25.7%	28,656,708	2.4%	1,618	24.6%	19,637,677	2.3%	769	28.3%	9,019,032	2.7%
(25k;50k]	2,320	25.0%	59,182,416	5.0%	1,708	26.0%	44,216,179	5.2%	612	22.5%	14,966,237	4.6%
(50k;75k]	742	8.0%	32,346,671	2.7%	507	7.7%	22,846,510	2.7%	235	8.6%	9,500,161	2.9%
(75k;100k]	740	8.0%	45,318,067	3.8%	512	7.8%	32,330,848	3.8%	228	8.4%	12,987,219	4.0%
(100k;125k]	278	3.0%	22,530,571	1.9%	200	3.0%	16,754,621	2.0%	78	2.9%	5,775,950	1.8%

(125k;150k]	470	5.1%	46,702,118	3.9%	324	4.9%	34,324,972	4.0%	146	5.4%	12,377,146	3.8%
(150k;175k]	185	2.0%	21,203,854	1.8%	140	2.1%	17,331,482	2.0%	45	1.7%	3,872,372	1.2%
(175k;200k]	364	3.9%	48,324,965	4.1%	264	4.0%	36,862,156	4.3%	100	3.7%	11,462,810	3.5%
(200k;300k]	590	6.3%	108,125,351	9.1%	450	6.8%	85,384,032	10.0%	140	5.1%	22,741,319	6.9%
(300k;400k]	309	3.3%	75,587,201	6.4%	226	3.4%	58,353,976	6.8%	83	3.1%	17,233,225	5.2%
(400k;500k]	241	2.6%	77,967,105	6.6%	165	2.5%	56,803,410	6.6%	76	2.8%	21,163,694	6.4%
(500k;25000k]	666	7.2%	619,394,447	52.3%	458	7.0%	431,926,305	50.4%	208	7.6%	187,468,142	57.1%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Origination Date	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
[1993;2000]	6	0.1%	223,655	0.0%	0	0.0%	0	0.0%	6	0.2%	223,655	0.1%
[2001;2003]	78	0.8%	10,672,372	0.9%	29	0.4%	4,335,358	0.5%	49	1.8%	6,337,015	1.9%
[2004;2006]	312	3.4%	63,318,223	5.3%	144	2.2%	33,795,668	3.9%	168	6.2%	29,522,554	9.0%
[2007;2010]	1,016	10.9%	247,140,448	20.8%	708	10.8%	187,080,467	21.8%	308	11.3%	60,059,981	18.3%
[2011]	381	4.1%	69,888,482	5.9%	293	4.5%	57,162,789	6.7%	88	3.2%	12,725,693	3.9%
[2012]	414	4.5%	58,327,877	4.9%	346	5.3%	49,442,236	5.8%	68	2.5%	8,885,641	2.7%
[2013]	925	10.0%	94,188,262	7.9%	689	10.5%	64,718,980	7.6%	236	8.7%	29,469,282	9.0%
[2014]	1,494	16.1%	151,988,949	12.8%	1,051	16.0%	94,224,450	11.0%	443	16.3%	57,764,499	17.6%
[2015]	2,206	23.7%	218,342,283	18.4%	1,569	23.9%	157,825,176	18.4%	637	23.4%	60,517,106	18.4%
[2016]	2,460	26.5%	271,248,925	22.9%	1,743	26.5%	208,187,043	24.3%	717	26.4%	63,061,882	19.2%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Seasoning (yrs)	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0;1]	2,460	26.5%	271,248,925	22.9%	1,743	26.5%	208,187,043	24.3%	717	26.4%	63,061,882	19.2%
(1;2]	2,206	23.7%	218,342,283	18.4%	1,569	23.9%	157,825,176	18.4%	637	23.4%	60,517,106	18.4%
(2;3]	1,494	16.1%	151,988,949	12.8%	1,051	16.0%	94,224,450	11.0%	443	16.3%	57,764,499	17.6%
(3;4]	925	10.0%	94,188,262	7.9%	689	10.5%	64,718,980	7.6%	236	8.7%	29,469,282	9.0%
(4;5]	414	4.5%	58,327,877	4.9%	346	5.3%	49,442,236	5.8%	68	2.5%	8,885,641	2.7%
(5;6]	381	4.1%	69,888,482	5.9%	293	4.5%	57,162,789	6.7%	88	3.2%	12,725,693	3.9%
(6;10]	1,015	10.9%	246,920,453	20.8%	708	10.8%	187,080,467	21.8%	307	11.3%	59,839,987	18.2%
(10;12]	242	2.6%	55,124,268	4.7%	118	1.8%	29,445,095	3.4%	124	4.6%	25,679,173	7.8%
(12;14]	112	1.2%	12,807,981	1.1%	38	0.6%	6,051,476	0.7%	74	2.7%	6,756,505	2.1%
(14;16]	37	0.4%	6,278,340	0.5%	17	0.3%	2,634,455	0.3%	20	0.7%	3,643,885	1.1%
(16;25]	6	0.1%	223,655	0.0%	0	0.0%	0	0.0%	6	0.2%	223,655	0.1%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Maturity Date	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
[2016;2017]	561	6.0%	34,158,521	2.9%	351	5.3%	27,630,113	3.2%	210	7.7%	6,528,407	2.0%
[2018;2019]	2,682	28.9%	119,536,435	10.1%	1,735	26.4%	65,090,672	7.6%	947	34.8%	54,445,763	16.6%
[2020;2021]	2,938	31.6%	193,459,845	16.3%	2,066	31.4%	115,998,616	13.5%	872	32.1%	77,461,229	23.6%
[2022;2023]	772	8.3%	101,166,108	8.5%	581	8.8%	76,459,292	8.9%	191	7.0%	24,706,817	7.5%
[2024;2025]	421	4.5%	134,016,405	11.3%	289	4.4%	97,036,554	11.3%	132	4.9%	36,979,851	11.3%
[2026;2030]	987	10.6%	304,128,179	25.7%	749	11.4%	229,769,182	26.8%	238	8.8%	74,358,997	22.6%
[2031;2035]	605	6.5%	187,516,194	15.8%	509	7.7%	148,707,471	17.4%	96	3.5%	38,808,723	11.8%
[2036;2040]	265	2.9%	87,350,857	7.4%	243	3.7%	78,693,345	9.2%	22	0.8%	8,657,512	2.6%
[2041;2045]	54	0.6%	18,836,073	1.6%	42	0.6%	12,216,066	1.4%	12	0.4%	6,620,007	2.0%
[2046;2060]	7	0.1%	5,170,856	0.4%	7	0.1%	5,170,856	0.6%	0	0.0%	0	0.0%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Residual Maturity (yrs)	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0;1]	561	6.0%	34,158,521	2.9%	351	5.3%	27,630,113	3.2%	210	7.7%	6,528,407	2.0%
(1;3]	2,679	28.8%	119,435,173	10.1%	1,733	26.4%	65,008,150	7.6%	946	34.8%	54,427,023	16.6%
(3;5]	2,922	31.4%	191,640,026	16.2%	2,053	31.2%	114,391,286	13.4%	869	31.9%	77,248,740	23.5%
(5;8]	957	10.3%	152,615,111	12.9%	707	10.8%	108,699,646	12.7%	250	9.2%	43,915,465	13.4%
(8;10]	490	5.3%	167,620,429	14.1%	336	5.1%	120,749,235	14.1%	154	5.7%	46,871,194	14.3%
(10;12]	318	3.4%	97,716,757	8.2%	228	3.5%	75,118,909	8.8%	90	3.3%	22,597,849	6.9%
(12;15]	608	6.5%	189,222,999	16.0%	498	7.6%	150,452,053	17.6%	110	4.0%	38,770,946	11.8%
(15;17]	184	2.0%	48,960,653	4.1%	154	2.3%	39,759,696	4.6%	30	1.1%	9,200,956	2.8%
(17;20]	354	3.8%	103,290,502	8.7%	321	4.9%	88,086,783	10.3%	33	1.2%	15,203,719	4.6%
(20;25]	181	1.9%	69,660,052	5.9%	157	2.4%	56,272,132	6.6%	24	0.9%	13,387,920	4.1%
(25;30]	34	0.4%	6,945,609	0.6%	30	0.5%	6,530,522	0.8%	4	0.1%	415,088	0.1%
(30;45]	4	0.0%	4,073,643	0.3%	4	0.1%	4,073,643	0.5%	0	0.0%	0	0.0%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Amortisation Type	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
French	9,213	99.1%	1,150,039,926	97.0%	6,497	98.9%	824,236,041	96.2%	2,716	99.9%	325,803,885	99.2%
Italian	9	0.1%	1,188,056	0.1%	7	0.1%	444,633	0.1%	2	0.1%	743,422	0.2%
Other	2	0.0%	791,950	0.1%	2	0.0%	791,950	0.1%	0	0.0%	0	0.0%
Bullet	68	0.7%	33,319,543	2.8%	66	1.0%	31,299,543	3.7%	2	0.1%	2,020,000	0.6%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Interest Rate Category	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Constant Installment with Extension and Re-computation	26	0.3%	5,591,790	0.5%	26	0.4%	5,591,790	0.7%	0	0.0%	0	0.0%
Constant Installment with Extension	6	0.1%	684,188	0.1%	1	0.0%	210,002	0.0%	5	0.2%	474,186	0.1%
Fixed for Life	1,451	15.6%	127,858,813	10.8%	858	13.1%	78,179,783	9.1%	593	21.8%	49,679,030	15.1%
Floating for Life	7,597	81.8%	1,019,548,808	86.0%	5,496	83.6%	743,573,324	86.8%	2,101	77.2%	275,975,483	84.0%
Floating for Life with Cap	15	0.2%	1,573,188	0.1%	1	0.0%	147,364	0.0%	14	0.5%	1,425,823	0.4%
Optional Fix Switch to Float every 10 yrs	15	0.2%	2,803,613	0.2%	14	0.2%	2,514,083	0.3%	1	0.0%	289,529	0.1%
Optional Fix Switch to Float every 3 yrs	38	0.4%	5,771,811	0.5%	36	0.5%	5,535,353	0.6%	2	0.1%	236,458	0.1%
Optional Float Switch to Fix every 10 yrs	4	0.0%	525,243	0.0%	4	0.1%	525,243	0.1%	0	0.0%	0	0.0%
Optional Float Switch to Fix every 3 yrs	140	1.5%	20,982,022	1.8%	136	2.1%	20,495,224	2.4%	4	0.1%	486,797	0.1%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Current Interest Rate	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Fixed	1,504	16.2%	136,434,237	11.5%	908	13.8%	86,229,219	10.1%	596	21.9%	50,205,017	15.3%
Floating	7,788	83.8%	1,048,905,237	88.5%	5,664	86.2%	770,542,947	89.9%	2,124	78.1%	278,362,290	84.7%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Spread for Floating	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0;1]	299	3.8%	108,297,031	10.3%	202	3.6%	76,758,025	10.0%	97	4.6%	31,539,006	11.3%
(1;2]	1,211	15.5%	320,472,405	30.6%	855	15.1%	221,390,840	28.7%	356	16.8%	99,081,564	35.6%
(2;2.5]	1,937	24.9%	176,470,318	16.8%	1,478	26.1%	130,410,445	16.9%	459	21.6%	46,059,873	16.5%
(2.5;3]	635	8.2%	148,399,276	14.1%	497	8.8%	125,223,372	16.3%	138	6.5%	23,175,903	8.3%
(3;3.5]	560	7.2%	101,662,761	9.7%	407	7.2%	73,491,465	9.5%	153	7.2%	28,171,296	10.1%
(3.5;4]	717	9.2%	78,828,998	7.5%	547	9.7%	64,080,649	8.3%	170	8.0%	14,748,349	5.3%
(4;4.5]	458	5.9%	44,139,924	4.2%	334	5.9%	32,547,139	4.2%	124	5.8%	11,592,785	4.2%
(4.5;5]	1,220	15.7%	49,814,577	4.7%	774	13.7%	30,172,766	3.9%	446	21.0%	19,641,811	7.1%
(5;5.5]	208	2.7%	8,790,006	0.8%	159	2.8%	7,462,163	1.0%	49	2.3%	1,327,844	0.5%
(5.5;10]	543	7.0%	12,029,942	1.1%	411	7.3%	9,006,083	1.2%	132	6.2%	3,023,859	1.1%
Total	7,788	100.0%	1,048,905,237	100.0%	5,664	100.0%	770,542,947	100.0%	2,124	100.0%	278,362,290	100.0%

	Total				CR Asti				BiverBanca			
Fixed Rate for Fixed	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
(0;1]	1	0.1%	500,000	0.4%	1	0.1%	500,000	0.6%	0	0.0%	0	0.0%
(1;2]	38	2.5%	14,606,725	10.7%	22	2.4%	5,932,014	6.9%	16	2.7%	8,674,710	17.3%
(2;3]	130	8.6%	24,737,881	18.1%	94	10.4%	16,792,112	19.5%	36	6.0%	7,945,769	15.8%
(3;4]	230	15.3%	23,057,839	16.9%	162	17.8%	15,792,596	18.3%	68	11.4%	7,265,243	14.5%
(4;4.5]	101	6.7%	9,664,432	7.1%	57	6.3%	6,186,823	7.2%	44	7.4%	3,477,609	6.9%
(4.5;5]	186	12.4%	15,760,387	11.6%	108	11.9%	9,574,564	11.1%	78	13.1%	6,185,823	12.3%
(5;5.5]	248	16.5%	18,677,743	13.7%	140	15.4%	13,422,656	15.6%	108	18.1%	5,255,087	10.5%
(5.5;6]	230	15.3%	16,747,187	12.3%	117	12.9%	10,110,934	11.7%	113	19.0%	6,636,253	13.2%
(6;6.5]	146	9.7%	7,375,135	5.4%	86	9.5%	4,732,345	5.5%	60	10.1%	2,642,790	5.3%
(6.5;7]	79	5.3%	2,864,494	2.1%	51	5.6%	1,903,653	2.2%	28	4.7%	960,841	1.9%
(7;7.5]	41	2.7%	917,041	0.7%	23	2.5%	296,405	0.3%	18	3.0%	620,635	1.2%
(7.5;15]	74	4.9%	1,525,373	1.1%	47	5.2%	985,116	1.1%	27	4.5%	540,257	1.1%
Total	1,504	100.0%	136,434,237	100.0%	908	100.0%	86,229,219	100.0%	596	100.0%	50,205,017	100.0%

	Total				CR Asti				BiverBanca			
Current Interest Rate	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
[0;0.5]	26	0.3%	18,567,417	1.6%	15	0.2%	11,874,951	1.4%	11	0.4%	6,692,467	2.0%
(0.5;1]	372	4.0%	115,376,038	9.7%	257	3.9%	85,681,187	10.0%	115	4.2%	29,694,851	9.0%
(1;2]	1,188	12.8%	324,898,352	27.4%	835	12.7%	220,144,162	25.7%	353	13.0%	104,754,190	31.9%
(2;2.5]	1,991	21.4%	185,809,792	15.7%	1,505	22.9%	130,918,543	15.3%	486	17.9%	54,891,249	16.7%
(2.5;3]	698	7.5%	156,652,701	13.2%	555	8.4%	130,834,930	15.3%	143	5.3%	25,817,772	7.9%
(3;3.5]	653	7.0%	109,999,965	9.3%	477	7.3%	82,980,489	9.7%	176	6.5%	27,019,476	8.2%
(3.5;4]	858	9.2%	89,814,158	7.6%	642	9.8%	70,321,603	8.2%	216	7.9%	19,492,555	5.9%
(4;4.5]	542	5.8%	51,536,890	4.3%	378	5.8%	38,244,672	4.5%	164	6.0%	13,292,218	4.0%
(4.5;5]	1,405	15.1%	64,651,821	5.5%	884	13.5%	38,920,885	4.5%	521	19.2%	25,730,937	7.8%
(5;5.5]	452	4.9%	26,698,689	2.3%	291	4.4%	19,865,586	2.3%	161	5.9%	6,833,103	2.1%
(5.5;6]	481	5.2%	23,288,097	2.0%	302	4.6%	15,238,243	1.8%	179	6.6%	8,049,854	2.4%
(6;15]	626	6.7%	18,045,553	1.5%	431	6.6%	11,746,917	1.4%	195	7.2%	6,298,636	1.9%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Payment Method	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Current Account	9,181	98.8%	1,171,342,700	98.8%	6,502	98.9%	851,000,657	99.3%	2,679	98.5%	320,342,043	97.5%
Payment Advice	17	0.2%	5,189,953	0.4%	5	0.1%	222,364	0.0%	12	0.4%	4,967,589	1.5%
NA	1	0.0%	123,459	0.0%	1	0.0%	123,459	0.0%	0	0.0%	0	0.0%
Direct Debit	93	1.0%	8,683,362	0.7%	64	1.0%	5,425,686	0.6%	29	1.1%	3,257,675	1.0%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Payment Frequency	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Annually	5	0.1%	569,773	0.0%	1	0.0%	99,898	0.0%	4	0.1%	469,875	0.1%
Semi-annually	994	10.7%	333,531,212	28.1%	742	11.3%	237,341,183	27.7%	252	9.3%	96,190,029	29.3%
Quarterly	149	1.6%	55,648,662	4.7%	104	1.6%	33,898,938	4.0%	45	1.7%	21,749,723	6.6%
Bi-Monthly	1	0.0%	179,146	0.0%	0	0.0%	0	0.0%	1	0.0%	179,146	0.1%
Monthly	8,143	87.6%	795,410,682	67.1%	5,725	87.1%	585,432,148	68.3%	2,418	88.9%	209,978,534	63.9%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Borrower Segment	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Corporate	174	1.9%	143,204,209	12.1%	58	0.9%	66,695,050	7.8%	116	4.3%	76,509,160	23.3%
Other	1	0.0%	11,875	0.0%	0	0.0%	0	0.0%	1	0.0%	11,875	0.0%
Retail	34	0.4%	1,960,883	0.2%	0	0.0%	0	0.0%	34	1.3%	1,960,883	0.6%
Sme Corporate	9,078	97.7%	1,039,975,700	87.7%	6,514	99.1%	790,077,117	92.2%	2,564	94.3%	249,898,583	76.1%
ND	5	0.1%	186,807	0.0%	0	0.0%	0	0.0%	5	0.2%	186,807	0.1%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Borrower Sector	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
CORP - Aerospace & Defense	2	0.0%	128,877	0.0%	1	0.0%	21,640	0.0%	1	0.0%	107,236	0.0%
CORP - Automotive	316	3.4%	23,650,591	2.0%	222	3.4%	18,312,198	2.1%	94	3.5%	5,338,393	1.6%
CORP - Banking	88	0.9%	4,822,015	0.4%	73	1.1%	4,531,241	0.5%	15	0.6%	290,774	0.1%
CORP - Beverage, Food & Tobacco	1,617	17.4%	166,556,345	14.1%	1,281	19.5%	130,549,487	15.2%	336	12.4%	36,006,858	11.0%
CORP - Capital Equipment	335	3.6%	38,213,700	3.2%	210	3.2%	26,609,435	3.1%	125	4.6%	11,604,265	3.5%
CORP - Chemicals, Plastics, & Rubber	70	0.8%	10,819,634	0.9%	50	0.8%	9,785,357	1.1%	20	0.7%	1,034,277	0.3%
CORP - Construction & Building	2,246	24.2%	453,328,616	38.2%	1,723	26.2%	370,067,199	43.2%	523	19.2%	83,261,417	25.3%
CORP - Consumer goods: Durable	262	2.8%	19,920,785	1.7%	166	2.5%	14,898,960	1.7%	96	3.5%	5,021,825	1.5%
CORP - Consumer goods: Non-durable	462	5.0%	51,684,197	4.4%	233	3.5%	22,192,154	2.6%	229	8.4%	29,492,043	9.0%
CORP - Containers, Packaging & Glass	44	0.5%	6,126,352	0.5%	31	0.5%	3,609,279	0.4%	13	0.5%	2,517,073	0.8%
CORP - Energy: Electricity	21	0.2%	4,639,203	0.4%	13	0.2%	3,722,608	0.4%	8	0.3%	916,594	0.3%
CORP - Energy: Oil & Gas	47	0.5%	6,309,626	0.5%	32	0.5%	992,719	0.1%	15	0.6%	5,316,907	1.6%
CORP - Environmental Industries	47	0.5%	5,746,082	0.5%	26	0.4%	3,610,978	0.4%	21	0.8%	2,135,105	0.6%
CORP - FIRE: Finance	20	0.2%	9,209,642	0.8%	18	0.3%	6,716,104	0.8%	2	0.1%	2,493,538	0.8%
CORP - FIRE: Insurance	32	0.3%	2,341,455	0.2%	23	0.3%	1,605,631	0.2%	9	0.3%	735,823	0.2%
CORP - Forest Products & Paper	74	0.8%	8,669,806	0.7%	54	0.8%	6,775,127	0.8%	20	0.7%	1,894,679	0.6%
CORP - Healthcare & Pharmaceuticals	247	2.7%	53,835,238	4.5%	164	2.5%	30,935,405	3.6%	83	3.1%	22,899,833	7.0%
CORP - High Tech Industries	110	1.2%	11,099,898	0.9%	76	1.2%	7,225,304	0.8%	34	1.3%	3,874,594	1.2%
CORP - Hotel, Gaming & Leisure	964	10.4%	76,978,475	6.5%	610	9.3%	52,403,553	6.1%	354	13.0%	24,574,922	7.5%
CORP - Media: Advertising, Printing & Publishing	98	1.1%	6,228,539	0.5%	68	1.0%	4,457,546	0.5%	30	1.1%	1,770,993	0.5%
CORP - Media: Diversified & Production	27	0.3%	2,624,600	0.2%	17	0.3%	946,800	0.1%	10	0.4%	1,677,800	0.5%
CORP - Metals & Mining	203	2.2%	29,496,082	2.5%	141	2.1%	21,524,731	2.5%	62	2.3%	7,971,350	2.4%
CORP - Retail	563	6.1%	32,316,187	2.7%	401	6.1%	26,000,745	3.0%	162	6.0%	6,315,443	1.9%
CORP - Services: Business	373	4.0%	40,771,798	3.4%	263	4.0%	25,955,770	3.0%	110	4.0%	14,816,027	4.5%
CORP - Services: Consumer	387	4.2%	17,149,189	1.4%	274	4.2%	13,367,110	1.6%	113	4.2%	3,782,079	1.2%
CORP - Sovereign & Public Finance	56	0.6%	13,298,982	1.1%	34	0.5%	8,259,813	1.0%	22	0.8%	5,039,168	1.5%
CORP - Telecommunications	17	0.2%	736,699	0.1%	2	0.0%	25,050	0.0%	15	0.6%	711,649	0.2%
CORP - Transportation: Cargo	243	2.6%	19,201,582	1.6%	193	2.9%	16,846,966	2.0%	50	1.8%	2,354,616	0.7%
CORP - Transportation: Consumer	31	0.3%	2,085,164	0.2%	23	0.3%	1,717,929	0.2%	8	0.3%	367,235	0.1%
CORP - Utilities: Oil & Gas	2	0.0%	1,013,418	0.1%	1	0.0%	1,000,000	0.1%	1	0.0%	13,418	0.0%
CORP - Utilities: Water	94	1.0%	42,555,758	3.6%	4	0.1%	4,447,487	0.5%	90	3.3%	38,108,271	11.6%
CORP - Wholesale	15	0.2%	924,532	0.1%	11	0.2%	436,354	0.1%	4	0.1%	488,178	0.1%
ND	179	1.9%	22,856,408	1.9%	134	2.0%	17,221,485	2.0%	45	1.7%	5,634,923	1.7%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%

	Total				CR Asti				BiverBanca			
Borrower Region	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%	Number of Loans	%	Current Principal Balance	%
Abruzzo	2	0.0%	478,570	0.0%	2	0.0%	478,570	0.1%	0	0.0%	0	0.0%
Basilicata	1	0.0%	18,242	0.0%	1	0.0%	18,242	0.0%	0	0.0%	0	0.0%
Calabria	6	0.1%	465,872	0.0%	6	0.1%	465,872	0.1%	0	0.0%	0	0.0%
Campania	4	0.0%	260,762	0.0%	4	0.1%	260,762	0.0%	0	0.0%	0	0.0%
Emilia Romagna	10	0.1%	11,319,491	1.0%	8	0.1%	11,206,493	1.3%	2	0.1%	112,998	0.0%
Lazio	13	0.1%	15,124,966	1.3%	12	0.2%	13,243,325	1.5%	1	0.0%	1,881,641	0.6%
Liguria	38	0.4%	5,688,273	0.5%	37	0.6%	4,419,027	0.5%	1	0.0%	1,269,247	0.4%
Lombardia	682	7.3%	132,830,161	11.2%	611	9.3%	106,199,991	12.4%	71	2.6%	26,630,170	8.1%
Piemonte	8,503	91.5%	1,010,121,321	85.2%	5,877	89.4%	717,020,150	83.7%	2,626	96.5%	293,101,171	89.2%
Puglia	1	0.0%	1,250,000	0.1%	1	0.0%	1,250,000	0.1%	0	0.0%	0	0.0%
Sardegna	2	0.0%	518,898	0.0%	1	0.0%	123,841	0.0%	1	0.0%	395,057	0.1%
Sicilia	4	0.0%	449,080	0.0%	3	0.0%	439,572	0.1%	1	0.0%	9,509	0.0%
Toscana	7	0.1%	1,499,082	0.1%	2	0.0%	208,152	0.0%	5	0.2%	1,290,930	0.4%
Trentino Alto Adige	2	0.0%	267,850	0.0%	2	0.0%	267,850	0.0%	0	0.0%	0	0.0%
Umbria	1	0.0%	1,047,117	0.1%	1	0.0%	1,047,117	0.1%	0	0.0%	0	0.0%
Valle d'Aosta	11	0.1%	970,954	0.1%	2	0.0%	89,374	0.0%	9	0.3%	881,581	0.3%
Veneto	5	0.1%	3,028,834	0.3%	2	0.0%	33,830	0.0%	3	0.1%	2,995,004	0.9%
Total	9,292	100.0%	1,185,339,474	100.0%	6,572	100.0%	856,772,167	100.0%	2,720	100.0%	328,567,307	100.0%
Nord	9,251	99.6%	1,164,226,884	98.2%	6,539	99.5%	839,236,713	98.0%	2,712	99.7%	324,990,171	98.9%
Central	21	0.2%	17,671,165	1.5%	15	0.2%	14,498,594	1.7%	6	0.2%	3,172,571	1.0%
South & Islands	20	0.2%	3,441,425	0.3%	18	0.3%	3,036,860	0.4%	2	0.1%	404,565	0.1%

THE ORIGINATORS AND SERVICERS

Cassa di Risparmio di Asti S.p.A.

Introduction

Cassa di Risparmio di Asti S.p.A. ("**C.R.Asti**") is a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at Piazza Libertà 23, 14100, Italy, paid-in share capital of Euro 308.367.719,76, tax code No. 00060550050, registered with the Register of Enterprises (*Registro delle Imprese*) of Asti under No. 00060550050.

Description of C.R.Asti

General

C.R.Asti is a joint-stock company (*società per azioni*) since 1992, with about 25.000 shareholders as of 31 December 2016. In particular, C.R.Asti's share capital is owned by Fondazione Cassa di Risparmio di Asti (37.82 %)[1], Banco BPM (13.65 %) and other shareholders (47.85 %).

C.R.Asti has a network of several offices in the regions of Piedmont, Lombardy and Liguria. In particular, the offices are distributed as follows:

- 67 offices in the Asti province;
- 9 offices in the Alessandria province;
- 16 offices in the Cuneo province;
- 23 offices in the Turin province;
- 10 offices in the Milan province;
- 5 offices in the Monza and Brianza province;
- 2 office in the Pavia province; and
- 1 office in the Genova province.

C.R.Asti has one position of absolute leadership in the Asti province and in Piedmont with a market share of 47,7% for bank deposit and of 51,18 % for loans (as of December 31, 2015).

The financial results for 2015 reported a net profit of euro 24.89 million, representing a decrease of euro 14.33 million versus the 2014.

As of December 2015, C.R.Asti's total assets were around euro 9,003 million and total shareholders' equity amounted to Euro 799 million, with an annualized ROE of 3.81 % [(*)].

With a CET1/T1 Ratio (*Fondi Propri di Classe 1/attività di rischio ponderate*) of 17.24% and a Total Capital Ratio (*Fondi Propri/attività di rischio ponderate*) of 21.42% and a Texas Ratio of 75,52%, C.R.Asti's capitalisation is fully compliant with applicable laws and regulations at the end of December 2015.

History

1842 Establishment of Cassa di Risparmio e di Previdenza della Provincia di Asti.

1932 Banca Astese is merged into Cassa di Risparmio della Provincia di Asti.

1971 Banca Agraria Bruno & C. S.p.A. is merged into Cassa di Risparmio della Provincia di Asti.

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[1] Fondazione Cassa di Risparmio, which is managed by publicly appointed representatives, administers the shareholding in the bank to pursue public interest and social utility objectives.

[(*)] Including the capital increase of 199 million realized in August 2015.

1992 Cassa di Risparmio di Asti becomes Fondazione Cassa di Risparmio. Incorporation of Cassa di Risparmio di Asti S.p.A.

1996 Offer to private investors – by means of a capital increase and issuance of convertible bonds – of the bank's share-capital (formerly wholly owned by Fondazione Cassa di Risparmio).

1999 Fondazione Cassa di Risparmio di Asti transfers to Deutsche Bank 20% of its share capital.

2004 Banca di Legnano (BPM Group) buys 20% of Cassa di Risparmio di Asti from Deutsche Bank.

2008 Bank's share capital increase of 150 million Euro through public offering.

2012 Cassa di Risparmio di Asti buys majority shareholding (equal to 60.42% of the share capital) of Cassa di Risparmio di Biella e Vercelli S.p.A. (Biverbanca).

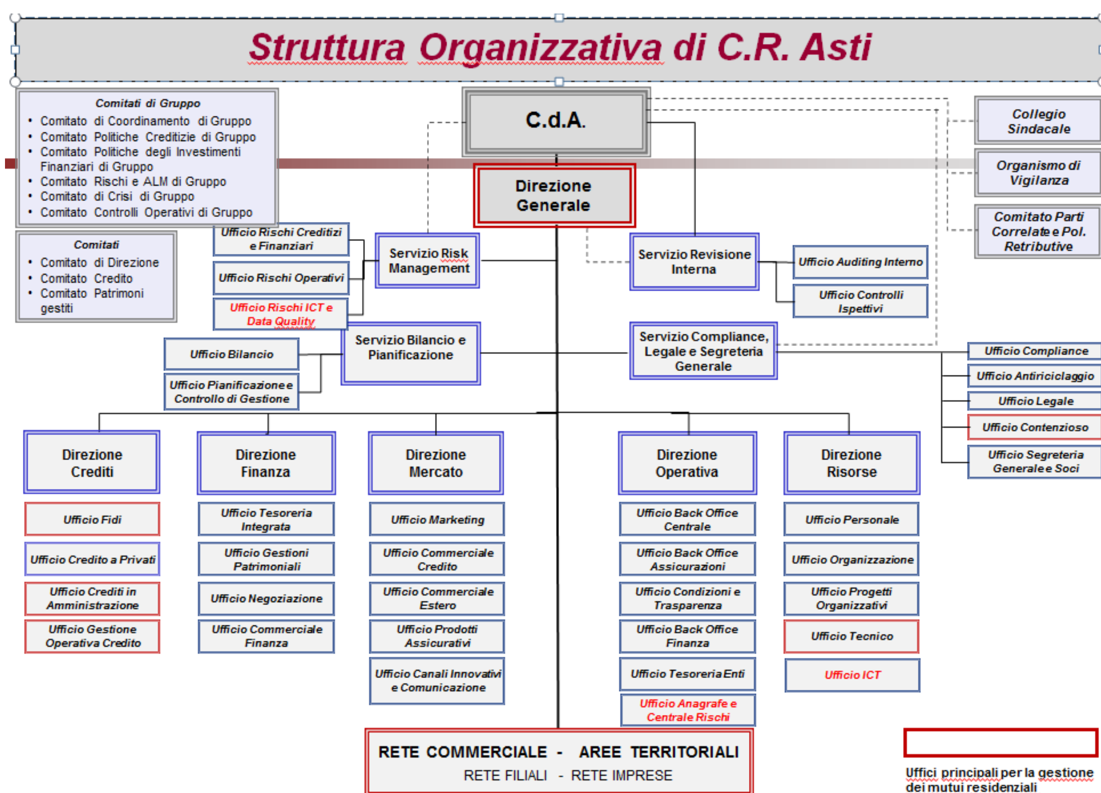
2013 Bank's share capital increase of 71 million Euro through public offering.

Bank's share capital increase of 200 million Euro through public offering.

2015 Cassa di Risparmio di Asti buys majority shareholding (equal to 65% of the share capital which, added to the 5% already held, brings the total stake to 70%) of Pitagora S.p.A.

Organisational Structure

C.R.Asti's organisational structure



Business Information

- Loans

In 2015, mortgages originated by C.R. Asti to corporate clients were 3,141 (-1% versus 2014) for more than Euro 344 m (-5% against the previous year). In 2014, the total number of loans stipulated was equal to 3,173 (+28% versus 2013), equivalent to more than Euro 362 million (+2% versus 2013). The prevailing distributing channel is the traditional one, *i.e.* the offices network. In any case, loans are not distributed through salesmen (*promotori*), insurance agents, brokers, etc.

- Assets

C.R.Asti's asset base has been unchanged.

- Risk Management

C.R.Asti pays much attention to risk management. The constant attention to this matter involves the preparation of processes aimed at assessing and managing risks associated to both banking and financial activities. The operational risk is monitored through checks and internal review.

Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.

Introduction

Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. ("**Biver**") is a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at Via Carso 15, 13900, Italy, paid-in share capital of Euro 124,560,677.00, tax code No. 01807130024, registered with the Register of Enterprises (*Registro delle Imprese*) of Biella under No. 01807130024.

Description of Biver

General

Biver is a joint-stock company (*società per azioni*) since 1994, Biver's share capital is owned by Cassa di Risparmio di Asti (60.42%), Fondazione Cassa di Risparmio di Biella (33.44%) and Fondazione Cassa di Risparmio di Vercelli (6.14%).

Biver has a network of several offices in the regions of Piedmont, Lombardy and Val d'Aosta. In particular, the offices are distributed as follows:

- 46 offices in the Biella province;
- 43 offices in the Vercelli province;
- 7 offices in the Novara province;
- 9 offices in the Turin province;
- 4 offices in the Aosta province;
- 5 offices in the Alessandria province;
- 2 office in the Milan province; and
- 1 office in the Verbania province.

Biver has a market share in Vercelli province of 21.50% for bank deposit and of 25.06% for loans and in Biella province of 27.37% for bank deposit and of 21.28% for loans (as of 31 December 2015).

The financial results for 2015 reported a net profit of euro 12.21 million, representing an increase of euro 9.87 million versus the 2014.

As of 2015, Biver's total assets were around euro 3,682 million and total shareholders' equity amounted to Euro 382.1 million, with an annualized ROE of 3.48%.

With a CET1/T1 Ratio (*Propri di Classe 1/attività di rischio ponderate*) of 18.38% and a Total Capital Ratio (*Fondi Propri/attività di rischio ponderate*) of 18.38%, and a Texas Ratio of 70,84%. Biver's capitalisation is fully compliant with applicable laws and regulations at the end of December 2015.

History

1851 Establishment of Cassa di Risparmio di Vercelli.

1856 Establishment of Cassa di Risparmio di Biella.

1994 Establishment of Biverbanca S.p.A. as a result of the merger between Cassa di Risparmio di Vercelli and Cassa di Risparmio di Biella.

1997 Banca Commerciale Italiana joined in capital of Biverbanca.

1999 Biverbanca's share capital is owned by Comit (55%), Fondazione Cassa di Risparmio di Biella (33.22%) and Fondazione Cassa di Risparmio di Vercelli (11.78%)

2007 Banca Monte Paschi di Siena buys 55% of Biverbanca from Intesa Sanpaolo.

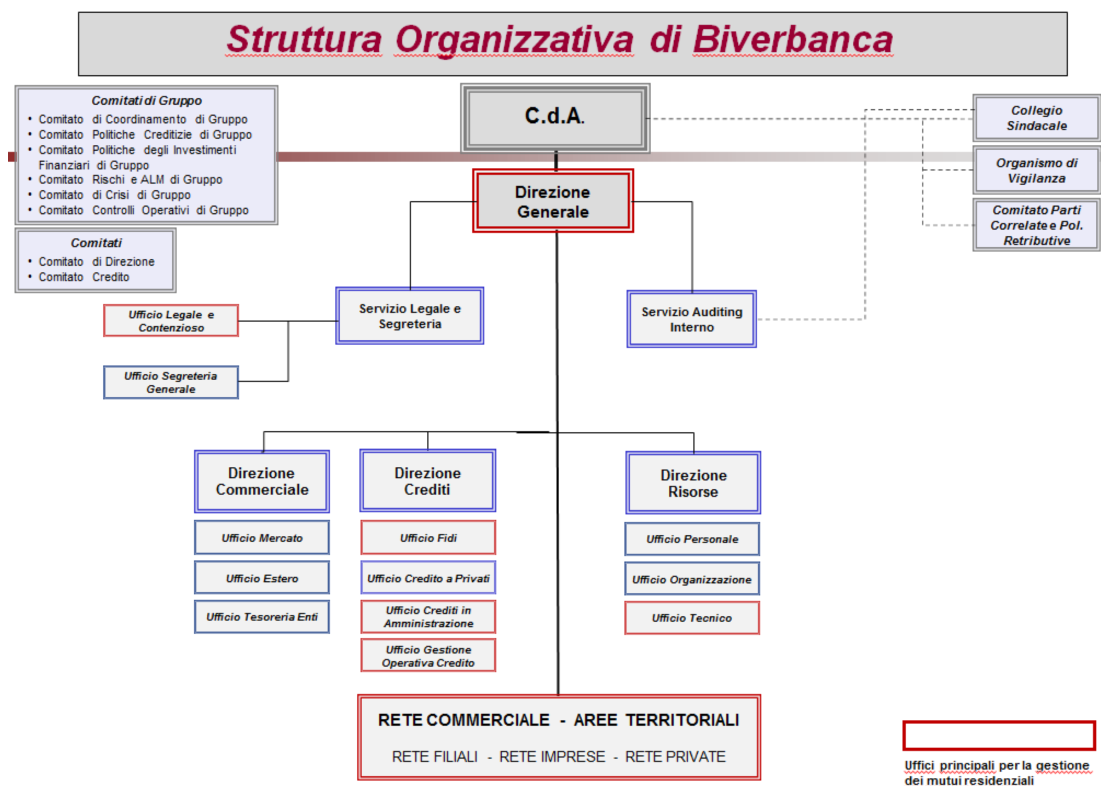
2008 Banca Monte Paschi di Siena buys 5.78% of Biverbanca from Fondazione Cassa di Risparmio di Vercelli and sells 1,78 to Fondazione Cassa di Risparmio di Biella. As a consequence, Biverbanca's share capital is owned by Banca Monte Paschi di Siena S.p.A. (59%), Fondazione Cassa di Risparmio di Biella (35%) and Fondazione Cassa di Risparmio di Vercelli (6%).

2010 In October 2010 Bank's share capital increase to 124,560.77. In the same period Biverbanca's share capital is owned by Banca Monte Paschi S.p.A. (60.42%), Fondazione Cassa di Risparmio di Biella (33.44%) and Fondazione Cassa di Risparmio di Vercelli (6.14%).

2012 Cassa di Risparmio di Asti buys from Banca Monte Paschi di Siena S.p.A. majority shareholding (equal to 60.42% of the share capital) of Cassa di Risparmio di Biella e Vercelli S.p.A. (Biverbanca).

Organisational Structure

Biverbanca's organisational structure



Business Information

- Loans

Unsecured loans (individuals and corporate clients) originated by Biver in 2015 were equal to 142 million and in 2016 were 135 million. In 2015, mortgages loans originated by Biver to corporate clients were 44 million and, in 2016, were 29 million (*).

The prevailing distributing channel is the traditional one, i.e. the offices network. In any case, loans are not distributed through salesmen (*promotori*), insurance agents, brokers, etc.

- Assets

Biver's asset base has been unchanged.

- Risk Management

Biver pays much attention to risk management. The constant attention to this matter involves the preparation of processes aimed at assessing and managing risks associated to both banking and financial activities. The operational risk is monitored through checks and internal review.

(*) *in May 2013 there was the integration of IT processes in C.R. Asti*

THE CREDIT AND COLLECTION POLICIES

CREDIT PROCEDURES

A. DATA ACQUISITION AND PRELIMINARY INVESTIGATION

The relevant Originator's branch (or the Client Manager):

- collects all the documentation and the information required for the granting of the loan;
- conducts all necessary controls;
- makes an initial assessment of the creditworthiness of the relevant customer based on internal data;
- (with exclusive reference to mortgage loans ("*ipotecari*")) instructs the technical office (*Ufficio Tecnico*), or the company REVALUTA (that has an agreement with the bank), to draw up the relevant evaluation report ("*perizia*").

Should the preliminary investigation carried out by the relevant Originator's branch result to be unsatisfactory, the process for the granting of the relevant loan shall be interrupted at this stage.

Should the preliminary investigation carried out by the relevant Originator's branch result to be satisfactory, the loan application is formalized as a "*Pratica di Fido*" along with the issuance of an internal merit opinion and, if under the authority of the relevant branch (only in case of unsecured loan ("*mutuo chirografario*")), directly with the relevant resolution.

B. INFORMATION REQUESTED FOR COMMERCIAL LOANS

In order to support the preliminary investigation phase described under paragraph A) above, the relevant Originator's branch/Client Manager gathers the documentation below:

- For sole proprietorships ("*ditte individuali*"):
  - certificate issued by the chamber of commerce ("*visura camerale*");
  - tax form "*Modello Unico*" of the relevant applicant and its guarantors relating to the last two years;
  - applicant's balance sheet ("*bilancio*") for the relevant period;
  - list of credit exposures *vis-à-vis* banks and leasing;
  - financial condition ("*situazione patrimoniale*") of the relevant applicant and its guarantors;
- For companies ("*società*"):
  - deed of incorporation and bylaws;
  - certificate issued by chamber of commerce ("*visura camerale*");
  - last two approved balance sheets ("*bilanci*");
  - applicant's balance sheet ("*bilancio*") for the relevant period;
  - tax form "*Modello Unico*" of the relevant guarantors;
  - list of credit exposures *vis-à-vis* banks and leasing;
  - financial condition ("*situazione patrimoniale*") of the relevant company, its shareholders and its guarantors;

Should the application be for a mortgage loan ("*mutuo ipotecario*") the Branch/Client Manager of the relevant Originator shall also collect all technical and cadastral documentation relating to the real estate assets offered as security.

C. VALUATION OF REAL ESTATE ASSETS

Real estate assets' appraisals in connection with loans grated to small and medium sized enterprises falls within the competence of the technical office (*Ufficio Tecnico*).

Occasionally the technical office (*Ufficio Tecnico*) also uses two external experts. The appraisals made by the external experts are verified and endorsed by the technical office (*Ufficio Tecnico*).

The appraisals on the relevant real estate assets are carried out by experts that are professionally qualified to carry out appraisal activities, in accordance with the ABI Guidelines (*Linee Guida ABI*) on real estate appraisals to which the relevant Originator's adhered in 2014, and that makes a preliminary inspection of the relevant real estate asset with subsequent analysis of its cadastral and urban situation, aiming to ascertain that no encumbrances are registered on the real estate asset to be mortgaged which may prevent the registration of the security interest in favour of the bank (such as, for example, indivisibility constraints, artistic constraints, planning restrictions and constraints arising from building agreements etc.).

The estimated value of the real estate asset is usually determined based on:

- a comparative method making reference to prices in the context of real estate transactions of similar asset resulting from either the relevant sale and purchase agreements or the internal database ("*Banca Dati*") and, in each case, adjusted in order to reflect the specific characteristics of the relevant asset under assessment; such values are also compared with statistics of the main real estate trading desks (*borsini immobiliari*) and real estate websites (*Scenari Immobiliari, Tecnocasa, Gabetti, Consulente Immobiliare, Osservatorio immobiliare Agenzia del Territorio, borsini F.I.A.I.P. and F.I.M.A.A., etc.*);
- when the comparative method cannot be applied the financial method or the cost method are adopted for the appraisal.

Experts' fees are not based on the estimated value of the real estate asset being mortgaged.

D. DELIVERY OF THE DOSSIER TO THE CREDIT DEPARTMENT (Direzione Credito)

At the end of the above preliminary investigation the relevant Originator's branch/Client Manager, within its authority and in accordance with the preceding paragraphs, delivers the mortgage loan proposal to the competent "Credit Department" ("*Direzione Credito*").

E. EXAMINATION OF THE INFORMATION AND ASCERTAINMENT FOR COMMERCIAL LOANS

The relevant Originator's "*Ufficio Fidi*" deepens the investigation carried out by the branch:

- analyses the available accounting data;
- looks at the management of the relations with the bank and the banking system;
- verifies the absence of anomalies in other databases (*protesti, CAI, conservatoria, tribunale*);
- assesses the debtor's ability to repay the loan;
- (with exclusive reference to mortgage loans (*ipotecari*)) verifies the loan-to-value ratio based on the requested loan amount and the value of the relevant real estate as resulting from the evaluation report;

- makes an overall assessment of the creditworthiness of the debtor completed with an examination of the technical report and of the bank/client risk position and eventually draws up a short report for the deliberative body (*Organo Deliberante*) of the relevant Originator.

F. LOAN DOSSIER RESOLUTION

Once the investigation is concluded the loan dossier is submitted for approval to the competent deliberative body (*Organo Deliberante*) of the relevant Originator.

G. EXECUTION OF THE LOAN AGREEMENT

- Once the resolution is taken the granting of the loan is notified to the client;
- The "*Ufficio Gestione Operativo Credito*" prepare, with reference to the client's application, the relevant draft loan agreement that is forwarded to the public notary together with the following documents:
  - personal data (*dati anagrafici*) of the relevant parties;
  - excerpt of the technical report;
  - economic terms for the loan;
  - amortization plan;
  - administrative schedules required to complete the transaction;

  Execution is performed by way of a public deed (*atto pubblico*), subject to the prior delivery of the notarial preliminary report confirming the absence of prejudicial elements for the registration of the mortgage and the continuity of transcriptions (*continuità delle trascrizioni*) in the relevant "*Servizio di Pubblicità Immobiliare*".

H. DRAW-DOWN OF THE LOAN

- Loans for the purchase of real estate assets
  - If the real estate asset purchase agreement is executed at the same time as the loan agreement and in the absence of any prejudicial elements, the amount of money under the loan is drawn down at the same time.
- Loans having a different scope
  - The drawdown of the amount of money under the loan is made upon perfection of the transcription of the mortgage or, in case of *fondiario* mortgage loans, upon the expiry of the relevant hardening period with respect to the mortgage.
- Following draw down, upon delivery by the notary of the final notarial report and the notarial certified copy (*copia in forma esecutiva*) of the loan agreement, the information relating to the transaction are uploaded in the databases and filing is made.

All loans are managed through an internal procedure that, at any time during the investigation period, allow to check the actual status of the relevant dossier.

AGREED PROCEDURES

MANAGEMENT AND PAYMENTS COLLECTION

Payments of instalments under the loans are carried out by means of direct debit on a current account opened with the relevant Originator (99 per cent. for the C.R.Asti Portfolio and almost exclusively for Biver Portfolio), rarely payments are carried out by means of SEPA and MAV.

An expiration notice is sent only to borrowers who have not given a permanent order to debit the relevant current account. Starting from 2 March 2015 in respect of C.R.Asti and from 3 March 2015 in respect of Biver, the default interest rate is equal to the rate applicable to the relevant loan (TAN).

The Originators' branches receive on a daily basis a file highlighting any overdrafts arising as a result of the related borrowers debiting the relevant current accounts, among which are also included the overdrafts following the direct debit of the instalments of the loans.

The Originators' branches holding account relations with the related customers will monitor any unpaid instalments and may resolve to cancel ("*stornare*") the debiting of the relevant instalment which should result to be overdraft ("*incapiente*") and solicit the borrower by delivering a written notice or by phone call.

Within the fifth day of each month for every Originators' branch, a report is drawn up evidencing all the instalments overdue and unpaid to that branch in relation to the previous month.

A similar report, in this case related to all the loans granted by the relevant Originator is sent to the relevant *Ufficio Crediti in Amministrazione* in order to carry out any necessary examination and action.

A default notice soliciting payment is sent to the customer being borrower of loans having overdue and unpaid instalments exceeding 30 days. Such notice is sent by means of the Cedacri procedure on a three-month basis in case of C.R.Asti Loans and on a monthly basis in case of Biver Loans. The notice is sent for all types of loans.

Furthermore, with respect to securitised loans, on a monthly basis a further memorandum is sent to every relevant C.R.Asti's branch. Such reports highlight borrowers which, at the end of the immediately preceding month, have respectively more than four or than eight instalments which are due and unpaid.

The elements showing the customer's financial problems are identified not only during the periodic reviews of the granted credit lines, but also through:

- the occurrence of negative events, such as protests, the inclusion of the customer in the "*Centrale di Allarme Interbancaria*" (such inclusion is carried out by monitoring the daily files), prejudicial actions taken by other banks and/or financial institutions or private citizens (which are known by checking the mortgage searches) and inclusion as a "defaulted" position ("*sofferenza*") in *Centrale dei Rischi*;
- the persisting situation of trespassing of the relation ("*sconfinamento del rapport*") and the load of outstanding instalments of (unsecured "*chirografari*" and/or mortgage) loans.

INSTRUMENTS FOR THE MANAGEMENT OF THE "PRATICHE ANOMALE"

Certain proceedings for the recording and control of clients showing anomalies have been introduced by the ICC (*Iter controllo crediti*) procedure that is effective from 01/04/2010. The due and unpaid instalments of the loans are also considered among these anomalies.

In particular, once it is identified that:

- 12 monthly instalments;
- 4 quarterly or 3 four-monthly instalments;
- 2 semi-annual instalments.

are due and unpaid, a matter is automatically generated by the ICC procedure before the Administrator (Branch or Client Manager) who, within 60 days, must request the client to settle her irregular position.

Starting from December 2013 the so called Intranet "*Monitoraggio*" procedure is in effective. Such procedure allows every manger ("*Gestore*") to verify, among the positions it manages, any overdraft positions ("*posizioni sconfinate*"), including those relating to loans having overdue and unpaid instalments.

"AUTOMATIC" CRITERIA FOR THE CLASSIFICATION OF "INCAGLIO" – NOW "INADEMPIENZA PROBABILE"

The seventh update of the regulation of the Bank of Italy No. 272, dated 20 January 2015, has amended the denomination and the definition of non-performing credit and in particular of the "*incagli*" category that is now called "*inadempienze probabili*".

"*Inadempienze probabili*": means the positions in relation to which the bank considers unlikely the credit's satisfaction without taking actions like the enforcement of the guarantees or securities.

Should one of the following conditions occur, the entire position of the customer is classified as "*inadempienza probabile*":

- withdrawal of credit lines or termination of loan agreements with subsequent acceleration; or
- receipt of registration notice of property attachment made by third parties;

The *Ufficio Crediti in Amministrazione* or the *Ufficio Fidi* may in any case propose to introduce among the "*inadempienze probabili*" the positions of the clients showing recurring indicative elements of economic and financial difficulty leading to the assessment of unlikeliness of credit's satisfaction without pursuing actions like the enforcement of the guarantees.

Once a position is classified as "*inadempienze probabili*", the Manager of the dossier together with the *Ufficio Crediti in Amministrazione* should focus its activity on the effective possibilities to return *in bonis* and on the possible strengthening of the guarantees.

- The exercise of deliberative powers assigned to the bank representatives (*delegati*) of the *Rete Territoriale* or of the *Rete Imprese* is suspended.
- The management of the positions classified as "*inadempienze probabili*" is, in any case, not contentious and mainly consists in the setting of restructuring plans with the debtor.
- If the renegotiation cannot be achieved, or disregarded by the customer, the management of the relevant position is transferred to the Dispute Resolution Department (*Ufficio Contenzioso* of C.R.Asti, *Ufficio Legale e Contenzioso* of Biver) for the commencement of foreclosure proceedings.

The *Ufficio Crediti in Amministrazione* includes the position among the "*inadempienze probabili*". The same department is also in charge for the writes off of the status of "*inadempienze probabili*" when:

- the circumstances that had caused the above status no longer exist because of a resolution taken by the Credit Department Director;
- the relevant positions are settled.

The following bodies are in charge of the decisions to classify or write off a position as "*inadempienza probabile*":

- the person in charge of the "*Crediti in Amministrazione*" department up to the limit of Euro 50,000.00, as set forth under Article 20 (*Delegated Powers*);
- the Credit Department Director up to a CLASS III limit (*i.e.*, Euro 1,000,000.00) as indicated under Annex 1, Table "A" of the applicable *Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*; and

- with no amount limit, the Credit Committee ("*Comitato Credito*"), upon proposal of the "Credit Department Director".
- The decision is notified to:
  - the Manager responsible for the business unit ("*Capo Area*");
  - the relevant Branch;
  - the relevant Client Manager, in the case of a client who has been allocated to the *rete Imprese*.
- The Credit Department Director is also vested with the power to settle, upon justified proposal of the "*Ufficio Crediti in Amministrazione*", positions classified as "*in bonis*" or "*inadempienza probabile*/*incagliate*", with the power to waive receivables up to Euro 10,000.00.

CLASSIFICATION AS A DEFAULTED POSITION AND LEGAL ACTIONS

The Dispute Resolution Department receives from the *Ufficio Crediti in Amministrazione* the file containing the necessary documents.

To the extent that it is not possible to reach an amicable agreement with the relevant borrower, a foreclosure proceeding is promptly commenced. The defaulted position may be recorded in the accounting books after or prior to the commencement of the foreclosure procedure.

The criteria adopted for the recording of the defaulted positions as "*sofferenze*" in the accounting books are those provided for by the instructions issued by the Bank of Italy (*Istruzioni di Vigilanza*):

- the serious and on-going economic and financial difficulties of the relevant debtor, entailing irreversible insolvency;
- events highlighting the serious insolvency condition of the customer (such as the protest of cheques or bills, precautionary actions by other creditors, insolvency proceedings or applications for the admission to other insolvency proceedings);
- other serious evidences of financial difficulties: application for an out-of-court settlement, loss of the guarantees on which the assessment of creditworthiness was based, winding-up of the company with no sufficient assets and no sufficient guarantees.

The power to authorise the classification of a claim as a defaulted claim is granted to:

- the "*Responsabile dell'Ufficio Contenzioso*" of C.R.Asti / "*Responsabile dell'Ufficio Legale e Contenzioso*" of Biver for exposures up to Euro 100,000.00 for each customer; and
- the General Director, without amount limits.

The defaulted positions files are managed by the Dispute Resolution Department which assesses the legal actions to be undertaken in order to recover the relevant receivables.

The Dispute Resolution Department:

- assesses the financial situation of guarantors (if any) in relation to personal guarantees *fidejussioni* granted and shareholders with unlimited liability;
- enforces the *garanzie reali*.

Judicial proceedings (*decreti ingiuntivi*, registration of judicial mortgages, etc.) are also started *vis-à-vis* personal guarantors (*fidejussori*) securing unsecured loans (*finanziamenti chirografari*) in order to recover the relevant claim.

The legal actions in order to collect the receivables are committed to external attorneys, provided that the dossiers are in any case managed by the internal managers to whom they are assigned.

The external attorneys belong to primary law firms working with C.R.Asti or Biver on the basis of strong professional relations.

Special eligible power of attorney is granted to external attorneys, save for the case they have already been granted a general power of attorney ("*procura generale alle liti*"). Fees and costs of the external attorneys are generally calculated on the basis of rates as agreed with the bank by convention.

The enforcement of the relevant obligors is carried out pursuant to the usual rules provided for by the procedural civil code:

- in relation to secured claims (*crediti assistiti da garanzia ipotecaria*) (voluntary or judicial) the foreclosure proceeding is started pursuant to the usual rules provided for by the procedural civil code: order (*precetto*), property attachment and recording (*pignoramento immobiliare e trascrizione*), sale petition, collection of the mortgage certificates, sale by auction or without auction on the basis of the judge's decisions, definition of the receivables admitted to the distribution of the proceeds and distribution of the proceeds on the basis of the plan fixed by the judge and approved by the creditors that have taken part.

The Originators may evaluate recovery through out-of-court settlements (such as the sale of the asset by private negotiations, the restructuring of the loan and/or the taking over (*accollo*) of the loan by any third parties) and settlements.

In the case of Loans where an *accollo cumulativo* occurred as a consequence of the sale of the mortgaged real estate, the order (*atto di precetto*) is notified to both the initial borrower (*accollato*) in his capacity of debtor by mean of the loan agreement, and, pursuant to the provisions of the procedural civil code, to the third purchaser of the mortgaged real estate (*accollante*), with the warning that in the case of failure to pay the amount of the purchase, the mortgaged real estate's foreclosure will take place.

In the case of failure to pay, the foreclosure will be notified to the *accollante* and the related enforcement will be carried out against him, and the proceeds will satisfy the mortgage credit of the bank.

If the bank does not recover the entire receivable, the foreclosure proceeding will be started *vis-à-vis* with the original borrower for the outstanding amount.

In case of personal guarantee relating to the receivables, if the execution on the mortgaged assets has not entailed the total recovery of the receivable, the Dispute Resolution Department levies execution on the personal guarantors for the recovery of the outstanding receivable.

In case of guarantees granted by *consorzi* or *cooperative di garanzia*, the execution will generally take place at the end of the executive acts, according to the conventions agreed with the bank.

The receivable not recovered, or the one for which it is not deemed advisable, from an economic point of view, to initiate legal action or the one which has been waived on the basis of settlements carried out with the relevant debtors, is recorded as a loss by the Dispute Resolution Department, with the prior consent of the relevant Servicer's competent bodies.

In particular:

- devaluations following transactions with the debtors are allowed by resolution of the Board of Directors or, only for C.R.Asti, of the Chief Executive Officer (*Amministratore Delegato*) (which is in charge for transactions relating to positions entailing liabilities up to Euro 1,000,000);

- in the case of transactions entailing liabilities not exceeding Euro 100,000, the power of resolution and authorisation for the devaluation of the outstanding receivable is given to the General Manager, upon the opinion of the competent departments; and

- for transactions entailing liabilities not exceeding Euro 25,000, the power of resolution is given to the "*Responsabile dell'Ufficio Contenzioso*" for C.R.Asti / "*Responsabile dell'Ufficio Legale e Contenzioso*" for Biver.

Upon discharge of a C.R.Asti's position, all the documents of the dossiers are held by C.R.Asti Dispute Resolution Department (*Ufficio Contenzioso*) during the relevant current year and they are transferred to the file room in the basement of C.R.Asti headquarters, in a private and locked room where they are kept for another year. At the end of the year, all the documents are transferred to CSAB (a company belonging to the group Cedacri in Castellazzo Bormida) where they are kept for at least 10 years.

Upon discharge of a Biver's position, all the documents of the dossiers are transferred to the file room of the Biver's Dispute Resolution Department (*Ufficio Legale e Contenzioso*) in the basement of Biver headquarters, in a private and locked room and then to CS Global (a company belonging to the group Cedacri in Castellazzo Bormida) where they are kept for at least 10 years.

THE ISSUER’S BANK ACCOUNTS

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened the following accounts with the Transaction Bank (collectively, the “**Accounts**”):

(a) a euro-denominated current account into which, *inter alia*:

(i) the Servicer of the C.R.Asti Portfolio will be required to deposit the C.R.Asti Collections pursuant to the C.R.Asti Servicing Agreement;

(ii) the Servicer of the Biver Portfolio will be required to deposit the Biver Collections pursuant to the Biver Servicing Agreement;

(the “**Collection Account**”);

(b) a euro-denominated current account into which, *inter alia*, (i) the Transaction Bank will be required to transfer two Business Days prior to each Interest Payment Date an amount equal to the aggregate of (A) the balance standing to the credit of the Collection Account as at the last day of each Collection Period and (B) the monies invested in Eligible Investments (if any) from the Collection Account during the preceding Collection Period and any Revenue Eligible Investments Amounts owned by the Issuer and deriving from such amounts; (ii) the balance standing to the credit of Cash Reserve Account; (iii) the balance standing to the credit of the Principal Accumulation Account; (iv) any Excess Set-off Amount; and (v) all payments paid or advanced to the Issuer under any of the Transaction Documents, including any indemnity payments received by the Issuer will be credited, and the credit balance of which will be used to make payments due on each Interest Payment Date to the Noteholders and the other Issuer Creditors in accordance with the applicable Priority of Payments (the “**Payments Account**”);

(c) a euro-denominated current account into which the Issuer will be required to deposit, *inter alia*, (i) on the Issue Date, €14,000,000 (equal to the Target Cash Reserve Amount as at the Issue Date), being a portion of the overall amount drawn down by the Issuer under the Subordinated Loan Agreement, and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, (A) the amount necessary to replenish it so that the Cash Reserve standing to the credit of the Cash Reserve Account equals the Target Cash Reserve Amount and (B) any Additional Cash Reserve Amount (the “**Cash Reserve Account**”);

(d) a euro-denominated current account into which the Issuer will be required to deposit (i) on the Issue Date €17,800,000 (equal to the Target Set-off Reserve Amount as at the Issue Date), being a portion of the amount drawn down by the Issuer under the Subordinated Loan Agreement and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, the amount necessary to replenish it so that the Set-off Reserve standing to the credit of the Set-off Reserve Account equals the Target Set-off Reserve Amount (the “**Set-off Reserve Account**”);

(e) an eligible investments securities account, into which, *inter alia*, all Eligible Investments from time to time made by or on behalf of the Issuer will be deposited (the “**Eligible Investments Securities Account**”);

(f) a euro-denominated current account into which on each Interest Payment Date during the Revolving Period and provided that no contrary instruction has been sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, the amounts under item *tenth* of the Pre-Enforcement Priority of Payments will be credited (the “**Principal Accumulation Account**”).

(g) a euro-denominated current account into which the Issuer will deposit €50,000 (the “**Retention Amount**”) on the Issue Date (the “**Expenses Account**”). This account will then be replenished on each Interest Payment Date up to the Retention Amount and such amount will be applied by the Issuer to pay all fees, costs, expenses and taxes required to be paid to any third party other than the

Noteholders and the Other Issuer Creditors in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation.

The Issuer has also opened with Cassa di Risparmio di Asti S.p.A. a euro-denominated account (the "**Equity Capital Account**") into which the Issuer's equity capital of €10,000 will be required to be deposited for as long as any notes (including the Notes) issued or to be issued by the Issuer are outstanding.

Pursuant to the Agency and Accounts Agreement, the Transaction Bank has agreed to provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies and securities, as applicable, from time to time standing to the credit of the Accounts, including the preparation of statements of account on each Reporting Date (the "**Statement of the Accounts**").

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes (the "**Conditions**").

The €700,000,000 Class A Asset Backed Floating Rate Notes due 2080 (the "**Class A Notes**") and the €485,339,000 Class B Asset Backed Floating Rate Notes due 2080 (the "**Junior Notes**" and, together with the Class A Notes, the "**Notes**") will be issued by Asti Group PMI S.r.l. (the "**Issuer**") on 15 March 2017 (the "**Issue Date**") in order to finance the purchase of the Claims (as defined below). The Issuer is a company incorporated with limited liability under the laws of the Republic of Italy in accordance with the Securitisation Law (as defined below), the registered office of which is at via Eleonora Duse, 53, 00197 Rome, Italy. The Issuer is registered in the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento della Banca d'Italia del 1 ottobre 2014*) under number 35330.0, and in the companies register held in Rome under number 14109461005.

The Notes are subject to and have the benefit of an agency and accounts agreement (the "**Agency and Accounts Agreement**") dated 14 March 2017 (the "**Signing Date**") between the Issuer, BNP Paribas Securities Services, Milan Branch as transaction bank, Italian paying agent, computation agent and agent bank (in such capacities, respectively, the "**Transaction Bank**", the "**Italian Paying Agent**", the "**Computation Agent**" and the "**Agent Bank**", which expressions include any successor transaction bank, Italian paying agent, computation agent and agent bank respectively appointed from time to time in respect of the Notes, C.R.Asti, Biver and BNP Paribas Securities Services, Milan Branch as representative of the holders of the Notes (in such capacity, the "**Representative of the Noteholders**", which expression includes any successor or additional representative of the Noteholders appointed from time to time). The Transaction Bank, the Italian Paying Agent, the Computation Agent and the Agent Bank are collectively referred to as the "**Agents**", and "**Agent**" indicates any one of those as the context requires.

The 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 (the "**Rules of the Organisation of Noteholders**" which constitute an integral and essential part of these Conditions). The Rules of the Organisation of Noteholders are attached hereto as a schedule. The rights and powers of the Representative of the Noteholders and the Noteholders may be exercised only in accordance with the Rules of the Organisation of Noteholders.

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency and Accounts Agreement, the Intercreditor Agreement (as defined below) and the other Transaction Documents (as defined below). Any reference in these Conditions to a particular Transaction Document is a reference to such Transaction Document as from time to time created and/or modified and/or supplemented in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so amended and/or modified and/or supplemented.

The holders of the Class A Notes (the "**Class A Noteholders**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Junior Noteholders, the "**Noteholders**", and each a "**Noteholder**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents applicable to them. Copies of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents are available for inspection during normal business hours by the Noteholders at the Specified Office (as defined below) of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent.

The Issuer has published to prospective Noteholders the *prospetto informativo* required by article 2 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"). Copies of the *prospetto informativo* will be available, upon request, to the holder of any Note during normal business hours at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent. Any references below to a "**Class**" of Notes or a "**Class**" of Noteholders will be a reference to the Class A Notes or the Junior Notes, as the case may be, or to the respective holders thereof, respectively. References to "**Noteholders**" or to the "**holders**" of Notes are to the beneficial owners of the Notes.

The principal source of funds available to the Issuer for the payment of amounts due on the Notes will be collections and recoveries made in respect of the Claims. The Claims will be segregated from all other assets of the Issuer by operation of the Securitisation Law and, pursuant to the Intercreditor Agreement, amounts deriving therefrom will be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, to pay costs, fees and expenses due to the Other Issuer Creditors under the Transaction Documents and to pay any other creditor of the Issuer in respect of costs, liabilities, fees or expenses payable to any such other creditor in relation to the securitisation of the Claims by the Issuer through the issuance of the Notes (the "**Securitisation**").

The Servicers shall ensure the proper segregation of the Issuer's accounts and property from their own activities and the Servicers, each as "*soggetto incaricato della riscossione dei crediti e dei servizi di cassa e pagamento*" pursuant to article 2, paragraph 6-*bis* of the Securitisation Law, shall be responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

Under the terms of the Mandate Agreement and the Intercreditor Agreement, the Issuer has, *inter alia*, granted a mandate to the Representative of the Noteholders, pursuant to which, *inter alia*, following service of an Issuer Acceleration Notice, the Representative of the Noteholders shall be authorised under article 1723, second paragraph, of the Italian civil code, to exercise, in the name of the Issuer but in the interest and for the benefit of the Noteholders and the Other Issuer Creditors, all the Issuer's contractual rights arising out of the Transaction Documents to which the Issuer is a party and in respect of the Claims, including the right to sell them in whole or in part, in the interest of the Noteholders and the Other Issuer Creditors.

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Transaction Documents applicable to them. In particular, each Noteholder, by reason of holding one or more Notes, (a) recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Noteholders is a party as if such Noteholder was itself a signatory thereto, and (b) acknowledges and accepts that the Arranger, the Class A Notes Subscribers and the Junior Notes Subscribers shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by any of the Noteholders as a result of the performance by BNP Paribas Securities Services, Milan Branch (or any permitted assignee or successor) of its duties as Representative of the Noteholders provided in the Transaction Documents and these Conditions.

1. Definitions

(a) In these Conditions:

"**Accounts**" means, collectively, the Cash Reserve Account, the Collection Account, the Eligible Investments Securities Account, the Expenses Account, the Payments Account, the Principal Accumulation Account and the Set-off Reserve Account and "**Account**" means any one of them;

"**Accumulation Date**" means, following the service of an Issuer Acceleration Notice, the earlier of: (i) each date on which the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments to be made in accordance with the Post-Enforcement Priority of Payments shall be equal to at least 10 per cent. of the aggregate Principal Amount Outstanding of all Classes of Notes and (ii) each day falling 10 Business Days before the day that, but for the service of an Issuer Acceleration Notice, would have been an Interest Payment Date.

"**Additional Cash Reserve Amount**" means the further amount to be credited into the Cash Reserve Account in accordance with item *eleventh* of the Pre-Enforcement Priority of Payments;

"**Additional Expenses**" means any amount due by any Borrower under the relevant Loan as (i) reimbursement of the expenses incurred by the relevant Originator in the transmission of the summary note (*documento di sintesi*) of the relevant Loan; (ii) payment of the collection fees due in connection with the Loans; (iii) payment of any cost borne in connection with the apportionment (*frazionamento*) and reduction (*restrizione*) of any Mortgage, in any case to the extent that such payments or reimbursements shall be borne by the relevant Borrower under the relevant Loan; (iv) payment of the commission on the prepayment of the relevant Loan; and (v) reimbursement of the

expenses incurred for the transmission of communications or notifications which the relevant Originator is obliged to serve in connection with the relevant Loans pursuant to law or regulations of the supervisory authority;

"**Additional Target Cash Reserve Amount**" means:

(a) on the Issue Date: zero;

(b) on each Interest Payment Date thereafter, an amount equal to 0.50 per cent. of the Principal Amount Outstanding of the Class A Notes; and

(c) on the Interest Payment Date on which the Class A Notes will be redeemed in full: zero;

"**AIFM Regulation**" means the Commission Delegated Regulation (EU) 231/2013 of 19 December 2012, supplementing Directive 2011/61/EU of the European Parliament and of the Council;

"Back-up Servicer" means UNIPOL Banca S.p.A. or any successor thereto acting as such under the Back-up Servicing Agreement;

"Back-up Servicing Agreement" means the back-up servicing agreement dated the Signing Date between the Issuer, the Servicers, the Back-up Servicer and the Representative of the Noteholders;

"Banking Act " means Italian legislative decree No. 385 of 1 September 1993, as amended and supplemented from time to time;

"**Base Rate**" means, if EONIA is greater than zero per cent, the difference between EONIA and 0.20 per cent *per annum* with a floor at zero per cent. If EONIA is lower than or equal to zero per cent, the difference between EONIA and 0.10 per cent *per annum*;

"**Basic Terms Modification**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Biver**" means Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. or any permitted successor or assignee thereof;

"**Biver Claims**" means, collectively, the Initial Biver Claims and the Subsequent Biver Claims;

"**Biver Collections**" means any monies from time to time paid, as of (but excluding) the relevant Valuation Date, in respect of the Biver Loans and the related Biver Claims;

"**Biver Defaulted Claims**" means any Biver Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

"**Biver Loans**" means, from time to time, the aggregate of the loans comprised in the Biver Portfolio, the Biver Claims of which have been transferred or, during the Revolving Period, will be transferred, to the Issuer in accordance with the Biver Transfer Agreement;

"**Biver Portfolio**" means, collectively, the Initial Biver Portfolio and the Subsequent Biver Portfolio;

"**Biver Revolving Period**" means the period from and including the Issue Date to the earlier of:

(a) the Interest Payment Date falling in October 2018 (included);

(b) the date on which an Issuer Acceleration Notice is delivered to the Issuer or, if earlier, the first Interest Payment Date (excluded) immediately following the date on which a Purchase Termination Event Notice is delivered to the Issuer pursuant to the Biver Transfer Agreement;

(c) the first Interest Payment Date (excluded) immediately following the second consecutive relevant Offer Date on which the conditions under clause 2.7(a) of the Biver Transfer Agreement have not been met with respect to the Portfolio; or

(d) the date on which a notice under Condition 7(c) (*Optional Redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) is delivered;

"**Biver Sale Agreement**" means any sale agreement to be executed during the Biver Revolving Period between Biver and the Issuer in connection with the purchase of Subsequent Biver Claims pursuant to the Biver Transfer Agreement;

"**Biver Servicing Agreement**" means the servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and the Servicer of the Biver Portfolio;

"**Biver Subordinated Loan**" means €8,822,450;

"**Biver Transfer Agreement**" means a transfer agreement dated the Initial Execution Date, as subsequently amended on the Signing Date, between the Issuer and Biver;

"**Biver Warranty and Indemnity Agreement**" means a warranty and indemnity agreement dated the Initial Execution Date between the Issuer and Biver;

"**Borrowers**" means, collectively, the borrowers under the Loans and "**Borrower**" means any one of them;

"**Business Day**" means a day on which banks are open for business in Milan, Luxembourg and London and which is a TARGET Settlement Day;

"**Calculation Date**" means the third Business Day prior to each Interest Payment Date;

"**Cancellation Date**" means the later of (i) the last Business Day in October 2082; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"**Cash Reserve**" means the monies standing to the credit of the Cash Reserve Account at any given time;

"**Cash Reserve Account**" means a euro-denominated account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Class A Notes Subscribers**" means, collectively, Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. and Cassa di Risparmio di Asti S.p.A. as initial subscribers of the Class A Notes;

"**Class A Notes Subscription Agreement**" means the subscription agreement in respect of the Class A Notes dated the Signing Date between the Originators, the Issuer, the Arranger and the Representative of the Noteholders;

"**Class A Rate of Interest**" has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*;

"**Collection Account**" means a euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Collection Date**" means the first calendar day of January, April, July and October in each year;

"**Collection Period**" means (a) prior to the service of an Issuer Acceleration Notice, each period commencing on (and including) a Collection Date and ending on (and excluding) the next succeeding Collection Date and in the case of the first Collection Period, the period commencing on the Initial Valuation Date (excluded) and ending on 30 June 2017 (included); and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date;

"**Collections**" means, collectively, the Biver Collections and the C.R.Asti Collections;

"**Compensation Threshold**" means €100,000;

"**CONSOB**" means the *Commissione Nazionale per le Società e la Borsa*;

"**Consolidated Servicer Report**" means the report prepared and submitted by no later than the fifth Business Day immediately preceding each Interest Payment Date by C.R.Asti to the Computation Agent, the Back-up Servicer, the Arranger, the Representative of the Noteholders, the Rating Agencies and the Issuer in the form set out in the C.R.Asti Servicing Agreement and containing information as to Portfolio and any Collections in respect of the preceding Collection Period with the first Servicer Report falling in July 2017;

"**Consolidated Servicer Report Delivery Failure Event**" will have occurred upon C.R.Asti's failure to deliver the Consolidated Servicer Report within the fifth Business Day prior to the relevant Interest Payment Date provided that such event will cease to be outstanding when either C.R.Asti or the Back-up Servicer delivers the Consolidated Servicer Report;

"**Corporate Servicer**" means KPMG Fides Servizi di Amministrazione S.p.A. or any successor thereto acting as such appointed from time to time in respect of the Notes and this Securitisation;

"**Corporate Services Agreement**" means the agreement dated the Signing Date between the Corporate Servicer, the Representative of the Noteholders and the Issuer;

"**CRA3**" means the Regulation of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies (as amended by Regulation (EC) No. 513/2011 and by Regulation (EU) No. 462/2013), including any implementing and/or delegated regulation, technical standards and guidance related thereto;

"**C.R.Asti**" means Cassa di Risparmio di Asti S.p.A. or any permitted successor or assignee thereof;

"**C.R.Asti Claims**" means, collectively, the Initial C.R.Asti Claims and the Subsequent C.R.Asti Claims;

"**C.R.Asti Collections**" means any monies from time to time paid, as of (but excluding) the relevant Valuation Date, in respect of the C.R.Asti Loans and the related C.R.Asti Claims;

"**C.R.Asti Defaulted Claims**" means any C.R.Asti Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations;

"**C.R.Asti Loans**" means, from time to time, the aggregate of the loans comprised in the C.R.Asti Portfolio, the C.R.Asti Claims of which have been transferred or, during the Revolving Period, will be transferred, to the Issuer in accordance with the C.R.Asti Transfer Agreement;

"**C.R.Asti Portfolio**" means, collectively, the Initial C.R.Asti Portfolio and the Subsequent C.R.Asti Portfolio;

"**C.R.Asti Revolving Period**" means the period from and including the Issue Date to the earlier of:

(a) the Interest Payment Date falling in October 2018 (included);

(b) the date on which an Issuer Acceleration Notice is delivered to the Issuer or, if earlier, the first Interest Payment Date (excluded) immediately following the date on which a Purchase Termination Event Notice is delivered to the Issuer pursuant to the C.R.Asti Transfer Agreement;

(c) the first Interest Payment Date (excluded) immediately following the second consecutive relevant Offer Date on which the conditions under clause 2.7(a) of the C.R.Asti Transfer Agreement have not been met with respect to the Portfolio; or

(d) the date on which a notice under Condition 7(c) (*Optional Redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) is delivered;

"**C.R.Asti Sale Agreement**" means any sale agreement to be executed during the C.R.Asti Revolving Period between C.R.Asti and the Issuer in connection with the purchase of Subsequent C.R.Asti Claims pursuant to the C.R.Asti Transfer Agreement;

"**C.R.Asti Servicing Agreement**" means the servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and the Servicer of the C.R.Asti Portfolio;

"**C.R.Asti Subordinated Loan**" means €23,027,550;

"**C.R.Asti Transfer Agreement**" means a transfer agreement dated the Initial Execution Date, as subsequently amended on the Signing Date, between the Issuer and C.R.Asti;

"**C.R.Asti Warranty and Indemnity Agreement**" means a warranty and indemnity agreement dated the Initial Execution Date between the Issuer and C.R.Asti;

"**CRR**" means Regulation (EU) 575/2013 of the European Parliament and of the Council of 26 June 2013, as amended and/or supplemented from time to time, together with any guidelines, technical standards or Q&A responses published in relation thereto by the European Banking Authority (or any successor or replacement agency or authority);

"**Cumulative Default Ratio**" means as at each Reporting Date, the ratio expressed as a percentage between: (a) the aggregate Outstanding Principal of the Defaulted Claims calculated on the immediately preceding Valuation Date (i) assuming for each Defaulted Claim the Outsanding Principal on the date on which the relevant Claim is classified as a Defaulted Claim and (ii) considering all the Defaulted Claims from the Initial Valuation Date to the Valuation Date immediately preceding such Reporting Date and (b) the Initial Portfolio Outstanding Amount;

"**Cumulative Default Ratio relating to the Portfolio**" means, with reference to each Interest Payment Date during the Revolving Period, the threshold set out in the table below in the column next to such Interest Payment Date:

Interest Payment Date falling in:	Thresholds
July 2017	2.0%
October 2017	3.0%
January 2018	4.0%
April 2018	5.0%
July 2018	6.0%
October 2018	7.0%

"**DBRS**" means DBRS Ratings Limited;

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	**Moody's**	**S&P**	**Fitch**
AAA	Aaa	AAA	AAA

AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC
C	C	D	D

"**DBRS Minimum Rating**" means:

(a) if a Fitch long term public rating, a Moody's long term public rating and an S&P long term public rating (each, a Public Long Term Rating) are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Public Long Term Rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Public Long Term Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Long Term Ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under (a) above, but Public Long Term Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of the lower of such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and

(c) if the DBRS Minimum Rating cannot be determined under (a) and (b) above, but Public Long Term Ratings by any one of Fitch, Moody's and S&P are available at such date, then the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

If at any time the DBRS Minimum Rating cannot be determined under subparagraphs (a) to (c) above, then a DBRS Minimum Rating of "C" shall apply at such time;

"**Debt Securities**" means:

(a) in the case the assignment of a Subsequent Portfolio comprising Subsequent Claims related to the relevant Borrower has been proposed, the sum of the nominal value (as resulting on the relevant Valuation Date of such relevant Subsequent Portfolio) of any debt securities issued by the relevant Originator and owned by such Borrower; or

(b) in any other case, the lower amount resulting from the nominal value (as resulting on each Valuation Date) of any debt securities issued by the relevant Originator and held by such Debtor;

"**Decree 239**" means Italian legislative decree No. 239 of 1 April 1996, as subsequently amended;

"**Decree 239 Withholding**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239;

"**Deferred Interest**" means in relation to the relevant C.R.Asti Loans or Biver Loans in respect of which, respectively, the relevant Borrower, has agreed with, respectively, C.R.Asti or Biver, a suspension of payment of the relevant instalments for a certain term, the aggregate amount of the interest accrued, overdue and deferred for the entire residual term of the new amortisation plan of the Loan, calculated (i) on the Initial Valuation Date (included), with respect to the Initial Claims and (ii) on the relevant subsequent Valuation Date (included), with respect to the relevant Subsequent Claims.

On the Initial Valuation Date the amount of the Deferred Interest was equal to:

(A) Euro 26,037.77 with respect to the Initial C.R.Asti Claims; and

(B) nihil with respect to the Initial Biver Claims;

"**Defaulted Claims**" means collectively the C.R.Asti Defaulted Claims and the Biver Defaulted Claims, any of them a "**Defaulted Claim**";

"**Delinquency Ratio**" means as at each Reporting Date, the ratio expressed as a percentage between: (a) the aggregate Outstanding Principal of the Claims other than Defaulted Claims having one or more instalments due and unpaid for more than 60 (sixty) days from the relevant due date (unless such non-payment is the result of the exercise of the right granted to the relevant Borrower, as the case may be, to suspend the payment of the Instalment of the relevant C.R.Asti Loan and/or Biver Loan pursuant to any law provision from time to time in force), calculated on the Valuation Date immediately preceding such Reporting Date and (b) the Outstanding Principal of the Portfolio, calculated on the same Valuation Date;

"**Delinquency Ratio relating to the Portfolio**" means 9 (nine) per cent;

"**Deposits**" means:

(a) in the case the assignment of a Subsequent Portfolio comprising Subsequent Claims related to the relevant Borrower has been proposed, the sum of the nominal value (as resulting on the relevant Valuation Date of such relevant Subsequent Portfolio) of any current accounts and deposit certificates opened with the relevant Originator by such Borrower; and

(b) in any other case, the lower amount of the balance (as resulting on each Valuation Date) of any current accounts and deposit certificates opened with the relevant Originator by such Borrower;

"**Effective Date**" means the date on which the formalities provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, the Biver Transfer Agreement have been completed;

"**Eligible Institution**" means 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 debt obligations (or whose obligations under the Transaction Documents to which it is a party are guaranteed 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 unsecured and unsubordinated debt obligations) are rated at least as follows:

(a) (i) during the Revolving Period (A) if a Long-Term Critical obligations Rating ("**COR**") is currently maintained for the institution, a rating one notch below the institution's COR of at least "BBB" by DBRS while (B) if a COR is not currently maintained for the institution, at least "BBB" in respect of the long-term debt public rating (either by way of a public rating or, in its absence, by way of a private rating supplied to the relevant entity by DBRS) or, in its absence the DBRS Minimum Rating of "BBB"; (ii) otherwise (A) if a Long-Term Critical obligations Rating ("**COR**") is currently maintained for the institution, a rating one notch below the institution's COR of at least "A" by DBRS while (B) if a COR is not currently maintained for the institution, at least "A" in respect of the long-term debt public rating (either by way of a public rating or, in its absence, by way of a private rating supplied to the relevant entity by DBRS) or, in its absence the DBRS Minimum Rating of "A"; and

(b) (i) during the Revolving Period, at least "P-3" by Moody's as a short-term rating or "Baa3" as a long term rating; (ii) otherwise at least "P-2" by Moody's as a short-term rating or "Baa1" as a long term rating;

"**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), euro-denominated commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Liquidation Date; or

(b) euro-denominated account or deposit with a maturity date falling not later than the next succeeding Liquidation 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 at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) for the Issuer or have a maturity date falling on or before the next following Liquidation Date;

    (iii) such repurchase transactions provide a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate); 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 with no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or have a maturity date falling on or before the next following Liquidation Date; (ii) such investments provide a fixed principal amount at maturity (provided that such amount could be lower than the

amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate); 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 DBRS:

(i) (a) during the Revolving Period, with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated "BBB" by DBRS in respect of long term debt or "R-2 (high)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "BBB" in respect of long term debt; (b) otherwise with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated "A" by DBRS in respect of long term debt or "R-1 (low)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of long term debt;

(ii) (a) during the Revolving Period, with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS "A" in respect of long term debt or "R-1(low)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of long term debt; (b) otherwise, with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (i) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS "AA (low)" in respect of long term debt or "R-1 (middle)" in respect of short term debt, or (ii) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "AA (low)" in respect of long term debt; or

(iii) which has such other rating being compliant with the DBRS' published criteria applicable from time to time;

(B) with respect to Moody's:

(i) (a) during the Revolving Period, to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-3" or a long term rating of at least "Baa3"; (b) otherwise, to the extent such investment has a maturity not exceeding one month, a short term rating of at least "P-2" or a long term rating of at least "Baa2"; or

(ii) (a) during the Revolving Period, to the extent such investment has a maturity exceeding one month but not exceeding three months, a long term rating of at least "Baa3" or a short term rating of at least "P-3"; (b) otherwise, 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) such other lower rating being compliant with the criteria established by Moody's from time to time.

It remains understood that in the case of paragraphs (A) and (B) above, such Euro denominated senior (unsubordinated) dematerialised debt security, bank account deposit (including for the avoidance of doubt time deposit) or other debt instrument or repurchase transactions on such debt instruments:

(x) shall be immediately repayable on demand, disposable at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or have a maturity not later than the third Business Day preceding the Interest Payment Date immediately succeeding the Collection Period in respect of which such Eligible Investments were made and have, in any case, prior to the redemption in full of the Notes, at any time a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate);

(y) shall provide a fixed principal amount at maturity (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate) or in case of repayment or disposal, the principal amount upon repayment or disposal is lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate; or

(z) in the case of bank account or deposit (including for the avoidance of doubt time deposit), such bank account or deposit are opened in the name of the Issuer and held in Italy, England or Wales with an Eligible Institution provided that in case such account is opened in England or Wales (a) a legal, valid and binding security interest substantially in the form of a deed of charge is created thereon and (b) a legal opinion is provided to the Issuer confirming the validity and the enforceability of the security created thereon,

provided that,

(I) in no case such investment shall be made, in whole or in part, actually or potentially, in (A) tranches of other asset backed securities; or (B) credit linked notes, swaps or other derivatives instruments, or synthetic securities; or (C) 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;

(II) in case of downgrade below the rating allowed with respect to DBRS or Moody's, as the case may be, the Issuer shall: (a) in case of Eligible Investments being securities or time deposits, sell the securities or terminate in advance the time deposit, if the fixed principal amount could be achieved without a loss (provided that such amount could be lower than the amount invested only in the case on which the rate of return of the relevant investment is equal or higher than the Base Rate), otherwise the relevant security or time deposit shall be allowed to mature; or (b) in case of Eligible Investments being bank deposits, transfer within 30 calendar days the deposits to another account opened in Italy, England or Wales in the name of the Issuer with an institution being and Eligible Institution, at no costs for the Issuer provided that in case such account is opened in England or Wales (a) a legal, valid and binding security interest substantially in the form of a deed of charge is created thereon and (b) a legal opinion is provided to the Issuer confirming the validity and the enforceability of the security created thereon;

(III) in any case, if such investments consist of repurchase transactions, shall have a maturity not longer than 60 days and provided that in any case the maturity of such investment shall fall not later than the third Business Day preceding the Payment Date following the date on which such investment was made and shall be made with a repo counterparty being an Eligible Institution; and

(IV) in any case, the Eligible Investments being securities shall be held directly with the Transaction Bank (excluding, for avoidance of any doubt, sub custodians) and through Euroclear or Clearstream or other clearing systems and registered in the name of the Issuer; and

further provided that, in each case such investments qualify as "*attività finanziarie*" pursuant to and for the purpose of legislative decree No. 170 of 21 May 2004, as subsequently amended and supplemented;

"**Eligible Investments Securities Account**" means the securities account opened with the Transaction Bank into which will be deposited, *inter alia*, all Eligible Investments (other than deposits and money market funds) from time to time made by or on behalf of the Issuer;

"**EONIA**" means the Euro Overnight Index Average, being computed as a monthly average of all overnight unsecured lending transactions in the interbank market, initiated within the euro area by the relevant panel banks as displayed on the relevant page of Bloomberg (or equivalent data provider), or, should such rate be unavailable, the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Transaction Bank at its request by each of the Reference Banks as the rate at which all overnight unsecured lending transactions are offered by that Reference Bank to leading banks in the Euro-zone inter-bank market at or about 11.00 a.m. (Brussels time) on that date;

"**Equity Capital Account**" means the euro-denominated current account into which the Issuer's equity capital of €10,000 will be required to be deposited for as long as any notes (including the Notes) issued or to be issued by the Issuer are outstanding;

"**EURIBOR**" means:

(i) prior to the service of an Issuer Acceleration Notice and in respect of each Interest Period, the rate offered in the euro-zone inter-bank market for three-month deposits in euro (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three- and six-month deposits in euro) which appears on the Reuters page EURIBOR01 or (A) such other page as may replace the Reuters page EURIBOR010 on that service for the purpose of displaying such information or (B) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the Noteholders) as may replace the Reuters page EURIBOR01 (the "**Screen Rate**") at or about 11.00 a.m. (Brussels time) on the Interest Determination Date falling immediately before the beginning of such Interest Period; or

(ii) following the service of an Issuer Acceleration Notice and in respect of each Interest Period, the rate offered in the euro-zone inter-bank market for deposits in euro applicable in respect of such Interest Period which appears on the Screen Rate nominated and notified by the Agent Bank for such purpose or, if necessary, the relevant linear interpolation, as determined by the Agent Bank in accordance with the Agency and Accounts Agreement at or about 11.00 a.m. (Brussels time) on the Interest Determination Date which falls immediately before the end of the relevant Interest Period; or

(iii) if the Screen Rate is unavailable at such time for deposits in euro in respect of the relevant period, then the rate for any relevant period shall be the arithmetic mean (rounded to three decimal places with the mid-point rounded upwards) of the rates notified to the Agent Bank at its request by each of the Reference Banks as the rate at which deposits in euro in respect of the relevant period in a representative amount are offered by that Reference Bank to leading banks in the euro-zone inter-bank market at or about 11.00 a.m. (Brussels time) on the relevant Interest Determination Date; or

(iv) if, at that time, the Screen Rate is unavailable and only two or three of the Reference Banks provide such offered quotations to the Agent Bank, the relevant rate shall be determined, as

aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations; or

(v) if, at that time, the Screen Rate is unavailable and only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the relevant rate shall be the rate in effect for the immediately preceding period to which one of sub‑ paragraphs (i) or (ii) above shall have applied;

"**Euro**" or "**euro**" or "**€**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended;

"**Euroclear**" means Euroclear Bank S.A./N.V. as operator of the Euroclear System;

"**euro-zone**" means the region comprising those member states of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992) and the Treaty of Amsterdam (signed on 2 October 1997);

"**Event of Default**" has the meaning given to it in Condition 10 (*Events of Default and Purchase Terminatoin Events*);

"**Excess Set-off Amount**" means, on each Calculation Date, the amount by which the Set-off Reserve exceeds the relevant Target Set-off Reserve Amount *provided that* on the Calculation Date immediately following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Calculation Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, such amount will be zero;

"**Expenses Account**" means the euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Extraordinary Resolution**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Final Redemption Date**" means the Interest Payment Date immediately following the earlier of: (i) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (ii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"***Fondiari* Mortgage Loans**" means mortgage loans which qualify as *mutui fondiari* (medium-long term loans secured by mortgages on real estates granted by a bank in accordance with the provisions of article 38 and following of the Banking Act);

"**Initial Biver Portfolio**" means the aggregate of all Initial Biver Claims;

"**Initial Biver Claims**" has the meaning ascribed to the word "***Crediti Iniziali Biver***" in the Biver Transfer Agreement and which term identifies the claims transferred by Biver to the Issuer on the Initial Execution Date pursuant to the Biver Transfer Agreement;

"**Initial C.R.Asti Claims**" has the meaning ascribed to the word "***Crediti Iniziali C.R.Asti***" in the C.R.Asti Transfer Agreement and which term identifies the claims transferred by C.R.Asti to the Issuer on the Initial Execution Date pursuant to the C.R.Asti Transfer Agreement;

"**Initial Claims**" means, collectively, the Initial Biver Claims and the Initial C.R.Asti Claims;

"**Initial C.R.Asti Portfolio**" means the aggregate of all Initial C.R.Asti Claims;

"**Initial Execution Date**" means 31 January 2017;

"**Initial Portfolio Outstanding Amount**" means the aggregate Outstanding Principal of all the Initial Claims as at the Initial Valuation Date, being equal to €1,185,339,474.26;

"**Initial Portfolio**" means the aggregate of the Initial Biver Portfolio and the Initial C.R.Asti Portfolio;

"**Initial Set-off Reserve Amount**" means Euro 17,800,000;

"**Initial Valuation Date**" means 31 December 2016;

"**Insolvent**" means, in respect of the Issuer, that:

(a) the Issuer ceases or threatens to cease to carry on its business or a substantial part of its business;

(b) the Issuer is deemed unable to pay its debts pursuant to or for the purposes of any applicable law; or

(c) the Issuer becomes unable to pay its debts as they fall due;

"**Instalment**" means the aggregate of interest and principal components of each instalment in respect of each Loan;

"**Insurance Premia**" means the insurance premia paid by each of the Originators and which are due to the relevant Originator by the Issuer in accordance with the relevant Transfer Agreement;

"**Intercreditor Agreement**" means an intercreditor agreement dated the Signing Date between, *inter alia*, the Issuer, the Noteholders (represented by the Representative of the Noteholders) and the Other Issuer Creditors;

"**Interest Amount**" has the meaning given to it in Condition 6(e) (*Calculation of Interest Amounts*);

"**Interest Amount Arrears**" means the portion of the relevant Interest Amount for the Notes of any Class, calculated pursuant to Condition 6(e) (*Calculation of Interest Amounts*), which remains unpaid on the relevant Interest Payment Date;

"**Interest Determination Date**" means:

(a) prior to the service of an Issuer Acceleration Notice, in respect of each Interest Period, the date falling two TARGET Settlement Days prior to the Interest Payment Date at the beginning of such Interest Period;

(b) following the service of an Issuer Acceleration Notice, in respect of each Interest Period, the date falling two TARGET Settlement Days prior to the Interest Payment Date at the end of such Interest Period;

"**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, the twenty-ninth calendar day of January, April, July and October in each year (or, if any such date is not a Business Day, that date will be the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day), the first of such dates being in July 2017 and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement;

"**Interest Period**" has the meaning given to it in Condition 6(a) (*Interest Payment Dates and Interest Periods*);

"**Investment Date**" means

(a) in respect of Eligible Investments purchased utilising amounts standing to the credit of the Cash Reserve Account, the Principal Accumulation Account and the Set-off Reserve Account, the Business Day immediately following each Interest Payment Date; and

(b) in respect of Eligible Investments purchased utilising amounts standing to the credit of the Collection Account, the first Business Day following the date on which the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, the last Business Day of each week;

"**Luxembourg Stock Exchange**" means Luxembourg Stock Exchange S.A.;

"**Issuer**" means Asti Group PMI S.r.l.;

"**Issuer Acceleration Notice**" has the meaning given to it in Condition 10(b) (*Service of an Issuer Acceleration Notice*);

"**Issuer Available Funds**" means:

(a) as of each Calculation Date prior to the service of an Issuer Acceleration Notice, an amount equal to the sum of:

(i) the amount standing to the credit of the Collection Account and of the Payments Account as at the end of the Collection Period immediately preceding the relevant Calculation Date consisting of, *inter alia*, (A) payment of interest and repayment of principal under the Loans, (B) any recovery in respect of Defaulted Claims including any disposal proceeds deriving from the sale of any Defaulted Claims and (C) any amount received by the Issuer under any of the Transaction Documents during the preceding Collection Period;

(ii) the Cash Reserve as at the relevant Calculation Date;

(iii) without duplication of amounts under (i) and (ii) above and (vi) and (vii) below, an amount equal to the monies invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Collection Account, the Cash Reserve Account, the Principal Accumulation Account and the Set-off Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(iv) without duplication of (iii) above, the Revenue Eligible Investments Amount realised on the preceding Liquidation Date (if any);

(v) any refund or repayment obtained by the Issuer from any tax authority in respect of the Claims, the Transaction Documents or, otherwise, the Securitisation during the immediately preceding Collection Period;

(vi) without duplication of (ii) above, on the Calculation Date immediately preceding the Interest Payment Date on which the Class A Notes will be redeemed in full, the balance standing to the credit of the Cash Reserve Account and the Set-off Reserve Account;

(vii) without duplication of (iii) and (iv) above, any amount standing to the credit of the Principal Accumulation Account as at the relevant Calculation Date;

(viii) on the Calculation Date immediately preceding the Final Redemption Date and on any Calculation Date thereafter, the amount standing to the balance of the Expenses Account;

(ix) any proceeds arising from the sale of the Portfolio during the immediately preceding Collection Period;

(x) the Set-off Reserve as at the Calculation Date immediately following the occurrence of an Insolvency Event in respect of any of the Originators;

(xi) subject to and without duplication of (x) above, the Excess Set-off Amount (if any); and

(xii) all amounts of interest accrued on the Accounts and paid during the Collection Period immediately preceding such Calculation Date; and

(b) as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims and the Issuer's Rights under the Transaction Documents.

"**Issuer Creditors**" means (i) the Noteholders (represented, as the case may be, by the Representative of the Noteholders); (ii) the Other Issuer Creditors; and (iii) any other third party creditors in respect of any taxes, costs, fees, liabilities or expenses incurred by the Issuer in relation to the Securitisation;

"**Issuer Secured Creditors**" means the Noteholders, the Representative of the Noteholders, the Computation Agent, the Servicers, the Back-up Servicer, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Subordinated Loan Providers, the Class A Notes Subscribers, the Junior Notes Subscribers, the Corporate Servicer, Biver and C.R.Asti (in respect of any monetary obligation due to it by the Issuer under the Transaction Documents to which each of Biver and C.R.Asti is a party);

"**Issuer's Rights**" means the Issuer's right, title and interest in and to the Claims, any rights that the Issuer has acquired under the Transaction Documents and any other rights that the Issuer has acquired against the Originators, any Other Issuer Creditors (including any applicable guarantors or successors thereto) or third parties for the benefit of the Noteholders in connection with the securitisation of the Claims;

"**Junior Notes Additional Remuneration**" means:

(a) on each Interest Payment Date, prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds to be applied on such Interest Payment Date minus all payments or provisions to be made under the Pre-Enforcement Priority of Payments under items (i) to (xx); or

(b) following the service of an Issuer Acceleration Notice or in the event the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*), the Issuer Available Funds minus all payments or provisions to be made under the Post-Enforcement Priority of Payments under items (i) to (xiv);

"**Junior Notes Subscription Agreement**" means the subscription agreement in respect of the Junior Notes dated the Signing Date between the Junior Notes Subscribers, the Issuer and the Representative of the Noteholders;

"**Junior Notes Subscribers**" means, collectively, Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. and Cassa di Risparmio di Asti S.p.A.;

"**Junior Rate of Interest**" has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

"**Liquidation Date**" means the date falling three Business Days before each Interest Payment Date;

"**Loans**" means, collectively, the Biver Loans and the C.R.Asti Loans, and "**Loan**" means any one of these;

"**Mandate Agreement**" means a mandate agreement dated the Signing Date between the Issuer and the Representative of the Noteholders;

"**Maturity Date**" has the meaning given to it in Condition 7(a)(*Final redemption*);

"**Maximum Balance of the Principal Accumulation Account**" means an amount equal to 10 (ten) per cent. of the Principal Amount Outstanding of the Notes on the Issue Date.

"**Maximum Set-off Risk**" means, on each Calculation Date, an amount equal to 5 (five) per cent. ;

"**Meeting**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**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 and includes depository banks appointed by Clearstream, Luxembourg and Euroclear;

"**Moody's**" means Moody's Investors Service Inc.;

"**Mortgage**" means a mortgage (*ipoteca*) created over a real estate asset as real security interest (*diritto reale di garanzia*) of a Claim;

"**Most Senior Class**" means, at any point in time:

(a) the Class A Notes; or

(b) if no Class A Notes are then outstanding, the Junior Notes;

"**Offer Date**" means, during the Revolving Period, the sixth Business Day immediately preceding each Interest Payment Date, or any other date as agreed between the Issuer and the relevant Originator, it being understood that such date cannot fall after an Interest Payment Date;

"**Organisation of Noteholders**" means the organisation of the Noteholders created by the issue and subscription of the Notes and regulated by the Rules of the Organisation of Noteholders attached hereto as the schedule;

"**Originators**" means, collectively, Biver and C.R.Asti or any permitted successor or assignee thereof;

"**Originator's Claims**" means, collectively, the monetary claims that the relevant Originator may have from time to time against the Issuer under the relevant Transfer Agreement (other than in respect of the relevant Purchase Prices, the Rateo Amounts, the Deferred Interest and the Suspended Interest), the relevant Warranty and Indemnity Agreement and any other Transaction Document, and including, without limitation, the relevant Insurance Premia and all amounts due and payable to the relevant Originator for the repayment of any loan extended to the Issuer under clause 17.4 (*Finanziamento Spese di Arbitraggio*) of the relevant Transfer Agreement and clause 6.4(b) of the relevant Warranty and Indemnity Agreement;

"**Other Issuer Creditors**" means, collectively, the Representative of the Noteholders, Biver (in any capacity), C.R.Asti (in any capacity), the Back-up Servicer, the Servicers, the Transaction Bank, the Corporate Servicer, the Computation Agent, the Italian Paying Agent, the Subordinated Loan Providers, the Class A Notes Subscribers, the Junior Notes Subscribers and the Agent Bank;

"**Outstanding Principal**" means, in respect of a Claim, the aggregate of the principal amount of the relevant Loan from time to time;

"**Payments Account**" means a euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Performing Portfolio**" means, with respect to each Interest Payment Date, the aggregate Outstanding Principal of all Claims then outstanding owned by the Issuer which are not Defaulted Claims as of the last day of the immediately preceding Collection Period.

"**Portfolio**" means, collectively, the Biver Portfolio and the C.R.Asti Portfolio;

"**Portfolio Outstanding Amount**" means, on each Interest Payment Date, the aggregate Outstanding Principal of all the Claims as at the end of the immediately preceding Collection Period;

"**Post-Enforcement Final Redemption Date**" means the earlier to occur between: (i) the date when the Notes are due for payment under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) in the event that the

Issuer opts for the early redemption of the Notes in accordance therewith, (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero, and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"**Post-Enforcement Priority of Payments**" means the provisions relating to the order of priority of payments as set out in Condition 3(e) (*Post-Enforcement Priority of Payments*);

"**Pre-Enforcement Priority of Payments**" means the provisions relating to the order of priority of payments as set out in Condition 3(d) (*Pre-Enforcement Priority of Payments*);

"**Principal Accumulation Account**" means the euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Principal Amount Outstanding**" means, on any day:

(a) in relation to each Class, the aggregate principal amount outstanding of all Notes in such Class; and

(b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all Principal Payments in respect of that Note which have become due and payable (and which have been actually paid) on or prior to that day;

"**Principal Payment**" has the meaning given in Condition 7(e) (*Mandatory redemption of the Notes*);

"**Priority of Payments**" means, as the case may be, any of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments;

"**Purchase Price** " means each Purchase Price of the Initial Portfolio or the purchase price to be paid by the Issuer for the purchase of any relevant Subsequent Portfolio pursuant to clause 5.2 of the relevant Transfer Agreement.

"**Purchase Price of the Initial Portfolio**" has the meaning given to the term "*Prezzo di Acquisto Iniziale*" in the relevant Transfer Agreement, which term identifies the purchase price:

(a) for all the Initial C.R.Asti Claims, being equal to €856,772,000.00; and

(b) for all the Initial Biver Claims, being equal to €328,567,000.00;

and "**Purchase Prices of the Initial Portfolio**" means the aggregate of the Purchase Price of the Initial Portfolio under the Transfer Agreements;

"**Purchase Price Capped Amount**" means, with respect to each Interest Payment Date, an amount equal to the difference, if positive, between (i) the Principal Amount Outstanding of the Notes on the day following the immediately preceding Interest Payment Date and (ii) the Outstanding Principal of the Performing Portfolio calculated on the last day of the immediately preceding Collection Period;

"**Purchase Termination Events**" means each of the following events to occur on the Biver Revolving Period or the C.R.Asti Revolving Period with respect to, respectively, Biver or C.R.Asti:

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

the relevant Originator defaults in the performance or observance of any of its substantial obligations under any of the Transaction Documents to which it is party and (except where, in the reasonable opinion of the Representative of the Noteholders, such default in the performance or observance is not capable of remedy) such default continues and remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the relevant Originator, confirming that such default is, in its opinion, materially prejudicial to the interests of the holders of the Class A Notes; or

(ii) *Insolvency of C.R.Asti and/or Biver*

the Bank of Italy has proposed to the Italian Financial Ministry that any of C.R.Asti or Biver shall become subject to an Insolvency Procedure (as defined in the relevant Transfer Agreement) or application has been made for the commencement of a proceeding for the declaration of insolvency of any of C.R.Asti or Biver (save that such application is manifestly groundless and it is disputed in good faith by C.R.Asti or Biver), or any of C.R.Asti or Biver becomes subject to any of the measures envisaged under the Italian provisions implementing Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions in each case if and to the extent that C.R.Asti or Biver ceases to carry out its banking business as a result of any event under such measure, or any of C.R.Asti or Biver becomes subject to any of the procedures under article 74 of the Consolidated Banking Act or any of C.R.Asti or Biver resolves to be subject to any of such proceeding, or any of C.R.Asti or Biver resolves to be subject to an Insolvency Procedure; or

(iii) *Winding-up of C.R.Asti and/or Biver*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of any of C.R.Asti and/or Biver; or

(iv) *Termination of the relevant Servicer*:

(A) with respect to the C.R.Asti Revolving Period, the Issuer has terminated the appointment of, respectively, C.R.Asti, as Servicer of the C.R.Asti Portfolio, or Biver, as Servicer of the Biver Portfolio, pursuant to the terms of, respectively, the C.R.Asti Servicing Agreement or clause 11.3(a)(i) of the Biver Servicing Agreement; or

(B) with respect to the Biver Revolving Period, the Issuer has terminated the appointment of, respectively, Biver, as Servicer of the Biver Portfolio, or C.R.Asti, as Servicer of the C.R.Asti Portfolio, pursuant to the terms of, respectively, the Biver Servicing Agreement or clause 11.3(a)(i) of the C.R.Asti Servicing Agreement; or

(v) *Misrepresentation*:

any of the representations and warranties rendered by the relevant Originator also in its capacity as a Servicer, pursuant to the relevant Servicing Agreement and/or any other Transaction Document to which the relevant Originator is a party, is proven to be substantially untrue, false, or misleading and such misrepresentation is deemed (according to the sole and final opinion of the Representative of the Noteholders) to determine a material prejudicial effect to the holders of the Class A Notes;

(vi) *Balance of the Principal Accumulation Account*:

the balance of the Principal Accumulation Account on the second consecutive Interest Payment Date immediately preceding the relevant Offer Date is higher than the Maximum Balance of the Principal Accumulation Account;

(vii) *Other conditions*:

(A) the Cumulative Default Ratio with reference to the immediately preceding Collection Period is higher than the Cumulative Default Ratio relating to the Portfolio;

(B) the Delinquency Ratio with reference to the immediately preceding Collection Period is higher than the Delinquency Ratio relating to the Portfolio;

(C) the balance of the Cash Reserve Account on the Interest Payment Date immediately following the relevant Offer Date is, also taking into account any payment to be made on such relevant Interest Payment Date, lower than the Target Cash Reserve Amount.

“**Purchase Termination Event Notice**” has the meaning ascribed to this term under Condition 10 (*Events of Default and Purchase Termination Events*) below;

“**Quotaholder’s Commitment**” means the quotaholder’s commitment in relation to the Issuer dated the Signing Date between the Issuer, the Representative of the Noteholders and Stichting Markerburg;

“**Rate of Interest**” means the Class A Rate of Interest or, as applicable, the Junior Rate of Interest;

“**Rateo Amounts**” means an amount equal to:

(i) all interest accrued but not yet due and all interest accrued, due and not paid in respect of the Initial C.R.Asti Claims and the Initial Biver Claims on the Initial Valuation Date (inclusive), being equal to:

(A) €1,681,774.67 with respect to Initial C.R.Asti Claims; and

(B) €750,672.46 with respect to Initial Biver Claims; and

(ii) all interest accrued but not yet due and all interest accrued, due and not paid in respect of the relevant Subsequent Claims on the relevant Valuation Date (inclusive);

“**Rating Agencies**” means DBRS and Moody’s;

“**Recoveries**” means any recoveries made by the relevant Servicer in respect of the relevant Defaulted Claims pursuant to the relevant Servicing Agreement;

“**Reference Banks**” means, initially, HSBC Bank plc, BNP Paribas S.A., UniCredit S.p.A. and Deutsche Bank AG, each acting through its principal London office and, if the principal London office of any such bank is unable or unwilling to continue to act as a Reference Bank, the principal London office of such other bank as the Issuer shall appoint and as may be approved in writing by the Representative of the Noteholders to act in its place;

“**Related Security**” means any Mortgage and any collateral security related thereto transferred to the Issuer pursuant to the relevant Transfer Agreement with respect to the Initial Claims and pursuant to the relevant Transfer Agreement and the relevant Sale Agreement, with respect to the Subsequent Claims;

“**Relevant Date**” means, in respect of any payment in relation to the Notes, whichever is the later of:

(a) the date on which the payment in question first becomes due; and

(b) if the full amount payable has not been received by the Italian Paying Agent or the Representative of the Noteholders on or prior to such date, the date on which, the full amount having been so received, notice to that effect has been given to the Noteholders in accordance with Condition 17 (*Notices*);

“**Reporting Date**” means the eighth Business Day before each Interest Payment Date with the first Reporting Date falling in July 2017;

“**Retention Amount**” means the amount of €50,000;

“**Revenue Eligible Investments Amount**” means, as at each Liquidation Date, any interest or other remuneration on the Eligible Investments bought by or for the account of the Issuer other than repayment of principal or repayment of the initial capital invested, as applicable, in respect of each Eligible Investment;

“**Revolving Period**” means the period from an including the Issue Date to the date on which each of the Biver Revolving Period and the C.R.Asti Revolving Period are terminated;

“**Sale Agreement**” means any sale agreement of Subsequent Claims to be entered by exchange of correspondence between the relevant Originator and the Issuer during the Revolving Period through the acceptance by the Issuer of a Sale Offer pursuant to clause 2.4 of the relevant Transfer Agreement;

"**Sale Offer**" means in respect of each relevant Subsequent Portfolio, the relevant sale offer submitted to the Issuer by, respectively, C.R.Asti under the C.R.Asti Transfer Agreement and Biver under the Biver Transfer Agreement and "**Sale Offers**" means any of them;

"**Secured Amounts**" means all the amounts due, owing or payable by the Issuer, whether present or future, actual or contingent, to the Noteholders under the Notes and the other Issuer Secured Creditors pursuant to the relevant Transaction Documents;

"**Security Interest**" means any mortgage, charge, pledge, lien, right of set-off, special privilege (*privilegio speciale*), assignment by way of security, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security;

"**Servicer of the Biver Portfolio**" means Biver as servicer of the Biver Portfolio appointed from time to time in respect of this Securitisation;

"**Servicer of the C.R.Asti Portfolio**" means C.R.Asti as servicer of the C.R.Asti Portfolio appointed from time to time in respect of this Securitisation;

"**Servicers**" means, collectively, the Servicer of the Biver Portfolio and the Servicer of the C.R.Asti Portfolio and "**Servicer**" means any one of these;

"**Servicing Agreements**" means, collectively, the Biver Servicing Agreement and C.R.Asti Servicing Agreement and "**Servicing Agreement**" means any one of these;

"**Set-off Risk**" means, in respect of each Borrower and as at the relevant Effective Date, an amount equal to the lower of:

(a) the aggregate outstanding amount of the Claims relating to such relevant Borrower; and

(b) the aggregate of (i) the difference, if positive, between the Deposits and the Compensation Threshold and (ii) the principal outstanding amount of the Debt Securities owned by such Borrower;

"**Set-off Reserve Account**" means a euro-denominated account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"**Set-off Reserve**" means the monies standing to the credit of the Set-Off Reserve Account at any given time;

"**Set off Risk Amount**" means, at any given date, the aggregate of the Set-off Risk in respect of all Borrowers of the Claims included in the Portfolio;

"**Signing Date**" means 14 March 2017;

"**Solvency II Regulation**" means the Commission Delegated Regulation (EU) 35/2015 of the European Parliament and of the Council of 10 October 2014, supplementing Directive 2009/138/EC of the European Parliament and of the Council), as amended and supplemented from time to time:

"**Specified Offices**" means the specified offices of, respectively, the Italian Paying Agent, the Computation Agent, the Transaction Bank, the Representative of the Noteholders and the Agent Bank listed in Condition 17(d) (*Initial Specified Offices*);

"**Stichting Markerburg**" means Stichting Markerburg, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Hoogoorddreef 15, 1101BA Amsterdam, The Netherlands;

"**Subordinated Loans**" means, collectively, the Biver Subordinated Loan and the C.R.Asti Subordinated Loan;

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated the Signing Date between the Subordinated Loan Providers, the Representative of the Noteholders and the Issuer;

"**Subordinated Loan Providers**" means C.R.Asti and Biverbanca, or any permitted successor or assignee thereof and "**Subordinated Loan Provider**" means any one of these;

"**Subscription Agreements**" means, collectively, the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

"**Subsequent Biver Claims**" has the meaning ascribed to the word "***Crediti Successivi Biver***" in the Biver Transfer Agreement and which term identifies the claims to be transferred by Biver to the Issuer during the Revolving Period pursuant to the Biver Transfer Agreement;

"**Subsequent Biver Portfolio**" means the aggregate of the Subsequent Biver Claims;

"**Subsequent C.R.Asti Claims**" has the meaning ascribed to the word "***Crediti Successivi C.R.Asti***" in the C.R.Asti Transfer Agreement and which term identifies the claims to be transferred by C.R.Asti to the Issuer during the Revolving Period pursuant to the C.R.Asti Transfer Agreement;

"**Subsequent Claims**" means, collectively, the Subsequent Biver Claims and the Subsequent C.R.Asti Claims;

"**Subsequent C.R.Asti Portfolio**" means the aggregate of the Subsequent C.R.Asti Claims;

"**Subsequent Portfolio**" means the aggregate of the Subsequent Biver Portfolio and the Subsequent C.R.Asti Portfolio;

"**Subsequent Portfolio Sale Conditions**" means the conditions to be verified in order for the relevant Originator to offer to the Issuer, on the relevant Offer Date during the Revolving Period, the sale of any Subsequent C.R.Asti Portfolio or Subsequent Biver Portfolio pursuant to, respectively clause 2.7(a) of the C.R.Asti Transfer Agreement and clause 2.7(a) of the Biver Transfer Agreement;

"**Subsequent Transfer Date**" means, with respect to the Subsequent Claims, each relevant Interest Payment Date or, if subsequent, the date on which the formalities provided for under article 2.8 of the C.R.Asti Transfer Agreement or, as applicable, the Biver Transfer Agreement have been completed.

"**Suspended Interest**" means, with respect to the C.R.Asti Loans and the Biver Loans, in relation to which, respectively, C.R.Asti, Biver and the relevant Borrower have agreed to suspend the payment of the instalments of the relevant Loan for a certain term, an amount corresponding to the aggregate amount of the interest accrued, but not yet due during the suspension period, calculated (i) on the Initial Valuation Date (included), with respect to the Initial Claims and (ii) on each relevant subsequent Valuation Date (included) with respect to the relevant Subsequent Claims;

On the Initial Valuation Date the amount of the Suspended Interest was equal to:

(A) Euro 92,602.56 with respect to the Initial C.R.Asti Claims; and

(B) Euro 487,935.25 with respect to the Initial Biver Claims.

"**Target Cash Reserve Amount**" means €14,000,000, save that:

(a) on each Interest Payment Date the Target Cash Reserve Amount will be reduced to the higher of (i) 2.00 per cent. of the Principal Amount Outstanding of the Class A Notes and (ii) €7,000,000; and

(b) on the Interest Payment Date on which the Class A Notes will be redeemed in full the Target Cash Reserve Amount will be reduced to zero;

"**TARGET Settlement Day**" means any day on which the TARGET System is open;

"**Target Set-off Reserve Amount**" means:

(i) without prejudice to item (iii) below, during the Revolving Period, the Initial Set-off Reserve Amount;

(ii) starting from the Calculation Date immediately following the end of the Revolving Period and on any Calculation Date thereafter, the product of 1.50 per cent. and the Oustanding Principal of the Portfolio as at the last day of the immediately preceding Collection Period;

(iii) on any Interest Payment Date following the occurrence of an Insolvency Event in respect of each of the Originators, zero; and

(iv) on the Interest Payment Date on which the Class A Notes will be redeemed in full, zero;

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto;

"**Transaction Documents**" means the Transfer Agreements, the Servicing Agreements, the Biver Sale Agreements, the C.R.Asti Sale Agreements, the Back-up Servicing Agreement, the Warranty and Indemnities Agreements, the Corporate Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Mandate Agreement, the Quotaholder's Commitment, the Subordinated Loan Agreement, the Class A Notes Subscription Agreement, the Junior Notes Subscription Agreement, these Conditions and the Rules of the Organisation of Noteholders;

"**Transfer Agreements**" means, collectively, the Biver Transfer Agreement and the C.R.Asti Transfer Agreement;

"**Transfer Date**" means, the Initial Execution Date and any Subsequent Transfer Date;

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 20 (twenty) days, following the date on which it should have been paid under the terms of the relevant Loan, unless any such non-payment results from the relevant Borrower's exercise of any right given to it by any applicable law to suspend payments of any Instalment due under the relevant Loan;

"**Valuation Date**" means (i) with respect to the Initial Portfolio, the Initial Valuation Date, and (ii) in respect of a Subsequent Portfolio, the last day of the Collection Period immediately preceding the relevant Offer Date, which will be indicated as valuation date ("*data di valutazione*") in the relevant Sale Offer;

"**Volcker Rule**" means the restriction under the Dodd-Frank Act which restricts the ability of banking entities to sponsor or invest in private equity or hedge funds or to engage in certain proprietary trading activities involving securities, derivatives, commodity futures, and options on those instruments for their own account; and

"**Warranty and Indemnity Agreements**" means, collectively, the Biver Warranty and Indemnity Agreement and the C.R.Asti Warranty and Indemnity Agreement.

(b) In these Conditions, the following events are deemed to have occurred as set out below:

an "**Insolvency Event**" will have occurred in respect of the Issuer if:

(a) the Issuer becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning given to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of the jurisdiction in which the Issuer is deemed to carry on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, receivership, arrangement, adjustment, protection or relief of debtors) or similar proceedings or the whole or any substantial part of the undertaking or assets of the Issuer are subject to a *pignoramento* or similar procedure having a similar effect (other than 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 being disputed by the Issuer in good faith with a reasonable prospect of success;

(b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by the Issuer or the same proceedings are otherwise initiated against the Issuer or notice is given of intention to appoint an administrator in relation to the Issuer 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;

(c) the Issuer takes any action for a re-adjustment 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 the Issuer Secured Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or

(d) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of the Issuer (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 any of the events under article 2484 of the Italian civil code occurs with respect to the Issuer.

2. Form, denomination and title

(a) *Form*

The Notes are issued in bearer form and will be held in dematerialised form and will be wholly and exclusively deposited with Monte Titoli in accordance with article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, through the authorised institutions listed in article 83-*quater* of such legislative decree.

(b) *Denomination*

The Notes are issued in the denomination of €100,000 and integral multiples of €1,000 in excess thereof.

(c) *Title*

The Notes will be held by Monte Titoli on behalf of the Noteholders until redemption and cancellation for the account of each relevant Monte Titoli Account Holder. Monte Titoli shall act as depository for Clearstream, Luxembourg and Euroclear. The Notes will at all times be in book entry form and title to the Notes will be evidenced by, and title thereto will be transferred by means of, book entries in accordance with: (i) the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998; and (ii) the regulation issued by the Bank of Italy and the CONSOB on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Notes.

(d) *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 Italian 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 Note, as the absolute owner of such Note for the purposes of payments to be made to the holder of such Note (whether or not the Note is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

3. **Status, ranking and priority**

(a) *Status*

The Notes constitute direct and unconditional obligations of the Issuer and, accordingly, the extent of the obligation of the Issuer to make payments under the Notes is limited to the share of the Issuer Available Funds available for such purpose in accordance with the applicable Priority of Payments. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and they accept the consequences thereof, including, but not limited to, the provisions of article 1469 of the Italian civil code.

(b) *Ranking*

(i) In respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the Junior Notes; and

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the Class A Notes.

(ii) In respect of the obligations of the Issuer to repay principal on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest in respect of the Class A Notes and in priority to repayment of principal on the Junior Notes; and

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal on the Class A Notes and no amount of principal in respect of the Junior Notes shall become due and payable or be repaid until redemption in full of the Class A Notes.

(iii) In respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*):

(A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to payment of interest and repayment of principal on the Junior Notes; and

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment in full of all amounts due under the Class A Notes.

(c) *Intercreditor Agreement*

The Intercreditor Agreement and the Rules of the Organisation of Noteholders provide that the Representative of the Noteholders shall have regard to the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders and the interests of the Junior Noteholders, the Representative of the Noteholders is required under the Intercreditor Agreement and the Rules of the Organisation of Noteholders to have regard only to the interests of the Class A Noteholders until the Class A Notes have been entirely redeemed.

(d) *Pre-Enforcement Priority of Payments*

Prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds, as calculated on each Calculation Date, will be applied by the Issuer on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

(i) *first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, of any outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (not being Other Issuer Creditors) incurred in the course of the Issuer's business in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(C) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders, or any appointee thereof; and

(D) the amount necessary to replenish the Expenses Account up to the Retention Amount;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, the Back-up Servicer, the Corporate Servicer and the Transaction Bank, each, under the Transaction Document(s) to which it is a party;

(iv) *fourth*, in or towards satisfaction, *pro rata* and *pari passu* of all amounts due and payable to each of the Originators under the terms of the relevant Transfer Agreement in respect of the relevant Rateo Amounts, the relevant Suspended Interest and the relevant Deferred Interest;

(v) *fifth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class A Notes on such Interest Payment Date;

(vi) *sixth*, following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Interest Payment Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, to credit the remainder to the Collection Account;

(vii) *seventh*, for so long as there are Class A Notes outstanding, to credit the Cash Reserve Account with the amount required, if any, such that the Cash Reserve equals the Target Cash Reserve Amount;

(viii) *eighth*, for so long as there are Class A Notes outstanding, to credit the Set-off Reserve Account with the amount required, if any, such that the Set-off Reserve equals the Target Set-off Reserve Amount;

(ix) *ninth*, during the Revolving Period, to pay, *pari passu* and *pro rata*, in an amount not higher than the Purchase Price Capped Amount calculated in respect of such Interest Payment Date:

(a) the Purchase Price to be paid to the relevant Originator in relation to the Subsequent Claims offered for sale to the Issuer on the immediately preceding Offer Date, *provided that* no Purchase Termination Event having occurred prior to such Interest Payment Date and further *provided that*, in the event the formalities provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, under clause 2.8(b) of the Biver Transfer Agreement have not been complied with on such Interest Payment Date, such amount will be credited to the Payments Account and paid to the Originators on the same Business Day on which such formalities have been complied with; and (b) the Purchase Price to be paid to the Originators in relation to the Subsequent Claims purchased by the Issuer which have remained unpaid on any previous Interest Payment Dates, *provided that* the formalities related to such Subsequent Claims provided for under clause 2.8(b) of the C.R.Asti Transfer Agreement or, as applicable, under clause 2.8(b) of the Biver Transfer Agreement have been complied with;

(x) *tenth*, on each Interest Payment Date during the Revolving Period except for the Interest Payment Date falling in October 2018, if no contrary instruction was sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, to credit into the Principal Accumulation Account an amount equal to the difference, if positive, between the Purchase Price Capped Amount calculated in respect of such Interest Payment Date and the amount paid under item *ninth* above;

(xi) *eleventh*, on each Interest Payment Date during the Revolving Period except for the Interest Payment Date falling in October 2018, if no contrary instruction was sent by the relevant Originator pursuant to clause 17.2 of the Agency and Accounts Agreement, to credit the Cash Reserve Account with an amount up to the Additional Target Cash Reserve Amount;

(xii) *twelfth*, on the earlier of the Interest Payment Date following the expiry of the Revolving Period and the Interest Payment Date falling in October 2018 and on any subsequent Interest Payment Date, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;

(xiii) *thirteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Pre-Enforcement Priority of Payments);

(xiv) *fourteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators, in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement;

(xv) *fifteenth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

(xvi) *sixteenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xvii) *seventeenth*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Junior Notes (other than the Junior Notes Additional Remuneration);

(xix) *nineteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;

(xx) *twentieth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes have been repaid in full; and

(xxi) *twenty-first*, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes.

(e) *Post-Enforcement Priority of Payments*

Following the service of an Issuer Acceleration Notice, or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*), the Issuer Available Funds as calculated on each Calculation Date will be applied by or on behalf of the Representative of the Noteholders on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order (the "**Post-Enforcement Priority of Payments**") but in each case, only if and to the extent that payments of a higher priority have been made in full:

(i) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation, incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations of the Issuer to third parties (not being Other Issuer Creditors) incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding); and

(C) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders or any appointee thereof;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, the Back-up Servicer, the Corporate Servicer and the Transaction Bank, each, under the Transaction Document(s) to which it is a party;

(iv) *fourth*, in or towards satisfaction of all amounts due and payable to each of the Originators in respect of the relevant Rateo Amounts, the relevant Suspended Interest and the relevant Deferred Interest, under the terms of the relevant Transfer Agreement;

(v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;

(vi) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes;

(vii) *seventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Post-Enforcement Priority of Payments);

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement;

(ix) *ninth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

(x) *tenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers (including any interest accrued but unpaid) under the terms of the Subordinated Loan Agreement;

(xi) *eleventh*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;

(xii) *twelfth*, in or towards repayment, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Junior Notes at such date;

(xiii) *thirteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;

(xiv) *fourteenth*, on the Post-Enforcement Final Redemption Date and on any date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

(xv) *fifteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of the Junior Notes Additional Remuneration at such date,

provided, however, that if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10 per cent. of the Principal Amount Outstanding of all Classes of Notes, the Representative of the Noteholders may at its discretion invest such monies in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments and may accumulate such investments and the resulting income until the immediately following Accumulation Date.

(f) *Expenses*

From time to time, during an Interest Period, the Issuer shall, in accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

4. **Segregation by law and security**

By virtue of the Securitisation Law, the Issuer's right, title and interest in and to (i) the Portfolio, (ii) the Collections (to the extent that they are clearly identifiable as the Issuer's collections under the Claims) (iii) any monetary claims accrued by the Issuer in the context of the Securitisation, as well as (iv) any financial asset from time to time owned by the Issuer in the context of the Securitisation are segregated from all other assets of the Issuer. Any amount deriving from the Portfolio 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.

5. **Covenants**

(a) *Covenants*

For so long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in or envisaged by these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law), quotaholders' meetings to be convened in order to:

(i) *Negative pledge*

create or permit to subsist any Security Interest whatsoever upon, or with respect to the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation or undertakings;

(ii) *Restrictions on activities*

(A) without prejudice to Condition 5(b) (*Further securitisations and corporate existence*), engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage in; and

(B) have any subsidiary (*società controllata*) or affiliate company (*società collegata*) (as defined in article 2359 of the Italian civil code) or any employees or premises;

(iii) *Disposal of assets*

transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant, any option over or any present or future right to acquire all or any part of the Claims, or any part thereof, or any of its present or future business, undertaking, assets or revenues relating to this Securitisation, whether in one transaction or in a series of transactions;

(iv) *Dividends or distributions*

pay any dividend or make any other distribution or return or repay any equity capital to its quotaholder or increase its equity capital;

(v) *Borrowings*

without prejudice to Condition 5(b) (*Further Securitisations and corporate existence*), incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of any indebtedness or of any obligation of any person;

(vi) *Merger*

consolidate or merge with any other person or convey or transfer any of its properties or assets substantially as an entirety to any other person;

(vii) *Waiver or consent*

(A) permit any of the Transaction Documents to which it is a party to become invalid or ineffective;

(B) consent to any variation or novation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Transaction Documents to which it is a party; or

(C) permit any party to any of the Transaction Documents to which it is a party to be released from its respective obligations, save as envisaged by the Transaction Documents to which it is a party;

(viii) *Loans*

agree to any request by any of the Servicers to change the rate of interest on any Loan or to waive any of its rights under any Loan;

(ix) *Bank accounts*

with the exception of the Equity Capital Account and such other accounts that the Issuer may open in the future in the context of securitisation transactions other than this Securitisation and without prejudice to Condition 5(b) (*Further Securitisations and corporate existence*), have an interest in any bank account other than the Accounts;

(x) *Statutory documents*

amend, supplement or otherwise modify its by-laws (*statuto*), except where such amendment, supplement or modification is required by any compulsory provision of Italian law or by the competent regulatory authorities;

(xi) *Corporate records, financial statements and books of account*

permit or consent to any of the following occurring:

(i) its books and records being maintained with or commingled with those of any other person or entity;

(ii) its books and records (if any) relating to the Securitisation being maintained with or commingled with those relating to any other securitisation transaction perfected by the Issuer;

(iii) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity; or

(iv) its assets or revenues being commingled with those of any other person or entity;

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(A) separate financial statements in relation to its financial affairs are maintained;

(B) all corporate formalities with respect to its affairs are observed;

(C) separate stationery, invoices and cheques are used;

(D) it always holds itself out as a separate entity; and

(E) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(xii) *Residency and centre of main interest*

do any act or thing, the effect of which would be to make the Issuer resident for tax purposes in any jurisdiction other than the Republic of Italy or cease to be managed and administered in the Republic of Italy or cease to have its centre of main interests in the Republic of Italy; and

(xiii) *Compliance with corporate formalities*

cease to comply with all necessary corporate formalities.

None of the covenants in Condition 5(a) (*Covenants*) shall prohibit the Issuer from carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

(b) *Further Securitisations and corporate existence*

None of the covenants in Condition 5(a) (*Covenants*) above shall prohibit the Issuer from:

(i) acquiring, or financing pursuant to article 7 of the Securitisation Law, by way of separate transactions unrelated to this Securitisation, further portfolios of monetary claims in addition to the Claims either from the Originators or from any other entity (the "**Further Portfolios**") or entering into one or more bridge loans for the purposes of purchasing Further Portfolios provided that such bridge loans are repaid through the proceeds arising from the Further Notes (as defined below);

(ii) securitising such Further Portfolios (each, a "**Further Securitisation**") through the issue of further debt securities additional to the Notes (the "**Further Notes**");

(iii) entering into agreements and transactions, with the Originators or any other entity, that are incidental to or necessary in connection with such Further Securitisation including, *inter alia*, the ring-fencing or the granting of security over such Further Portfolios and any right, benefit, agreement, instrument, document or other asset of the Issuer relating thereto to secure such Further Notes (the "**Further Security**"), provided that:

(A) the Issuer confirms in writing to the Representative of the Noteholders that such Further Security does not comprise or extend over any of the Claims or any of the other Issuer's Rights;

(B) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of the Further Notes contain provisions to the effect that the obligations of the Issuer whether in respect of interest, principal, premium or other amounts in respect of such Further Notes, are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security;

(C) the Issuer confirms in writing to the Representative of the Noteholders that each party to such Further Securitisation agrees and acknowledges that the obligations of the Issuer to such party in connection with such Further Securitisation are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security and that each creditor in respect of such Further Securitisation or the representative of the holders of such Further Notes has agreed to limitations on its ability to take action against the Issuer, including in respect of insolvency proceedings relating to the Issuer, on terms in all significant respects equivalent to those contained in the Intercreditor Agreement;

(D) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of such Further Notes will include:

(I) covenants by the Issuer in all significant respects equivalent to those covenants provided in paragraphs (A) to (C) above; and

(II) provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this proviso; and

(E) the Representative of the Noteholders is satisfied that conditions (A) to (D) of this proviso have been satisfied.

In giving any consent to the foregoing, the Representative of the Noteholders may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents (as it may itself consent thereto on behalf of the Noteholders) or may impose such other conditions or requirements as the Representative of the Noteholders may deem expedient (in its absolute discretion) in the interests of the Noteholders and may rely on any written confirmation from the Issuer as to the matters contained therein.

The Issuer will give written notice to the Rating Agencies of the acquisition of any Further Portfolios and of any issuance of any Further Notes.

None of the covenants in Condition 5(a) (*Covenants*) above shall prohibit the Issuer from carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

6. Interest

(a) *Interest Payment Dates and Interest Periods*

Each Note bears interest on its Principal Amount Outstanding from (and including) the Issue Date at the applicable rate determined in accordance with this Condition 6, payable in euro in arrears on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). Each period beginning on (and including) an Interest Payment Date (or, in the case of the first Interest Period, the Issue Date) and ending on (but excluding) the next (or, in the case of the first Interest Period, the first) Interest Payment Date is herein called an "**Interest Period**".

(b) *Termination of interest*

Each Note shall cease to bear interest from and including its due date for final redemption, unless payment of principal due is improperly withheld or refused or default is otherwise made in respect of payment thereof, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of:

(i) the date on which all amounts due in respect of such Note up to that date are received by or on behalf of the relevant Noteholder; and

(ii) the Cancellation Date.

(c) *Rate of interest on the Notes*

The rate of interest payable from time to time in respect of the Class A Notes (the "**Class A Rate of Interest**") and the Junior Notes (the "**Junior Rate of Interest**") for each Interest Period shall be determined by the Agent Bank on the day that is two Target Settlement Days preceding such Interest Period (each, an "**Interest Determination Date**") on the basis of the following provisions:

(i) the Class A Rate of Interest for such Interest Period shall be the sum of:

(A) 0.75 per cent. per annum; and

(B) the EURIBOR,

provided that the Class A Rate of Interest shall be capped to, and shall not in any event be, higher than 3.50 per cent. and lower than zero; and

(ii) the Junior Rate of Interest for such Interest Period shall be the sum of:

(A) 1.50 per cent. per annum; and

(B) the EURIBOR,

provided that the Junior Rate of Interest shall not in any event be lower than zero.

(d) *Interest on the Junior Notes*

In addition to the Junior Rate of Interest, the Junior Noteholders shall be entitled, for each Interest Period, to the payment of an amount equal to the Junior Notes Additional Remuneration calculated on each Calculation Date and which will be payable on the next Interest Payment Date.

(e) *Calculation of Interest Amounts*

The Agent Bank will, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date in relation to each Interest Period, but in no event later than the third Business Day thereafter, determine the amount of interest payable in respect of each Class of Notes for the relevant Interest Period (each such amount, the "**Interest Amount**"). The Interest Amount shall be determined by:

(i) in the case of the Class A Notes, applying the Class A Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class A Notes during such Interest Period, multiplying the product of such calculation by the actual number of days in the Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards); and

(ii) in the case of the Junior Notes, applying the Junior Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Junior Notes during such Interest Period, multiplying the product of such calculation by the actual number of days in the Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(f) *Calculation of Junior Notes Additional Remuneration*

The Computation Agent will, on the Calculation Date immediately preceding the Interest Payment Date, in relation to each Interest Period, calculate and communicate to the Italian Paying Agent and the Junior Noteholders any Junior Notes Additional Remuneration that may be payable in respect of the Junior Notes on such Interest Payment Date.

(g) *Publication of Rate of Interest and Interest Amount*

The Agent Bank will cause each Rate of Interest and each Interest Amount for each Interest Period and the relative Interest Payment Date, to be notified to the Issuer, the Italian Paying Agent, the Computation Agent, the Representative of the Noteholders, Monte Titoli and any stock exchange or other relevant authority on which any Class of Notes is at the relevant time listed and (if so required by the rules of the relevant stock exchange) to be published in accordance with Condition 17 (*Notices*) as soon as practicable after their determination, but in any event not later than the second Business Day thereafter.

(h) *Amendments to publications*

The Agent Bank will be entitled to recalculate any Rate of Interest or Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(i) *Determination or calculation by the Representative of the Noteholders*

If the Agent Bank does not at any time for any reason determine the Rate of Interest or the Interest Amount for any Class of Notes in accordance with this Condition 6, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result):

(i) determine the Rate of Interest for each Class of Notes at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedures described in this Condition 6), it shall deem fair and reasonable in all the circumstances; and/or (as the case may be);

(ii) calculate the relevant Interest Amount in the manner specified in this Condition 6, and any determination and/or calculation shall be deemed to have been made by the Agent Bank.

(j) *Interest Amount Arrears*

In the event that on any Interest Payment Date there are any Interest Amount Arrears, such Interest Amount Arrears shall be deferred on the following Interest Payment Date or on the day an Issuer Acceleration Notice is served to the Issuer, whichever comes first. Any such Interest Amount Arrears shall not accrue additional interest. A *pro rata* share of such Interest Amount Arrears shall be aggregated with the amount of, and treated for the purpose of this Condition as if it were, interest due, subject to this Condition 6(j), on each Class A Note or Junior Note, as the case may be, on the next succeeding Interest Payment Date.

(k) *Notification of Interest Amount Arrears*

If, on any Calculation Date, the Computation Agent determines that any Interest Amount Arrears in respect of one or more Classes of Notes will arise on the immediately succeeding Interest Payment Date, notice to this effect shall be given or procured to be given by the Issuer to the Representative of the Noteholders, the Italian Paying Agent, Monte Titoli, each stock exchange on which the relevant Class of Notes is then listed, for so long as such Notes are listed on the relevant stock exchange, and (if so required by the rules of the relevant stock exchange) to the Noteholders in accordance with Condition 17 (*Notices*), specifying the amount of the Interest Amount Arrears to be deferred on such following Interest Payment Date in respect of each Class of Notes.

7. Redemption, purchase and cancellation

(a) *Final redemption*

Unless previously redeemed in full and cancelled as provided in this Condition 7, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in October 2080 (the "**Maturity Date**"), subject as provided in Condition 8 (*Payments*).

(b) *Cancellation Date*

If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds for application in or towards such redemption, any amount unpaid shall remain outstanding and these Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled.

(c) *Optional redemption of the Notes*

Prior to the service of an Issuer Acceleration Notice, on any Interest Payment Date the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes only, if all

the Junior Noteholders consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date, subject to the Issuer:

(i) giving not more than 60 days' nor 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 Classes of Notes (in whole but not in part); and

(ii) having provided, prior to giving any such notice, to the Representative of the Noteholders a certificate signed by the chairman of the board or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under the Class A Notes (if and to the extent that the Junior Noteholders have waived their rights to receive any payments due under the Junior Notes) and any obligations ranking in priority, or *pari passu*, thereto,

provided, however, that pursuant to the relevant Transfer Agreement, the consideration for the purchase of the Claims which are classified as Defaulted Claims (if any) to be paid by the relevant Originator (should the relevant Originator purchase the Claims from the Issuer) may not exceed the market value of the Claims which are classified as Defaulted Claims (if any), as determined by one or more third-party experts independent from the relevant Originator and its banking group in accordance with the relevant Transfer Agreement.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

For so long as any of the Class A Notes are listed on the Official List of the Luxembourg Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(c) (*Optional Redemption of the Notes*) to the Luxembourg Stock Exchange.

(d) *Optional redemption for taxation, legal or regulatory reasons*

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes only, if all the holders of the Junior Notes consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date if, by reason of a change in law or the interpretation or administration thereof since the Issue Date:

(i) the assets of the Issuer in respect of this Securitisation (including the Claims, the Collections and the other Issuer's Rights) become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(ii) either the Issuer or any paying agent appointed in respect of the Notes or any custodian of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Interest Payment Date for or on account of 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 by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(iii) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of 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 by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

(iv) it is or will become unlawful for the Issuer 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;

subject to the Issuer:

(v) giving not more than 60 days' nor less than 30 days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all (but not some only) of the Notes; and

(vi) providing to the Representative of the Noteholders:

(A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international repute (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or interpretation or administration thereof;

(B) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that the obligation to make such deduction or withholding or the suffering by the Issuer of such deduction or withholding cannot be avoided or, as the case may be, the events under paragraph (iv) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer making reasonable endeavours; and

(C) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under the Notes (or the Class A Notes only, if all the holders of the Junior Notes consent) and any obligations ranking in priority, or *pari passu*, thereto.

The Issuer is entitled, subject to the provisions of the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

For so long as any of the Class A Notes are listed on the Official List of the Luxembourg Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) to the Luxembourg Stock Exchange.

(e) *Mandatory redemption of the Notes*

(i) Prior to the service of an Issuer Acceleration Notice, if on each Calculation Date and after the termination of the Revolving Period there are Issuer Available Funds, the Issuer will apply such Issuer Available Funds on the immediately following Interest Payment Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part) in accordance with the Pre-Enforcement Priority of Payments.

(ii) The principal amount redeemable in respect of each Note on any Interest Payment Date (each, a "**Principal Payment**") shall be a *pro rata* share of the Issuer Available Funds determined in accordance with the provisions of this Condition 7 and the Pre-Enforcement Priority of Payments to be available to redeem Notes of the relevant Class on such date, calculated by reference to the ratio borne by the then Principal Amount Outstanding of such Note to the then Principal Amount Outstanding of the Notes of such Class (rounded down to the nearest cent), provided always that no such Principal Payment may exceed the Principal Amount Outstanding of the relevant Note.

(f) *Calculation of Issuer Available Funds, Principal Payments, Interest Amounts and Principal Amount Outstanding*

On each Calculation Date, the Issuer will procure that the Computation Agent determines, in accordance (where applicable) with Condition 3 (*Status, ranking and priority*), *inter alia*:

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iii) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iv) the Principal Amount Outstanding of the Notes of all Classes on the next following Interest Payment Date (after deducting any Principal Payments to be made on that Interest Payment Date);

(v) the Cash Reserve after draw down and replenishment on the immediately following Interest Payment Date;

(vi) the Interest Amount Arrears (if any) that will arise in respect of one or more Classes of Notes on the immediately following Interest Payment Date;

(vii) the amounts payable to each of the Subordinated Loan Providers under the Subordinated Loan Agreement;

(viii) the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date;

(ix) the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date;

(x) the amount invested in Eligible Investments out of the Cash Reserve Account on the immediately preceding Investment Date;

(xi) the amount invested in Eligible Investments out of the Set-off Reserve Account on the immediately preceding Investment Date;

(xii) the amount invested in Eligible Investments out of the Principal Accumulation Account on the immediately preceding Investment Date;

(xiii) the amount to be credited to the Cash Reserve Account in accordance with the Pre Enforcement Priority of Payments;

(xiv) the amount to be credited to the Set-off Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(xv) the amount to be credited to the Principal Accumulation Account in accordance with the Pre-Enforcement Priority of Payments;

(xvi) the Target Cash Reserve Amount;

(xvii) the Target Set-off Reserve Amount;

(xviii) the Additional Target Cash Reserve Amount;

(xix) the Excess Set-off Amount (if any);

(xx) the Purchase Price Capped Amount;

(xxi) the Junior Notes Additional Remuneration;

(xxii) the amount to be paid to the relevant Originator as Purchase Price of any Subsequent Portfolio, based on the notice delivered by the relevant Originator pursuant to clause 17.3 of the Agency and Accounts Agreement; and

(xxiii) the payments to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Documents (subject to receipt of all relevant information from the relevant parties),

and will determine how the Issuer's funds available for distribution pursuant to these Conditions shall be applied, on the immediately following Interest Payment Date, pursuant to the Pre-Enforcement Priority of Payments, and will deliver to the Italian Paying Agent and the Transaction Bank a report setting forth such determinations and amounts.

(g) *Calculations final and binding*

Each determination by or on behalf of the Issuer under Condition 7(f) (*Calculation of Issuer Available Funds, Principal Payments, Interest Amounts and Principal Amount Outstanding*) will in each case (in the absence of wilful misconduct, bad faith or manifest error) be final and binding on all persons.

(h) *Notice of determination and redemption*

The Issuer will cause each determination of any Interest Amounts, Principal Payments (if any) and Principal Amount Outstanding to each Class of Notes to be notified immediately after the calculation to the Representative of the Noteholders, the Agents, Monte Titoli and (for so long as any Class A Notes are listed on any stock exchange) each stock exchange on which any Class of Notes is then listed and will immediately cause details of each determination of any Interest Amounts, Principal Payments (if any) and Principal Amount Outstanding to each Class of Notes to be published in accordance with Condition 17 (*Notices*) by no later than one Business Day prior to such Interest Payment Date if required by the rules of the Luxembourg Stock Exchange.

(i) *Notice irrevocable*

Any such notice as is referred to in Condition 7(h) (*Notice of determination and redemption*) shall be irrevocable and the Issuer shall, in the case of a notice under Condition 7(h) (*Notice of determination and redemption*), be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition 7.

(j) *Determinations by the Representative of the Noteholders*

If the Issuer does not at any time for any reason determine or cause to be determined a Principal Payment or the Principal Amount Outstanding in accordance with the preceding provisions of this Condition 7, such Principal Payment and/or, as applicable, Principal Amount Outstanding shall be determined by the Representative of the Noteholders in accordance with this Condition (but without the Representative of the Noteholders incurring any liability to any person as a result) and each such determination shall be deemed to have been made by the Issuer.

(k) *No purchase by the Issuer*

The Issuer will not purchase any of the Notes.

(l) *Cancellation*

All Notes redeemed in full will forthwith be cancelled upon redemption and accordingly may not be reissued or resold.

8. **Payments**

(a) *Payments through Monte Titoli, Euroclear and Clearstream, Luxembourg*

Payments of principal and interest in respect of the Notes deposited with Monte Titoli will be credited, according to the instructions of Monte Titoli, by or on behalf of the Issuer to the accounts

with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Notes. Payments made by or on behalf of the Issuer according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

Alternatively, the Italian Paying Agent may arrange for payments of principal and interest in respect of the Notes to be made to the Noteholders through Euroclear and Clearstream, Luxembourg to be credited to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg. Payments made by or on behalf of the Issuer to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg, will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

(b) *Payments subject to tax laws*

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other applicable laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation in the Republic of Italy*).

(c) *Payments on Business Days*

If the due date for any payment of principal and/or interest in respect of any Note is not a day on which banks are open for general business (including dealings in foreign currencies) in the place in which the relevant Monte Titoli Account Holder is located (in each case, the "**Local Business Day**"), the holder of the relevant Note will not be entitled to payment of the relevant amount until the immediately succeeding Local Business Day and will not be entitled to any further interest or other payment in consequence of any such delay.

(d) *Notification to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*), whether by the Italian Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders, shall (in the absence of manifest error) be binding on the Issuer, the Agents, all Noteholders and all Other Issuer Creditors and (in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*)) no liability of the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Italian Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*).

9. Taxation in the Republic of Italy

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Republic of Italy or any authority therein or thereof having power to tax, other than a Decree 239 Withholding or unless such withholding or deduction is required by law. In that event, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be deducted. Neither the Issuer, nor the Italian Paying Agent nor any other person shall be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default and Purchase Termination Events*).

10. Events of Default and Purchase Termination Events

(a) *Events of Default*

Subject to the other provisions of this Condition, each of the following events shall be treated as an "**Event of Default**":

(i) *Non-payment*

the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes within 15 days of the due date for repayment of such principal or fails to pay any Interest Amount in respect of the Notes of the Most Senior Class within five days of the relevant Interest Payment Date; or

(ii) *Breach of other obligations*

the Issuer defaults in the performance or observance of any of its 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 the Interest Amount or repayment of principal on the Most Senior Class of Notes pursuant to (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 requiring the same to be remedied and 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; or

(iii) *Breach of Representations and Warranties by the Issuer*

any of the representations and warranties given by the Issuer under any of the Transaction Documents to which it is party is, or proves to have been, in the reasonable opinion of the Representative of the Noteholders, incorrect or erroneous in any material respect when made, or deemed to be made, or at any time thereafter, unless it has been remedied within 30 days after the Representative of the Noteholders has served a notice to the Issuer requiring remedy; or

(iv) *Insolvency of the Issuer*

an Insolvency Event occurs with respect to the Issuer; or

(v) *Failure to take action*

any action, condition or thing at any time required to be taken, fulfilled or done in order:

(A) enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes and the Transaction Documents to which the Issuer is party; or

(B) to ensure that those obligations are legal, valid, binding and enforceable,

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Most Senior Class of Noteholders and requiring the same to be remedied; or

(vi) *Unlawfulness*

it is or will become unlawful for the Issuer 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; or

(b) *Service of an Issuer Acceleration Notice*

If an Event of Default occurs, then (subject to Condition 10(c) (*Consequences of service of an Issuer Acceleration Notice*)) the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give written notice (an "**Issuer Acceleration Notice**") to the Issuer and to the Servicer declaring the Notes to be due and payable, provided that:

(A) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(v) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered where available) to which it may thereby become liable or which it may incur by so doing.

(c) *Consequences of service of an Issuer Acceleration Notice*

Upon the service of an Issuer Acceleration Notice as described in this Condition 10, (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further action, notice or formality; and (ii) the Representative of the Noteholders may dispose of the Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement. The Noteholders hereby irrevocably appoint, as from the date hereof and with effect on and from the date on which the Notes shall become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes shall become due and payable, such monies to be applied in accordance with the Post-Enforcement Priority of Payments.

(d) *Purchase Termination Events*

Upon the occurrence of a Purchase Termination Event: (i) the relevant Originator will no longer be allowed to deliver the relevant Sale Offer to the Issuer and (ii) the relevant Originator (or the Representative of the Noteholders, in the event that the relevant Originator fails to do so), shall serve a notice to the Issuer and the Representative of the Noteholders (or to the relevant Originator, upon failure to serve such notice by the relevant Originator) (a "**Purchase Termination Event Notice**"). Following the delivery of a Purchase Termination Event Notice the Issuer will no longer be allowed to purchase the relevant Subsequent Portfolio from the relevant Originator.

11. Enforcement

(a) *Proceedings*

Without prejudice to the Intercreditor Agreement, the Representative of the Noteholders may, at its discretion and without further notice, institute such proceedings as it thinks fit at any time after the service of an Issuer Acceleration Notice to enforce repayment of Notes and payment of accrued interest thereon or at any time to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been:

(i) so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes.

and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

(b) *Restrictions on disposal of Issuer's assets*

If an Issuer Acceleration Notice has been served by the Representative of the Noteholders, other than by reason of non-payment of any amount due in respect of the Notes, the Representative of the Noteholders will not be entitled to dispose of the assets of the Issuer or any part thereof unless either:

(i) a sufficient amount would be realised to allow payment in full of all amounts owing to the holders of the Class A Notes after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments; or

(ii) the Representative of the Noteholders is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of a merchant or investment bank or other financial adviser selected by the Representative of the Noteholders (and if the Representative of the Noteholders is unable to obtain such advice having made reasonable efforts to do so, this Condition 11(b)(ii) shall not apply), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Class A Notes after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments,

and the Representative of the Noteholders shall not be bound to make the determination contained in Condition 11(b)(ii) unless the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

12. Representative of the Noteholders

(a) *Legal representative*

The Representative of the Noteholders is BNP Paribas Securities Services, Milan Branch at its offices at Piazza Lina Bo Bardi, 3, 20124 Milan, Italy, and is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of Noteholders and the other Transaction Documents.

(b) *Powers of the Representative of the Noteholders*

The duties and powers of the Representative of the Noteholders are set forth in the Rules of the Organisation of Noteholders.

(c) *Meetings of Noteholders*

The Rules of the Organisation of Noteholders contain provisions for convening Meetings of Noteholders as well as the subject matter of the Meetings and the relevant quorums.

(d) *Individual action*

The Rules of the Organisation of Noteholders contain provisions limiting the powers of the Noteholders, *inter alia*, to bring individual actions or take other individual remedies to enforce their rights under the Notes. In particular, such actions will be subject to the Meeting of the Noteholders approving by way of Extraordinary Resolution such individual action or other remedy. No individual action or remedy can be taken or sought by a Noteholder to enforce his or her rights under the Notes before the Meeting of the Noteholders has approved such action or remedy in accordance with the provisions of the Rules of the Organisation of Noteholders.

(e) *Resolutions binding*

The resolutions passed at any Meeting of the Noteholders under the Rules of the Organisation of Noteholders will be binding on all Noteholders whether or not they are absent or dissenting and whether or not voting at the Meeting.

(f) *Written Resolution*

(i) A Written Resolution will take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.

(ii) For the purposes of these Conditions, the Representative of the Noteholders will be deemed to have received instructions from the Noteholders of the relevant Class if such instructions are either set out in a Written Resolution of the Noteholders of the relevant Class or have been duly approved by way of a resolution passed in a duly convened and quorate Meeting of the Noteholders of the relevant Class.

13. Modification and waiver

(a) *Modification*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors and subject to the Issuer giving prior written notice thereof to the Rating Agencies, concur with the Issuer and any other relevant parties in making:

(i) any amendment or modification to these Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be proper to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; or

(ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, or is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

(b) *Waiver*

In addition, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are a party to the relevant Transaction Document), and subject to the Representative of the Noteholders giving prior written notice thereof to the Rating Agencies, authorise or waive any proposed breach or breach of the Notes (including an Event of Default) or of the Intercreditor Agreement or of any other Transaction Document, if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will not be materially prejudiced by such authorisation or waiver.

(c) *Restriction on power of waiver*

The Representative of the Noteholders shall not exercise any powers conferred upon it by Condition 13(b) (*Waiver*) in contravention of any express direction by an Extraordinary Resolution (as defined in the Rules of the Organisation of Noteholders) or of a request 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 (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(d) *Notification*

Unless the Representative of the Noteholders agrees otherwise, any such authorisation, waiver, modification or determination shall be notified to the Noteholders, in accordance with Condition 17 (*Notices*), as soon as practicable after it has been made.

14. Representative of the Noteholders and Agents

(a) *Organisation of Noteholders*

The Organisation of Noteholders is created by the issue and subscription of the Notes and will remain in force and effect until full repayment and cancellation of the Notes.

(b) *Appointment of Representative of the Noteholders*

Pursuant to the Rules of the Organisation of Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of Noteholders and the Intercreditor Agreement. However, the initial Representative of the Noteholders has been appointed at the time of issue of the Notes by the Class A Notes Subscribers and the Junior Notes Subscribers pursuant to the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.

(c) *Agents solely of the Issuer*

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Italian Paying Agent, the Computation Agent and the Agent Bank act solely as agents of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(d) *Representative of the Noteholders*

The Representative of the Noteholders shall not be deemed to be a person responsible for the collection, cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) for the purposes of article 2 paragraph 6 of the Securitisation Law and the relevant implementing regulations from time to time in force including, without limitation, the relevant guidelines of the Bank of Italy.

(e) *Italian Paying Agent, Agent Bank, Computation Agent and Transaction Bank sole agent of Issuer*

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Italian Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank act as agents solely of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(f) *Initial Agents*

The initial Italian Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank and their Specified Offices are listed in Condition 17 (*Notices*) below. The Issuer reserves the right (with the prior written approval of the Representative of the Noteholders) at any time to vary or terminate the appointment of the Italian Paying Agent, the Computation Agent, the Transaction Bank

and the Agent Bank and to appoint a successor Italian paying agent, computation agent, transaction bank or agent bank and additional or successor paying agents at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

(g) *Maintenance of Agents*

The Issuer undertakes that it will ensure that it maintains:

(i) at least one paying agent having its specified office in a European city, a computation agent, a transaction bank (acting through an office or branch located in the Republic of Italy) and an agent bank; and

(ii) a paying agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination of, or appointment change in, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank and of any changes in the Specified Offices shall promptly be given to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*).

15. Statute of limitation

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the Relevant Date in respect thereof.

16. Limited recourse and non-petition

(a) *Limited recourse*

Notwithstanding any other provision of these Conditions, the obligation of the Issuer to make any payment, at any given time, under the Notes shall be equal to the lesser of (i) the nominal amount of such payment which, but for the operation of this Condition 16 and the applicable Priority of Payments, would be due and payable at such time; and (ii) (A) prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds, as at the relevant date, which the Issuer is entitled to apply in accordance with the applicable Priority of Payments and the terms of the Intercreditor Agreement, and (B) following the service of an Issuer Acceleration Notice, the Issuer Available Funds which the Issuer or the Representative of the Noteholders is entitled to apply in or towards satisfaction of amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and the terms of the Intercreditor Agreement and neither the Representative of the Noteholders nor any Noteholder may take any further steps against the Issuer or any of its assets to recover any unpaid sum and the Issuer's liability for any unpaid sum will be extinguished.

(b) *Non-petition*

Without prejudice to the right of the Representative of the Noteholders to exercise any of its rights, and subject as set out in the Rules of the Organisation of Noteholders, no Noteholder shall be entitled to institute against the Issuer, or join any other person in instituting against the Issuer, any reorganisation, liquidation, bankruptcy, insolvency, conservative or attachment proceedings (*procedure esecutive*), or similar proceedings until two years plus one day has elapsed since the day on which the Notes and any other note issued or to be issued by the Issuer have been paid in full.

17. Notices

(a) *Valid notices*

All notices to the Noteholders, as long as the Notes are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream, Luxembourg, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream, Luxembourg for communication by them to the entitled accountholders and any such notice shall be deemed to have been given on the date on which it was delivered to Monte Titoli, Clearstream, Luxembourg and Euroclear, as applicable. In addition, so long as the Class A Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, all notices will also be given on the website of the Luxembourg Stock Exchange at www.bourse.lu.

The Issuer shall also ensure, through the Italian Paying Agent, that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed.

So long as any Class A Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, all notices given to Class A Noteholders will also be given to the Luxembourg Stock Exchange.

(b) *Date of publication*

Any 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 date of the first publication.

(c) *Other methods*

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them, if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which any of the Class A 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.

(d) *Initial Specified Offices*

The Specified Offices of the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank and the Representative of the Noteholders are at its offices at Piazza Lina Bo Bardi, 3, 20124 Milan, Italy.

18. Governing law and jurisdiction

(a) *Governing law*

The Notes, these Conditions, the Rules of the Organisation of Noteholders and the Transaction Documents and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, Italian law.

(b) *Jurisdiction*

The Courts of Milan are to have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, the Notes, these Conditions, the Rules of the Organisation of Noteholders and (with the exception of certain disputes under the Warranty and Indemnity Agreement which are resolved through arbitration) the Transaction Documents and, accordingly, any legal action or proceedings arising out of, or in connection with, any Notes, these Conditions, the Rules of the Organisation of Noteholders or any Transaction Document may be brought in such courts. The Issuer has, in each of the Transaction Documents (other than the Warranty and Indemnity Agreement with regard to certain disputes), irrevocably submitted to the jurisdiction of such courts.

SCHEDULE - RULES OF THE ORGANISATION OF NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

Article 1

General

The Organisation of Noteholders is created by the issue and by the subscription of the Notes, and shall remain in force and in effect until full repayment and cancellation of the Notes.

The contents of these rules are deemed to form part of each Note issued by the Issuer.

Article 2

Definitions

In these rules, the following terms shall have the following meanings:

"**24 Hours**" means a period of 24 hours, including all or part of a day upon which banks are open for business in the place where the Meeting of the Relevant Class Noteholders is to be held and in the place where the Italian Paying Agent has its Specified Office (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one or, to the extent necessary, more periods of 24 Hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid;

"**48 Hours**" means two consecutive periods of 24 Hours;

"**Basic Terms Modification**" means:

(a) a modification of the date of maturity of one or more relevant Classes of Notes;

(b) a modification which would have the effect of cancelling or postponing any date for payment of interest in respect of one or more Classes of Notes;

(c) a modification which would have the effect of reducing or cancelling the amount of principal payable in respect of one or more relevant Classes of Notes or the rate of interest applicable in respect of one or more relevant Classes of Notes;

(d) a modification which would have the effect of altering the method of calculating the amount of interest or such other amounts payable to one or more relevant Classes of Notes;

(e) a modification which would have the effect of altering the majority required to pass a specific resolution or the quorum required at any Meeting;

(f) a modification which would have the effect of altering the currency of payment of one or more relevant Classes of Notes or any alteration of the date or priority of payment or redemption of one or more relevant Classes of Notes;

(g) a modification which would have the effect of altering the authorisation or consent by the Noteholders, as pledgees, to applications of funds as provided for in the Transaction Documents;

(h) the appointment and removal of the Representative of the Noteholders; and

(i) an amendment to this definition;

"**Blocked Notes**" means the Notes which have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian for the purposes of obtaining a Voting Certificate or a Block Voting Instruction and will not be released until the conclusion of the Meeting;

"**Block Voting Instruction**" means, in relation to any Meeting, a document issued by the Italian Paying Agent:

(a) certifying that the Blocked Notes have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian and will not be released until the conclusion of the Meeting;

(b) certifying that the holder of each Blocked Note or a duly authorised person on its behalf has instructed the Italian Paying Agent that the votes attributable to such Blocked Note 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 the Blocked Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and

(d) appointing one or more Proxies to vote in respect of the Blocked Notes in accordance with such instructions;

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with Article 9 (*Chairman of the Meeting*);

"**Class of Notes**" means (i) the Class A Notes; or (ii) the Junior Notes, as the context requires;

"**Extraordinary Resolution**" means a resolution of a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with the provisions contained in these rules on any of the subjects covered by Article 21 (*Powers exercisable by Extraordinary Resolution*), passed by a majority of at least three-quarters of the votes cast;

"**Issuer's Rights**" means the Issuer's right, title and interest in and to the Claims, any rights that the Issuer has acquired under the Transaction Documents and any other rights that the Issuer has acquired against the Originator, any Other Issuer Creditors (including any applicable guarantors or successors) or third parties for the benefit of the Noteholders in connection with the securitisation of the Claims;

"**Meeting**" means a meeting of the Relevant Class Noteholders (whether originally convened or resumed following an adjournment);

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes depository banks appointed by Clearstream, Luxembourg and Euroclear;

"**Proxy**" means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction;

"**Relevant Class Noteholders**" means (i) the Class A Noteholders; and/or (ii) the Junior Noteholders; or a combination of the Class A Noteholders and/or the Junior Noteholders, as the context requires;

"**Relevant Clearing System**" means Euroclear and/or Clearstream, Luxembourg;

"**Relevant Fraction**" means:

(a) for all business other than voting on an Extraordinary Resolution, one-tenth of the Principal Amount Outstanding of that Class of Notes (in the case of a meeting of a particular Class of Notes), or one-tenth of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or two-thirds of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the Notes of the relevant Class of Notes;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

(d) for all business other than voting on an Extraordinary Resolution relating to a Basic Terms Modification, the fraction of the Principal Amount Outstanding of the Notes of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or the fraction of the Principal Amount Outstanding of the Notes of all relevant Classes represented or held by the Voters actually present at the Meeting (in case of a joint Meeting of a combination of Classes of Notes); and

(e) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the Notes of the relevant Class of Notes represented or held by the Voters actually present at the Meeting;

"**Voter**" means, in relation to any Meeting, the holder of a Voting Certificate or a Proxy;

"**Voting Certificate**" means, in relation to any Meeting, a certificate requested by the interested Noteholder and issued by the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, as the case may be, and dated, stating:

(a) that the Blocked Notes have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian and will not be released until the earlier of (i) the conclusion of the Meeting and (ii) the surrender of the certificate to the clearing system or the Monte Titoli Account Holder or the relevant custodian who issued the same;

(b) details of the Meeting concerned and the number of the Blocked Notes; and

(c) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Blocked Notes;

"**Written Resolution**" means a resolution in writing signed by or on behalf of all holders of Notes who for the time being are entitled to receive notice of a Meeting of such holders of Notes in accordance with the Rules of the Organisation of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Notes.

Capitalised terms not defined herein shall have the meanings attributed to them in the Conditions.

Article 3

Organisation purpose

Each holder of the Notes is a member of the Organisation of Noteholders.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and the taking of any action for the protection of their interests.

In these rules, any reference to Noteholders shall be considered as a reference to the Class A Noteholders and/or the Junior Noteholders, as the case may be.

TITLE II

THE MEETING OF NOTEHOLDERS

Article 4

General

Any resolution passed at a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with these rules, shall be binding upon all the Noteholders of such Class of Notes, whether or not present at such Meeting and whether or not voting.

Subject to the proviso of Article 21 (*Powers exercisable by Extraordinary Resolution*):

(a) any resolution passed at a Meeting of the Class A Noteholders, duly convened and held as aforesaid, shall also be binding upon all the Junior Noteholders;

(b) and, in each case, all the Noteholders of the relevant Class of Notes, whether or not absent or dissenting, shall be bound by such resolution irrespective of its effect upon such Noteholders and such Noteholders shall be bound to give effect to any such resolution accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof,

provided however that:

(c) no resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders (to the extent that the Class A are then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by a resolution of the Class A Noteholders (to the extent that the Class A Notes are then outstanding).

Notice of the result of every vote on a resolution duly passed by the Noteholders shall be published by and at the expense of the Issuer, in accordance with the Condition 17 (*Notices*) and given to the Italian Paying Agent (with a copy to the Issuer and the Representative of the Noteholders) within 14 days of the conclusion of the Meeting but failure to do so shall not invalidate the resolution.

Subject to the provisions of these rules and the Conditions, joint Meetings of the Class A Noteholders and the Junior Noteholders may be held to consider the same resolution and/or, as the case may be, the same Extraordinary Resolution and the provisions of these rules shall apply *mutatis mutandis* thereto.

The following provisions shall apply while Notes of two or more Classes of Notes are outstanding:

(a) business which involves the passing of an Extraordinary Resolution involving a Basic Terms Modification shall be transacted at a separate Meeting of the holders of each relevant Class of Notes;

(b) business which, in the opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the holders of Notes of such Class of Notes;

(c) business which, in the 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 holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted either at separate Meetings of the holders of each such Class of Notes or at a joint Meeting of the holders of each of such Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion;

(d) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes and gives rise to an actual or potential conflict of interest between the holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted at separate Meetings of the holders of each Class of Notes; and

(e) in the case of separate Meetings of the holders of each Class of Notes, these rules shall be applied as if references to the Notes and the Noteholders were to the Notes of the relevant Class of Notes and to the holders of such Notes and, in the case of joint Meetings, as if references to the Notes and the Noteholders were to the Notes of each of the Classes of Notes and to the respective holders of the Notes.

In this paragraph "**business**" includes (without limitation) the passing or rejection of any resolution.

Article 5

Issue of Voting Certificates and Block Voting Instructions

Noteholders may obtain a Voting Certificate from the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, as the case may be, or require the Italian Paying Agent to issue a Block Voting Instruction by arranging for their Notes to be blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian at least 48 Hours before the time fixed for the Meeting of the Relevant Class Noteholders, providing to the Italian Paying Agent, where appropriate, evidence that the Notes are so blocked. The Noteholders may obtain such evidence by, *inter alia*, requesting the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian to release a certificate in accordance with, as the case may be: (i) the practices and procedures of the Relevant Clearing System; or (ii) articles 21 and 22 of the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as subsequently supplemented and amended. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

Article 6

Validity of Block Voting Instructions

A Block Voting Instruction shall be valid only if it is deposited at the Specified Office of the Representative of the Noteholders, or at some other place approved by the Representative of the Noteholders, at least 24 Hours before the time fixed for the Meeting of the Relevant Class Noteholders and, if not deposited before such deadline, the Block Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

Article 7

Convening of Meeting

The Issuer or the Representative of the Noteholders may convene a Meeting at any time, and the Representative of the Noteholders shall be obliged to do so upon the request in writing by, and at the cost of, the Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the relevant Class of Notes.

Whenever any one of the Issuer or the Representative of the Noteholders is about to convene any such Meeting, it shall immediately give notice in writing to, respectively, the Representative of the Noteholders and the Issuer (as the case may be) of the date thereof and of the nature of the business to be transacted thereat.

Every such Meeting shall be held at such time and place as the Representative of the Noteholders may designate or approve, provided that it is in a EU Member State.

Unless the Representative of the Noteholders decides otherwise pursuant to Article 4 (*General*), each Meeting shall be attended by Noteholders of the relevant Class of Notes.

Article 8

Notice

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Italian Paying Agent (with a copy to the Issuer and to the Representative of the Noteholders). Any notice to Noteholders shall be given in accordance with Condition 17 (*Notices*).

The notice shall specify the nature of the resolutions to be proposed and shall explain how Noteholders may appoint Proxies, obtaining Voting Certificates and use Block Voting Instructions and the details of the relevant time limits applicable.

Article 9

Chairman of the Meeting

Any individual (who may, but need not to, be a Voter) nominated in writing by the Representative of the Noteholders may take the chair at any Meeting but if: (i) no such nomination is made; or (ii) the individual nominated is not present within 15 minutes after the time fixed for the Meeting; then, the Voters shall choose one of themselves to take the chair, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as the Chairman of the original Meeting.

The Chairman co-ordinates matters to be transacted at the Meeting and monitors the fairness of the Meeting's proceedings.

Article 10

Quorum

The quorum at any Meeting shall be at least one Voter representing or holding not less than the Relevant Fraction relative to (i) that Class of Notes (in the case of a Meeting of one Class of Notes) or (ii) all relevant Classes of Notes (in the case of a joint Meeting). No business (except choosing a Chairman, if requested) shall be transacted at a Meeting unless quorum is present at the commencement of business.

Article 11

Adjournment for want of quorum

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

(a) in the case of a Meeting requested by Noteholders, it shall be dissolved;

(b) in the case of any other Meeting, it shall be adjourned (i) until such date (which shall be not less than 14 days and not more than 42 days later) and to such place as the Chairman determines or (ii) on the date and at the place indicated in the notice convening the Meeting (if such notice sets out the date and place of any adjourned Meeting); provided, however, that in any case:

  (i) the Meeting shall be dissolved if the Issuer and the Representative of the Noteholders so decides; and

  (ii) no Meeting may be adjourned by resolution of a Meeting that represents less than the Relevant Fraction applicable in the case of Meetings which have been resumed after adjournment for want of quorum.

Article 12

Adjourned Meeting

Without prejudice to Article 11 (*Adjournment for want of quorum*), the Chairman may, with the prior consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but

no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

Article 13

Notice following adjournment

Article 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum save that:

(a) at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of an adjourned Meeting (i) if the notice given in respect of the first Meeting already sets the time and place for an adjourned Meeting and specifies the quorum requirements which will apply when the Meeting resumes; or (ii) if the Meeting has been adjourned for any other reason.

Article 14

Participation

The following may attend and speak at a Meeting:

(a) Voters;

(b) the Issuer or its representative and the Italian Paying Agent;

(c) the financial advisers to the Issuer;

(d) the Representative of the Noteholders;

(e) the legal counsel to each of the Issuer, the Representative of the Noteholders and the Italian Paying Agent; and

(f) such other person as may be resolved by the Meeting and as may be approved by the Representative of the Noteholders.

Article 15

Passing of resolution

A resolution is validly passed when (i) in respect of an Extraordinary Resolution only, three-quarters of votes cast by the Voters attending the relevant Meeting have been cast in favour of it or (ii) in respect of any resolution other than an Extraordinary Resolution, the majority of votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

Article 16

Show of hands

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result of the show of hands is declared, the Chairman's declaration that, on a show of hands, a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority, shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

Article 17

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 holding or representing at least 2 per cent. of (i) the Principal Amount Outstanding of that relevant Class of Notes (in the case of a Meeting of a particular Class of Notes), or (ii) the Principal Amount Outstanding of the aggregate relevant Classes of Notes (in the case of a joint Meeting). The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the Meeting for any other business.

Article 18

Votes

Every Voter shall have:

(a) on a show of hands, one vote; and

(b) on a poll, one vote in respect of each €1,000 in principal amount of Note(s) represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy.

In the case of equality of votes, the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the votes (if any) to which he may be entitled as a Voter.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same manner.

Article 19

Vote by Proxies

Any vote cast by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that the Representative of the Noteholders or the Issuer has not been notified by the Italian Paying Agent in writing of such amendment or revocation by the time being 24 Hours before the time fixed for the Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any Meeting resumed following an adjournment.

Article 20

Exclusive powers of the Meeting

The Meeting shall have exclusive powers on the following matters:

(a) to approve any Basic Terms Modification;

(b) to approve any proposal by the Issuer for any alteration, abrogation, variation or compromise of the rights of the Representative of the Noteholders or the Noteholders under any Transaction Document, the Notes or the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;

(c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(d) to direct the Representative of the Noteholders to serve an Issuer Acceleration Notice under Condition 10(c) (*Service of an Issuer Acceleration Notice*);

(e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any Transaction Document or any act or omission which might otherwise constitute an Event of Default;

(f) to direct the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any resolution of the Noteholders;

(g) to exercise, enforce or dispose of any right and power on payment and application of funds deriving from any claims on which a pledge or other security interest is created in favour of the Noteholders, other than in accordance with the Transaction Documents; and

(h) to appoint and remove the Representative of the Noteholders.

Article 21

Powers exercisable by Extraordinary Resolution

Without limitation to the exclusive powers of the Meeting listed in Article 20 (*Exclusive powers of the Meeting*), each Meeting shall have the following powers exercisable only by way of an Extraordinary Resolution:

(a) approval of any Basic Terms Modification;

(b) approval of any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Representative of the Noteholders or the Noteholders against the Issuer or against any of its property or against any other person whether such rights shall arise under these rules, the Notes, the Conditions or otherwise;

(c) approval of any scheme or proposal for the exchange or substitution of any of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other body corporate formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

(d) appointment and removal of the Representative of the Noteholders;

(e) approval of the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(f) without prejudice to the Conditions, approval of any alteration of the provisions contained in these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document which shall be proposed by the Issuer and/or the Representative of the Noteholders or any other party thereto;

(g) discharge or exoneration of the Representative of the Noteholders from any liability in respect of any act or omission for which the Representative of the Noteholders may have become responsible under or in relation to these rules, the Notes, the Conditions or any other Transaction Document;

(h) giving any direction or granting any authority or sanction which, under the provisions of these rules, the Conditions or the Notes, is required to be given or granted by Extraordinary Resolution;

(i) authorisation and sanctioning of actions of the Representative of the Noteholders under these rules, the Notes, the Conditions, the terms of the Intercreditor Agreement or any other Transaction Documents and in particular power to sanction the release of the Issuer by the Representative of the Noteholders; and

(j) authorisation and direction to the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

provided, however, that:

(k) no Extraordinary Resolution involving a Basic Terms Modification passed by the Relevant Class Noteholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the Noteholders of each of the other Classes of Notes (to the extent that Notes of each such Classes of Notes are then outstanding);

(l) no Extraordinary Resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and the Junior (to the extent that the Class A Notes are then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders (to the extent that the Class A Notes are then outstanding).

Article 22

Challenge of resolution

Any Noteholder can challenge a resolution which is not passed in conformity with the provisions of these rules.

Article 23

Minutes

Minutes shall be made of all resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be conclusive evidence of the resolutions and proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at such meeting shall be deemed to have been duly passed or transacted.

Article 24

Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.

Article 25

Individual actions and remedies

The right of each Noteholder to bring individual actions or seek other individual remedies to enforce his or her rights under the Notes will be subject to the Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his or her rights under the Notes will notify the Representative of the Noteholders in writing of his or her intention;

(b) the Representative of the Noteholders will, within 30 days of receiving such notification, convene a Meeting of the Noteholders of the relevant Class(es) of Notes, in accordance with these rules at the expense of such Noteholder;

(c) if the Meeting does not pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be prevented from seeking such enforcement or remedy (provided that the same matter can be submitted again to a further Meeting after a reasonable period of time has elapsed);

(d) if the Meeting does pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution; and

(e) no individual action or remedy can be sought by a Noteholder to enforce his or her rights under the Notes unless a Meeting of Noteholders has been held to resolve on such action or remedy and in accordance with the provisions of this Article 25.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

Article 26

Appointment, removal and remuneration

Each appointment of a Representative of the Noteholders must be approved by an Extraordinary Resolution of the holders of each Class of Notes in accordance with the provisions of this Article 26, save in respect of the appointment of the first Representative of the Noteholders which will be BNP Paribas Securities Services, Milan Branch.

Save for BNP Paribas Securities Services, Milan Branch as first Representative of the Noteholders, the Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction, in either case provided it is licensed to conduct banking business in Italy; or

(b) a financial institution registered under article 106 of the Banking Act; or

(c) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders.

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the holders of each Class of Notes at any time.

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in paragraphs (a), (b) or (c) above, and, provided that a Meeting of the holders of each Class of Notes has not appointed such a substitute within 60 days of such termination, such Representative of the Noteholders may appoint such a substitute. The powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the Priority of Payments up to (and including) the date when the Notes have been repaid in full and cancelled in accordance with the Conditions.

Article 27

Duties and powers

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders subject to and in accordance with the Conditions, these rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the "**Relevant Provisions**").

Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders as a class *vis-à-vis* the Issuer. The Representative of the Noteholders has the right to attend Meetings. The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders.

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient, whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the proceedings of any such delegate or sub-delegate and shall not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of such delegate's misconduct or default, unless the Representative of the Noteholders has been negligent in the selection of the delegate or sub-delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer of the appointment of any delegate and of any renewal, extension or termination of such appointment, and shall make it a condition of any such delegation that any delegate shall also, as soon as reasonably practicable, give notice to the Issuer of any sub-delegate.

The Representative of the Noteholders shall be authorised to represent the Organisation of Noteholders in judicial proceedings, including proceedings involving the Issuer in creditors' agreement (*concordato preventivo*), forced liquidation (*fallimento*) or compulsory administrative liquidation (*liquidazione coatta amministrativa*).

The Representative of the Noteholders shall have regard to the interests of all the Issuer Secured Creditors as regards the exercise and performance of all powers, authorities, duties and discretions of the Representative of the Noteholders under these rules, the Intercreditor Agreement or under the Mandate Agreement (except where expressly provided otherwise), but, notwithstanding the foregoing, the Representative of the Noteholders shall have regard to the interests only: (i) of the Most Senior Class outstanding, and (ii) subject to item (i), of whichever Issuer Secured Creditor ranks higher in the Priority of Payments hereof for the payment of the amounts therein specified if, in its opinion, there is or may be a conflict between all or any of the interests of one or more Classes of Noteholders or between one or more Classes of Noteholders and any other Issuer Secured Creditors. The foregoing provision shall not affect the payment order set forth in the applicable Priority of Payments.

Each Noteholder, by acquiring title to a Note is deemed to agree and acknowledge that:

(i) by virtue of the transfer to it of the relevant Note, each Noteholder shall be deemed to have granted to the Representative of the Noteholders, as its agent, the right to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such Noteholder, all of that Noteholder's rights under the Securitisation Law in respect of the Portfolio and all amounts and/or other assets of the Issuer arising from the Portfolio and the Transaction Documents;

(ii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the Noteholders of each Class, shall be the only person entitled under the Conditions and under the Transaction Documents to institute proceedings against the Issuer or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the

rights of the holders of each relevant Class of Notes with respect to the other Transaction Documents and recovering any amounts owing under the Notes or under the Transaction Documents;

(iii) no Noteholder shall be entitled to proceed directly against the Issuer nor take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by the Issuer or take, or join in taking, steps for the purpose of obtaining payment of any amount expressed to be payable by the Issuer or the performance of any of the Issuer's obligations under these Conditions and/or the Transaction Documents or petition for or procure the commencement of insolvency proceedings or the winding-up, insolvency, extraordinary administration or compulsory administrative liquidation of the Issuer or the appointment of any kind of insolvency official, administrator, liquidator, trustee, custodian, receiver or other similar official in respect of the Issuer for any, all, or substantially all the assets of the Issuer or in connection with any reorganisation or arrangement or composition in respect of the Issuer, pursuant to the Banking Act or otherwise, unless (in each case under paragraphs (ii), (iii) and (iv) above) an Issuer Acceleration Notice shall have been served or an Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be 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 Noteholder may then only proceed subject to the provisions of the Conditions and provided that this proviso 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;

(iv) no Noteholder shall at any time exercise any right of netting, set-off or counterclaim in respect of its rights against the Issuer such rights being expressly waived or exercise any right of claim of the Issuer by way of a subrogation action (*azione surrogatoria*) pursuant to article 2900 of the Italian civil code; and

(v) the provisions of this Article 27 shall survive and shall not be extinguished by the redemption (in whole or in part) and/or cancellation of the Notes and waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

Article 28

Resignation of the Representative of the Noteholders

The Representative of the Noteholders may resign at any time, upon giving not less than three-calendar-months' notice in writing to the Issuer, without assigning any reason therefor 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 Meeting of the holders of each Class of Notes has appointed a new Representative of the Noteholders, provided that, if a new Representative of the Noteholders has not been so appointed within 60 days of the date of such notice of resignation, the Representative of the Noteholders may appoint a new Representative of the Noteholders.

Article 29

Exoneration of the Representative of the Noteholders

The Representative of the Noteholders shall not assume any other obligations in addition to those expressly provided herein and in the other Transaction Documents to which it is a party.

Without limiting the generality of the foregoing, the Representative of the Noteholders:

(a) shall not be under any obligation to take any steps to ascertain whether an Event of Default 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 or any Noteholder hereunder or under any of the other Transaction Documents has happened and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that no Event of Default or such other event, condition or act has occurred;

(b) shall not be under any obligation to monitor or supervise the observance or performance by the Issuer or any other party to the Transaction Documents of the provisions of, and its obligations under, these rules, the Notes, the Conditions or any other Transaction Document, and, until it shall have actual knowledge or express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) shall not be under any obligation to give notice to any person of the execution of these rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(d) shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these rules, the Notes, the Conditions, any Transaction Document, or 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: (i) the nature, status, creditworthiness or solvency of the Issuer or any other party to the Transaction Documents; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained, or required to be delivered or obtained, at any time in connection herewith or with any Transaction Document; (iii) the suitability, adequacy or sufficiency of any collection or recovery procedures operated by the Servicers or compliance therewith; (iv) 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 Claims; or (v) any accounts, books, records or files maintained by the Issuer, the Servicers, the Italian Paying Agent or any other person in respect of the Claims;

(e) 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;

(f) shall have no responsibility for the maintenance of any rating of the Notes by the Rating Agencies or any other credit or rating agency or any other person;

(g) shall not be responsible for, or for investigating, any matter which is the subject of, any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders, contained herein or in any Transaction Document;

(h) 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 to the Claims 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 remedy or not;

(i) 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, the Notes or any Transaction Document;

(j) shall not be under any obligation to insure the Loans and the Claims or any part thereof;

(k) shall not be responsible for (except as otherwise provided in the Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Claims, the Notes and any other payment to be made in accordance with the Priority of Payments;

(l) shall not have regard to the consequences of any modification or waiver of these rules, the Notes, the Conditions or any of the Transaction Documents for individual Noteholders or any relevant persons resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory; and

(m) shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) 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.

The Representative of the Noteholders, notwithstanding anything to the contrary contained in these rules:

(a) may, without the consent of the Noteholders or any Other Issuer Creditor and subject to the Representative of the Noteholders giving prior written notice thereof to the Rating Agencies, concur with the Issuer and any other relevant parties in making any amendment or modification to these rules, the Conditions (other than a Basic Terms Modification) or to any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it is expedient to make, or is of a formal, minor or technical nature to correct a manifest error or an error which is, in the opinion of the Representative of the Noteholders, proven, or is necessary or desirable for the purposes of clarification. Any such amendment or modification shall be binding on the Noteholders and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall cause such amendment or modification to be notified to the Noteholders as soon as practicable thereafter;

(b) may, without the consent of the Noteholders or any Other Issuer Creditor, concur with the Issuer and any other relevant parties in making any amendment or modification (other than in respect of a Basic Terms Modification) to these rules, the Conditions or to any of the Transaction Documents, which, in the opinion of the Representative of the Noteholders, it may be proper to make, provided that the Representative of the Noteholders is of the opinion that such amendment or modification will not be materially prejudicial to the interests of the holders of the Most Senior Class;

(c) may, without the consent of the Noteholders, authorise or waive any proposed breach or breach of the Notes (including an Event of Default) or of the Intercreditor Agreement or any other Transaction Document if, in the opinion of the Representative of the Noteholders, the interests of the Most Senior Class will not be materially prejudiced by such authorisation or waiver; provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification;

(d) may act on the advice, certificate, opinion or information (whether or not addressed to the Representative of the Noteholders) obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert of international repute, 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. Any such advice, certificate, opinion or information may be sent or obtained by letter, telex, telegram, facsimile transmission or cable and, in the absence of fraud (*frode*) gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting on any advice, certificate, opinion or information contained in, or purported to be conveyed by, any such letter, telex, telegram, facsimile transmission or cable, notwithstanding any error contained therein or the non-authenticity of the same;

(e) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter or as to the expediency of any dealing, transaction, step or thing, a certificate duly signed by or on behalf of the sole director or the chairman of the board of directors of the Issuer, as the case may be, 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 occasioned as a result of acting on such certificate;

(f) save as expressly otherwise provided herein, shall have absolute and unfettered discretion as to the exercise, or non-exercise, of any right, power and discretion vested in the Representative of the

Noteholders by these rules, the Notes, any Transaction Document 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*);

(g) shall be at liberty to leave in custody these rules, the Transaction Documents and any other documents relating thereto or to the Notes with any bank, financial institution or company of international repute whose business includes undertaking the safe custody of documents, or with any lawyer or firm of lawyers of international repute, and the Representative of the Noteholders shall not be responsible for, or required to insure against, any loss incurred in connection with any such custody, and may pay all sums required to be paid on account of, or in respect of, any such custody;

(h) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, is entitled to convene a Meeting of the Noteholders of any or all Classes of Notes in order to obtain instructions as to how the Representative of the Noteholders should exercise such discretion, provided that nothing herein shall be construed so as to oblige the Representative of the Noteholders to convene such a Meeting. The Representative of the Noteholders shall not be obliged to take any action in respect of these rules, the Notes, the Conditions or any Transaction Document unless it is indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities (provided that supporting documents are delivered) which it may incur by taking such action;

(i) in connection with matters in respect of which the Noteholders are entitled to direct the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting upon any resolution purported to have been passed at any Meeting of holders of any Class of Notes in respect of which minutes have been drawn up and signed notwithstanding that subsequent to so acting, it transpires that the Meeting was not duly convened or constituted, such resolution was not duly passed or that the resolution was otherwise not valid or binding upon the relevant Noteholders;

(j) may call for, and shall be at liberty to accept and place full reliance on as sufficient evidence of the facts stated therein, a certificate or letter of confirmation certified as true and accurate and signed on behalf of any common depository as the Representative of the Noteholders considers appropriate, or any form of record made by any such depository, to the effect that at any particular time or throughout any particular period any particular person is, was, or will be shown in its records as entitled to a particular principal amount of Notes;

(k) may certify whether or not an Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders or the holders of the Most Senior Class and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other relevant person;

(l) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these rules, the Notes, the Conditions or any other Transaction Document is capable of remedy and, if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of remedy, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any relevant person;

(m) may assume, without enquiry, that no Notes are for the time being held by, or for the benefit of, the Issuer;

(n) shall be entitled to call for, and to rely upon, a certificate or any document or explanation reasonably believed by it to be genuine of any party to the Intercreditor Agreement or any Other Issuer Creditor in respect of any matter and circumstance for which a certificate is expressly provided for hereunder or under any Transaction Document or in respect of the ratings of the Notes and it shall not be bound, in any such case, to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be incurred by its failing to do so; and

(o) may, in determining 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, is materially prejudicial to the interests of the Noteholders, contact each of the Rating Agencies so to assess whether the then current ratings of the Notes would not be downgraded, withdrawn or qualified and have regard to any other confirmation which it considers, in its sole and absolute discretion, as necessary and/or appropriate.

Any consent or approval given by the Representative of the Noteholders under these rules, the Notes, the Conditions or any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders thinks fit and, notwithstanding anything to the contrary contained herein, in the Conditions or in any Transaction Document, such consent or approval may be given retrospectively.

No provision of these rules, the Notes, the Conditions or any Transaction Document shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations, or expend or risk its own funds, or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretions, and the Representative of the Noteholders may refrain from taking any action if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified against any loss or liability which it may incur as a result of such action.

Article 30

Indemnity

It is hereby acknowledged that the Issuer has covenanted and undertaken under the Intercreditor Agreement to reimburse, pay or discharge (on a full indemnity basis) on demand, to the extent not already reimbursed, paid or discharged by any of the Other Issuer Creditors, all costs, liabilities, losses, charges, expenses (provided, in each case, that supporting documents are delivered), damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or by any persons appointed by it to whom any power, authority or discretion may be delegated by it, in relation to the preparation and execution of, the exercise or the purported exercise of, its powers, authority and discretion and performance of its duties under and in any other manner in relation to these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document, 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 or such appointed person in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders or such appointed person pursuant to these rules, the Notes, the Conditions or any Transaction Document, against the Issuer or any other person for enforcing any obligations under these rules, the Notes, the Conditions or the Transaction Documents, except insofar as the same are incurred as a result of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders or the above-mentioned appointed person.

TITLE IV

THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF AN ISSUER ACCELERATION NOTICE

Article 31

Powers

It is hereby acknowledged that, upon service of an Issuer Acceleration Notice and/or failure by the Issuer to exercise its rights, the Representative of the Noteholders shall, pursuant to the Mandate Agreement, be entitled, in its capacity as legal representative of the Organisation of Noteholders, also in the interest and for the benefits of the Other Issuer Creditors, pursuant to articles 1411 and 1723 of the Italian civil code, to exercise certain rights in relation to the Claims. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of Noteholders, will be authorised, also 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, all and any of the Issuer's Rights, including the right to give directions and instructions to the relevant parties to the Transaction Documents.

In particular and without limiting the generality of the foregoing, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled, until the Notes have been repaid in full or cancelled in accordance with the Conditions:

(a) to request the Transaction Bank to transfer all monies standing to the credit of the Collection Account, the Cash Reserve Account, the Expenses Account and the Payments Account (if any) to, respectively, a replacement Collection Account, a replacement Cash Reserve Account, a replacement Expenses Account and a replacement Payments Account (if any) opened for such purpose by the Representative of the Noteholders with a replacement Transaction Bank;

(b) to request the Transaction Bank to transfer all debt securities or other debt instruments from time to time purchased by or on behalf of the Issuer pursuant to the Agency and Accounts Agreement standing to the credit of the Eligible Investments Securities Account from the Eligible Investments Securities Account to a replacement Eligible Investments Securities Account opened for such purpose by the Representative of the Noteholders with a replacement Transaction Bank which is an Eligible Institution;

(c) to require performance by any Issuer Creditor of its obligations under the relevant Transaction Document to which such Issuer Creditor is a party, to bring any legal actions and exercise any remedies in the name and on behalf of the Issuer that are available to the Issuer under the relevant Transaction Document against such Issuer Creditor in case of failure to perform and generally to take 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 Portfolio, the Claims and the Issuer's Rights;

(d) to instruct the Servicers in respect of the recovery of the Issuer's Rights;

(e) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all Collections (by way of a power of attorney granted hereunder in respect of the relevant Accounts) and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its discretion but in any case in accordance with Condition 11(b) (*Restrictions on disposal of Issuer's assets*), deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments; provided however that if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10 per cent. of the Principal Amount Outstanding of all Classes of Notes, the Representative of the Noteholders may at its discretion invest such monies or cause such monies to be invested in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments or cause such investments to be varied and may accumulate such investments and the resulting income or cause such investments and the resulting income to be accumulated until the immediately following Accumulation Date. Any monies which under the Intercreditor Agreement or the Conditions may be invested, or caused to be invested, by the Representative of the Noteholders in the name or under the control of the Representative of the Noteholders in any investments or other assets in any part of the world whether or not they produce income or by placing the same on deposit in the name or under the control of the Representative of the Noteholders at such bank or other financial institution and in such currency as the Representative of the Noteholders may think fit. The Representative of the Noteholders may at any time vary any such investments, or cause any such investment to be varied, for or into other investments or convert any monies so deposited, or cause any such monies to be converted, into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise, except insofar as such loss is incurred as a result of its gross negligence (*colpa grave*) or wilful misconduct (*dolo*); and

(f) to distribute the monies from time to time standing to the credit of the Accounts and such other accounts as may be opened by the Representative of the Noteholders pursuant to paragraphs (a) and

(b) above to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments. For the purposes of this Article 32, all the Noteholders and the Other Issuer Creditors irrevocably appoint, as from the date hereof and with effect on the date on which the Notes will become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes will become due and payable, such monies to be applied in accordance with the applicable Priority of Payments.

TITLE V

GOVERNING LAW AND JURISDICTION

Article 32

Governing law and jurisdiction

These rules and any non-contractual obligations arising out of, or in connection with, them are governed by, and will be construed in accordance with, the laws of Italy.

All disputes arising out of or in connection with these rules, including those concerning their validity, interpretation, performance and termination, shall be exclusively settled by the Courts of Milan.

USE OF PROCEEDS

Monies available to the Issuer on the Issue Date consisting of:

(i) the proceeds from the issue of the Notes, being € 1,185,339,000.00;

(ii) the amount to be drawn down by the Issuer under the Subordinated Loan Agreement on the Issue Date in an amount equal to €31,850,000; and

(iii) the amount of Collections collected by the Servicers on behalf of the Issuer from the Initial Valuation Date to the Business Day immediately preceding the Issue Date, being approximately € 49,951,874.14 plus interest,

will be applied by the Issuer:

(a) to pay C.R.Asti the Purchase Price of the Initial C.R.Asti Claims pursuant to the terms of the C.R.Asti Transfer Agreement;

(b) to pay Biver the Purchase Price of the Initial Biver Claims pursuant to the terms of the Biver Transfer Agreement;

(c) to credit €50,000 to the Expenses Account;

(d) to credit €14,000,000 to the Cash Reserve Account;

(e) to credit €17,800,000 to the Set-off Reserve Account; and

(f) to credit the remainder (if any) to the Collection Account.

THE ISSUER

Introduction

Asti Group PMI S.r.l. (the "**Issuer**") is a limited liability company with sole quotaholder (*società a responsabilità limitata con socio unico*) incorporated in the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"), on 19 December 2016.

In accordance with the Issuer's by-laws, the corporate duration of the Issuer is limited to 2100 and may be extended by the quotaholder's resolution. The Issuer is registered with the companies' register of Rome under number 14109461005, with the register of the special purpose vehicles pursuant to the regulation of the Bank of Italy dated 1 October 2014 under number 35330.0, its tax identification number (*codice fiscale*) and VAT number is 14109461005. The registered office of the Issuer is via Eleonora Duse, 53, 00197 Rome, Italy. The telephone number of the registered office of the Issuer is +39 06 8091531.

The Issuer has no employees.

Shareholding

The authorised, issued and fully paid up equity capital of the Issuer is €10,000. No other amount of equity capital has been agreed to be issued. The Issuer's equity capital is represented by a quota (*partecipazione*) of €10,000 wholly held by Stichting Markerburg, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Hoogoorddreef 15, 1101BA Amsterdam, The Netherlands.

Pursuant to the quotaholder's commitment dated the Signing Date between the Issuer, the Representative of the Noteholders and Stichting Markerburg (the "**Quotaholder's Commitment**"), Stichting Markerburg has agreed to certain provisions in relation to the management of the Issuer. The Quotaholder's Commitment also provides that Stichting Markerburg will not approve the payment of any dividends or any repayment or return of capital by the Issuer prior to the date on which all amounts of principal and interest on the Notes have been paid in full. The Quotaholder's Commitment is governed by Italian law.

Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer, Stichting Markerburg in the Quotaholder's Commitment and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer. To the best of its knowledge, the Issuer is not aware of direct or indirect ownership or control apart from Stichting Markerburg.

Special purpose vehicle

The Issuer has been established as a special purpose vehicle for the purposes of issuing asset-backed securities. The Issuer may carry out other securitisation transactions in addition to the one contemplated in this Prospectus, subject to certain conditions.

Authorisation

The issue of the Notes has been authorised by resolution of the quotaholder's meeting of the Issuer passed on 9 March 2017.

Accounting treatment of the Portfolio

Pursuant to the Bank of Italy's regulations, the accounting information relating to the securitisation of the Claims 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*).

Accounts of the Issuer

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 exception of the first fiscal year which started on 19 December 2016.

Principal activities

The principal corporate objectives of the Issuer, as set out in article 4 of its by-laws (*statuto*), include the acquisition of monetary receivables for the purposes of securitisation transactions and the issuance of asset-backed securities.

So long as any of the Notes remains outstanding, the Issuer shall not, without 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, engage in any activities except pursuant to the Transaction Documents, pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person, or increase its equity capital.

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

Sole director of the Issuer

The sole director of the Issuer is:

Name	Address	Principal activities
Franco Marini	via Eleonora Duse, 53, 00197 Rome, Italy	sole director

No activity is performed outside the Issuer by its sole director which is significant with respect to the Issuer.

Capitalisation and indebtedness statement

The capitalisation and indebtedness of the Issuer as at the date of this Prospectus, adjusted for the issue of the Notes on the Issue Date and the execution of the Subordinated Loan Agreement, are as follows:

	€
Issued equity capital	10,000
€10,000 fully paid up	10,000

Borrowings

€700,000,000 Class A Asset-Backed Floating Rate Notes due 2080	€700,000,000
€485,339,000 Class B Asset-Backed Floating Rate Notes due 2080	€485,339,000
€31,850,000 Subordinated Loan	€31,850,000
Total Notes and Subordinated Loan	€1,217,189,000

Save for the foregoing, at the Issue Date, the Issuer will not have borrowings or indebtedness in the nature 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 and independent auditors' report

Copy of the financial statements of the Issuer for each financial year since the Issuer's incorporation will, when published, be available in physical form for inspection free of charge during usual office hours on any Business Day (excluding public holidays) at the registered office of the Issuer and the Specified Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent (as set forth in Condition 17 (*Notices*)) for the life of this Prospectus.

No financial statements have been issued since the date of the Issuer's incorporation.

The Issuer's accounting reference date is 31 December in each year. The current financial period of the Issuer will end on 31 December 2017.

THE TRANSACTION BANK, THE AGENT BANK, THE COMPUTATION AGENT, THE ITALIAN PAYING AGENT AND THE REPRESENTATIVE OF THE NOTEHOLDERS

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.

BNP Paribas Securities Services has a local presence in 34 countries across five continents, effecting global coverage of more than 100 markets.

At 30 September 2016 BNP Paribas Securities Services has USD 8,521 billion of assets under custody, USD 1,934 billion assets under administration; 10,381 administered funds and 9,530 employees.

BNP Paribas Securities Services currently has long-term senior debt ratings of "A" (stable) from S&P's, "A1" (stable) from Moody's and "A+" (stable) from Fitch.

Fitch	**Moody's**	**S&P**
Short term F1	Short term Prime-1	Short-term A-1
Long term senior debt A+	Long term senior debt A1	Long term senior debt A
Outlook Stable	Outlook Stable	Outlook Stable

BNP Paribas Securities Services, Milan Branch has offices at Piazza Lina Bo Bardi, 3, 20124, Milan, Italy, and registered with the companies' register held in Milan, at number 13449250151, fiscal code and VAT number 13449250151 and enrolled in register of banks held by the Bank of Italy at number 5483. BNP Paribas Securities Services, Milan Branch shall act as Italian Paying Agent, Agent Bank, Computation Agent, Transaction Bank and Representative of the Noteholders pursuant to the Agency and Accounts 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.

THE AGENCY AND ACCOUNTS AGREEMENT

The description of the Agency and Accounts Agreement set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Agency and Accounts Agreement. Prospective Noteholders may inspect a copy of the Agency and Accounts Agreement upon request at the registered office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

(a) the Italian Paying Agent, for the purpose of, *inter alia*, making payment in respect of the Notes;

(b) the Agent Bank, for the purpose of, *inter alia*, determining the rate of interest payable in respect of the Notes;

(c) the Computation Agent, for the purpose of, *inter alia*, determining certain of the Issuer's liabilities and the funds available to pay the same (subject to the receipt of certain information and in reliance thereon as set forth in the Agency and Accounts Agreement);

(d) the Transaction Bank for the purposes of, *inter alia*, establishing, maintaining and operating the Collection Account, the Payments Account, the Expenses Account, the Cash Reserve Account, the Set-off Reserve Account, the Principal Accumulation Account and the Eligible Investments Securities Account (collectively, the "**Accounts**") and managing certain payment and investment services.

Duties of the Transaction Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Transaction Bank the Accounts.

The Transaction Bank will operate each of the Accounts in the name of and on behalf of the Issuer under a power of attorney given to it by the Issuer and will make payments from such Accounts in the amounts set out in the Payments Report or as otherwise permitted in accordance with the terms of the Agency and Accounts Agreement and the other Transaction Documents.

The Transaction Bank has agreed to provide to the Issuer certain services in connection with account handling in relation to the monies from time to time standing to the credit of the Accounts.

In addition, the Transaction Bank will act as custodian of the Eligible Investments selected in accordance with the criteria set out in the Agency and Accounts Agreement from time to time owned by the Issuer.

For a description of the operation of the Accounts and the cash flows through the Accounts, see "*Credit Structure - Cash flow through the Accounts*", above.

In performing its obligations, the Transaction Bank may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent and will not be liable for any omission or error in so doing, except in case of its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

Pursuant to the Agency and Accounts Agreement, the Transaction Bank shall, if so instructed by C.R.Asti, on behalf of the Issuer, invest amounts standing to the credit of the Cash Reserve Account and the Collection Account in Eligible Investments (as defined below) as follows:

(a) the balance of the Cash Reserve Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date;

(b) the balance of the Set-off Reserve Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date;

(c) the balance of the Principal Accumulation Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date; and

(d) the balance of the Collection Account will be invested in Eligible Investments on the first Business Day following the date on which the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, on the last Business Day of each week,

each such date, an "**Investment Date**".

The Transaction Bank shall not credit Eligible Investments unless so instructed by C.R.Asti which, however, may elect to instruct the Transaction Bank as to what Eligible Investments it should purchase from time to time by means of a standing instruction in accordance with the Agency and Accounts Agreement. Such standing instruction may be amended or withdrawn at any time by C.R.Asti.

Duties of the Agent Bank

On each Interest Determination Date, the Agent Bank will, in accordance with Condition 6 (*Interest*), determine EURIBOR and the Rate of Interest applicable to the Notes during the following Interest Period, as well as the Interest Amount and the Interest Payment Date in respect of such Interest Period, all subject to and in accordance with the Conditions, and will notify such amounts to the Issuer, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent, the Arranger, the Italian Paying Agent, the Computation Agent, the Servicers and the Luxembourg Stock Exchange.

Duties of the Computation Agent

The duties of the Computation Agent include the making of certain calculations in respect of the Securitisation. The Computation Agent will make such calculations based on, *inter alia*:

a) the Statements of the Accounts prepared by the Transaction Bank on the Reporting Dates;

b) the Consolidated Servicer Reports prepared by C.R.Asti by no later than the second Business Day following the Reporting Dates;

c) the determinations received from the Agent Bank concerning the Rate of Interest, Interest Amount and Interest Payment Date;

d) the calculations made by each of the Subordinated Loan Providers under the Subordinated Loan Agreement; and

e) the instructions and determinations of the Issuer, Monte Titoli and the Corporate Servicer,

and the Computation Agent shall not be liable for any omission or error in so doing save as caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

The Computation Agent will calculate, *inter alia*, on each Calculation Date:

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iii) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iv) the Principal Amount Outstanding of the Notes of all Classes on the next following Interest Payment Date (after deducting any Principal Payments to be made on that Interest Payment Date);

(v) the Cash Reserve after draw-down and replenishment on the immediately following Interest Payment Date;

(vi) the Interest Amount Arrears, if any, that will arise in respect of one or more Classes of Notes on the immediately following Interest Payment Date;

(vii) the amounts payable to each of the Subordinated Loan Providers under the Subordinated Loan Agreement;

(viii) the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date;

(ix) the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date;

(x) the amount invested in Eligible Investments out of the Cash Reserve Account on the immediately preceding Investment Date;

(xi) the amount invested in Eligible Investments out of the Set-off Reserve Account on the immediately preceding Investment Date;

(xii) the amount invested in Eligible Investments out of the Principal Accumulation Account on the immediately preceding Investment Date;

(xiii) the amount to be credited to the Cash Reserve Account in accordance with the Pre Enforcement Priority of Payments;

(xiv) the amount to be credited to the Set-off Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(xv) the Target Cash Reserve Amount;

(xvi) the Additional Target Cash Reserve Amount;

(xvii) the Target Set-off Reserve amount;

(xviii) the excess Set-off Amount (if any);

(xix) the Purchase Price Capped Amount;

(xx) the Junior Notes Additional Remuneration; and

(xxi) the payments to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Documents (subject to receipt of all relevant information from the relevant parties),

and will determine how the Issuer's funds available for distribution pursuant to the Conditions will be applied, on the immediately following Interest Payment Date pursuant to the applicable Priority of Payments, and will deliver to, *inter alios*, the Servicers, the Italian Paying Agent, the Transaction Bank a report (the "**Payments Report**") setting forth such determinations and amounts.

Upon the occurrence of a Consolidated Servicer Report Delivery Failure Event, the Computation Agent shall promptly inform the Issuer and the Representative of the Noteholders. On or prior to any such Calculation Date, based on the information available as of such date, the Computation Agent will calculate:

(a) the Issuer Available Funds;

(b) the Interest Amounts (if any) due on the Class A Notes any other amount ranking in priority thereto (the amount of which it is aware of) due on the immediately following Interest Payment Date pursuant to the Pre-Enforcement Priority of Payments;

(c) the Target Cash Reserve Amount; and

(d) the Target Set-off Reserve Amount,

the "**Provisional Payments Report**".

On the Calculation Date immediately following the Interest Payment Date on which a Consolidated Servicer Report Delivery Failure Event has occurred, subject to receipt of the relevant Consolidated Servicer Report, the Computation Agent (A) will calculate the amounts from (i) to (xxi) above making any necessary adjustments to take into account any differences and/or discrepancies between (a) the amounts paid on the immediately preceding Interest Payment Date on the basis of the Provisional Payments Report and (b) the actual amounts that would have been due on such Interest Payment Date had the relevant Consolidated Servicer Report been delivered, (B) will determine how the Issuer's funds available for distribution pursuant

to the Agency and Accounts Agreement shall be applied, on the immediately following Interest Payment Date, pursuant to the Pre-Enforcement Priority of Payments taking into account the differences and/or discrepancies identified under (A) above and (C) will deliver to the Italian Paying Agent, the Servicers and the Transaction Bank a report setting forth such determinations and amounts.

In addition to the Payments Report, the Computation Agent will prepare and deliver to, among others, the Issuer, the Representative of the Noteholders, the Arranger, the Servicers, each of the Rating Agencies, any stock exchange on which the Notes are listed, by no later than the second Business Day immediately following each Interest Payment Date, a report substantially in the form set out in the Agency and Accounts Agreement (the "**Investor Report**"). The first Investor Report will be available by no later than two Business Days immediately following the Interest Payment Date falling in July 2017.

The Investor Report will contain details of, *inter alia*, the Claims, amounts received by the Issuer from any source during the preceding Collection Period and amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date

Copies of the Investor Reports will be available, free of charge, at the Specified Offices of the Italian Paying Agent.

The Investor Report will also be available on the website of the Computation Agent, currently at https://gctabsreporting.bnpparibas.com/index.jsp.

Duties of the Italian Paying Agent

The Italian Paying Agent will, on or before each Interest Payment Date, receive from the Transaction Bank, acting in the name and on behalf of the Issuer, the monies necessary to make the payments due on the Notes on the same Interest Payment Date and will apply such funds in or towards such payments as specified in the Payments Report. The Italian Paying Agent will provide the Issuer and the Corporate Servicer with the data necessary to maintain and update the Noteholders' register (*registro degli obbligazionisti*) if so requested by the Corporate Servicer in accordance with Italian law, the Transaction Documents and any other laws and regulations applicable to the Issuer.

The Italian Paying Agent will keep a record of all Notes and of their redemption, purchase, cancellation and repayment and will make such records available for inspection during normal business hours by the Issuer, the Representative of the Noteholders and the Computation Agent.

In performing their obligations, the Italian Paying Agent may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent, and will not be liable for any omission or error in so doing save as caused by their own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

Rating downgrade provisions

If the Transaction Bank ceases to be an Eligible Institution,

(a) the Transaction Bank will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days' from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank:

  (i) approved by the Representative of the Noteholders and the Issuer; and

  (ii) which is an Eligible Institution willing to act as successor Transaction Bank thereunder; and

(b) the Issuer will, by no later than 30 (thirty) calendar days' from the date on which the relevant downgrading occurs,

  (i) appoint the successor Transaction Bank which meets the requirements set out above (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) which, on or before the replacement of the Transaction Bank, shall agree to become bound by the provisions of this Agreement, the Intercreditor Agreement and of any other agreement providing for, mutatis mutandis, the same obligations contained in this Agreement for the Transaction Bank;

(ii) open a replacement Cash Reserve Account, a replacement Collection Account, a replacement Expenses Account, a replacement Eligible Investments Securities Account, a replacement Payments Account, a replacement Set-off Reserve Account and a replacement Principal Accumulation Account with the successor Transaction Bank specified in (a) above;

(iii) transfer the balance standing to the credit of the Cash Reserve Account, the Collection Account, the Expenses Account, the Eligible Investments Securities Account, the Payments Account, the Set-off Reserve Account and the Principal Accumulation Account to the credit of each of the relevant replacement accounts set out above;

(iv) instruct the Servicers to credit any Collection to the replacement Collection Account opened with the successor Transaction Bank;

(v) close the Cash Reserve Account, the Collection Account, the Expenses Account, the Eligible Investments Securities Account, the Set-off Reserve Account, the Payments Account and the Principal Accumulation Account once the steps under (i), (ii) and (iii) are completed; and

(vi) terminate the appointment of the Transaction Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the selection of a successor Transaction Bank (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Transaction Bank) under (a) above and the transfer of funds referred under (b) above shall be borne by the Transaction Bank.

If the Italian Paying Agent ceases to be an Eligible Institution, the Issuer will, by no later than 30 (thirty) calendar days from the date when the Italian Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Italian Paying Agent and appoint a substitute Italian Paying Agent which is an Eligible Institution, provided that the administrative costs incurred with respect to the selection of a successor Italian Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Italian Paying Agent) shall be borne by the Italian Paying Agent.

General Provisions

The Italian Paying Agent, the Agent Bank, the Computation Agent and the Transaction Bank (collectively referred to as the "**Agents**") will act as agents solely of the Issuer and will not assume any obligation towards, or relationship of agency or trust for or with, any of the Noteholders. Each of the Issuer and the Representative of the Noteholders has agreed that it will not consent to any amendment to the Conditions that materially affects the obligations of any of the Agents without such Agent's prior written consent (such consent not to be unreasonably withheld).

The Issuer has undertaken to indemnify each of the Agents and their respective directors, officers, employees and controlling persons against all losses, liabilities, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of, or the exercise of the powers and duties by, any Agent, except as may result from its wilful misconduct (*dolo*) or gross negligence (*colpa grave*), or that of its directors, officers, employees or controlling persons or any of them, or breach by it of the terms of the Agency and Accounts Agreement.

In return for the services so provided, the Agents will receive commissions in respect of the services of such Agents agreed on or about the Signing Date between the Issuer and the Agents, payable by the Issuer in accordance with the Priority of Payments, except that certain fees may be paid up-front on or around the Issue Date.

The appointment of any Agent may be terminated by the Issuer (with the prior written approval of the Representative of the Noteholders) upon 45 days' written notice or upon the occurrence of certain events of default or insolvency or of similar events occurring in relation to such Agent.

If any of the Agents will resign or be removed, the Issuer will promptly and in any event within 30 (thirty) days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to

appoint a successor within such period, the Italian Paying Agent may select a leading bank approved by the Representative of the Noteholders to act as the relevant Agent and the Issuer will appoint that bank as the successor Agent.

The Agency and Accounts Agreement is governed by Italian law.

THE TRANSFER AGREEMENTS

The description of the Transfer Agreements set out below is an overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the relevant Transfer Agreement. Prospective Noteholders may inspect a copy of each Transfer Agreement upon request at the registered office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent. In the summary below, capitalised terms shall have the same meanings as in the Conditions, unless otherwise defined below or the context requires otherwise.

Transfer of the Claims

On the Initial Execution Date, the Issuer, on the one hand, and each of C.R.Asti and Biver, on the other hand, entered into two separate transfer agreements (each of them, as subsequently amended on the Signing Date, respectively, the "**C.R.Asti Transfer Agreement**" and the "**Biver Transfer Agreement**" and, collectively, the "**Transfer Agreements**").

Pursuant to the C.R.Asti Transfer Agreement (i) the Issuer acquired from C.R.Asti without recourse (*pro soluto*), in accordance with the Securitisation Law, the Initial C.R.Asti Claims and other connected rights arising out of an initial portfolio consisting of unsecured loans (*mutui chirografari*), mortgage loans (*mutui ipotecari*) and mortgage loans executed in accordance with the provisions on *credito fondiario* (*mutui fondiari*) owed to C.R.Asti and (ii) the Issuer and C.R.Asti have agreed the terms and conditions upon which, on a quarterly basis during the Revolving Period, C.R.Asti may offer for sale to the Issuer without recourse (*pro soluto*), and the Issuer shall purchase from C.R.Asti without recourse (*pro soluto*), in accordance with the Securitisation Law, Subsequent C.R.Asti Claims and other connected rights having substantially the same characteristics as the Initial C.R.Asti Claims and arising out of additional portfolios consisting of unsecured loans (*mutui chirografari*), mortgage loans (*mutui ipotecari*) and mortgage loans executed in accordance with the provisions on *credito fondiario* (*mutui fondiari*) owed to C.R.Asti.

Pursuant to the Biver Transfer Agreement (i) the Issuer acquired from Biver without recourse (*pro soluto*), in accordance with the Securitisation Law, the Initial Biver Claims and other connected rights arising out of an initial portfolio consisting of unsecured loans (*mutui chirografari*), mortgage loans (*mutui ipotecari*) and mortgage loans executed in accordance with the provisions on *credito fondiario* (*mutui fondiari*) owed to Biver and (ii) the Issuer and Biver have agreed the terms and conditions upon which, on a quarterly basis during the Revolving Period, Biver may offer for sale to the Issuer without recourse (*pro soluto*), and the Issuer shall purchase from Biver without recourse (*pro soluto*), in accordance with the Securitisation Law, Subsequent Biver Claims and other connected rights having substantially the same characteristics as the Initial Biver Claims and arising out of additional portfolios consisting of unsecured loans (*mutui chirografari*), mortgage loans (*mutui ipotecari*) and mortgage loans executed in accordance with the provisions on *credito fondiario* (*mutui fondiari*) owed to Biver.

In particular, subject to the terms and conditions of the relevant Transfer Agreement, from time to time during the Revolving Period, each Originator will be entitled to offer for sale to the Issuer, and the Issuer will have to purchase from the relevant Originator, in accordance with the Securitisation Law, Subsequent C.R.Asti Claims or, as applicable, Subsequent Biver Claims provided that the sale conditions set forth under article 2.7 of the relevant Transfer Agreement are met and no Purchase Termination Event has occurred. In this respect, please see sections "*The Portfolio*" above and "*Terms and Conditions of the Notes*" above.

Under the relevant Transfer Agreement, the relevant Originator passed title to the relevant Initial Claims to the Issuer on the Initial Execution Date but with economic effect as of the Initial Valuation Date (excluded). Schedule 1 to each Transfer Agreement contains a list of the relevant Loans and the Initial Claims arising thereunder which have been transferred to the Issuer under the relevant Transfer Agreement. The information concerning the relevant Loans and the Initial Claims (*e.g.* the outstanding balance, accrued interest etc.) contained in schedule 1 to each Transfer Agreement reflect the composition of the Initial Portfolio as at the Initial Valuation Date.

The information and statistical data contained in certain tables in the section headed "*The Portfolio*" above, on the other hand, do not necessarily reflect the composition of the Initial Portfolio either on the Initial Valuation Date or on the Issue Date.

Under the terms of the relevant Transfer Agreement and each relevant Sale Agreement, the relevant Originator will pass title to the relevant Subsequent Claims to the Issuer on the relevant Subsequent Transfer Date but with economic effect as of the relevant Valuation Date (excluded). The relevant Loans and the Subsequent Claims arising thereunder will be listed in a schedule to the relevant Sale Agreement.

The Criteria

Pursuant to the C.R.Asti Transfer Agreement, C.R.Asti has represented and warranted that

(a) the Initial C.R.Asti Claims have been selected, and the Subsequent C.R.Asti Claims will be selected, by it as at the relevant Valuation Date on the basis of the objective criteria listed in schedule 2 – part 1 of the C.R.Asti Transfer Agreement (the "**C.R.Asti Common Criteria**"), which shall be met in respect of both the Initial C.R.Asti Claims and the Subsequent C.R.Asti Claims;

(b) the Initial C.R.Asti Claims have been selected by it by applying on the Initial Valuation Date, in addition to the C.R.Asti Common Criteria, also the objective criteria listed in schedule 2 – part 2 of the C.R.Asti Transfer Agreement (the "**C.R.Asti Initial Specific Criteria**" and, together with the C.R.Asti Common Criteria, the "**C.R.Asti Initial Criteria**"); and

(c) the Subsequent C.R.Asti Claims will be selected by it by applying on each relevant Valuation Date, in addition to the C.R.Asti Common Criteria, also the objective criteria which will be listed (along with the C.R.Asti Common Criteria) in the relevant Sale Offer (the "**C.R.Asti Subsequent Specific Criteria**" and, together with the C.R.Asti Common Criteria, the "**C.R.Asti Subsequent Criteria**"). The C.R.Asti Subsequent Specific Criteria will be from time to time identified by C.R.Asti to supplement the C.R.Asti Common Criteria among the objective criteria listed in schedule 2 – part 3 of the C.R.Asti Transfer Agreement (as they may be amended by the Issuer and C.R.Asti in accordance with the provisions of the C.R.Asti Transfer Agreement).

The C.R.Asti Initial Criteria and the C.R.Asti Subsequent Criteria are collectively referred to as the "**C.R.Asti Criteria**".

Pursuant to the Biver Transfer Agreement, Biver has represented and warranted that

(a) the Initial Biver Claims have been selected, and the Subsequent Biver Claims will be selected, by it as at the relevant Valuation Date on the basis of the objective criteria listed in schedule 2 – part 1 of the Biver Transfer Agreement (the "**Biver Common Criteria**"), which shall be met in respect of both the Initial Biver Claims and the Subsequent Biver Claims;

(b) the Initial Biver Claims have been selected by it by applying on the Initial Valuation Date, in addition to the Biver Common Criteria, also the objective criteria listed in schedule 2 – part 2 of the Biver Transfer Agreement (the "**Biver Initial Specific Criteria**" and, together with the Biver Common Criteria, the "**Biver Initial Criteria**"); and

(c) the Subsequent Biver Claims will be selected by it by applying on each relevant Valuation Date, in addition to the Biver Common Criteria, also the objective criteria which will be listed (along with the Biver Common Criteria) in the relevant Sale Offer (the "**Biver Subsequent Specific Criteria**" and, together with the Biver Common Criteria, the "**Biver Subsequent Criteria**"). The Biver Subsequent Specific Criteria will be from time to time identified by Biver to supplement the Biver Common Criteria among the objective criteria listed in schedule 2 – part 3 of the Biver Transfer Agreement (as they may be amended by the Issuer and Biver in accordance with the provisions of the Biver Transfer Agreement).

The Biver Initial Criteria and the Biver Subsequent Criteria are collectively referred to as the "**Biver Criteria**". The Biver Criteria and the C.R.Asti Criteria are collectively referred to as the "**Criteria**". See also section "*The Portfolio*" above.

The C.R.Asti Criteria

The C.R.Asti Common Criteria

The Initial C.R.Asti Claims comprise, and the Subsequent C.R.Asti Claims will comprise, all and only the monetary claims arising from Loans owned by Cassa di Risparmio di Asti S.p.A. on the relevant Valuation Date and which, on the relevant Valuation Date (unless otherwise provided), met or, as applicable, will meet the following objective criteria (to be deemed cumulative unless otherwise provided):

1) loans under which the principal debtor (or principal debtors if the relevant loans have been granted to two or more persons), also where an *accollo liberatorio* arrangement has been made, falls within one of the following categories: individual (*persona fisica*), limited liability companies organised in the form of *società per azioni, società a responsabilità limitata, società in accomandita per azioni*, unlimited liability companies organised in the form of *società in accomandita semplice, società in nome collettivo, società semplice* or in the form of *associazione professionale* or *ente con personalità giuridica* or *ente privo di personalità giuridica* or *società cooperativa* or consortium (*consorzio*);

2) loans under which the principal debtor (or principal debtors if the relevant loans have been granted to two or more persons), also where an *accollo liberatorio* arrangement has been made, are all resident in Italy;

3) loans which are entirely disbursed and in relation to which there is no obligation or possibility to make additional disbursements;

4) loans providing for a contractual rate of interest which falls within one of the following categories:

   (a) fixed rate loans. "**Fixed rate loans**" means those loans which provide for a rate of interest, contractually agreed, that does not vary for the residual life of the loan and that is higher than zero per cent. per annum;

   (b) floating rate loans which provide for a spread over the relevant reference index higher than zero per cent. per annum. "**Floating rate loans**" means those loans providing for a rate of interest linked to euribor;

   (c) "mixed" loans which provide, in favour of the debtor, for an option to switch, at his own discretion, at certain expiry dates scheduled in advance, from a fixed interest rate to a floating interest rate, calculated with reference to euribor, with a spread over the relevant reference index higher than zero per cent. per annum and vice versa. Should the borrower not exercise the option within the contractually agreed terms, the loan will automatically switch to a floating interest rate, calculated with reference to euribor, with a spread over the relevant reference index higher than zero per cent. per annum, until the following option right's exercise date;

5) loans having an outstanding principal amount (including the principal component of any instalment which has fallen due but has not yet been paid) higher than or equal to Euro 5,000 and lower than or equal to Euro 12,000,000;

6) loans which are denominated in Euro (or originally disbursed in Italian Lire and subsequently re-denominated in Euro);

7) loans which are governed by Italian law;

8) loans which, as at the relevant Valuation Date, have at least one instalment (inclusive of a principal component or even inclusive of an interest component only) entirely paid;

9) loans which provide for the repayment of principal (i) through a sole instalment (*in unica soluzione*), or (ii) through several instalments comprising increasing principal components (*in quote di capitale crescente*), or (iii) according to a customised amortisation plan, or (iv) through the so called "constant instalment" method, namely those loans in relation to which the final maturity date may vary up to the maximum final maturity date provided for under the relevant loan agreements as a result of the

increase of the interest rate applicable to the relevant loans, in accordance with the terms of the relevant loan agreements.

Limited to the portion of the Portfolio comprising *mutui ipotecari* and *mutui fondiari*, the monetary claims arise from Loans owned by Cassa di Risparmio di Asti S.p.A. which, in addition to the above mentioned objective criteria, meet each of the following additional objective criteria as at the relevant Valuation Date (to be deemed cumulative unless otherwise provided):

10) *ipotecari* mortgage loans or mortgage loans executed in accordance with the provisions on *credito fondiario* pursuant to article 38 et subs. of the Italian legislative decree No. 385 of 1 September 1993 (the "**Banking Act**");

11) mortgage loans which are secured by a mortgage which at the date of granting was economically a first ranking priority mortgage (*ipoteca di primo grado economico*) or a mortgage with a subordinate ranking (*ipoteca di grado legale successivo al primo*). An "economically first raking priority mortgage" (*ipoteca di primo grado economico*) means:

    (a) a first-ranking priority voluntary mortgage (*ipoteca volontaria di primo grado legale*); or

    (b) a voluntary mortgage with subordinate ranking (*ipoteca volontaria di grado legale successivo al primo*) where (A) the mortgages ranking in priority thereto have been cancelled or (B) the debts secured by the mortgages raking in priority to it have been fully repaid;

12) mortgage loans secured by a mortgage created over real estate assets located in the Republic of Italy;

13) mortgage loans secured by a mortgage hardened (*consolidata*) by the relevant Valuation Date (inclusive).

The C.R.Asti Claims do not comprise those monetary claims arising out of Loans which albeit owned by Cassa di Risparmio di Asti S.p.A. on the relevant Valuation Date, and meeting the objective criteria set out above, also meet as at the relevant Valuation Date (unless otherwise provided) one or more of the following criteria:

14) loans granted to, or assumed by (*accollati da*), persons being employees or managers (*esponenti bancari*) (pursuant to article 136 of the Banking Act) of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant loan was granted to two or more persons, one of which was not an employee or a manager of Cassa di Risparmio di Asti S.p.A.)

15) loans granted pursuant to certain agreements executed between Cassa di Risparmio di Asti S.p.A. and the relevant labour unions to individuals who (a) as at the execution date, or assumption (*accollo*), of the relevant loan were employees of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant loan was granted to two or more individuals, one of which was not an employee of Cassa di Risparmio di Asti S.p.A.) and (b) are no longer employees of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group but maintain the benefit of the original contractual provisions of those loans;

16) loans granted under any applicable law or regulation of the European Union, the Republic of Italy (including law 25 July 1952, No. 949) or an Italian region, providing financial support of any kind with regards to principal and/or interest to the relevant borrower (so called "*mutui agevolati*");

17) loans granted for the installation of photovoltaic power plants, secured by the assignment of the claims arising from the "*tariffe incentivanti in conto energia*" disbursed by the "*Gestore dei Servizi Elettrici*" (GSE);

18) loans granted in pool with other companies or financial institutions;

19) loans granted to, or assumed (*accollati*) by, ecclesiastic entities (*enti ecclesiastici*);

20) loans granted to, or assumed (*accollati*) by, public entities (*enti pubblici*);

21) loans granted to the relevant principal debtor (or principal debtors if the relevant loans have been granted to two or more persons) to finance the payment of the "year-end bonus" ("*tredicesima mensilità*" and/or "*quattordicesima mensilità*") to its employees;

22) loans classified, as at the relevant execution date, as "*agrari*" loans in accordance with articles 43, 44 and 45 of the Banking Act, which are not granted on a short term basis or, if granted on a short term basis, which benefit from financial support of any kind with regards to principal and/or interest provided to the relevant borrower by public entities;

23) loans secured by a mortgage created over real estate assets located in the Republic of Italy which are classified exclusively as residential and entered into with, or assumed (*accollati*) by, one or more persons that, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan and in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments, have been classified as:

    (a) "SAE 600" code (*Famiglie consumatrici*): this category includes individuals or a group of individuals whose main activity consist of the act of consuming goods and, in particular, workers, employees, retired persons, "*redditieri*", beneficiaries of other incomes and, in general, individuals that cannot be considered as entrepreneurs or small entrepreneurs ("*piccoli imprenditori*")); or

    (b) "SAE 614" code (*Artigiani*); or

    (c) "SAE 615" code (*Altre famiglie produttrici*);

24) loans entered into with, or assumed (*accollati*) by, one or more persons each classified, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan, as "SAE 600" code (*Famiglie consumatrici*) in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments (such category includes individuals or a group of individuals whose main activity consist of the act of consuming goods and, in particular, workers, employees, retired persons, "*redditieri*", beneficiaries of other incomes and, in general, individuals that cannot be considered as entrepreneurs or small entrepreneurs ("*piccoli imprenditori*")) and that does not carry out enterprise activity;

25) loans deriving from the apportionment into quotas (*suddivisione in quote*) of a pre-existing loan in relation to which Cassa di Risparmio di Asti S.p.A. has not been notified of any *accollo* arrangement;

26) secured loans entered into with, or assumed (*accollati*) by, one or more persons that, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan and in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments, have been classified as "SAE 250" code (*Fondazioni bancarie*), "SAE 263" code (*Società di credito al consumo*), "SAE 267" code (*Altri organismi di investimento collettivo del risparmio*), "SAE 268" code (*Altre finanziarie*), "SAE 270" code (*Società di gestione fondi*), "SAE 284" code (*Altri ausiliari finanziari*), "SAE 285" code (*Holding operative finanziarie*) and "SAE 287" code (*Società di partecipazione (holding) di gruppi finanziari*);

27) loans that as at the relevant Valuation Date had at least one instalment, even inclusive of the interest component only, due and unpaid (in full or in part) for more than 31 days;

28) loans under which the principal debtor (or one or more of the principal debtors in those circumstances in which the relevant loans have been granted to two or more persons) is, as at the relevant Valuation Date, classified under one of the following categories:

    (a) "defaulted" (*sofferenza*)";

    (b) "*sofferenza a sistema*";

    (c) "*inadempienza probabile revocata*";

(d) "*inadempienza probabile forborne* (*credito ristrutturato*)", as defined by the Bank of Italy regulations;

(e) "past due";

(f) "unlikely-to-pay (*inadempienze probabili* (*incagliato*))";

(g) "*potenziale past due*";

by Cassa di Risparmio di Asti S.p.A., provided that, with reference to the categories of paragraph (e), (f) and (g) of the present criterion, the respective classification as "past due" (as defined by the Bank of Italy regulations), "*inadempienza probabile (incagliato)*", or "*potenziale past due*", has been communicated to the relevant debtor (or one or more of the principal debtors in those circumstances in which the relevant loans have been granted to two or more persons) by registered mail with return receipt bearing a date preceding the publication of these criteria in the Italian Official Gazette;

29) loans granted to individuals (*persone fisiche*) for purposes different from their entrepreneurial (*imprenditoriale*), commercial (*commerciale*), working (*artigianale*) or professional (*professionale*) activity; and

30) loans in relation to which the relevant debtor (i) is benefiting from the suspension of the payment of the instalments or (ii) from the suspension of the payment of the principal component comprised in the relevant instalments as a result of (a) the so called "*Accordo per il Credito 2015 Imprese in ripresa*" arrangement entered into on 31 March 2015 by and between the Italian Banking Association (*Associazione Bancaria Italiana*) and the enterprises' associations, or (b) suspension of payment agreements promoted by Cassa di Risparmio di Asti S.p.A.; or (iii) has the right to benefit from the suspension of payments under (i) and (ii) above starting from a date following the relevant Valuation Date as a consequence of a resolution passed by Cassa di Risparmio di Asti S.p.A. by no later than such Valuation Date and notified by Cassa di Risparmio di Asti S.p.A. to the relevant debtor;

C.R.Asti Initial Specific Criteria

The Initial C.R.Asti Claims comprise all and only the monetary claims arising from Loans owned by Cassa di Risparmio di Asti S.p.A. which, on 31 December 2016 (the "**C.R.Asti Initial Valuation Date**"), inclusive (unless otherwise provided), met, in addition to the C.R.Asti Common Criteria, also the following objective criteria (to be deemed cumulative unless otherwise provided):

1) mortgage loans (*mutui ipotecari*) executed by Cassa di Risparmio di Asti S.p.A. in the period between between 1 January 1999 (inclusive) and 31 October 2016 (inclusive) and unsecured loans (*mutui chirografari*) executed by Cassa di Risparmio di Asti S.p.A. in the period between 1 January 1999 (inclusive) and 31 October 2016 (inclusive). This criterion shall be deemed satisfied also in relation to those loans that have been the object of an *accollo* arrangement notified to Cassa di Risparmio di Asti S.p.A. in the period between 1 January 1999 (included) and 31 October 2016 (included) as to mortgage loans (*mutui ipotecari*) and between 1 January 1999 (included) and 31 December 2016 as to unsecured loans (*mutui chirografari*);

2) loans having at least an instalment, even inclusive of an interest component only, entirely paid and providing for (i) the repayment of principal through a sole instalment (*in unica soluzione*), or (ii) the repayment of principal through several instalments comprising increasing principal components (*in quote di capitale crescente*) in relation to which the payment of the first principal instalment is due by no later than 31 December 2017, or (iii) the repayment of principal according to a customised amortisation plan in relation to which the payment of the first principal instalment is due by no later than 31 December 2017, or (iv) the repayment of principal through the so called "constant instalment" method, namely those loans in relation to which the final maturity date may vary up to the maximum final maturity date provided for under the relevant loan agreements as a result of the increase of the interest rate applicable to the relevant loans, in accordance with the terms of the relevant loan agreements, and in relation to which the payment of the first principal instalment is due by no later than 31 December 2017.

The Initial C.R.Asti Claims do not comprise those monetary claims arising out of Loans which albeit owned by Cassa di Risparmio di Asti S.p.A. on the C.R.Asti Initial Valuation Date, and meeting the objective criteria set out above, also met as at the C.R.Asti Initial Valuation Date (unless otherwise provided) one or more of the following criteria:

1) mortgage loans that as at 31 October 2016 had two or more instalments, even inclusive of the interest component only, due and unpaid (in full or in part);

2) loans that as at the C.R.Asti Initial Valuation Date had one instalment, even inclusive of the interest component only, due and unpaid (in full or in part) for more than 31 days;

3) loans whose final maturity date falls on or before 31 January 2017;

4) loans in relation to which the relevant debtor benefited by 31 October 2016 of a suspension of payments as a consequence of a resolution passed by Cassa di Risparmio di Asti S.p.A. by no later than 31 October 2016 and did not entirely pay at least one instalment in the period between 1 November 2016 (inclusive) and the C.R.Asti Initial Valuation Date (inclusive);

5) loans executed on 10 April 2006 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "Agenzia Sede" in Asti (identification number 1);

6) loans executed on 2 August 2011 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "Agenzia Sede" in Asti (identification number 1);

7) loans executed on 19 April 2012 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Villafranca d'Asti (identification number 31);

8) loans executed on 8 October 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Cisterna d'Asti (identification number 43);

9) loans executed on 11 December 2009 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Quarto (Asti) (identification number 49);

10) loans executed on 13 December 2006 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Rivoli (Torino) (identification number 89);

11) loans executed on 7 March 2011 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Calamandrana (Asti) (identification number 92);

12) loans executed on 30 December 2005 named as "*Investimpresa fondiario tasso variabile*" and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Collegno (Torino) (identification number 105);

13) loans executed on 9 July 2008 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Saluzzo (Cuneo) (identification number 126);

14) loans executed on 3 July 2015 (*atto iniziale – SAL*) and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Cuneo (identification number 139);

15) loans executed on 26 September 2011 (*atto iniziale – SAL*) and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Mondovì (Cuneo) (identification number 140), in relation to which *accollo* arrangements have been subsequently made as a result of sale and purchase agreements executed on 7 October 2013;

16) loans executed on 17 September 2011 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Valenza (identification number 142);

17) loans executed on 9 March 2015 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "*Agenzia di città*" No. 4 (Asti) (identification number 35);

18) loans executed on 21 April 2015 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Moncalvo (Asti) (identification number 18);

19) loans executed on 12 November 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Boglietto (Asti) (identification number 33);

20) loans executed on 19 November 2015 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Casale Monferrato (Alessandria) (identification number 84);

21) loans executed on 29 December 2008 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Chieri (Torino) (identification number 103), in relation to which *accollo* arrangements have been subsequently made as a result of sale and purchase agreements executed on 28 May 2013;

22) loans executed on 7 July 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Collegno (Torino) (identification number 105);

23) loans executed on 5 August 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Voghera (Pavia) (identification number 145);

24) loans executed on 27 September 2016 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "*Agenzia di città*" No. 5 (Asti) (identification number 39);

25) loans executed on 24 June 2015 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. in Nizza Monferrato (Asti) (identification number 60), in relation to which *accollo* arrangements have been subsequently made as a result of sale and purchase agreements executed on 13 October 2015;

26) loans executed on 29 December 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "*Torino 2*" (Torino) (identification number 115), in relation to which no *accollo* arrangements have been subsequently made;

27) loans executed on 21 January 2015 with duration shorter than 30 years and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "*Torino 2*" (Torino) (identification number 115);

28) loans executed on 29 May 2014 and disbursed by the branch of Cassa di Risparmio di Asti S.p.A. "*Agenzia di città*" No. 3 (Asti) (identification number 32);

The Biver Criteria

The Biver Common Criteria

The Initial Biver Claims comprise, and the Subsequent Biver Claims will comprise, all and only the monetary claims arising from Loans owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. on the relevant Valuation Date and which, on the relevant Valuation Date (unless otherwise provided), met or, as applicable, will meet the following objective criteria (to be deemed cumulative unless otherwise provided):

1) loans under which the principal debtor (or principal debtors if the relevant loans have been granted to two or more persons), also where an *accollo liberatorio* arrangement has been made, falls within one of the following categories: individual (*persona fisica*), limited liability companies organised in the form of *società per azioni, società a responsabilità limitata, società in accomandita per azioni*, unlimited liability companies organised in the form of *società in accomandita semplice, società in nome collettivo, società semplice* or in the form of *associazione professionale* or *ente con personalità giuridica* or *ente privo di personalità giuridica* or *società cooperativa* or consortium (*consorzio*);

2) loans under which the principal debtor (or principal debtors if the relevant loans have been granted to two or more persons), also where an *accollo liberatorio* arrangement has been made, are all resident in Italy;

3) loans which are entirely disbursed and in relation to which there is no obligation or possibility to make additional disbursements;

4) loans providing for a contractual rate of interest which falls within one of the following categories:

    (a) fixed rate loans. "**Fixed rate loans**" means those loans which provide for a rate of interest, contractually agreed, that does not vary for the residual life of the loan and that is higher than zero per cent. per annum;

(b) floating rate loans which provide for a spread over the relevant reference index higher than zero per cent. per annum. "**Floating rate loans**" means those loans providing for a rate of interest linked to euribor;

(c) "mixed" loans which provide, in favour of the debtor, for an option to switch, at his own discretion, at certain expiry dates scheduled in advance, from a fixed interest rate to a floating interest rate, calculated with reference to euribor, with a spread over the relevant reference index higher than zero per cent. per annum and vice versa. Should the borrower not exercise the option within the contractually agreed terms, the loan will automatically switch to a floating interest rate, calculated with reference to euribor, with a spread over the relevant reference index higher than zero per cent. per annum, until the following option right's exercise date;

5) loans having an outstanding principal amount (including the principal component of any instalment which has fallen due but has not yet been paid) higher than or equal to Euro 5,000 and lower than or equal to Euro 9,000,000;

6) loans which are denominated in Euro (or originally disbursed in Italian Lire and subsequently re-denominated in Euro);

7) loans which are governed by Italian law;

8) loans which, as at the relevant Valuation Date, have at least one instalment (inclusive of a principal component or even inclusive of an interest component only) entirely paid;

9) loans which provide for the repayment of principal (i) through a sole instalment (*in unica soluzione*), or (ii) through several instalments comprising increasing principal components (*in quote di capitale crescente*), or (iii) according to a customised amortisation plan, or (iv) through the so called "constant instalment" method, namely those loans in relation to which the final maturity date may vary up to the maximum final maturity date provided for under the relevant loan agreements as a result of the increase of the interest rate applicable to the relevant loans, in accordance with the terms of the relevant loan agreements.

Limited to the portion of the Portfolio comprising *mutui ipotecari* and *mutui fondiari*, the monetary claims arise from Loans owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. which, in addition to the above mentioned objective criteria, meet each of the following additional objective criteria as at the relevant Valuation Date (to be deemed cumulative unless otherwise provided):

10) *ipotecari* mortgage loans or mortgage loans executed in accordance with the provisions on *credito fondiario* pursuant to article 38 et subs. of the Banking Act;

11) mortgage loans which are secured by a mortgage which at the date of granting was economically a first ranking priority mortgage (*ipoteca di primo grado economico*) or a mortgage with a subordinate ranking (*ipoteca di grado legale successivo al primo*). An "economically first raking priority mortgage" (*ipoteca di primo grado economico*) means:

(a) a first-ranking priority voluntary mortgage (*ipoteca volontaria di primo grado legale*); or

(b) a voluntary mortgage with subordinate ranking (*ipoteca volontaria di grado legale successivo al primo*) where (A) the mortgages ranking in priority thereto have been cancelled or (B) the debts secured by the mortgages raking in priority to it have been fully repaid;

12) mortgage loans secured by a mortgage created over real estate assets located in the Republic of Italy;

13) mortgage loans secured by a mortgage hardened (*consolidata*) by the relevant Valuation Date (inclusive).

The Biver Claims do not comprise those monetary claims arising out of Loans which albeit owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. on the relevant Valuation Date, and meeting the objective criteria set out above, also meet as at the relevant Valuation Date (unless otherwise provided) one or more of the following criteria:

14) loans granted to, or assumed by (*accollati da*), persons being employees or managers (*esponenti bancari*) (pursuant to article 136 of the Banking Act) of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant loan was granted to two or more persons, one of which was not an employee or a manager of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.)

15) loans granted pursuant to certain agreements executed between Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. and the relevant labour unions to individuals who (a) as at the execution date, or assumption (*accollo*), of the relevant loan were employees of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant loan was granted to two or more individuals, one of which was not an employee of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.) and (b) are no longer employees of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group but maintain the benefit of the original contractual provisions of those loans;

16) loans granted under any applicable law or regulation of the European Union, the Republic of Italy (including law 25 July 1952, No. 949) or an Italian region, providing financial support of any kind with regards to principal and/or interest to the relevant borrower (so called "*mutui agevolati*");

17) loans granted for the installation of photovoltaic power plants, secured by the assignment of the claims arising from the "*tariffe incentivanti in conto energia*" disbursed by the "*Gestore dei Servizi Elettrici*" (GSE);

18) loans granted in pool with other companies or financial institutions;

19) loans granted to, or assumed (*accollati*) by, ecclesiastic entities (*enti ecclesiastici*);

20) loans granted to, or assumed (*accollati*) by, public entities (*enti pubblici*);

21) loans granted to the relevant principal debtor (or principal debtors if the relevant loans have been granted to two or more persons) to finance the payment of the "year-end bonus" ("*tredicesima mensilità*" and/or "*quattordicesima mensilità*") to its employees;

22) loans classified, as at the relevant execution date, as "*agrari*" loans in accordance with articles 43, 44 and 45 of the Banking Act, which are not granted on a short term basis or, if granted on a short term basis, which benefit from financial support of any kind with regards to principal and/or interest provided to the relevant borrower by public entities;

23) loans secured by a mortgage created over real estate assets located in the Republic of Italy which are classified exclusively as residential and entered into with, or assumed (*accollati*) by, one or more persons that, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan and in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments, have been classified as:

    (a) "SAE 600" code (*Famiglie consumatrici*): this category includes individuals or a group of individuals whose main activity consist of the act of consuming goods and, in particular, workers, employees, retired persons, "*redditieri*", beneficiaries of other incomes and, in general, individuals that cannot be considered as entrepreneurs or small entrepreneurs ("*piccoli imprenditori*")); or

    (b) "SAE 614" code (*Artigiani*); or

    (c) "SAE 615" code (*Altre famiglie produttrici*);

24) loans entered into with, or assumed (*accollati*) by, one or more persons each classified, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan, as "SAE 600" code (*Famiglie consumatrici*) in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments (such category includes individuals or a group of individuals whose main activity consist of the act of consuming goods and, in particular, workers, employees, retired persons, "*redditieri*", beneficiaries of other incomes and, in general, individuals that cannot be considered as entrepreneurs or small entrepreneurs ("*piccoli imprenditori*")) and that does not carry out enterprise activity;

25) loans deriving from the apportionment into quotas (*suddivisione in quote*) of a pre-existing loan in relation to which Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. has not been notified of any *accollo* arrangement;

26) secured loans entered into with, or assumed (*accollati*) by, one or more persons that, on or about the date of signing of the relevant loan or at any time thereafter during the life of the relevant loan and in accordance with the Bank of Italy's guidelines (*Istruzioni relative alla classificazione della clientela per settori e gruppi di attività economica*) published in the Bank of Italy's circular No. 140 of 1991 and subsequent amendments, have been classified as "SAE 250" code (*Fondazioni bancarie*), "SAE 263" code (*Società di credito al consumo*), "SAE 267" code (*Altri organismi di investimento collettivo del risparmio*), "SAE 268" code (*Altre finanziarie*), "SAE 270" code (*Società di gestione fondi*), "SAE 284" code (*Altri ausiliari finanziari*), "SAE 285" code (*Holding operative finanziarie*) and "SAE 287" code (*Società di partecipazione (holding) di gruppi finanziari*);

27) loans that as at the relevant Valuation Date had at least one instalment, even inclusive of the interest component only, due and unpaid (in full or in part) for more than 31 days;

28) loans under which the principal debtor (or one or more of the principal debtors in those circumstances in which the relevant loans have been granted to two or more persons) is, as at the relevant Valuation Date, classified under one of the following categories:

    (a) "defaulted" (*sofferenza*)";

    (b) "*sofferenza a sistema*";

    (c) "*inadempienza probabile revocata*";

    (d) "*inadempienza probabile forborne* (*credito ristrutturato*)", as defined by the Bank of Italy regulations;

    (e) "past due";

    (f) "unlikely-to-pay (*inadempienze probabili* (*incagliato*))";

    (g) "*potenziale past due*";

    by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A., provided that, with reference to the categories of paragraph (e), (f) and (g) of the present criterion, the respective classification as "past due" (as defined by the Bank of Italy regulations), "*inadempienza probabile (incagliato)*", or "*potenziale past due*", has been communicated to the relevant debtor (or one or more of the principal debtors in those circumstances in which the relevant loans have been granted to two or more persons) by registered mail with return receipt bearing a date preceding the publication of these criteria in the Italian Official Gazette;

29) loans granted to individuals (*persone fisiche*) for purposes different from their entrepreneurial (*imprenditoriale*), commercial (*commerciale*), working (*artigianale*) or professional (*professionale*) activity; and

30) loans in relation to which the relevant debtor (i) is benefiting from the suspension of the payment of the instalments or (ii) from the suspension of the payment of the principal component comprised in the relevant instalments as a result of (a) the so called "*Accordo per il Credito 2015 Imprese in*

ripresa" arrangement entered into on 31 March 2015 by and between the Italian Banking Association (*Associazione Bancaria Italiana*) and the enterprises' associations, or (b) suspension of payment agreements promoted by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.; or (iii) has the right to benefit from the suspension of payments under (i) and (ii) above starting from a date following the relevant Valuation Date as a consequence of a resolution passed by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. by no later than such Valuation Date and notified by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. to the relevant debtor;

Biver Initial Specific Criteria

The Initial Biver Claims comprise all and only the monetary claims arising from Loans owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. which, on 31 December 2016 (the "**Biver Initial Valuation Date**"), inclusive (unless otherwise provided), met, in addition to the Biver Common Criteria, also the following objective criteria (to be deemed cumulative unless otherwise provided):

1) mortgage loans (*mutui ipotecari*) executed by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in the period between 1 January 1999 (inclusive) and 31 October 2016 (inclusive) and unsecured loans (*mutui chirografari*) executed by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in the period between 1 January 1999 (inclusive) and 31 October 2016 (inclusive). This criterion shall be deemed satisfied also in relation to those loans that have been the object of an *accollo* arrangement notified to Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in the period between 1 January 1999 (included) and 31 October 2016 (included) as to mortgage loans (*mutui ipotecari*) and between 1 January 1999 (included) and 31 October 2016 as to unsecured loans (*mutui chirografari*);

2) loans having at least an instalment, even inclusive of an interest component only, entirely paid and providing for (i) the repayment of principal through a sole instalment (*in unica soluzione*), or (ii) the repayment of principal through several instalments comprising increasing principal components (*in quote di capitale crescente*) in relation to which the payment of the first principal instalment is due by no later than 31 December 2017, or (iii) the repayment of principal according to a customised amortisation plan in relation to which the payment of the first principal instalment is due by no later than 31 December 2017, or (iv) the repayment of principal through the so called "constant instalment" method, namely those loans in relation to which the final maturity date may vary up to the maximum final maturity date provided for under the relevant loan agreements as a result of the increase of the interest rate applicable to the relevant loans, in accordance with the terms of the relevant loan agreements, and in relation to which the payment of the first principal instalment is due by no later than 31 December 2017.

The Initial Biver Claims do not comprise those monetary claims arising out of Loans which albeit owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. on the Biver Initial Valuation Date, and meeting the objective criteria set out above, also met as at the Biver Initial Valuation Date (unless otherwise provided) one or more of the following criteria:

3) mortgage loans that as at 31 October 2016 had two or more instalments, even inclusive of the interest component only, due and unpaid (in full or in part);

4) loans that as at the Biver Initial Valuation Date had one instalment, even inclusive of the interest component only, due and unpaid (in full or in part) for more than 31 days;

5) loans whose final maturity date falls on or before 31 January 2017;

6) loans executed on 3 July 2015 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Cavaglià (Biella) (identification number 28);

7) loans executed on 22 September 2005 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Agenzia n. 1*" in Vercelli (identification number 109);

8) loans executed on 29 October 2013 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Torino (Torino) (identification number 53);

9) loans executed on 6 February 2015 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Torino (Torino) (identification number 53);

10) loans executed on 4 November 2015 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Crescentino (Vercelli) (identification number 135);

11) loans executed on 7 February 2014 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Ivrea (Torino) (identification number 140);

12) loans executed on 18 July 2014 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Ivrea (Torino) (identification number 140);

13) loans executed on 2 December 2014 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Ivrea (Torino) (identification number 140);

14) loans executed on 17 April 2013 and disbursed for an amount of Euro 80,000.00 by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Strambino (Torino) (identification number 172);

15) loans executed on 3 June 2011 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Filiale Principale*" in Vercelli (Vercelli) (identification number 100);

16) loans executed on 25 July 2007 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Filiale Principale*" in Vercelli (Vercelli) (identification number 100);

17) loans executed on 7 September 2007 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Agenzia n. 4*" in Biella (Biella) (identification number 17);

18) loans executed on 28 April 2009 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Sandigliano (Biella) (identification number 52);

19) loans executed on 18 January 2007and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. in Trino (Vercelli) (identification number 178);

20) loans executed on 8 November 2010 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Filiale Principale*" in Biella (Biella) (identification number 11);

21) loans executed on 30 August 2013 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Agenzia n. 6*" in Vercelli (Vercelli) (identification number 60);

22) loans executed on 25 August 2016 and disbursed by the branch of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. "*Agenzia n. 1*" in Vercelli (Vercelli) (identification number 109);

Purchase Price of the Initial Claims and the Subsequent Claims

The individual purchase price for each Initial Claim (the "**Initial Claim Individual Purchase Price**") is equal to the outstanding principal amount under the relevant Loan, as at the Initial Valuation Date, and is listed in schedule 1 to the relevant Transfer Agreement.

The purchase price payable by the Issuer:

(a) for all the Initial C.R.Asti Claims, amounts to €856,772,000.00;

(b) for all the Initial Biver Claims, amounts to €328,567,000.00;

calculated as the aggregate of the Initial Claim Individual Purchase Prices (rounded down to the nearest €1,000) (the "**Purchase Price of the Initial Portfolio**").

The relevant Purchase Price of the Initial Portfolio is required to be paid in full to the relevant Originator, on the Issue Date or, if subsequent to the Issue Date, on the later of (i) the date of publication in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) of the notice of assignment as described in the relevant Transfer Agreement and (ii) the date of registration (*iscrizione*) with the competent companies' register of the notice of assignment as described in the relevant Transfer Agreement.

Payment of the Purchase Prices of the Initial Portfolio will be financed by, and will be limited recourse to, the proceeds of the issue of the Notes.

As a consideration for the acquisition of Subsequent Claims during the Revolving Period, pursuant to the Transfer Agreements and the relevant Sale Agreement, the Issuer shall pay to the relevant Originator a Purchase Price equal to the aggregate of the relevant Subsequent Claims Individual Purchase Prices (rounded down to the nearest €1,000). The individual purchase price for each Subsequent Claim (the "**Subsequent Claim Individual Purchase Price**") is equal to the outstanding principal amount under the relevant Loan, as at the relevant Valuation Date, and will be listed in schedule 2 to the relevant Sale Agreement.

Under the Transfer Agreements, the Purchase Price for the acquisition of Subsequent Claims is required to be paid in full to the relevant Originator, on the later of (i) the Interest Payment Date immediately following the relevant Offer Date and (ii) the date on which the notice of assignment described in the relevant Transfer Agreement will be published in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and registered (*iscritto*) with the competent companies' register.

The Purchase Prices for the acquisition of Subsequent Claims during the Revolving Period will be paid by the Issuer in accordance with the Pre-Enforcement Priority of Payment and will be limited recourse to the funds available to such purpose to the Issuer.

Economic effects

Under the relevant Transfer Agreement, each Originator passed title to the relevant Initial Claims to the Issuer on the Initial Execution Date. However, each Originator and the Issuer have agreed that the economic effects of the assignment of the relevant Initial Clams will take effect as of (but excluding) the Initial Valuation Date. Accordingly, each Originator will pay to the Issuer within the day preceding the Issue Date, an amount equal to the sum of the following:

(i) any amount received by the relevant Originator in respect of the relevant Initial Claims before (and including) the Initial Valuation Date, if such amount was not correctly deducted when the outstanding principal amount of the relevant Initial Claims was calculated as at the Initial Valuation Date, plus any interest accrued on such amount from (and including) the Issue Date (included) to the next Interest Payment Date, at a rate equal to the weighted average of the interest rates payable on the Notes, as calculated on the Issue Date; and

(ii) any amount received by the relevant Originator in respect of the relevant Initial Claims from (but excluding) the Initial Valuation Date to the Initial Execution Date.

Under the Transfer Agreements, with respect to any assignment of Subsequent Claims, the Originators and the Issuer have agreed that each Originator will pass title to the relevant Subsequent Claims to the Issuer on the relevant Subsequent Transfer Date (inclusive). However, each Originator and the Issuer have agreed that the economic effects of the assignment of the relevant Subsequent Claims will take effect as of (but excluding) the relevant Valuation Date. Accordingly, each Originator has agreed that it will pay to the Issuer, within the relevant Subsequent Transfer Date, an amount equal to the sum of the following:

(i) any amount received by the relevant Originator in respect of the relevant Subsequent Claims before (and including) the relevant Valuation Date, if such amount was not correctly deducted when the outstanding principal amount of the relevant Subsequent Claims was calculated as at the relevant Valuation Date, plus any interest accrued on such amount from (and including) such Valuation Date (included) to the date of the actual payment of such amount, at a rate equal to EURIBOR; and

(ii) any amount received by the relevant Originator in respect of the relevant Subsequent Claims from (but excluding) the relevant Valuation Date (included) to the Subsequent Transfer Date (excluded) immediately following such Valuation Date, plus any interest accrued on such amount at a rate equal to EURIBOR from the collection date to the date on which such amount will be credited on the interim collection account opened in the name of the relevant Servicer exclusively for the Securitisation (unless already transferred to the Issuer in accordance with the relevant Servicing Agreement).

Purchase Price adjustment

Each Transfer Agreement provides that if, at any time after the Initial Execution Date, it transpires that (i) any of the relevant Initial Claims does not meet the C.R.Asti Initial Criteria or, as applicable, the Biver Initial Criteria or (ii) any of the relevant Subsequent Claims does not meet the C.R.Asti Subsequent Criteria or, as applicable, the Biver Subsequent Criteria and was therefore erroneously transferred to the Issuer, then the relevant Claim (the "**Excluded Claim**") will be deemed not to have been assigned and transferred to the Issuer pursuant to the relevant Transfer Agreement (and, where applicable, the relevant Sale Agreement), and, subject to the terms of the relevant Transfer Agreement, the relevant Originator will pay to the Issuer an amount equal to the sum of:

(i) the Initial Claim Individual Purchase Price or the Subsequent Claim Individual Purchase Price of the relevant Excluded Claim (as indicated in the relevant Transfer Agreement or, as applicable, the relevant Sale Agreement); plus

(ii) the interest accrued on such individual purchase price at a rate equal to Euribor (as determined on the date of receipt of the written notice under clause 5.4(a) of the relevant Transfer Agreement) plus 1 (one) per cent. until the date of issuance of the order to credit the amounts under (i) above; minus

(iii) an amount equal to the aggregate of all the Collections recovered or collected by the Issuer (also through the relevant Originator) after the Initial Valuation Date or, as applicable, the relevant Valuation Date in relation to such Excluded Claims.

Each Transfer Agreement further provides that if, at any time after the Initial Execution Date, it transpires that (i) a loan which met the C.R.Asti Initial Criteria or, as applicable, the Biver Initial Criteria set out in the relevant Transfer Agreement was not included in the Initial C.R.Asti Portfolio or, as applicable, the Initial Biver Portfolio or (ii) a loan which met the C.R.Asti Subsequent Criteria or, as applicable, the Biver Subsequent Criteria set out in the relevant Sale Agreement was not included in the relevant Subsequent C.R.Asti Portfolio or, as applicable, Subsequent Biver Portfolio, then the claims under such loan (the "**Additional Claim**") shall be deemed to have been assigned and transferred to the Issuer by the relevant Originator. In respect of such Additional Claims, the Issuer shall pay to the relevant Originator, in accordance with the Priority of Payments, an amount equal to:

(i) the purchase price of the Additional Claim, calculated adopting the same method used to calculate the Initial Claim Individual Purchase Price or, as applicable, the Subsequent Claim Individual Purchase Price of the relevant Claims; minus

(ii) an amount equal to the aggregate of all the Collections recovered or collected by the relevant Originator in respect of the relevant Additional Claim,

(each such amount, at any time due to the relevant Originator, the "**Additional Claims Purchase Price**").

Rateo Amounts, Deferred Interest and Suspended Interest

Moreover, as additional consideration for the purchase of the relevant Claims, the Issuer will pay to:

(i) C.R.Asti:

    (a) an amount equal to the sum of all interest accrued but not yet due and all interest accrued, due and not paid in respect of (A) the Initial C.R.Asti Claims, as at the Initial Valuation Date (inclusive) being equal to €1,681,774.67, and (B) any Subsequent C.R.Asti Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent C.R.Asti Claims (each such amount, a "**C.R.Asti Rateo Amount**");

    (b) an amount equal to the Suspended Interest in respect of (A) the Initial C.R.Asti Claims, as at the Initial Valuation Date (inclusive) being equal to €92,602.56, and (B) any Subsequent C.R.Asti Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent C.R.Asti Claims;

    (c) an amount equal to the Deferred Interest in respect of (A) the Initial C.R.Asti Claims, as at the Initial Valuation Date (inclusive) being equal to €26,037.77, and (B) any Subsequent C.R.Asti

Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent C.R.Asti Claims;

(ii) Biver:

(a) an amount equal to the sum of all interest accrued but not yet due and all interest accrued, due and not paid in respect of (A) the Initial Biver Claims, as at the Initial Valuation Date (inclusive) being equal to €750,672.46, and (B) any Subsequent Biver Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent Biver Claims (each such amount, a "**Biver Rateo Amount**" and, along with the C.R.Asti Rateo Amounts, the "**Rateo Amounts**");

(b) an amount equal to the Suspended Interest in respect of (A) the Initial Biver Claims, as at the Initial Valuation Date (inclusive) being equal to €487,935.25, and (B) any Subsequent Biver Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent Biver Claims;

(c) an amount equal to the Deferred Interest in respect of (A) the Initial Biver Claims, as at the Initial Valuation Date (inclusive) being equal to zero, and (B) any Subsequent Biver Claims, calculated as at the relevant Valuation Date (inclusive) with respect to such Subsequent Biver Claims;

Any Rateo Amounts, Suspended Interest and Deferred Interest shall be payable to the Originators in accordance with the applicable Priority of Payments commencing from the first Interest Payment Date.

Settlement expenses

Each Transfer Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the relevant Originator concerning the qualification of certain claims as Excluded Claims or as Additional Claims. In such a situation the costs and fees of the deciding arbitrator, appointed pursuant to the relevant Transfer Agreement, shall be borne by the relevant Originator even if the Issuer is the succumbing party. Should the Issuer succumb, the relevant Originator shall advance to the latter the fees and costs of the deciding panel (the "**Settlement Expenses Amount**"). The Issuer shall then reimburse the Settlement Expenses Amount on the next subsequent Interest Payment Date, in accordance with the Priority of Payments.

Renegotiation of the Loans

Under each Transfer Agreement, should a Borrower request to amend the terms and/or conditions of any relevant Loan, the relevant Originator will be entitled to renegotiate, *inter alia*:

(i) the interest computation method originally agreed by the parties to the relevant Loan, switching either from a fixed interest rate to a floating interest rate or from a floating interest rate to a fixed interest rate;

(ii) the spread over the relevant reference index applicable to the relevant Loan;

(iii) the final maturity date of the amortisation plan under the relevant Loan;

(iv) a suspension of either (a) the payment of the instalments or (b) the payment of the principal component comprised in each instalment, due under the amortisation plan of the relevant Loan,

if and to the extent that, *inter alia*:

(a) the aggregate principal amount outstanding of the relevant Loans in relation to which the renegotiation under (i) and (ii) above have been implemented does not exceed 13 per cent. of the aggregate Outstanding Principal of all the relevant C.R.Asti Claims or, as applicable, Biver Claims as at the Initial Valuation Date;

(b) with reference to renegotiations under (iii) above, *inter alia*, (A) as a result of the relevant renegotiations, the amortisation plan of the relevant Loan does not provide for an extension exceeding

10 (ten) years nor for a reduction exceeding 5 (five) years; and (B) the total amount of the aggregate outstanding principal amount of the relevant Loans subject to renegotiations under (iii) above does not exceed 5 per cent. of the aggregate Outstanding Principal of all the relevant C.R.Asti Claims or, as applicable, Biver Claims as at the Initial Valuation Date; and;

(c) with reference to renegotiations under (iv) above, *inter alia*, (A) as a result of the relevant renegotiation the amortisation plan of the relevant Loan does not provide for an extension longer than 12 (twelve) months; and (B) the total amount of the aggregate outstanding principal amount of the relevant Loans subject to renegotiations under (iv) above does not exceed 10 per cent. of the aggregate Outstanding Principal of all the relevant C.R.Asti Claims or, as applicable, Biver Claims as at the Initial Valuation Date; and

(d) certain other conditions and limits provided for under article 11 of the relevant Transfer Agreement are satisfied.

Repurchase of the Claims

Call Option

Pursuant to each Transfer Agreement the relevant Originator is given the right to repurchase from the Issuer one or more Claims comprised in the C.R.Asti Portfolio or, as applicable, the Biver Portfolio (each the "**Claim to be Repurchased**") within the following limits:

(i) in respect of each quarter, the aggregate outstanding principal amount of Claims that have been repurchased by the relevant Originator pursuant to the relevant Transfer Agreement, also taking into account the outstanding principal amount of the Claim to be Repurchased at the date of repurchase, must not exceed 3 per cent. of the aggregate Outstanding Principal of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio; and

(ii) the aggregate outstanding principal amount of the Claims that have been repurchased by the relevant Originator pursuant to the relevant Transfer Agreement, also taking into account the outstanding principal amount of the Claim to be Repurchased at the date of repurchase, must not exceed 10 per cent. of the aggregate Outstanding Principal of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio as at the Initial Execution Date,

(the "**Call Option**").

Should the relevant Originator decide to exercise the Call Option:

- the relevant Originator will notify the Issuer and the Servicer, if different from the relevant Originator, with a 3 (three) Business Days prior written notice specifying the Claim to be Repurchased;
- the Issuer and the relevant Originator will enter into a purchase agreement under article 58 of the Banking Act or under article 1260 et seq. of the Italian civil code;
- the purchase price of the relevant Claim to be Repurchased will be equal to the sum of: (i) the outstanding principal amount (due and not paid or not yet due) under such Claim to be Repurchased at the date of repurchase, (ii) the amount of interest accrued (but not yet due) and that will accrue on the Claim to be Repurchased (including any interest due and not paid, default interest and penalties accrued) under the relevant Loan up to the date of payment by the Originator of the purchase price of such Claim to be Repurchased and (iii) the amount of interest that will accrue under the relevant Claim to be Repurchased from the date of the repurchase to the immediately following Interest Payment Date ((i) to (iii), the "**Repurchase Price**");
- the Repurchase Price shall be paid by the relevant Originator to the Issuer at the time of execution of the relevant purchase agreement, by crediting the Collection Account;
- subject to the payment of the Repurchase Price, the relevant Originator may, at its discretion, carry out the perfection formalities pursuant to article 58 of the Banking Act (e.g. publication in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) of a notice of transfer and registration

of such notice of transfer in the relevant companies' register), as subsequently amended, or pursuant to articles 1260 et seq. of the Italian civil code, as applicable; and

- the relevant Originator shall, during the Revolving Period upon of execution of any relevant purchase agreement and following the expiry of the Revolving Period only to the extent the quantitative threshold set out in the relevant Transfer Agreement has been exceeded, deliver a set of documents provided for in the relevant Transfer Agreement proving the good standing of the of the relevant Originator (such as, among others, a solvency certificate).

Under the Transfer Agreements, each Originator and the Issuer have agreed that, with respect to Claims to be Repurchased classified as Defaulted Claims, the relevant Repurchase Prices will be calculated based on the actual value attributed to such Claims to be Repurchased by one or more experts which are experienced in such matters and independent from the relevant Originator (or from its banking group) and the other parties involved in the Securitisation, to be appointed by mutual agreement by the Issuer and the Representative of the Noteholders. The Issuer and the relevant Originator have further agreed that, if the Repurchase Price so determined for the relevant Defaulted Claim is lower than (i) with respect to mortgage loans (*mutui ipotecari*) and/or *fondiari* mortgage loans (*mutui fondiari*), 75 per cent. of the total claim of the relevant Originator under such Defaulted Claim; and (ii) with respect to unsecured loans (*mutui chirografari*), 55 per cent. of the total claim of the Originator under such Defaulted Claim, the Call Option may be exercised by the relevant Originator only with the prior consent of the Representative of the Noteholders.

Redemption of the Notes

In addition, under each Transfer Agreement, the relevant Originator, together with the other Originator, will have the right, to be exercised on or about any Interest Payment Date, to repurchase all Claims from the Issuer, provided that

(a) the aggregate purchase price offered by the Originators to the Issuer for the repurchase of, respectively, the C.R.Asti Claims and the Biver Claims, together with all funds already available to the Issuer for such purpose, shall be equal to an amount which would allow the Issuer to pay: (A)(i) the Principal Amount Outstanding of the Notes on such Interest Payment Date, (ii) all interest accrued and not paid under the Notes as at such Interest Payment Date and (iii) all costs and expenses ranking in priority to, or *pari passu* with, all payments due under items (A)(i) and (A)(ii) above or (B)(i) the Principal Amount Outstanding of the Class A Notes on such Interest Payment Date, (ii) all interest accrued and not paid under the Class A Notes as at such Interest Payment Date and (iii) all costs and expenses ranking in priority to, or *pari passu* with, all payments due under items (B)(i) and (B)(ii) above, if and to the extent that the Junior Noteholders have waived their rights to receive any payments due under the Junior Notes. Such payments must be made in accordance with the Priority of Payments;

(b) the Issuer certifies to the Representative of the Noteholders, in accordance with the Terms and Conditions of the Notes, that the amounts received by it from each of the Originators for transfer of the relevant Claims, together with all funds already available to the Issuer for such purpose, will be sufficient to cover the payments under points (A) or (B) above, as applicable; and

(c) if required by any legislation or regulation applicable from time to time, the Bank of Italy authorised, or was informed of, the repurchase of the Claims.

Subrogation (*surrogazione*)

Under each Transfer Agreement, should a Borrower request the amendment of the terms and/or conditions of the relevant Loan, the relevant Originator may unilaterally subrogate (*i.e.* replace) the Issuer in accordance with article 1202 of the Italian civil code and article 120-*quater* of the Banking Act, by granting to the relevant Borrower a loan for the purpose of repayment in full of the original Loan, provided that the Borrower's request to amend the terms and/or conditions of the relevant Loan has been formalised in writing or the Borrower has submitted to the relevant Originator a written statement issued by a bank different from the relevant Originator showing the latter's availability to unilaterally subrogate the relevant Originator in accordance with article 1202 of the Italian civil code and article 120-*quater* of the Banking Act.

Should the relevant Originator intend to consent to any one of such requests, and upon all the above conditions being satisfied, the relevant Originator will promptly communicate in writing to the Issuer and to the Servicer, if different from the relevant Originator, the Claim arising from the relevant Loan in relation to which a Borrower has requested such amendment and will carry out the subrogation.

Additional Provisions

Each Transfer Agreement contains certain representations and warranties made by the relevant Originator in respect of the relevant Claims and the relevant Loans. The principal representations and warranties given by each Originator to the Issuer in connection with the transfer of the relevant Claims in relation to the Portfolio are contained in the relevant Warranty and Indemnity Agreement (see the "*The Warranty and Indemnity Agreements*" below).

Each Transfer Agreement provides that the representations and warranties made by the relevant Originator in respect of the relevant Claims are deemed to be given and repeated on the Initial Execution Date, on the Issue Date and on each relevant Subsequent Transfer Date.

Each Transfer Agreement contains a number of undertakings by the relevant Originator in respect of its activities relating to the relevant Claims. Each Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant Related Security and not to assign or transfer the Claims 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 relevant Claims in the period of time between:

(a) with respect to the Initial C.R.Asti Claims or, as applicable, the Initial Biver Claims, the Initial Execution Date and the later of (i) the Issue Date, (ii) the date of publication of the relevant notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (iii) the date of registration (*iscrizione*) of such notice of assignment with the competent companies' register, as described in the relevant Transfer Agreement, and

(b) with respect to the Subsequent C.R.Asti Claims or, as applicable, the Subsequent Biver Claims, the relevant Offer Date and the later of (i) the Interest Payment Date immediately following such Offer Date, (ii) the date of publication of the relevant notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (iii) the date of registration (*iscrizione*) of such notice of assignment with the competent companies' register.

Insurance Policies

In connection with the Insurance Policies, each Originator has, *inter alia*, undertaken to ensure:

(i) with reference to the collective insurance policies executed by the relevant Originator, that the Real Estate Assets will continue to have the benefit from such collective policies until the related Loan is fully repaid; and

(ii) with reference to the insurance policies executed by the relevant Borrowers and in respect of which the Borrowers have undertaken to pay to the relevant insurance company the relevant premia, that the Real Estate Assets will continue to have the benefit of the insurance coverage until the related Loan is fully repaid. Thus, should a Borrower fail to pay the insurance premia as they fall due, the relevant Originator will (upon becoming aware of the Borrower's default) pay the relevant insurance premia (the "**Insurance Premia**") to the relevant insurance company in lieu of the relevant Borrower.

Each Originator will be entitled to a reimbursement of the relevant Insurance Premia, starting from the first Interest Payment Date and after submission of the documents evidencing the occurrence of such payment, from (i) the relevant Borrower, as long as the relevant Originator coincides with the Servicer, either (a) in respect of those Loans providing for payment of the instalments through a direct debit payment mechanism (*addebito diretto in conto corrente*), starting from the date on which any instalment falls due under the relevant Loan which is immediately after the date on which the relevant Insurance Premia has been paid and upon satisfaction in full of any amounts due and payable to the Issuer by the relevant Borrower as at such relevant date, by debiting the relevant current account opened by the Borrower with the relevant Originator of an amount equal to the relevant Insurance Premia thus paid by it or (b) in respect of those Loans providing for

a RID (*rimessa interbancaria diretta*) or a MAV (*mediante avviso*) payment mechanism by collecting from the relevant Borrower an amount equal to the relevant Insurance Premia thus paid by the relevant Originator or (ii) the Issuer, in accordance with the applicable Priority of Payments and subject to the Intercreditor Agreement.

In addition to the above, each Originator has also undertaken, pursuant to and subject to the terms of the relevant Transfer Agreement, to transfer the benefit of the insurance policies in respect of the relevant Loans in favour of the Issuer.

Payments by the Issuer

The Additional Claims Purchase Price (if ever due), the Rateo Amounts, the amount of the Suspended Interest, the amount of the Deferred Interest, the Settlement Expenses Amount, the Insurance Premia and any other amount owed to the Originators from time to time by the Issuer pursuant to the terms of the Transfer Agreements (other than in respect of the relevant Purchase Prices, the Rateo Amounts, the Deferred Interest and the Suspended Interest), will be treated as "**Originator's Claims**" and will be paid by the Issuer to the Originators accordingly under the applicable Priority of Payments and subject to the Intercreditor Agreement commencing from the first Interest Payment Date.

The Transfer Agreements are governed by Italian law.

THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT

The description of the Servicing Agreements and of the Back-up Servicing Agreement set out below is an overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the relevant Servicing Agreement and of the Back-up Servicing Agreement. Prospective Noteholders may inspect a copy of each Servicing Agreement and of the Back-up Servicing Agreement upon request at the Specified Office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent. In the summary below, capitalised terms shall have the same meanings as in the Conditions, unless otherwise defined below or the context requires otherwise.

On the Initial Execution Date, the Issuer appointed:

(a) C.R.Asti (in such capacity, the "**Servicer of the C.R.Asti Portfolio**") as servicer of the C.R.Asti Portfolio pursuant to the terms of a servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and the Servicer of the C.R.Asti Portfolio (the "**C.R.Asti Servicing Agreement**"),

(b) Biver (in such capacity, the "**Servicer of the Biver Portfolio**") as servicer of the Biver Portfolio pursuant to the terms of a servicing agreement dated the Initial Execution Date, as amended on the Signing Date, between the Issuer and the Servicer of the Biver Portfolio (the "**Biver Servicing Agreement**"),

Pursuant to the terms the relevant Servicing Agreement, each of the Servicer of the C.R.Asti Portfolio and the Servicer of the Biver Portfolio has agreed to administer and service, respectively, the C.R.Asti Loans and the Biver Loans, including the collection of the related Claims, on behalf of the Issuer and, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders.

Duties of the Servicers

Each Servicer is responsible for the receipt of cash collections in respect of the relevant Loans and related Claims and for cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) pursuant to the Securitisation Law. Within the limits of article 2, paragraph 6 of the Securitisation Law, each Servicer is responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

Each Servicer has undertaken in relation to each of the relevant Loans and related Claims, *inter alia*:

(a) to collect the relevant Collections and to credit them (i) into an interim collection account opened in the name of the relevant Servicer exclusively for the Securitisation by no later than 10 a.m. (Milan time) of the Business Day immediately following the receipt of the relevant Collection, and then (ii) into the Collection Account by no later than 11 a.m. (Milan time) of the same Business Day;

(b) to strictly comply with the relevant Servicing Agreement and the relevant collection policy described in "The Credit and Collection Policies" (the "**Collection Policy**");

(c) to carry out the administration and management of such Claims and to manage any possible legal proceedings (*procedura giudiziale*) against the relative Borrower or related guarantor in respect thereof, if any (the "**Judicial Proceedings**"), and any possible bankruptcy or insolvency proceedings against any Borrower (the "**Debtor Insolvency Proceedings**", and, together with the Judicial Proceedings, the "**Proceedings**");

(d) to initiate any Proceedings in respect of such Claims, if necessary;

(e) to comply with any requirements of laws and regulations applicable in the Republic of Italy in carrying out the activities under the relevant Servicing Agreement;

(f) to maintain effective accounting and auditing procedures so as to ensure compliance with the provisions of the relevant Servicing Agreement;

(g) save where otherwise provided for in the relevant Collection Policy or other than in certain limited circumstances specified in the relevant Servicing Agreement, not to consent to any waiver or cancellation of or other change prejudicial to the Issuer's interests in or to such Claims, the mortgage and any other real or personal security or remedy under or with respect to such Loan unless it is ordered to do so by an order of a competent judicial or other authority or authorised to do so by the Issuer and the Representative of the Noteholders;

(h) on behalf of the Issuer, to operate an adequate supervision and information disclosure system with respect to the relevant Claims and an adequate database maintenance system as provided for under any laws relating to money laundering, by keeping and maintaining any books, records, documents, magnetic media and IT systems as may be useful for, or relevant to, the implementation of a data disclosure system to permit the Issuer to operate in full compliance with all applicable laws and regulations in matters of supervision, reporting procedures or money laundering;

(i) to interpret, consider and manage autonomously any issue arising out of the application of Italian law No. 108 of 7 March 1996 in relation to usury (*Legge sull'Usura*) (the "**Usury Law**") from time to time, by using professional due diligence. Each Servicer has undertaken, in carrying out such tasks and its functions pursuant to the relevant Servicing Agreement, and in particular in the collection of the relevant Claims, not to breach the Usury Law; and

(j) to maintain and implement administrative and operating procedures (including, without limitation, copying recordings in case of destruction thereof), keep and maintain all books, records and all the necessary or advisable documents (i) in order to collect all the relevant Claims and all the other amounts which are to be paid for any reason whatsoever in connection with the relevant Claims (including, without limitation, records which make it possible to identify the nature of any payment and the precise allocation of payment and collected amounts to capital and interest), and (ii) in order to check the amount of all the relevant Collections received.

Pursuant to each Servicing Agreement, as far as it results in an advantage for the Noteholders and provided the conditions set forth in the relevant Servicing Agreement are met, the relevant Servicer may sell to third parties, on behalf and in the name of the Issuer, one or more Claims of, respectively, the C.R.Asti Portfolio and the Biver Portfolio which have become Defaulted Claims.

The Issuer and the Representative of the Noteholders have the right to inspect and copy the documentation and records relating to the relevant Claims in order to verify the activities undertaken by each Servicer pursuant to the relevant Servicing Agreement, provided that the relevant Servicer has been informed at least two Business Days in advance of any such inspection.

Pursuant to the terms of each Servicing Agreement, the relevant Servicer will indemnify the Issuer from and against any and all damages and losses incurred or suffered by the Issuer as a consequence of a default by the relevant Servicer of any obligation of the relevant Servicer under the relevant Servicing Agreement, except for those damages and losses which are the consequence of the Issuer's wilful default (*dolo*) or gross negligence (*colpa grave*).

Each Servicer has acknowledged and accepted that, pursuant to the terms of the relevant Servicing Agreement, it will not have any recourse against the Issuer for any damages, claims, liabilities or costs incurred by it as a result of the performance of its activities under the relevant Servicing Agreement except as may result from the Issuer's wilful default (*dolo*) or gross negligence (*colpa grave*).

Other provisions

Under certain circumstances and within the limits of 5 per cent. of the respective Purchase Price of the Initial Portfolio, each Servicer may agree to enter into any agreements with the relevant Borrowers, such as *accollo liberatorio* arrangements according to which the relevant Borrower is replaced with a different borrower provided that prior written notice is given to the Representative of the Noteholders and a further credit assessment in relation to the new borrower is carried out by the relevant Servicer in accordance with the lending criteria originally utilised to determine the creditworthiness of the replaced Borrower.

Following the classification of a relevant Claim as Defaulted Claim, each Servicer, subject to certain conditions set out in the relevant Servicing Agreement, may also enter into settlement agreements (as an

alternative to the judicial proceedings against the relevant Borrower) in the context of which it may modify the original amortising plan or discharge, in full or in part, the relevant Borrower in relation to a portion of the amount still due.

Reporting requirements

C.R.Asti as Servicer of the C.R.Asti Portfolio has undertaken to prepare and submit to the Arranger, the Representative of the Noteholders and the Issuer, on or before each Reporting Date, the C.R.Asti Servicer Report in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the C.R.Asti Portfolio and any C.R.Asti Collections in respect of the preceding Collection Period.

Biver as Servicer of the Biver Portfolio has undertaken to prepare and submit to C.R.Asti, the Arranger, the Representative of the Noteholders and the Issuer, on or before each Reporting Date, the Biver Servicer Report in the form set out in the Biver Servicing Agreement and containing information as to, *inter alia*, the Biver Portfolio and any Biver Collections in respect of the preceding Collection Period.

C.R.Asti has undertaken to prepare and submit to the Computation Agent, the Rating Agencies, the Arranger, the Representative of the Noteholders, the Back-up Servicer and the Issuer, by no later than the fifth Business Day preceding each Interest Payment Date, reports (each, a "**Consolidated Servicer Report**") in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the Portfolio and any Collections in respect of the preceding Collection Period based on the C.R.Asti Servicer Report and the Biver Servicer Report. The undertaking of C.R.Asti to prepare the Consolidated Servicer Report (i) is subject to the actual receipt by C.R.Asti of the Biver Servicer Report, (ii) consists of the mere aggregation of the data and information owned by C.R.Asti with the data and information provided by Biver in the Biver Servicer Report and (iii) does not bind C.R.Asti to verify the data and information contained in the Biver Servicer Report, which is prepared by Biver on its own and exclusive liability. Pursuant to the Biver Servicing Agreement, Biver has undertaken to indemnify and hold harmless C.R.Asti in respect of any damage, higher cost or expense which it may incur by reason of (i) failure by Biver to comply with its contractual obligation to prepare and submit to C.R.Asti the Biver Servicer Report and (ii) non accuracy and/or truthfulness of the data and information contained in the Biver Servicer Report, to the extent that such damages, higher costs or expenses are not the consequence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) of C.R.Asti.

Moreover, each Servicer has undertaken to furnish, in a reasonable time taking into consideration the nature of the relevant request, to the Issuer, the Rating Agencies, the Representative of the Noteholders and the Computation Agent such further information as the Issuer and/or the Computation Agent and/or the Rating Agencies and/or the Representative of the Noteholders may reasonably request with respect to the relevant Claims and/or the related Proceedings.

Remuneration of the Servicers

In return for the services provided by each Servicer in relation to the ongoing management of, respectively, the C.R.Asti Portfolio and the Biver Portfolio, on each Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay to each of (i) the Servicer of the C.R.Asti Portfolio and (ii) the Servicer of the Biver Portfolio the servicing fee which is comprised of the following amounts (each inclusive of VAT, if applicable):

(a) for collection activities, an amount equal to 0.1 per cent. on an annual basis of the principal amount outstanding of the Claims of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio (excluding the Defaulted Claims of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio) as at the last day of the immediately preceding Collection Period;

(b) for recovery activities, an amount equal to the sum of: (i) 0.2 per cent. on an annual basis of Collections relating to Defaulted Claims of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio, collected during the immediately preceding Collection Period; and (ii) a one-time fee of €75 for each Claim of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio qualified as Defaulted Claim for the first time during the immediately preceding Collection Period; and

(c) for consulting and technical assistance an amount equal to €10,000.00 (exclusive of VAT) on an annual basis.

"**Biver Defaulted Claims**" means any Biver Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

"**C.R.Asti Defaulted Claims**" means any C.R.Asti Claim under which there are at least 12 (twelve) Unpaid Instalments (in case of monthly payment) or at least 6 (six) Unpaid Instalments (in case of bi-monthly payment), or at least 4 (four) Unpaid Instalments (in case of quarterly payment) or at least 2 (two) Unpaid Instalments (in case of semi-annual payment) or at least 1 (one) Unpaid Instalment (in case of annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

The C.R.Asti Defaulted Claims and the Biver Defaulted Claims collectively are referred to as "**Defaulted Claims**" and any of them a "**Defaulted Claim**"

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 20 (twenty) days, following the date on which it should have been paid under the terms of the relevant Loan, unless any such non-payment results from the relevant Borrower's exercise of any right given to it by any applicable law to suspend payments of any Instalment due under the relevant Loan.

Subordination and limited recourse

Each Servicer has agreed that the obligations of the Issuer under the relevant Servicing Agreement are subordinated and limited recourse obligations and will be payable only in accordance with the applicable Priority of Payments.

Termination and resignation of the Servicers and withdrawal of the Issuer

The Issuer may terminate the appointment of each Servicer (*revocare il mandato*), pursuant to article 1725 of the Italian civil code, or withdraw from the relevant Servicing Agreement (*recesso unilaterale*), pursuant to article 1373 of the Italian civil code, upon the occurrence of one of any of the following events:

(a) the Bank of Italy has proposed to the Minister of Economy and Finance to admit the relevant Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency of the relevant Servicer has been filed with the competent office or the relevant Servicer has been admitted to the procedures set out in articles 70 and followings of the Banking Act or the relevant Servicer becomes subject to any of the procedures set out in the Italian provisions implementing Directive 2014/59/EU of the European Parliament and of the Council dated 15 May 2014 that has established a framework for recovery and resolution of credit institutions and investment firms (and as a result of such procedure set out in the Italian provisions implementing Directive 2014/59/EU of the European Parliament and of the Council dated 15 May 2014 the relevant Servicer ceases to carry out its banking business), or a resolution is passed by the relevant Servicer with the intention of applying for such proceedings to be initiated;

(b) failure on the part of the relevant Servicer to deliver and pay any amount due under the relevant Servicing Agreement within 5 Business Days from the date of which the relevant delivery or payment became due;

(c) failure on the part of the relevant Servicer, once a 10-Business Day notice period has elapsed, to observe or perform in any respect any of its obligations under the relevant Servicing Agreement, the relevant Warranty and Indemnity Agreement, the relevant Transfer Agreement or any of the Transaction Documents to which the relevant Servicer is a party which could affect the fiduciary relationship between the relevant Servicer and the Issuer;

(d) a representation given by the relevant Servicer pursuant to the terms of the relevant Servicing Agreement is verified to be false or misleading and this could have a material negative effect on the Issuer and/or the Securitisation;

(f) the relevant Servicer changes significantly the departments and/or the resources in charge of the management of the relevant Claims and the relevant Proceedings and such change reasonably renders more burdensome to the relevant Servicer the fulfilment of its obligations under the relevant Servicing Agreement;

(g) the relevant Servicer no longer complies with the requirements set forth by the law and the Bank of Italy's regulations with respect to entities carrying out servicing activities.

The Issuer is also entitled to rescind (*risolvere*) the relevant Servicing Agreement pursuant to article 1456, second paragraph, of the Italian civil code upon the occurrence of one of any of the following events:

(a) failure on the part of the relevant Servicer to deliver and pay any amount due under the relevant Servicing Agreement within 5 Business Days from the date on which the relevant delivery or payment became due;

(b) failure on the part of the relevant Servicer, once a 10-day notice period has elapsed, to observe or perform in any respect certain obligations listed in the relevant Servicing Agreement;

(c) a representation given by the relevant Servicer pursuant to the terms of the relevant Servicing Agreement is verified to be false or misleading and this could have a material negative effect on the Issuer.

The Issuer is obliged to notify the Servicer of its intention to terminate or to rescind the relevant Servicing Agreement with prior written notice to the Representative of the Noteholders and to the Rating Agencies.

Moreover, each Servicer is entitled to resign from the relevant Servicing Agreement at any time after a 12-month period has elapsed from the Initial Execution Date by giving at least 6 months' prior written notice to that effect to the Issuer, the Representative of the Noteholders and the Rating Agencies. Following the resignation of the relevant Servicer, the Issuer shall promptly commence procedures necessary to appoint a substitute servicer.

The termination and the resignation of the relevant Servicer shall become effective after 5 Business Days have elapsed from the date specified in the notice of the termination or of the resignation, or from the date, if subsequent, of the appointment of the substitute servicer.

Pursuant to the terms of a back-up servicing agreement (the "**Back-up Servicing Agreement**"), Unipol Banca S.p.A. has agreed to act as back-up servicer (in such capacity, the "**Back-up Servicer**") and to perform the duties and obligations set forth in the C.R.Asti Servicing Agreement and/or the Biver Servicing Agreement, in the event of C.R.Asti and/or Biver, as the case may be, ceasing to act as Servicer of the C.R.Asti Portfolio and/or Servicer of the Biver Portfolio, as the case may be, under the relevant Servicing Agreement.

Without prejudice to the Back-up Servicer's undertakings under the Back-up Servicing Agreement, the Issuer may appoint a substitute servicer, only with (i) the prior written approval of the Representative of the Noteholders, and (ii) the prior written notice to the Rating Agencies. The substitute servicer shall be:

(a) the Back-up Servicer; or

(b) a bank operating for at least 3 years and having one or more branches in the territory of the Republic of Italy; or

(c) a financial intermediary registered pursuant to article 106 of the Banking Act operating and having one or more branches in the territory of the Republic of Italy, which has, *inter alia*, software that is compatible with the management of the Loans.

The Servicing Agreements further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the relevant Servicer concerning the termination of the appointment of the relevant Servicer. In such a situation the costs and fees of the deciding arbitrator, appointed pursuant to the relevant Servicing Agreement, shall be borne by the relevant Servicer.

The substitute servicer must execute a servicing agreement with the Issuer substantially in the form of the relevant Servicing Agreement and must accept all the provisions and obligations set out in the Intercreditor Agreement.

Both the Servicing Agreements and the Back-up Servicing Agreement are governed by Italian law.

THE WARRANTY AND INDEMNITY AGREEMENTS

The description of the Warranty and Indemnity Agreements set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of the relevant Warranty and Indemnity Agreement. Prospective Noteholders may inspect a copy of each Warranty and Indemnity Agreement upon request at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent. In the summary below, capitalised terms shall have the same meanings as in the Conditions, unless otherwise defined below or the context requires otherwise.

On the Initial Execution Date, the Issuer, on the one hand, C.R.Asti and Biver, on the other hand, entered into separate warranty and indemnity agreements (collectively, the "**Warranty and Indemnity Agreements**"), pursuant to which C.R.Asti and Biver, respectively, have made certain representations and warranties and agreed to give certain indemnities in favour of the Issuer in relation to, respectively, the C.R.Asti Portfolio and the Biver Portfolio.

Each Warranty and Indemnity Agreement contains representations and warranties by the relevant Originator in respect of, *inter alia*, the following categories:

1. the relevant Loans, the relevant Claims, the relevant Mortgages and any collateral security related thereto and transferred to the Issuer pursuant to the relevant Transfer Agreement (the "**Related Security**");
2. the real estate assets which have been mortgaged to secure the relevant Claims (the "**Real Estate Assets**");
3. the disclosure of information; and
4. the Securitisation Law and article 58 of the Banking Act.

Time for making representations and warranties

All representations and warranties set forth in the Warranty and Indemnity Agreements shall be deemed to be given or repeated:

(a) on the Initial Valuation Date;

(b) on the date of the relevant Warranty and Indemnity Agreement;

(c) on the applicable Transfer Date; and

(d) on the Issue Date;

in relation to the relevant Initial Claims; and

(a) on the applicable Valuation Date;

(b) on the date of the relevant Warranty and Indemnity Agreement; and

(c) on the applicable Subsequent Transfer Date,

in relation to the relevant Subsequent Claims, which such Valuation Date and Subsequent Transfer Date refer to, in each case, with reference to the then existing facts and circumstances then existing, as if made at each such time; provided, however, that the representations and warranties referring to a Transaction Document executed after the Initial Execution Date shall be deemed to be made or repeated at the time of the execution of such Transaction Document and on the Issue Date, in each case with reference to the facts and circumstances then existing as if made at each such time.

Pursuant to each Warranty and Indemnity Agreement, the relevant Originator has agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, fees and legal expenses as well as any VAT if applicable) awarded against or incurred by the Issuer or any of the other foregoing persons arising from, *inter alia*, any default by

the relevant Originator in the performance of any of its obligations under the relevant Warranty and Indemnity Agreement or any of the other Transaction Documents or any representations and/or warranties made by the relevant Originator thereunder or under the relevant Transfer Agreement being false, incomplete or incorrect.

Each Originator has also agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against or incurred by it arising out of, *inter alia*, the application of the Usury Law to any interest accrued on any Loans. If the contractual provisions obliging the Debtor to pay interest on any Loan at any time become null and void as a result of a breach of the provisions of the Usury Law, then the relevant Originator's obligation to indemnify the Issuer shall also cover the amount of any interest (including default interest) which would have accrued on such Loans (in any case within the limits set by the Usury Law) up to full repayment of the same.

Moreover, each Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the relevant Originator under the relevant Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more relevant Claims or the interest of the Issuer in such Claims, and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the relevant Originator within a period of 30 (thirty) Business Days from receipt of a written notice from the Issuer to that effect (the "**Cure Period**"), the Issuer has the option, pursuant to article 1331 of the Italian civil code, to assign and transfer to the relevant Originator all of the relevant Claims affected by any such misrepresentation or breach (the "**Affected Claims**"). The Issuer will be entitled to exercise the put option by giving to the relevant Originator, at any time during the period commencing on the Business Day immediately following the last day of the Cure Period and ending on the day which is 180 days after such Business Day, written notice to that effect (the "**Put Option Notice**").

The relevant Originator will be required to pay to the Issuer, within 15 Business Days from the date of receipt by the relevant Originator of the Put Option Notice, an amount equal to:

(a) the individual purchase price of the Affected Claims (as indicated in the relevant Transfer Agreement or, as applicable, the relevant Sale Agreement); plus

(b) the interest accrued on such individual purchase price at a rate equal to Euribor (as determined on the date of receipt of the Put Option Notice) plus 1 (one) per cent. until the date of issuance of the order to credit the amounts under (a) above; minus

(c) an amount equal to the aggregate of all the Collections recovered or collected by the Issuer (also through the relevant Originator) after the Initial Valuation Date or, as applicable, the relevant Valuation Date in relation to such Affected Claims.

Each Warranty and Indemnity Agreement provides that, notwithstanding any other provision of such agreement, the obligations of the Issuer to make any payment thereunder shall be equal to the lesser of the nominal amount of such payment and the amount which may be applied by the Issuer in making such payment in accordance with the Priority of Payments. Each Originator acknowledges that the obligations of the Issuer contained in the relevant Warranty and Indemnity Agreement will be limited to such sums as aforesaid and that it will have no further recourse to the Issuer in respect of such obligations.

The Warranty and Indemnity Agreements are governed by Italian law.

THE OTHER TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is an overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of such Transaction Documents. Prospective Noteholders may inspect a copy of such Transaction Documents upon request at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent. In the summary below, capitalised terms shall have the same meanings as in the Conditions, unless otherwise defined below or the context requires otherwise.

The Corporate Services Agreement

Under a corporate services agreement dated the Signing Date between the Issuer, the Corporate Servicer and the Representative of the Noteholders (the "**Corporate Services Agreement**"), the Corporate Servicer has agreed to provide certain corporate administration and management services to the Issuer. The services will include the safekeeping of the documents pertaining to the meetings of the Issuer's quotaholders, directors and auditors and of the Noteholders, preparing tax and accounting records, preparing the Issuer's annual financial statements and liaising with the Representative of the Noteholders.

Under the terms of the Corporate Services Agreement in the event of a termination of the appointment of the Corporate Servicer for any reason whatsoever, the Issuer shall appoint a substitute Corporate Servicer.

KPMG Fides Servizi di Amministrazione S.p.A. has also agreed to provide (at the Issuer's cost) Stichting Markerburg with certain management, administrative and secretarial services as detailed in the Corporate Services Agreement and regulated in the agreement also attached as schedule 4 to the Corporate Services Agreement.

The Corporate Services Agreement is governed by Italian law.

The Intercreditor Agreement

Pursuant to an intercreditor agreement dated the Signing Date between the Issuer, the Representative of the Noteholders, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), Biver (in any capacity), the Corporate Servicer and the Back-up Servicer (the "**Intercreditor Agreement**"), provision has been made as to the application of the proceeds of collections in respect of the Claims and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Claims. The Intercreditor Agreement also sets out the order of priority for payments to be made by the Issuer in connection with the securitisation transaction.

Pursuant to the Intercreditor Agreement, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled (as an agent of the Issuer and to the extent permitted by applicable laws), until the Notes have been repaid in full or cancelled in accordance with the Conditions, to take possession of all Collections and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its discretion but in any case in accordance with Condition 11(b) (*Restrictions on disposal of Issuer's assets*), deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments.

The Intercreditor Agreement is governed by Italian law.

The Mandate Agreement

Pursuant to the terms of a mandate agreement dated the Signing Date between the Issuer and the Representative of the Noteholders (the "**Mandate Agreement**"), the Representative of the Noteholders is empowered to take such action in the name of the Issuer, following the service of an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors.

The Mandate Agreement is governed by Italian law.

The Quotaholder's Commitment

The quotaholder's commitment dated the Signing Date between the Issuer, the Representative of the Noteholders and Stichting Markerburg (the "**Quotaholder's Commitment**") contains, *inter alia*, provisions in relation to the management of the Issuer.

The Quotaholder's Commitment also provides that Stichting Markerburg will not approve payment of any dividends or any repayment or return of capital by the Issuer prior to the date on which all amounts of principal and interest on the Notes have been paid in full.

The Quotaholder's Commitment is governed by Italian law.

The Subordinated Loan Agreement

Pursuant to the terms of a subordinated loan agreement dated the Signing Date (the "**Subordinated Loan Agreement**") between the Issuer, the Representative of the Noteholders, C.R.Asti and Biver (in such capacity, collectively, the "**Subordinated Loan Provides**" and, any of them, a "**Subordinated Loan Provider**"):

(a) C.R.Asti has agreed to grant to the Issuer a subordinated loan in an amount equal to € 23,027,550 (the "**C.R.Asti Subordinated Loan**"); and

(b) Biver has agreed to grant to the Issuer a subordinated loan in an amount equal to € 8,822,450 (the "**Biver Subordinated Loan**" and, together with the C.R.Asti Subordinated Loan, the "**Subordinated Loans**").

The Subordinated Loans will be repaid in accordance with the applicable Priority of Payments. The Subordinated Loans will be drawn down by the Issuer on the Issue Date and immediately credited to the Cash Reserve Account except for (i) €17,800,000 which will be credited to the Set-off Reserve Account and (ii) €50,000 which will be credited to the Expenses Account. The Subordinated Loan Agreement is governed by Italian law.

The other Transaction Documents

For a description of the Transfer Agreements, see "*The Transfer Agreements*" above. For a description of the Servicing Agreements and the Back-up Servicing Agreement, see "*The Servicing Agreements and the Back-up Servicing Agreement*", above. For a description of the Warranty and Indemnity Agreements, see "*The Warranty and Indemnity Agreements*", above. For a description of the Agency and Accounts Agreement, see "*The Agency and Accounts Agreement*", above.

ESTIMATED WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES AND ASSUMPTIONS

The average life of the Class A Notes cannot be predicted as the actual rate at which the Loans will be repaid and a number of other relevant factors are unknown.

The following table shows the estimated weighted average life and the principal payment window of the Class A Notes and has been, *inter alia*, prepared based on the characteristics of the Loans included in the Portfolio and on the following additional assumptions:

(a) the Issuer will not exercise the option to redeem the Notes pursuant to Condition 7(c) (*Optional redemption of the Notes*) and/or to Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) occur in respect of the Notes;

(b) the Loans are subject to an annual constant prepayment rate assumed under different scenarios where a rate of 8.0 per cent. per annum represents the base case scenario. The annual constant prepayment rate has been applied to the Portfolio in homogeneous terms calculated on a quarterly basis;

(c) all Claims are duly and timely paid and there are no defaults and no delinquencies in payments in relation to the Loans;

(d) no Events of Default under the Conditions and no Consolidated Servicer Report Delivery Failure Event occur;

(e) the Originators will not exercise the rights of renegotiation, repurchase and subrogation (*surrogazione*) in respect of the relevant Claims and/or the relevant Loans provided for under clause 11, clause 12 and clause 13 of the relevant Transfer Agreement;

(f) repayment of principal under the Class A Notes on any Interest Payment Date following the Interest Payment Date falling in October 2018, assuming that no Purchase Termination Event has occurred prior to such date;

(g) the principal on Class A Notes is assumed to be redeemed with the principal instalments of the Portfolio only (for the avoidance of doubts without considering any amount deriving from the Cash Reserve Account) while all the interest instalments are assumed to be fully allocated to pay for the items of the applicable Priority of Payments ranking senior to the principal on Class A Notes; and

(h) the Class A Notes are issued on the Issue Date.

Based upon the above assumptions, the approximate estimated weighted average life of the Class A Notes at various assumed constant prepayment rates for the Loans, would be as follows:

PREPAYMENT RATE	CLASS A WEIGHTED AVERAGE LIFE (YEARS)	EXPECTED MATURITY
0%	**3.65**	**October 2023**
4%	**3.30**	**October 2022**
8%	**3.05**	**January 2022**
12%	**2.87**	**October 2021**
16%	**2.73**	**April 2021**

The actual characteristics and performances of the Loans may differ from the assumptions used in constructing the tables set forth above, which are hypothetical in nature.

The rate referred to in assumption (b) above is stated as an average annualised prepayment rate since the prepayment rate for one Interest Period may be substantially different from that for another. The constant

prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumption (c) above assumes no default in payments in relation to the Loans occurs, but no assurance can be made that payments in relation to the Loans will always be made.

Assumptions (d) and (e) above relate to circumstances which are not predictable.

The estimated weighted average lives of the Class A Notes are subject to factors outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates set forth above will be realised.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the laws in force in Italy and Italian practice as at the date of this Prospectus and are subject to any changes in law and Italian practice occurring after such date, which changes could be made on a retroactive basis. The following overview 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 overview will not be updated by the Issuer after the Issue Date to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this overview 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 No. 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 debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by Italian companies incorporated pursuant to Law No. 130 of 30 April 1999.

Italian resident Noteholders

Where an Italian resident Noteholder is (i) an individual (unless he has opted for the application of the *risparmio gestito* regime – see under "Capital gains tax" below – where applicable); (ii) a partnership (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. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

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.

Where 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 (and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP – the regional tax on productive activities).

Where 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 ordinary Italian corporate taxation.

Subject to certain conditions and limitations (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in article 1, paragraphs 100-114, of Law No. 232 of 11 December 2016 (the "**Budget Act 2017**").

Payments of interest (including the difference between the redemption amount and the issue price), premium 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 No. 58 of 24 February 1998 ("**Decree 58**") or pursuant to article 14-*bis* of law No. 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 real estate investment fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by Italian Real Estate Funds or upon redemption of the units. In certain cases a tax transparency regime may apply in respect of certain categories of investors in the Real Estate Funds owning more than 5 per cent. of the fund's units.

Pursuant to article 9 of legislative decree No. 44 of 4 March 2014, the same regime applicable to Real Estate Funds also applies to *società di investimento a capitale fisso* ruled by Decree 58 exclusively or primarily investing in real estate in the measures provided under the applicable implementing regulations ("**Real Estate SICAF**").

Where an Italian resident Noteholder is an open-ended or a closed-end investment fund ("**Investement Fund**"), a *società di investimento a capitale variabile* ("**SICAV**") or a *società di investimento a capitale fisso* not exclusively or primarily investing in real estate ("**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 26 per cent. on distributions made by the Investment Fund, the SICAV or the SICAF to certain categories of investors or upon redemption or disposal of their units or shares.

Where an Italian resident Noteholder is a pension fund subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005, as subsequently amended ("**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, to be subject to an 20 per cent. substitute tax.

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.

Where 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

Where 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 either (i) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy (the "**White List States**"); (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 a White List State, even if it is not subject to income tax therein.

White List States are currently identified by Ministerial decree of 4 September 1996, as amended and supplemented by Ministerial decree 9 August 2016. Such a list is expected to be updated each six months;

countries can be removed from the list if their tax authorities consistently do not cooperate with the Italian tax authorities on the exchange of tax information.

In order to ensure gross payment, non-Italian resident Noteholders must be the beneficial owners of the payments of interest, premium or other income and (i) 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 or a non-resident entity or company which has an account with a centralised clearance system which has a direct relationship with the Italian Ministry of Economy and Finance; and (ii) 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

Any gain obtained from the sale or redemption of the Notes would be treated as part of the 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 (i) Italian resident companies; (ii) Italian resident commercial partnerships; (iii) permanent establishments in Italy of foreign corporations to which the Notes are effectively connected; or (iv) Italian resident individuals carrying out a commercial activity, as to any capital gain 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.

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 an *imposta sostitutiva*, levied at the current rate of 26 per cent., pursuant to Legislative Decree No. 461 of 21 November 1997 (“**Decree 461**”). Noteholders may set off losses with gains.

In respect of the application of the *imposta sostitutiva*, 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, the *imposta sostitutiva* 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 *imposta sostitutiva* 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. Pursuant to law decree No. 66 of 24 April 2014 (“**Decree 66**”), capital losses may be

carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; and (ii) 76.92 per cent. if realised from 1 January 2012 to 30 June 2014.

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 *imposta sostitutiva* 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 *imposta sostitutiva* 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. Pursuant to Decree 66, capital losses may be carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; and (ii) 76.92 per cent. if realised from 1 January 2012 to 30 June 2014. 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 so-called "*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. Pursuant to Decree 66, decreases in value accrued on the investment portfolio may be carried forward to be offset against increase in value accrued after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the decreases accrued before 1 January 2012; and (ii) 76.92 per cent. of the decreased accrued from 1 January 2012 to 30 June 2014. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in its annual tax return.

Subject to certain conditions and limitations (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in article 1, paragraphs 100-114, of Budget Act 2017.

Any capital gains realised by a Noteholder which is an Italian Real Estate Fund or a Real Estate SICAF concurs to 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 on income realized by the participants on distributions or redemption of the units or the shares (where the item of income realised by the participants may include the capital gains on the Notes). In certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund and Real Estate SICAF owning more than 5 per cent. of the units or the shares.

Any capital gains realised by a Noteholder which is an Investment Fund, a SICAV or a SICAF will not be subject neither to substitute tax nor to any other income tax in the hands of the Investment Fund, the SICAV or a SICAF. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by the Investment Fund, SICAV or a SICAF to certain categories of investors or upon redemption or disposal of their units or shares.

Any capital gains realised by a Noteholder which is Pension Fund (subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005, as subsequently amended) 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.

Non-Italian resident Noteholders

The 26 per cent. final *imposta sostitutiva* on capital gains may be payable on capital gains realised upon sale for consideration or redemption of the Notes by non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected, if the Notes are held in Italy.

However, any capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected through the sale for consideration or redemption of the Notes are exempt from taxation in Italy if the Notes are listed on a regulated market in Italy or abroad and, in certain cases, subject to timely filing of required documentation (in particular, a self-declaration not to be resident in Italy for tax purposes), even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty.

In case the Notes are not listed on a regulated market in Italy or abroad, pursuant to the provisions of article 5 of Decree 461, non-Italian resident beneficial owners of the Notes without a permanent establishment in Italy to which the Notes are effectively connected are exempt from *imposta sostitutiva* in Italy on any capital gains realised, upon sale for consideration or redemption of the Notes, if they are resident, for tax purposes, in a White List State as defined above.

In such case, if non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected hold the Notes with an Italian authorised financial intermediary, in order to benefit from exemption from Italian taxation on capital gains, such non-Italian residents may be required to timely file with the authorised financial intermediary an appropriate self-declaration stating they are resident for tax purposes in a White List State.

Exemption from Italian *imposta sostitutiva* on capital gains realised upon disposal of Notes not listed on a regulated market also applies to non-Italian residents who are (i) international bodies and organisations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in White List States, even if not subject to income tax therein; and (iii) Central Banks or other entities managing, *inter alia*, official State reserves.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double taxation treaty with Italy, providing that capital gains realised upon sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gain realised upon sale for consideration or redemption of Notes.

In such case, if non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected hold the Notes with an Italian authorised financial intermediary, in order to benefit from exemption from Italian taxation on capital gains, such non-Italian residents may be required to timely file, with the authorised financial intermediary, appropriate documents which include, *inter alia*, a certificate of residence issued by the competent tax authorities of the country of residence of the non-Italian residents.

The *risparmio amministrato* regime is the ordinary regime automatically applicable to non-resident persons and entities in relation to Notes deposited for safekeeping or administration at Italian banks, SIMs and other eligible entities, but non-resident noteholders retain the right to waive this regime. Such waiver may also be exercised by non-resident intermediaries in respect of safekeeping, administration and deposit accounts held in their names in which third parties' financial assets are held.

Italian inheritance and gift tax

Under Law Decree No. 262 of 3 October 2006 (converted with amendments into Law No. 286 of 24 November 2006), as subsequently amended, subject to certain exceptions, Italian inheritance and gift tax is generally payable on transfers of assets and rights, including the Notes (i) by reason of death or gift by Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), even if the transferred assets are held outside Italy,

and (ii) by reason of death or gift by non-Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), but only if the transferred assets are held in Italy.

In such event, Italian inheritance and gift tax applies as follows:

(i) at a rate of 4 per cent. in case of transfers in favour of the spouse or relatives in direct line on the portion of the global net value of the transferred assets exceeding, for each beneficiary, €1,000,000;

(ii) at a rate of 6 per cent. in case of transfers in favour of relatives up to the fourth degree or relatives in-law up to the third degree on the entire value of the transferred assets. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the transferred assets exceeding, for each beneficiary, €100,000; and

(iii) at a rate of 8 per cent. in any other case.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding €1,500,000 at the rates shown above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

As from January 1, 2017, (i) the segregation of rights and assets (including the Notes) in a trust or (ii) the fiduciary contract pursuant to article 1(3) of Law No. 112 of 22 June 2016, or (iii) the earmarking of the assets under article 2645-ter of the Italian civil code, will be exempt from the Italian inheritance and gift tax if the aforementioned deeds are exclusively made in favor of persons with severe disabilities and all the conditions set out in article 6 of Law No. 112 of 22 June 2016 are properly met. The exemption also applies to the re-transfer of the assets to the persons who have segregated the same assets (i) in a trust, or (ii) in a fiduciary contract pursuant to article 1(3) of Law No. 112 of 22 June 2016, or (iii) in the earmarking of the assets under article 2645-ter of the Italian civil code, if the death of the beneficiaries occurs before the death of the settlors.

With respect to Notes listed on a regulated market, the value for inheritance and gift tax purposes is the average trading price of the last quarter preceding the date of the succession or of the gift (including any accrued interest).

Moreover, an anti-avoidance rule is provided for in case of gift of assets, such as the Notes, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by legislative Decree 461. In particular, if the donee sells the Notes for consideration within five years from their receipt as a gift, the donee is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

Transfer tax

Contracts relating to the transfer of securities are subject to the registration tax as follows:

(i) public deeds and notarised deeds are subject to fixed registration tax at rate of €200;

(ii) private deeds (*scritture private non autenticate*) are subject to registration tax only in case of (a) voluntary registration, or (b) in case of cross reference in a deed, agreement or other document entered into, executed or signed by the same parties thereto and registered with the competent Registration Tax Office or in a judicial decision (*enunciazione*), or (c) in case of use. According to article 6 of the Presidential Decree No. 131 of 26 April 1986, a "case of use" would occur if the relevant document is deposited with a central or local government office or with a court chancery in connection with an administrative procedure.

Stamp duty

Law decree No. 201 of 6 December 2011 ("**Decree 201**"), converted into law with amendments by law No. 214 of 22 December 2011, has replaced the paragraphs 2-*bis* and 2-*ter* and related Notes (3-*bis* and 3-*ter*) of article 13 of the Tariff annexed to the stamp duty law approved by Presidential decree No. 642 of 26 October 1972.

Pursuant to Decree No. 201, statements sent to customers and related to all the financial products and instruments (as the Notes), including those not deposited, are subject to stamp duty at the rate of 0.2 per cent. The maximum amount due is set at €14,000 for Noteholders other than individuals.

Such a tax is applied to each statement, on the market value, or in its absence, on the face or repayment value of securities and financial products. The statement is considered to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable *pro-rata*. 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 30 September 2016) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth tax on securities deposited abroad

Pursuant to article 19, paragraphs 18-23, of Decree 201, Italian resident individuals holding certain financial assets – including the Notes – outside the Italian territory are required to pay a wealth tax at a rate of 0.2 per cent.

Such a tax is calculated on the fair market value of the Notes at the end of the relevant year or, in the case the fair market value cannot be determined, on their nominal values or redemption values, or in the case the face or redemption values cannot be determined, on the purchase value of any financial asset (including banking bonds, "*obbligazioni*" and the Notes) held abroad by Italian resident individuals. If the financial products are no longer held on 31 December of the relevant year, reference is made to the value in the period of ownership. The tax is determined in proportion to the period of ownership. A tax credit is granted for any foreign property tax levied abroad on such financial assets.

Tax monitoring obligations

Pursuant to law decree No. 167 of 28 June 1990, as subsequently amended and supplemented by law No. 97 of 6 August 2013 and by law No. 50 of 28 March 2014, individuals, non-commercial partnerships and non-commercial entities which are resident in Italy for tax purposes and that in the course of the year hold (or are beneficial owners, as defined for anti-money laundering purposes, of) investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian 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 the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding Euro 15,000 throughout the year).

The above reporting is not required to be complied with respect to Notes deposited with qualified Italian intermediaries and with respect to contracts entered into through their intervention, provided that the financial flows and income derived from the Notes are subject to tax by the same intermediaries.

EU Savings Directive

Legislative decree No. 84 of 18 April 2005 ("**Decree 84**") implemented in Italy, as of 1 July 2005, the European Council Directive No. 2003/48/EC on the taxation of savings income (the "**EU Saving Directive**"). Under Decree 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, Italian qualified paying agents shall report to the Italian tax authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

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 previsions of the latter directive and the new automatic exchange of information regime set forth 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 obligations of European member States, economic operators and paying agents under the EU Savings Directive shall however continue to apply until 5 October 2016 (31 December 2016, with respect to the obligations under

article 13, paragraph 2, of the EU Savings Directive) or until those obligations have been fulfilled. Moreover, in such a scenario the Italian Parliament delegated the Government to implement Council Directive 2014/107/EU into domestic legislation with Law No. 114 of 9 July 2015 (Council Directive 2011/16/EU has already been implemented in Italy through Legislative Decree No. 29 of 9 March 2014) and the Minister of Economy and Finance issued the decree of 28 December 2015.

The proposed European financial transactions tax

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax ("**FTT**") to be implemented by Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia only (the "**Participating Member States**").

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside the Participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (i) by transacting with a person established in a Participating Member State or (ii) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT would impose a charge at generally not less than 0.1% of the sale price on such transactions.

However, the FTT proposal remains subject to negotiation between the Participating Member States and the scope of any such tax is uncertain.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Cassa di Risparmio di Asti S.p.A. and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. have, in their respective capacity as:

(a) C.R.Asti Class A Notes Subscriber and Biver Class A Notes Subscriber (collectively, the "**Class A Notes Subscribers**"), pursuant to a Class A notes subscription agreement dated the Signing Date between the Issuer, UniCredit Bank AG, in its capacity as arranger, the Representative of the Noteholders and the Class A Notes Subscribers (the "**Class A Notes Subscription Agreement**"), agreed to subscribe and pay for each class of the Class A Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class A Notes; and

(b) C.R.Asti Junior Notes Subscriber and Biver Junior Notes Subscriber (collectively, the "**Junior Notes Subscribers**"), pursuant to a junior notes subscription agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscribers (the "**Junior Notes Subscription Agreement**" and, together with the Class A Notes Subscription Agreement, the "**Subscription Agreements**"), agreed to subscribe and pay for each class of the Junior Notes at the issue price of 100 per cent. of the aggregate principal amount of the Junior Notes (the Class A Notes and the Junior Notes, collectively, the "**Notes**").

United States of America

The Notes have not been and will not be 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 a U.S. person except in accordance with Regulation S or in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the regulations thereunder.

Each of the Class A Notes Subscribers and the Junior Notes Subscribers has represented, warranted and agreed that it has not offered or sold, respectively, the Class A Notes and the Junior Notes and will not offer or sell any Class A Notes and Junior Notes constituting part of its allotment within the United States or to, or for the benefit of, a U.S. person except in accordance with Rule 903 of Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Class A Notes Subscribers and the Junior Notes Subscribers has represented and agreed that neither it, nor its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Class A Notes and Junior Notes, and that it has and they have complied and will comply with the offering restrictions requirements of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until the expiration of 40 days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer, distributor or other person (whether or not participating in this offering) may violate the requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act. Because the Issuer intends to rely on the exemption from registration set out in Section 3(c)(7) of the Investment Company Act, any U.S. Person that acquires a direct or indirect interest in any of the Notes will be required to represent that such U.S. Person is a Qualified Purchaser as such term is defined in, and for purposes of the Investment Company Act.

Republic of Italy

The offering of the Class A Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation

and, accordingly, each of the Class A Notes Subscribers has represented and agreed, pursuant to the Class A Notes Subscription Agreement, that it has not offered, sold or distributed, and will not offer, sell or distribute, any Class A Notes or any copy of this Prospectus or any other offer document in the Republic of Italy by means of an offer to the public of financial products under the meaning of article 1, paragraph 1, letter t) of Italian legislative decree No. 58 of 24 February 1998 (the "**Financial Services Act**"), unless an exemption applies. Accordingly, the Class A Notes shall only be offered, sold or delivered and copies of this Prospectus or any other offering material relating to the Notes may only be distributed in Italy:

(a) to "qualified investors" (*investitori qualificati*), pursuant to article 100 of the Financial Services Act and article 34-*ter*, paragraph 1, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the "**CONSOB Regulation**"); or

(b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under article 100 of the Financial Services Act and article 34-*ter* of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Class A Notes or distribution of copies of the Prospectus or any other document relating to the Class A Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, the Banking Act and CONSOB Regulation 16190 of 29 October 2007, all as amended;

(ii) in compliance with article 129 of the Banking Act and with the implementing instructions of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the offering or issue of securities in the Republic of Italy; and

(iii) in accordance with any other applicable laws and regulations, including all relevant Italian securities, tax and exchange controls, laws and regulations and any limitations which may be imposed from time to time, *inter alia*, by CONSOB or the Bank of Italy.

In accordance with Article 100-*bis* of the Financial Services Act, where no exemption under (a) or (b) above applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Financial Services Act and the CONSOB Regulation. Failure to comply with such rules may result, *inter alia*, in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by the investors.

Notwithstanding the above, in no event may the Junior Notes be sold or offered for sale (on the Issue Date or at any time thereafter) to individuals (*persone fisiche*) residing in the Republic of Italy.

United Kingdom

Each of the Class A Notes Subscribers and the Junior Notes Subscribers has represented and agreed with the Issuer that:

(a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each of the Class A Notes Subscribers has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that

Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Class A Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than:

(i) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(ii) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or

(iii) in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Class A Notes shall require the Issuer or the Class A Notes Subscribers to publish a prospectus pursuant to article 3 of the Prospectus Directive or supplement a prospectus pursuant to article 16 of the Prospectus Directive.

For the purposes hereof, the expression "**an offer of 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 for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

Any purchase, sale, offer and delivery of all or part of the Junior Notes shall be made in compliance with article 405 of the CRR, article 51 of the AIFM Regulation or Article 254 of the Solvency II Regulation.

General

Each of the Class A Notes Subscribers and the Junior Notes Subscribers has represented, warranted and undertaken that no action has been taken by it that would, or is intended to, permit a public offer of the Notes or possession or distribution of the Prospectus or any other offering or publicity material relating to the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, pursuant to, respectively, the Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement, each of the Class A Notes Subscribers and the Junior Notes Subscribers has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish this Prospectus or any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

REGULATORY DISCLOSURE AND RETENTION UNDERTAKING

Please refer to the paragraph entitled "Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes" in the section entitled "Risk Factors" for further information on the implications of the Regulatory Disclosure for certain investors in the Notes.

Retention statement

Each of the Originators will retain a material net economic interest of at least 5 per cent. in the Securitisation in accordance with option (1)(d) of article 405 of the CRR and Part II, Chapter 6, Section IV of the Bank of Italy's guidelines No. 285 of 17 December 2013 (*Disposizioni di vigilanza per le banche*), as subsequently amended (the "**Instructions**"), option (1)(d) of article 51, paragraph 1, letter (d) of the AIFMR and option 2(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter) so long as the Notes are outstanding. As at the Issue Date, such interest will comprise an interest in the Junior Notes which is not less than 5 per cent. of the nominal value of the securitised exposures, in accordance with option (1)(d) of article 405 of the CRR and Part II, Chapter 6, Section IV of the Instructions, as subsequently amended, option 1(d) of article 51 of the AIFMR and option 2(d) of the Solvency II Regulation (or any permitted alternative method thereafter). Any change to the manner in which this interest is held will be notified to investors. Furthermore, each of C.R.Asti and Biver will disclose that it continues to fulfil the obligation to maintain the material net economic interest in the Securitisation in accordance with the above and give relevant information to the Noteholders and prospective investors in this respect on a quarterly basis through the Investors' Report.

Pursuant to the Class A Notes Subscription Agreement, each of the Originators has undertaken *vis-à-vis* the Arranger and the Representative of the Noteholders that it will:

(i) retain at the origination and maintain (on an on-going basis) a material net economic interest of at least 5 per cent. in the Securitisation in accordance with option (1)(d) of article 405 of the CRR, option (1)(d) of article 51 of the AIFMR and option 2(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter) so long as the Notes are outstanding;

(ii) disclose that it continues to fulfil the obligation to maintain the material net economic interest in the Securitisation in accordance with option (1)(d) of article 405 of the CRR and Part II, Chapter 6, Section IV of the Instructions, option (1)(d) of article 51 the AIFM Regulation and option 2(d) of Article 254 of the Solvency II Regulation and give relevant information to the Noteholders and prospective investors in this respect on a quarterly basis through the Investors' Report;

(iii) comply with the disclosure obligations imposed on sponsor and originator credit institutions under the Bank of Italy's guidelines No. 285 of 17 December 2013 (*Disposizioni di vigilanza per le banche*), Part II, Chapter 6, Section IV, as subsequently amended, on the implementation of the CRR;

(iv) ensure that Noteholders and prospective investors have readily available access to all information as it would be necessary to conduct comprehensive and well informed stress tests and to fulfil their monitoring and due diligence duties under articles 405 and following of the CRR;

(v) notify to the Noteholders any change to the manner in which the material net economic interest set out above is held, to the extent this is permitted under any applicable regulation; and

(vi) use its best endeavours to make available all such additional information in its possession which may be reasonably required by regulatory authorities in connection with items (i) to (v) above.

Investors to assess compliance

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with each of Part Five of the CRR (including article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of the Solvency II Regulation (including article 254) and any corresponding national measure which may be relevant and none of the Issuer, the Arranger or the other parties to the Transaction Documents makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. In addition each prospective Noteholder should ensure that it complies with

the implementing provisions in respect of Part Five of the CRR (including articles 405 and 406), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of the Solvency II Regulation (including article 254) (as the case may be) in its relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

Please refer to the paragraph entitled "Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes" in the section entitled "Risk Factors" for further information on the implications of the Regulatory Disclosure for certain investors in the Notes.

GENERAL INFORMATION

Authorisation

The issue of the Notes has been authorised by resolution of the quotaholder's meeting of the Issuer passed on 9 March 2017.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Funds available to the Issuer

The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes will be from collections made in respect of the Portfolio.

Listing and admission to trading

Application has been made to list the Class A Notes on the Official List of the Luxembourg Stock Exchange and to trading on its Regulated Market. No application has been made to list the Junior Notes on any stock exchange.

Clearing systems

The Class A Notes have been accepted for clearance through Monte Titoli by Euroclear and Clearstream, Luxembourg. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The ISINs and the Common Codes for the Class A Notes are as follows:

	Class A Notes	**Junior Notes**	
Common Code:	157790072	/	
ISIN:	IT0005246076	IT0005246084	

No significant change and no material adverse change

There has been no significant change in the financial or trading position of the Issuer since 13 December 2016 (being the date of incorporation of the Issuer) and there has been no material adverse change in the financial position of the Issuer or prospect since 13 December 2016.

No material contracts or arrangements, other than those disclosed in this Prospectus, have been entered into by the Issuer since the date of its incorporation.

Legal and arbitration proceedings

The Issuer is not involved in any legal, governmental or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since its incorporation significant effects on the financial position or profitability of the Issuer.

Accounts

The Issuer will produce, and will make available at its registered office, proper accounts (*ordinata contabilità interna*) and audited (to the extent required) financial statements in respect of each financial year (commencing on 1 January and ending on 31 December, the next such accounts to be prepared being those in respect of the financial year ending on 31 December 2017) but will not produce interim financial statements.

Borrowings

Save as disclosed in this Prospectus on page 180, as at the date of 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.

Post issuance reporting

For so long as any of the Class A Notes remains outstanding, the Issuer will provide post issuance information described in this paragraph. Copies of the Payments Report and the Investor Report will be made available for inspection at the registered offices of the Issuer, the Italian Paying Agent and the Representative of the Noteholders. Each Investor Report will be available at the registered office of the Issuer, the Italian Paying Agent and the Representative of the Noteholders by no later than two Business Days immediately following each Interest Payment Date and will contain details of, *inter alia*, the Claims, amounts received by the Issuer from any source during the preceding Collection Period and amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date.

Documents

As long as the Class A Notes are listed on the Official List of the Luxembourg Stock Exchange, copies of the following documents (and, with regard to the documents listed under (a) and (b) and below, the English translations thereof) will, when published, be available in physical form for inspection free of charge during usual office hours on any Business Day (excluding public holidays) at the registered office of the Issuer and the Specified Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent (as set forth in Condition 17 (*Notices*)) for the life of this Prospectus:

(a) the by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer;

(b) the annual audited (to the extent required) financial statements of the Issuer. The next annual financial statements will relate to the financial year ending on 31 December 2017 and will be available not later than April 2018. The financial statements and the financial reports are drafted in Italian;

(c) the Investor Reports;

(d) the Consolidated Servicer Report setting forth the performance of the Claims and Collections made in respect of the Portfolio; and

(e) copies of the following documents:

  (i) the Agency and Accounts Agreement;

  (ii) the Mandate Agreement;

  (iii) the Subordinated Loan Agreement;

  (iv) the Intercreditor Agreement;

  (v) the Corporate Services Agreement;

  (vi) the Quotaholder's Commitment;

  (vii) the Transfer Agreements;

  (viii) the Servicing Agreements;

  (ix) the Warranty and Indemnity Agreements;

  (x) the Back-up Servicing Agreement;

  (xi) the Class A Notes Subscription Agreement;

  (xii) the Junior Notes Subscription Agreement;

  (xiii) the Prospectus; and

  (xiv) the Rules of the Organisation of the Noteholders in the form in which they are included in this Prospectus.

Any references to websites and website addresses (and the contents thereof) do not form part of this Prospectus.

Notes freely transferable

The Class A Notes shall be freely transferable.

Annual fees

The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein (exclusive of the expenses related to the admission of the Class A Notes to trading on the Regulated Market being equal to €8,000) amount to approximately €95,000, excluding all fees payable to the Servicers under the Servicing Agreements, plus any VAT if applicable.

INDEX OF DEFINED TERMS

€ .... iv, 124

2010 PD Amending Directive 230

24 Hours 159

48 Hours 159

ABI 15

ABSPP 2

Account 113

Accounts 53, 82, 110, 113, 182

Accumulation Date 39, 113

Additional Cash Reserve Amount 77, 83, 113

Additional Claim 202

Additional Claims Purchase Price 202

Additional Expenses 113

Additional Target Cash Reserve Amount 77, 83, 114

Affected Claims 215

Agency and Accounts Agreement 35, 112

Agent 112

Agent Bank 36, 112

Agents 112, 186

Aggregate Portfolio 88

AIFM 26

AIFM Regulation 27, 45, 114

AIFMR i

AIFMs 27

Alternative Investment Fund Manager Regulation i

an offer of Notes to the public 230

Arranger .... ii, 36

Article 8b Requirements 31
Back-up Servicer 35, 114, 212
Back-up Servicing Agreement 35, 114, 212
Bank Recovery and Resolution Directive 21
Banking Act 32, 114, 191
Bankruptcy Law 15
Base Rate 62, 114
Basel Committee 24
Basel III 24
Basic Terms Modification 114, 159
Benchmark Regulation 5
Bersani Decree 15
Biver .... i, 33, 51, 98, 114
Biver Claims 46, 114
Biver Collections 114
Biver Common Criteria 189
Biver Criteria 189
Biver Defaulted Claims 53, 114, 211
Biver Initial Criteria 189
Biver Initial Specific Criteria 189
Biver Initial Valuation Date 199
Biver Loans 114
Biver Portfolio 114
Biver Rateo Amount 203
Biver Revolving Period 47, 114
Biver Sale Agreement 46, 115
Biver Servicer Report 52
Biver Servicing Agreement 34, 115, 208
Biver Subordinated Loan 34, 115, 217

Biver Subsequent Criteria 189
Biver Subsequent Specific Criteria 189
Biver Transfer Agreement 33, 115, 188
Biver Warranty and Indemnity Agreement 115
Block Voting Instruction 160
Blocked Notes 159
BNPSS 33
Borrower 51, 115
Borrowers 88, 115
Brexit Vote 28
BRRD Decrees 22
Budget Act 2017 220
business 163
Business Day 38, 115
C.R.Asti .... i, 32, 51, 96, 116
C.R.Asti Claims 46, 116
C.R.Asti Collections 116
C.R.Asti Common Criteria 189
C.R.Asti Criteria 189
C.R.Asti Defaulted Claims 53, 116, 211
C.R.Asti Initial Criteria 189
C.R.Asti Initial Specific Criteria 189
C.R.Asti Initial Valuation Date 193
C.R.Asti Loans 116
C.R.Asti Portfolio 116
C.R.Asti Rateo Amount 202
C.R.Asti Revolving Period 47, 116
C.R.Asti Sale Agreement 46, 117
C.R.Asti Servicer Report 52

C.R.Asti Servicing Agreement 34, 117, 208

C.R.Asti Subordinated Loan 34, 117, 217

C.R.Asti Subordinated Loans 217

C.R.Asti Subsequent Criteria 189

C.R.Asti Subsequent Specific Criteria 189

C.R.Asti Transfer Agreement 33, 117, 188

C.R.Asti Warranty and Indemnity Agreement 117

Calculation Date 64, 115

Call Option 204

Cancellation Date 39, 115

Cash Reserve 77, 83, 115

Cash Reserve Account 54, 110, 115

Chairman 160

Claim to be Repurchased 204

Claims .... i, 46

Class 112

Class A Noteholders 40, 112

Class A Notes .... i, 36, 112

Class A Notes Subscribers 115, 228

Class A Notes Subscription Agreement 115, 228

Class A Rate of Interest 115, 144

Class of Notes 160

Clearstream, Luxembourg .... i, 115

Collection Account 53, 110, 115

Collection Date 51, 115

Collection Fee 52

Collection Period 51, 115

Collection Policy 208

Collections 51, 116

Commission's Proposal 227
Compensation Threshold 78, 116
Competitività Decree 10
Computation Agent 35, 112
Condition i
Conditions .... i, 37, 112
CONSOB .... i, 116, 228
CONSOB Regulation 229
Consolidated Servicer Report 52, 116, 210
Consolidated Servicer Report Delivery Failure Event 69, 116
Consultancy Fee 53
Corporate Servicer 33, 116
Corporate Services Agreement 33, 116, 216
CRA Regulation .... i, 30
CRA3 ....45, 116
CRA3 Regulation 30
CRD IV 24, 26
Crediti Iniziali Biver 124
Crediti Iniziali C.R.Asti 124
Crediti Successivi Biver 133
Crediti Successivi C.R.Asti 133
Criteria 189
CRR .... i, 24, 26, 45, 117
CSSF i
Cumulative Default Ratio 50, 117
Cumulative Default Ratio relating to the Portfolio 50, 117
Cure Period 215
DBRS .... i, 44, 82, 117
DBRS Equivalent Rating 62, 117

DBRS Minimum Rating 63, 118

Debt Securities 78, 119

Debtor Insolvency Proceedings 208

Decree 201 225

Decree 239 .... 20, 119, 220

Decree 239 Withholding 39, 119

Decree 461 222

Decree 66 222

Decree 84 .... 20, 226

Defaulted Claim 53, 119, 211

Defaulted Claims 119

Deferred Interest 70, 119

Delegated Act 25

Delinquency Ratio 50, 119

Delinquency Ratio relating to the Portfolio 50, 119

Deposits 79, 119

Destinazione Italia Decree 9

Directive 2014/107/EU 20

ECB 2

Effective Date 79, 119

Eligible Institution 57, 120

Eligible Investments 57, 120

Eligible Investments Securities Account 54, 110, 123

EONIA 63, 123

Equity Capital Account 55, 111, 123

EU Saving Directive 226

EU Savings Directive 20

EU27 29

EURIBOR .... i, 123

euro .... iv, 124

Euro .... iv, 124

Euroclear .... i, 124

euro-zone 124

Event of Default 124, 152

Excess Set-off Amount 79, 124

Excluded Claim 202

Expenses Account 54, 110, 124

Extraordinary Resolution 124, 160

Final Redemption Date 124

Financial Services Act 229

Fixed rate loans 190, 195

Floating rate loans 190, 196

Fondiari Mortgage Loans 124

FSB 5

FSMA 229

FTT 227

Further Notes 143

Further Portfolios 143

Further Securitisation 23, 143

Further Security 143

Gruppo Bancario UniCredit 36

holders 112

HQLA 25

Initial Biver Claims 46, 124

Initial Biver Portfolio 46, 124

Initial C.R.Asti Claims 46, 124

Initial C.R.Asti Portfolio 46, 124

Initial Claim Individual Purchase Price 200, 201

Initial Claims .... i, 46, 124

Initial Execution Date 33, 124

Initial Portfolio 46, 125

Initial Portfolio Outstanding Amount 74, 124

Initial Set-off Reserve Amount 79, 84, 125

Initial Valuation Date 70, 125

Insolvency Event 134

Insolvent 125

Instalment 125

Instructions 45, 231

Insurance Premia 125, 206

Intercreditor Agreement 44, 125, 216

Interest Amount 125, 145

Interest Amount Arrears 125

Interest Determination Date 125, 144

Interest Payment Date 38, 125

Interest Period .... i, 125, 144

Intermediary 221

Investment Date 80, 82, 125, 183

Investment Fund 221

Investor Report 64, 185

IOSCO Benchmark Principles 5

Issue Date .... i, 36, 112

Issuer .... i, 32, 112, 126, 179

Issuer Acceleration Notice 126, 153

Issuer Available Funds 64, 126

Issuer Creditors 40, 127

Issuer Secured Creditors 127

Issuer's Rights 127, 160

Italian Paying Agent 35, 112

Italian Real Estate Fund 221

ITS 26

Judicial Proceedings 208

Junior Noteholders 40, 112

Junior Notes .... i, 36, 112

Junior Notes Additional Remuneration 127

Junior Notes Subscribers 127, 228

Junior Notes Subscription Agreement 127, 228

Junior Rate of Interest 127, 144

Law 3/2012 13

Law Decree No. 132 3

Law No. 342 13

LCR 25

LIBOR 5

Liquidation Date 83, 127

Liquidity Coverage Ratio 24

Loan 127

Loans 127

Local Business Day 151

Luxembourg Stock Exchange 126

Mandate Agreement 44, 127, 216

MAR 5

Maturity Date .... i, 39, 127, 146

Maximum Balance of the Principal Accumulation Account 50, 127

Maximum Set-off Risk 79, 84, 127

Meeting 128, 160

Monte Titoli .... i, 128

Monte Titoli Account Holder 128, 160

Monte Titoli Account Holders i

Moody's .... i, 44, 82, 128

Mortgage 128

Most Senior Class 128

Net Stable Funding Ratio 24

Noteholder 112

Noteholders 40, 112

Notes .... i, 36, 112, 228

Obligations 42

Offer Date 128

Organisation of Noteholders 128

Originator .... i, 33

Originator's Claims 128, 207

Originators .... i, 33, 128

Other Issuer Creditors 44, 128

Outstanding Principal 79, 128

Participating Member States 227

Payments Account 54, 110, 128

Payments Report 64, 184

Pension Fund 221

Performing Portfolio 71, 128

Portfolio 128

Portfolio Outstanding Amount 74, 128

Post-Enforcement Final Redemption Date 128

Post-Enforcement Priority of Payments 71, 129, 139

Pre-Enforcement Priority of Payments 66, 129, 137

Prepayment Agreement 15

Principal Accumulation Account 55, 110, 129

Principal Amount Outstanding 38, 129

Principal Payment....39, 129, 148
Priority of Payments....129
Proceedings....208
Prospectus Directive.... i, 230
Provisional Payments Report....184
Proxy....160
Purchase Price....75, 129
Purchase Price Capped Amount....71, 129
Purchase Price of the Initial Portfolio....74, 129, 200
Purchase Prices of the Initial Portfolio....75, 129
Purchase Termination Event Notice....131, 153
Purchase Termination Events....129
Put Option Notice....215
Quotaholder's Commitment....131, 179, 217
Rate of Interest....131
Rateo Amounts....70, 131, 203
Rating Agencies.... i, 44, 131
Real Estate Assets....214
Real Estate SICAF....221
Recoveries....131
Recovery Fee....53
Reference Banks....131
Regulation 2015/3....30
Related Security....131, 214
Relevant Class Noteholders....160
Relevant Clearing System....160
Relevant Date....131
Relevant Fraction....160
Relevant Implementation Date....230

Relevant Member State 229
Relevant Provisions 170
Renegotiation 88
Reporting Date 52, 131
Representative of the Noteholders 33, 112
Repurchase Price 204
Restructuring Agreement 13
Retention Amount 54, 110, 131
Revenue Eligible Investments Amount 83, 131
Revolving Period 47, 131
RTS 26
Rules of the Organisation of Noteholders 112
Sale Agreement 131
Sale Offer 132
Sale Offers 132
Screen Rate 123
Secured Amounts 132
Securities Act iv
Securitisation .... iii, 113
Securitisation Law .... i, 32, 112, 179
Security Interest 132
Servicer 34, 132
Servicer of the Biver Portfolio 34, 132, 208
Servicer of the C.R.Asti Portfolio 34, 132, 208
Servicers 34, 132
Servicing Agreement 34, 132
Servicing Agreements 34, 132
Servicing Fee 53
Set-off Reserve 78, 132

Set-off Reserve Account....55, 110, 132

Set-off Risk....78, 84, 132

Set-off Risk Amount....78, 132

Settlement Expenses Amount....203

SFI....30

SGRs....221

SICAF....221

Signing Date....33, 112, 132

SIMs....221

SMEs....17

SMEs Moratorium....17

Solvency II Directive....27

Solvency II Regulation.... i, 27, 45, 132

Specified Offices....132

Statement of the Accounts....55, 111

Stichting Markerburg....32, 132

Subordinated Loan Agreement....34, 132, 217

Subordinated Loan Provider....133, 217

Subordinated Loan Providers....34, 217

Subordinated Loan Providers....133

Subordinated Loans....34, 132

Subscription Agreements....133, 228

Subsequent Biver Claims....46, 133

Subsequent Biver Portfolio....47

Subsequent C.R.Asti Claims....46, 133

Subsequent C.R.Asti Portfolio....47, 133

Subsequent Claims.... i, 133

Subsequent Portfolio....133

Subsequent Portfolio Sale Conditions....85, 133

Subsequent Portfolios 47
Subsequent Transfer Date 79, 133
Suspended Interest 70, 133
Target Cash Reserve Amount 77, 83, 133
Target Set-off Reserve Amount 34, 78, 84, 133
Target Settlement Day 133
Target System 134
the 47
Transaction Bank 35, 112
Transaction Documents 134
Transfer Agreement .... i, 33
Transfer Agreements .... i, 33, 134, 188
Transfer Date 79, 134
Unpaid Instalment 53, 134, 211
Usury Law 12, 209
Usury Law Decree 12
Usury Rates 12
Usury Regulations 12
Valuation Date 134
Volcker Rule 21, 134
Voter 161
Voting Certificate 161
Warranty and Indemnity Agreements 50, 134, 214
White List States 221
Written Resolution 161

ISSUER

Asti Group PMI S.r.l.
Via Eleonora Duse, 53
I-00197 Rome
Italy

ORIGINATORS AND SERVICERS

Cassa di Risparmio di Asti S.p.A.
Piazza Libertà, 23
I-14100 Asti
Italy

Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.
Via Carso, 15
I-13900 Biella
Italy

REPRESENTATIVE OF THE NOTEHOLDERS, ITALIAN PAYING AGENT, COMPUTATION AGENT, TRANSACTION BANK AND AGENT BANK

BNP Paribas Securities Services, Milan Branch
Piazza Lina Bo Bardi, 3
I-20124 Milan
Italy

LEGAL AND TAX ADVISERS

To the Arranger and the Class A Notes Subscribers as to Italian law

White & Case (Europe) LLP
Piazza Diaz, 2
I-20123 Milan
Italy

To the Arranger and the Class A Notes Subscribers as to Italian tax law

Ludovici, Piccone & Partners
Via Sant'Andrea, 19
I-20121 Milan
Italy