Asti Group RMBS IV S.r.l.

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

€365,700,000 Class A1 Residential Mortgage Backed Floating Rate Notes due December 2074
€186,100,000 Class A2 Residential Mortgage Backed Floating Rate Notes due December 2074
Issue Price: 100 per cent.

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

This Prospectus contains information relating to the issue by Asti Group RMBS IV S.r.l. (the "**Issuer**") of €365,700,000 Class A1 Residential Mortgage Backed Floating Rate Notes due December 2074 (the "**Class A1 Notes**") and €186,100,000 Class A2 Residential Mortgage Backed Floating Rate Notes due December 2074 (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**", the "**Senior Notes**", or the "**Rated Notes**"). In connection with the issue of the Class A Notes, the Issuer will also issue €113,195,000 Class J Residential Mortgage Backed Fixed Rate and Additional Remuneration Notes due December 2074 (the "**Class J Notes**" or the "**Junior Notes**" and, together with the Class A Notes, the "**Notes**"). The 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**", or the "**Originator**").

The Issuer is a limited liability company with a 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**"), with a share capital Euro 10,000 (fully paid-up), having its registered office at via Curtatone, 3, 00185 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 12 December 2023 (in force starting from 20 December 2023) under number 48584.7. The tax and identification number (*codice fiscale*) and VAT number of the Issuer is 17676691003.

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 under a portfolio of (i) residential mortgage loans which qualify as "*mutui fondiari*" and (ii) other residential mortgage loans which qualify as "*mutui ipotecari*" (the "**Claims**") owed to the Originator. The Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 18 September 2024 between the Issuer and the Originator. 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 27 December 2024, being the first Interest Payment Date (as defined below), and thereafter quarterly in arrears on the twenty-seventh calendar day of March, June, September and December 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 A1 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 one-month and three-month deposits in euro) (as determined in accordance with Condition (6) (*Interest*)), plus a margin of 0.96 per cent. *per annum, provided that* such rate of interest (comprised of EURIBOR and the relevant margin) shall not be lower than zero. The rate of interest applicable to the Class A2 Notes for each Interest Period shall be the 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 one-month and three-month deposits in euro) (as determined in accordance with Condition (6) (*Interest*)), plus a margin of 0.85 per cent. *per annum, provided that* such rate of interest (comprised of EURIBOR and the relevant margin) shall not be lower than zero.

The Junior Notes will bear interest in accordance with Conditions 6(a) (*Interest Payment Dates and Interests Periods*) and 6(c) (*Interest on the Junior Notes*).

This Prospectus constitutes a prospectus for the purposes of (i) article 2, paragraph 3 of the Securitisation Law and is a prospectus (*prospetto informativo*) for all Classes of Notes in accordance with the Securitisation Law and (ii) article 6, paragraph 3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as subsequently amended and supplemented from time to time, the "**Prospectus Regulation**") and the relevant implementing measures in the Grand Duchy of the Luxembourg. This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being at the date of this Prospectus, https://www.luxse.com).

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 16 July 2019 relating to prospectuses for securities (the "**Luxembourg Act**"), for the approval of this Prospectus as a prospectus for the purposes of the Prospectus Regulation and relevant implementing measures in Luxembourg and article 6(4) of the Luxembourg Act. 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 the Regulated Market "*Bourse de Luxembourg*", which is a regulated market for the purposes of the Market in Financial Instruments Directive 2014/65/EU. **The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Class A Notes. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial opportunity of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg Act. Investors should make their own assessment as to the suitability of investing in the Notes. The CSSF has not reviewed nor approved any information regarding the Junior Notes.**

This Prospectus has been approved by the CSSF, as competent authority under the Prospectus Regulation.

Pursuant to articles 12(1) and 21(8) of the Prospectus Regulation, this Prospectus will remain valid for 12 (twelve) months from the date on which it obtained the CSSF's approval (such date being 12 November 2024) until 12 November 2025. Consequently, the obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply once this Prospectus is no longer valid.

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*".

Information available at any website referred to throughout this Prospectus does not form part of this Prospectus and has been neither scrutinized nor approved by the CSSF, unless it is clearly stated that any such information is incorporated by reference.

The Class A1 Notes are expected, on issue, to be rated "AAA(sf)" by DBRS Ratings GmbH ("**DBRS**"), and "AAA (sf)" by Scope Ratings GmbH ("**Scope**"). The Class A2 Notes are expected, on issue, to be rated "AAA(sf)" by DBRS, "AAA (sf)" by Scope and "Aa3 (sf)" by Moody's Italia S.r.l. ("**Moody's**" and, together with DBRS and Scope 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. 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 Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended and supplemented (the "**EU CRA Regulation**"), unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In addition, UK 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 UK and registered under EU CRA Regulation, as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK CRA Regulation**"), unless such rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

As at the date of this Prospectus, each of the Rating Agencies is established in the European Union, has more than 10 per cent. of the total market share pursuant to and for the purposes of article 8d (1) of the EU CRA Regulation and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by the ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of DBRS, Moody's and Scope are endorsed, respectively, by DBRS Ratings Limited, Moody's Investors Service Limited and Scope Ratings UK Ltd, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (being, as at the date of this Prospectus, https://register.fca.org.uk/s/).

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 Paying Agent, the Agent Bank, the Transaction Bank, the Swap Counterparty, the Corporate Servicer, the Computation Agent, the Servicer, the Stichting Corporate Services Provider, 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), the Class A Notes Subscriber, the Arranger, the Junior Notes Subscriber (each of them as defined below) or the quotaholder 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. By holding the Notes, the Noteholders will agree that the Issuer Available Funds will be applied by the Issuer in accordance with the applicable Priority of Payments.

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 ("**Euronext Securities Milan**") for the account of the relevant Euronext Securities Milan Account Holders. The expression "**Euronext Securities Milan Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Euronext Securities Milan and includes 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 Euronext Securities Milan on 13 November 2024 (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 1998 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.

Under the Rated Notes Subscription Agreement, the Originator has undertaken that it will: (i) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article 6, paragraph 3, of Regulation (EU) no. 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the "**EU Securitisation Regulation**") and the applicable regulatory technical standards issued from time to time by the European Banking Authority or the European Securities and Markets Authority, as applicable (the "**Regulatory Technical Standards**"); (ii) not change the manner in which the net economic interest is held, unless expressly permitted by article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; (iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Computation Agent in order to be disclosed in the Regulatory Investor Report; (iii) comply with the disclosure obligations imposed on originators under article 7, paragraph 1, letter (e)(iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; and (iv) procure that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, subject always to any requirement of law, *provided that* the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the applicable Regulatory Technical Standards are applicable to the Securitisation. Please refer to the sections entitled "*Compliance with STS Requirements*" and "*Regulatory Disclosure and Retention Undertaking*" for further information.

The Notes will mature on the Interest Payment Date which falls in December 2074 (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.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended,

"**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (COBS), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"), and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturer's target market assessment. However, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the UK MiFIR Product Governance Rules) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (UE) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Aaticle 2 of Commission Delegated Regulation (EU) 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Securitisation is intended to qualify as a simple, transparent and standardised securitisation ("**STS Securitisation**") within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 (*Requirements for simple, transparent and standardised non-ABCP securitisation*) of the EU Securitisation Regulation (the "**Non-ABCP EU STS Requirements**"). On or about the Issue Date the Originator will notify ESMA that the Securitisation meets the Non-ABCP EU STS Requirements pursuant to article 27(1) of the EU Securitisation Regulation, so as to allow such Securitisation to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation. Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the Non-ABCP EU STS Requirements has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre) (the "**ESMA STS Register**"). The Notes can also qualify as STS under Regulation (EU) 2017/2402 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK Securitisation Regulation**") until maturity, *provided that* the Notes remain on the ESMA STS Register and continue to meet the EU STS Requirements. The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (PCS), as verification agent authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of the compliance of the Securitisation with the Non-ABCP EU STS Requirements (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and amending Regulation (EU) No 648/2012 (the "**CRR Assessment**" and the compliance with article 13 of Commission Delegated Regulation (EU) 2015/61 of 10 October 2014, as amended and supplemented from time to time and, together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS, will be available on the PCS website (being, as at the date of this Prospectus, https://pcsmarket.org/transactions/), together with a detailed explanation of its scope at https://pcsmarket.org/disclaimer/. For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus.

No assurance can be *provided that* the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future. The STS status of a transaction is not static, and investors should verify the current status of the Securitisation on the ESMA STS Register. Compliance with the EU STS Requirements is not a recommendation to buy, sell or hold securities. It is neither an investment advice nor a credit rating.

None of the Issuer, the Originator, as the entity responsible for the reporting obligations pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation (the "**Reporting Entity**"), the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Notes, see the section entitled "*Risk Factors*" included in this Prospectus. Prospective Noteholders should be aware of the aspects of the issuance of the Notes that are described in that section.

The date of this Prospectus is 12 November 2024.

Arranger
UniCredit Bank GmbH

This Prospectus comprises a prospectus for the purposes of article 6, paragraph 3 of the Prospectus Regulation 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 GmbH (the "**Arranger**") or any other party to any of the Transaction Documents (as defined below), other than the Originator, has undertaken or will undertake any investigations, searches or other actions to verify the details of the Claims sold by the Originator 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 Originator, 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.

C.R.Asti has provided the information under the sections headed "*The Portfolio*", "*The Originator and the Servicer*", "*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 Claims, the Mortgage Loans and the Mortgages (each as defined below) and, together with the Issuer, accepts responsibility for the information contained in those sections. C.R.Asti 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 (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. C.R.Asti 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, which has 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, Italian Branch has provided the information under the section headed "*The Transaction Bank, the Paying Agent and the Agent Bank*" 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, Italian 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, Italian Branch has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

KPMG Fides Servizi di Amministrazione S.p.A. has provided the information under the section headed "*The Representative of the Noteholders, the Computation Agent and the Corporate Servicer*" 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 KPMG Fides Servizi di Amministrazione S.p.A. (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, KPMG Fides Servizi di Amministrazione S.p.A. 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 Subscriber, the Junior Notes Subscriber, 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), the Swap Counterparty, 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 Originator 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 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 Subscriber, the Junior Notes Subscriber, 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., 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 described in the section entitled "*The Other Transaction Documents*", below. Furthermore, by operation of article 3 of the Securitisation Law, the Issuer's right, title and interest in and to the Claims will be segregated ("*costituiscono patrimonio separato*") 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 Paying Agent, the Agent Bank, the Transaction Bank, the Arranger, the Servicer, the Back-up Servicer, the Class A Notes Subscriber, the Junior Notes Subscriber, the quotaholder of the Issuer, the Stichting Corporate Services Provider, the Swap Counterparty, C.R.Asti (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 and by the Transaction Documents, in particular, as provided by and described in the Subscription Agreements. 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), the Arranger, the Class A Notes Subscriber, the or the Junior Notes Subscriber 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 the 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**"), or the securities laws of any state of the U.S., or other jurisdiction, 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 holding 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.

Amounts payable in relation to the Notes which bear a floating interest rate will be calculated by reference to the Euribor, which is provided by the European Money Markets Institute ("**EMMI**"). As at the date of this Prospectus, the EMMI is included on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the benchmark regulation (Regulation (EU) 2016/1011) (the "**Benchmark Regulation**"). The Benchmark Regulation could have a material impact on the Senior Notes, in particular, if the methodology or other terms of the "benchmarks" are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmarks. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to the Senior Notes.

The Class A Notes are intended to be held in a manner which would allow Euro-system eligibility pursuant to and for the purposes of the Guideline (EU) 2015/510 of the European Central Bank of 19 December 2014 (the "**Guideline**"). This means that the Class A Notes are intended upon issue to be held in dematerialized form, settled and evidenced as book entries with Monte Titoli S.p.A. ("**Euronext Securities Milan**") - acting as depository for Euroclear and Clearstream - that constitutes a securities settlement system ("**SSS**") which has been positively assessed as eligible pursuant to the Eurosystem User Assessment Framework. However, this does not necessarily mean that the Class A Notes will be recognised as eligible collateral for the purposes of the Guideline by the Euro-system either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of all the Euro-system eligibility criteria provided for by the Guideline. It is expected that the Junior Notes will not satisfy the Euro-system eligibility criteria provided for by the Guideline.

The Issuer gives no representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue or at any time prior to redemption in full, satisfy all or any of the requirements for Euro-system eligibility and be recognised as Euro-system eligible collateral pursuant and for the purposes of the Guideline. Any potential investor in the Class A Notes should make their own conclusions and seek their own advice with respect to whether the Class A Notes constitute Euro-system eligible collateral pursuant and for the purposes of the Guideline.

From 1 January 2021, relevant UK-established or UK-regulated persons are subject to the EU Prospectus Regulation as it forms part of the domestic law of the UK as "retained EU law" by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**EUWA**"), and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (the Securitisation EU Exit Regulations, and as may be further amended, the "**UK Securitisation Regulation**"). Article 5 of the UK Securitisation Regulation places certain conditions on investments in a "securitisation" (as defined in the UK Securitisation Regulation) (the "**UK Due Diligence Requirements**") by an "institutional investor" (as defined in the UK Securitisation Regulation). The UK Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such institutional investors which are CRR firms (as defined by Article 4(1)(2A) of Regulation (EU) No 575/2013, as it forms part of the domestic law of the UK by virtue of the EUWA) (such affiliates, together with all such institutional investors, "**UK Affected Investors**"). The application of the UK Securitisation Regulation is also subject to the temporary transitional relief being available in certain areas. The UK Securitisation Regulation regime is currently subject to a review, which is likely to result in further changes being introduced in the UK in due course. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

Neither the Originator nor any other party to the transaction described in this Prospectus makes or intends to make any representation or agreement that it or any other party is undertaking or will undertake to take or refrain from taking any action to facilitate or enable the compliance by UK Affected Investors with the UK Due Diligence Requirements, or to comply with the requirements of any other law or regulation now or hereafter in effect in the UK in relation to due diligence and monitoring, credit granting standards or any other conditions with respect to investments in securitisation transactions by UK Affected Investors (save that the Originator will comply with article 6(3) of the UK Securitisation Regulation (as such article is interpreted and applied on the date hereof and not taking into account any relevant national measures)).

Failure by a UK Affected Investor to comply with the UK Due Diligence Requirements with respect to an investment in the Notes offered by this Prospectus may result in regulatory sanctions being imposed by the competent authority of such UK Affected Investor (including the imposition of a higher regulatory capital charges on that investment).

Prospective UK Affected Investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the application of the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

The Arranger accepts no responsibility for any obligation of the Originator or the Issuer for compliance with the requirements (including existing or ongoing reporting requirements) of the EU Securitisation Regulation or any corresponding national measures which may be relevant or the UK Securitisation Regulation.

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF MiFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (UE) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPs REGULATION FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

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 quoted in their original language in order that the correct technical meaning may be ascribed to them under applicable law. Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in the Terms and Conditions of the Notes. These and other terms used in this Prospectus are subject to the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

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

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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.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

Prospective noteholders 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.

CATEGORY OF RISK FACTORS 1: RISKS FACTORS RELATED TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES

Noteholders cannot rely on any person other than the Issuer to make payments to Noteholders on the Notes

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, the Representative of the Noteholders, the Corporate Servicer, the Back-up Servicer, the Computation Agent, the Paying Agent, the Transaction Bank, the Subordinated Loan Provider, the Agent Bank, the Arranger, the Class A1 Notes Subscriber, the Class A2 Notes Subscriber, the Junior Notes Subscriber, the Swap Counterparty, 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.

Other than as provided in the Warranty and Indemnity Agreement, the Transfer Agreement, the Servicing Agreement and the Letter of Undertaking, the Issuer and the Representative of the Noteholders will have no recourse to the 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 Mortgage Loan are insufficient to repay in full the Claim in respect of such Mortgage Loan.

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

Limited sources of payments to Noteholders

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 a risk that, over the life of the Notes or at the redemption date of the Notes (whether on the Maturity Date, upon redemption by acceleration of maturity following the service of an Issuer Acceleration Notice or otherwise), the funds available to the Issuer may be insufficient to pay interest or Junior Notes Additional Remuneration or to repay the Notes in full.

Limited recourse nature of the Notes

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, the Representative of the Noteholders, the Corporate Servicer, the Back-up Servicer, the Computation Agent, the Paying Agent, the Transaction Bank, the Subordinated Loan Provider, the Agent Bank, the Arranger, the Class A1 Notes Subscriber, the Class A2 Notes Subscriber, the Junior Notes Subscriber, the Swap Counterparty, 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.

Issuer's ability to meet its obligations under the Notes

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on, *inter alia*, the timely payment of amounts due under the Mortgage Loans by the Borrowers, the receipt by the Issuer of Collections received on its behalf by the Servicer in respect of the Mortgage 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 the Originator, the Servicer, the Back-up Servicer and the substitute servicer" and "Risk Factors - Administration and reliance on third parties"*.

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.

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 Servicer 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 A1 Notes and the Class A2 Notes only (A) by the credit support provided to Class A1 Notes and Class A2 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 A1 Notes and Class A2 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.

Commingling risk

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

Article 3, paragraphs 2-*bis* and 2-*ter*, of the Securitisation Law, provides that the sums credited to the accounts opened in the name of the issuer or the servicer with an account bank (whether before or during the relevant insolvency proceeding of such account bank) will not be subject to suspension of payments or will not be deemed to form part of the estate of the servicer or the account bank, as the case may be, and shall be immediately and fully repaid to the issuer, without the need to file any petition (*domanda di ammissione al passivo o di rivendica*) and wait for the distributions (*riparti*) and the restitutions of sums (*restituzioni di somme*).

However, prospective investors should also consider that the aforementioned provisions of the Securitisation Law have not been the subject of any official interpretation and to date they have been commented by a limited number of legal commentators. Consequently, there remains a degree of uncertainty with respect to the interpretation and application of article 3, paragraphs 2-*bis* and 2-*ter*, of the Securitisation Law. See also "*Risk Factors - Application of the Securitisation Law has a limited interpretation"*.

Prospective Noteholders should note that, in order to mitigate any risk of commingling, the Securitisation contemplates that the Collections are required to be transferred by C.R.Asti (A) up to the Issue Date (excluded), into the interim collection account opened with C.R.Asti in the name of the Servicer of the 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 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.

Pursuant to the Agency and Accounts Agreement, the Transaction Bank is then required to transfer two Business Days prior to each Interest Payment Date the balance standing to the credit of the Collection Account as at the last day of each Collection Period into the Payments Account which is held with the Transaction Bank.

In addition, pursuant to article 95-*bis* of the Consolidated Banking Act, the liquidation and reorganisation proceedings of an account bank would be governed by the laws of the member state in which the relevant account bank has been licensed; therefore in the event that an account bank is a foreign entity, there is a risk that the insolvency receiver of the same may disregard the provisions of article 3, paragraph 2-*bis*, of the Securitisation Law.

Prospective Noteholders should note that, following the insolvency of the Servicer, 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.

Administration and reliance on the Originator, the Servicer, the Back-up Servicer and the substitute servicer

The ability of the Issuer to make payments in respect of the Notes will depend upon, *inter alia*, the due performance by the parties to the Transaction Documents of their respective obligations under the Transaction Documents to which they are a party. In particular, without limitation, the punctual payment of amounts due on the Notes will depend on the ability of the Servicer to service the 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 the Originator of its obligations under the Warranty and Indemnity Agreement and the Transfer Agreement, including on the obligation of the Originator to reconcile and transfer to the Issuer amounts possibly collected with reference to the Claims. 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 C.R.Asti.

In the event of C.R.Asti ceasing to act as servicer under the Servicing Agreement, Banca Valsabbina S.C.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 a Servicer (other than C.R.Asti) under the Servicing Agreement, 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 Servicing Agreement for the Mortgage 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 Servicer pursuant to the 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 Servicer or to appoint a substitute servicer.

Issuer reliance on third parties

The Issuer is party to contracts with a number of third parties in addition to the Servicer and the Originator, who has agreed to perform services in relation to the Transaction. In particular, but without limitation, the Account Bank has agreed to hold and manage the Issuer's Accounts pursuant to the Agency and Account Agreement; the Corporate Servicer has agreed to provide certain corporate and administrative services to the Issuer pursuant to the Corporate Servicer; the Paying Agent has agreed to provide services with respect to the Notes and make certain calculations on behalf of the Issuer pursuant to the Agency and Account Agreement; the Computation Agent has agreed to make certain calculations on behalf of the Issuer pursuant to the Agency and Account Agreement.

In the event that any of the above parties were to fail to perform their obligations under the respective Transaction Documents to which they are a party, Noteholders may be adversely affected.

Interest rate risk

The Claims include interest payments calculated at interest rates and times which are different from the interest rates and times applicable to the interest due in respect of the Rated Notes.

The Issuer expects to meet its floating rate payment obligations under the Rated Notes primarily from the payments deriving from the Collections. However, the interest component in respect of such payments may not match the EURIBOR rate from time to time applicable in respect of the Rated Notes.

The interest rate risk in respect of the Rated Notes would consist in the basis risk (*i.e.* the risk represented by the mismatch between the fixing of the coupon payable on the Notes and the fixing applied on the floating rate and the capped floating rate Mortgage Loans). In addition, pursuant to the Transfer Agreement, the Originator may, upon request of the relevant Borrower, change the interest rate applicable to the Mortgage Loans from fixed to floating or from floating to fixed within the limits set out thereunder (for further details see the paragraph headed "*Renegotiation of Mortgage Loans*" under the section headed "*The Transfer Agreement*").

In order to mitigate the floating interest rate risk in respect of the Rated Notes, the Issuer has entered into the Swap Agreement with the Swap Counterparty. Nonetheless, should the Swap Counterparty fail to provide the Issuer with all amounts owing to the Issuer (if any) on any date on which a payment is due under the Swap Agreement in respect of its interest rate exposure, or should the Swap Agreement be terminated and not replaced, then the Issuer may have insufficient funds to make payments of interest on the Rated Notes. In particular, Noteholders should note that the Issuer will be exposed to the credit risk of the Swap Counterparty with respect of any such payments. The Swap Counterparty is required to satisfy certain rating requirements, upon entry into the Swap Agreement and on an ongoing basis. If the Swap Counterparty or its guarantor is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable required rating, there will be a termination event under the applicable Swap Agreement unless, within the applicable grace period following such rating withdrawal or downgrade, such Swap Counterparty either transfers its obligations under the applicable Swap Agreement to a replacement counterparty with the requisite ratings, obtains a guarantee of its obligations by a guarantor with the requisite ratings, collateralises its obligations in a manner satisfactory to the Rating Agencies or employs some other strategy that results in the rating of the Rated Notes being maintained at their then current level within the remedy period specified in the ratings criteria of the Rating Agencies. There can be no assurance that the Swap Counterparty will be able to transfer its obligations to a suitable replacement counterparty or exercise any of the other aforementioned remedies within the specified remedy period.

The Swap Agreement also contains certain other termination events and events of default which will entitle the Swap Counterparty and/or the Issuer (as applicable) to terminate the Swap Agreement. If the Swap Agreement is terminated for any reason, the Issuer may be required to pay an amount to the Swap Counterparty as a result of the termination (or may receive an amount from the Swap Counterparty). Following such a termination, any termination payments required to be made by the Issuer to the Swap Counterparty will be made in accordance with the applicable Priority of Payments.

Under the Intercreditor Agreement, the Issuer has covenanted with the Representative of the Noteholders that, in the event of early termination or close-out of the Swap Agreement, including (without limitation) any early termination or close-out upon failure by the Swap Counterparty to perform its obligations thereunder, the Issuer (without prejudice to its rights under the Swap Agreement to terminate or close-out and receive or pay any amounts due there under in accordance with the Transaction Documents) will use its best endeavours to find, a suitably rated replacement swap counterparty to enter into a replacement swap agreement substantially on the same terms as the Swap Agreement and execute such an agreement with such replacement. However, no assurance can be given that the Issuer will be able to enter into a replacement hedging agreement with a suitably rated entity that will provide the Issuer with the same level of protection as the Swap Agreement.

Prospective Noteholders should also note that the composition of the Portfolio and the cash flows that should derive therefrom have been appropriately evaluated and, notwithstanding the above, the Claims have characteristics that demonstrate capacity to produce funds to service any payments due under the Notes.

Although the structural features of the Securitisation and the characteristics of the Portfolio are such that the credit enhancement furnished by the above elements should adequately mitigate the above-described interest rate, swap agreement and liquidity risks, there can, however, be no assurance that any such features will ensure timely and full receipt of interest amounts due under the Notes.

Claims of unsecured creditors of the Issuer

The Conditions contain provisions stating, and the Other Issuer Creditors have 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 and one day after the day on which any note issued or to be issued by the Issuer (including the Notes) have 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 has elapsed after the day on which any note issued or to be issued by the Issuer (including the Notes) have 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 ongoing fees, costs, expenses, liabilities and taxes of the Issuer to third parties not being Other Issuer Creditors.

The Issuer is unlikely to have a large number of creditors unrelated to this Securitisation or any other securitisation transaction because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited and the Issuer has provided certain covenants in the Intercreditor Agreement 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 insolvency of the Issuer.

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

CATEGORY OF RISK FACTORS 2: RISK FACTORS RELATED TO THE NOTES AND THE STRUCTURE

Suitability

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 Originator, the Arranger, the Class A1 Notes Subscriber, the Class A2 Notes Subscriber nor the Junior Notes Subscriber 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 or the Arranger or the Class A1 Notes Subscriber or the Class A2 Notes Subscriber or the Junior Notes Subscriber or the Originator or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Notes.

Changes or uncertainty in respect of EURIBOR and/or other interest rate benchmarks may affect the value or payment of interest under the Rated Notes

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR) are the subject of recent national and international 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 the Class A1 Notes and the Class A2 Notes. The EU Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and has applied since 1 January 2018. The EU Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires 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 (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation could have a material impact on the Class A1 Notes and Class A2 Notes, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the EU Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

More broadly, any of the international or national reforms, 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. Investors should be aware that the euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions, amongst other things, in new euro denominated cash products (including bonds) referring EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Class A1 Notes and Class A2 Notes (which are linked to EURIBOR).

While an amendment may be made under Condition 1 (*Definition*) to change the base rate on the Class A1 Notes and the Class A2 Notes from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation and subject to certain conditions being satisfied, there can be no assurance that any such amendments will be made or, if made. The Swap Agreement contains provisions which contemplate an automatic set of fallbacks to change the floating rate option thereunder from EURIBOR to an alternative rate in certain circumstances. There can accordingly be no assurance that any such fallbacks (or any other amendments which are made under the Swap Agreement) will effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Class A1 Notes and the Class A2 Notes. Further, there is no assurance either the relevant amendments or the operation of fallbacks will be made at the same time or otherwise prior to any date on which any of the risks described in this risk factor may become relevant.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation reforms in making any investment decision with respect to the Class A1 Notes and the Class A2 Notes.

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:

1. the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the repayment of principal on the Class A Notes, the payment of interest and the repayment of principal on the Class J Notes; and

2. the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the payment of interest and the repayment of principal on the Class A Notes and in priority to the repayment of principal on the Class J 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:

1. 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 the payment of interest and the repayment of principal on the Class J Notes;

2. 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 A1 Notes and the Class A2 Notes and payment of interest on the Junior 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 A1 Notes and the Class A2 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*):

1. 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;

2. 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 A1 Notes and the Class A2 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 Class A Noteholders.

Prospective investors in the Class A Notes, and the Junior Notes should have particular regard to the section headed "*Transaction Overview – The principal features of the Notes*" above 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.

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 Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement, C.R.Asti will subscribe for the entirety of the Notes on the Issue Date.

Therefore, C.R.Asti, in its capacity as Class A1 Noteholder, Class A2 Noteholder and holder 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.

Certain material interests

Certain parties to the transaction may perform multiple roles. In particular: C.R.Asti is, in addition to being the Originator and Financing Bank, the Subordinated Loan Provider, the Servicer, the Senior Notes Subscriber and the Junior Notes Subscriber. In general, the Parties in the Transaction Documents will have only those duties and responsibilities expressly agreed to by them in the relevant agreement and will not, by virtue of their or any of their affiliates acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each agreement to which they are a party.

Accordingly, conflicts of interest may exist or may arise as a result of parties to the Transaction: (a) having previously engaged or in the future engaging in transactions with other parties to the Transaction; (b) having multiple roles in the Securitisation; and/or (c) carrying out other transactions for third parties.

The interests or obligations of the aforementioned parties, in their respective capacities with respect to such other roles may in certain aspects conflict with the interests of the Noteholders. The aforementioned parties may engage in commercial relationships and provide general banking, investment and other financial services to the Borrowers and other parties. In such relationships the aforementioned parties are not obliged to take into account the interests of the Noteholders. In addition, the Originator in its capacity as, present or future, holder of any Notes, may exercise its voting rights in respect of the Notes held by it also in a manner that may be prejudicial to other Noteholders. In any case, it is to be considered that article 4 of the Rules of the Organisation of the Noteholders provides that any 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.

Relationship among Noteholders and between Noteholders and any 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. As a result in certain circumstances, the interests of the other Classes of Notes may not be taken into account.

Absence of secondary market and limited liquidity

There is not, at present, a secondary market for the Notes. The Notes will not be registered under the Securities Act and will be subject to significant restrictions on resale in the United States.

Although the application has been made to list the Class A1 Notes and the Class A2 Notes on the regulated market of the Luxembourg Stock Exchange, there can be no assurance that a secondary market for any of the Class A1 Notes and the Class A2 Notes will develop, or, if a secondary market does develop in respect of any of the Class A1 Notes and the Class A2 Notes, that it will provide the holders of such Class A1 Notes or Class A2 Notes with liquidity of investments or that it will continue until the final redemption or cancellation of such Class A1 Notes or Class A2 Notes. Illiquidity means that a Noteholder may not be able to find a buyer to buy its Notes readily or at prices that will enable the Noteholder to realise a desired yield. Consequently, any purchaser of the Class A1 Notes and the Class A2 Notes must be prepared to hold such notes until the Maturity Date.

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

The Junior Notes will not be listed on any regulated market.

Ratings of the Class A1 Notes and Class A2 Notes – Limited nature of credit ratings assigned to the Class A1 Notes and Class A2 Notes – Disclosure requirements under CRA Regulation and EU Securitisation Regulation

The credit rating assigned to the Class A1 Notes and the Class A2 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 nature of the Portfolio, the reliability of the payments on the Portfolio and the availability of credit enhancement.

The ratings do not address the following:

- the adequacy of market price for the Class A1 Notes and the Class A2 Notes; or
- whether an investment in the Class A1 Notes or the Class A2 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 A1 Notes and the Class A2 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 A1 Notes and the Class A2 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 A1 Notes and the Class A2 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 A1 Notes and the Class A2 Notes by the Rating Agencies, those shadow ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "**ratings**" or "**rating**" in this Prospectus are to ratings assigned by the specified Rating Agencies only.

In addition, EU regulated investors (such as investment firms, insurance and reinsurance undertakings, UCITS funds and certain hedge fund managers) are restricted from using a rating issued by a credit rating agency established in the European Union for regulatory purposes unless such credit rating agency is registered, or endorsed by a rating agency, under the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended (the "**CRA Regulation**"). As of the date of this Prospectus, both the Rating Agencies are incorporated in the European Union and have been registered in compliance with the requirements of the CRA Regulation.

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

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

The Regulation 2015/3 applies from 1 January 2017, with the exception of article 6(2), which applies from 26 January 2015 and obliges ESMA to publish on its website at the latest on 1 July 2016 the technical instructions in accordance with which the reporting entity shall submit data files containing the information to be reported starting from 1 January 2017. In relation to an SFI issued or outstanding on or after the date of application of Commission Delegated Regulation no. 2015/3 of 30 September 2014, the issuer, originator and sponsor are required to comply with the reporting requirements. In its press release, dated 27 April 2016, ESMA communicated to the public that it is unlikely that ESMA will make available the SFI-website on which the reports on outstanding SFIs must be made available by 1 January 2017 or that it will be able to publish the technical instructions which ESMA must prepare pursuant to article 8b of the CRA Regulation by that date. In the press release ESMA concluded that the reporting obligations under the CRA Regulation for SFIs may possibly be replaced by obligations based on new rules to be adopted and to be included in the EU Securitisation Regulation. Accordingly, pursuant to the obligations set forth in article 7, paragraph 2, of the EU Securitisation Regulation, the originator, sponsor and securitisation special purpose entity of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1, of the EU Securitisation Regulation, which includes the prospectus issued in the context of the offer of notes in a securitisation transaction, to a regulated securitisation repository. The securitisation repository, which authorisation requirements are set out in chapter 4 of the EU Securitisation Regulation, will in turn disclose information on securitisation transactions to the public. With the application of these provisions, the disclosure requirements of the CRA Regulation concerning SFI's are also addressed.

The Notes are issued after 1 January 2019. Consequently, the disclosure requirements of article 7 of the EU Securitisation Regulation apply in respect of the Notes. Such disclosure requirements replace the disclosure requirements stemming from the provisions of law applicable prior to 1 January 2019, including the

requirements stemming from the CRA Regulation concerning SFI's as a result of the repealing of article 8b of the CRA Regulation as set forth in article 40 of the EU Securitisation Regulation.

On 22 August 2018, ESMA published its Final Report on securitisation disclosure technical standards (RTS/ITS) which included draft reporting templates, but on 31 January 2019, ESMA published a document headed "*Opinion regarding amendments to ESMA's draft regulatory technical standards on disclosure requirements under the EU Securitisation Regulation which included revised draft reporting templates*". Such disclosure technical standards are on the date of issue of the Notes subject to review by the European Commission and not yet adopted in a binding delegated regulation of the European Commission. The transitional provision of article 43, paragraph 8, of the EU Securitisation Regulation applies and, consequently, disclosures in respect of the Notes must be made in accordance with the requirements of Annexes I to VIII of Commission Delegated Regulation (EU) no. 2015/3 of 30 September 2014. In a joint statement of the European Supervisory Authorities published on 30 November 2018, the European Supervisory Authorities confirmed that with the repealing of article 8b of the CRA Regulation effective since 1 January 2019 and until the ESMA reporting templates to be used to meet the reporting requirements under article 7 of the EU Securitisation Regulation will be available, the national competent authority will be required to make a case-by-case assessment when examining the compliance with the disclosure requirements of the EU Securitisation Regulation, taking into account the type and extent of information being disclosed by the reporting entity. As at the date of this Prospectus, uncertainty remains as to the nature and detail of the information to be published, the manner in which it will need to be published and what the consequences would be for the Issuer, related third parties and investors resulting from any potential noncompliance by the Issuer with the reporting obligations.

EU regulated investors (such as investment firms, insurance and reinsurance undertakings, UCITS funds and certain hedge fund managers) are restricted from using a rating issued by a credit rating agency established in the European Union for regulatory purposes unless such credit rating agency is registered, or endorsed by a rating agency, under the CRA Regulation. As of the date of this Prospectus, all the Rating Agencies are incorporated in the European Union and have been registered in compliance with the requirements of the CRA Regulation.

Regulatory Capital Framework

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, or any other party of the Securitisation makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

Investors should note in particular that the Basel Committee on Banking Supervision (the "**BCBS**") has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

These changes may affect the regulatory treatment applicable to the Notes. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect.

Class A1 Notes and Class A2 Notes as Eligible Collateral for ECB Liquidity and/or Open Market Transactions

The Class A1 Notes and Class A2 Notes have been structured in a manner so as to allow Eurosystem eligibility. However, this does not necessarily mean that the Class A1 Notes and Class A2 Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and, in accordance with its policies, will not be given prior to issue of the Class A1 Notes and Class A2 Notes. If the Class A1 Notes and Class A2 Notes are accepted for such purposes, Eurosystem may amend or withdraw any such approval in relation to the Class A Notes at any time. In the event that the Class A Notes are not recognised (or cease to be recognised) as an eligible collateral for Eurosystem operations, the holders of the Class A1 Notes and Class A2 Notes would not be able to access the ECB funding. In such case, there is no assurance that the holders of the Class A1 Notes and Class A2 Notes will find alternative sources of funding or, should such alternative sources be found, these will be at equivalent economic terms compared to those applied by the ECB. In the absence of suitable sources of funding, the holders of the Class A Notes may ultimately suffer a lack of liquidity. Neither the Issuer, nor the Arranger or any other Transaction Party (i) gives any representation or warranty as to whether Eurosystem will ultimately confirm that the Class A1 Notes and Class A2 Notes are eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem for such purpose; and (ii) will have any liability or obligation in relation thereto if the Class A1 Notes and Class A2 Notes are at any time deemed ineligible for such purposes.

The EU Securitisation Regulation

On 12 December 2017, the European Parliament adopted Regulation (EU) No. 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the "**EU Securitisation Regulation**") which applies from 1 January 2019. The EU Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the EU Securitisation Regulation) as regards: (i) risk retention, (ii) due diligence, (iii) transparency, and (iv) underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace the existing provisions in the CRR, the AIFMR and the Solvency II Regulation and introduce similar rules for UCITS management companies as regulated by the UCITS Directive and institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 or an investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to article 32 of Directive (EU) 2016/2341. Secondly, the EU Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations (the "**STS-securitisations**").

The EU Securitisation Regulation applies to the fullest extent to the Notes. The Securitisation is intended to qualify as a STS-securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation and will be on or about the Issue Date notified by the Originator to be included in the list published by ESMA referred to in article 27, paragraph 5, of the EU Securitisation Regulation. The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**"). It is expected that the STS Verification prepared by PCS, together with detailed explanations of their scope, will be available on the PCS website (https://pcsmarket.orgsts-verification-transactions/). For the avoidance of doubt, such PCS website and the contents thereof do not form part of this Prospectus.

It is important to note that the involvement of PCS as an authorised verification agent is not mandatory and the responsibility for compliance with the EU Securitisation Regulation remains with the relevant institutional investors, originator and issuers, as applicable in each case. The STS Verification will not absolve such entities from making their own assessment and assessments with respect to the EU Securitisation Regulation and the STS Verification cannot be relied on to determine compliance with the foregoing regulation in the absence of such assessments by the relevant entities. Furthermore, the STS Verification is not an opinion on the creditworthiness of the Notes nor on the level of risk associated with an investment in the Notes. They are not an indication of the suitability of the Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the EU Securitisation Regulation

need to make their own independent assessment and may not solely rely on the STS Verification, the STS notification or other disclosed information.

No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future. None of the Issuer, C.R.Asti in its capacities as Originator and Reporting Entity, the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future.

Non-compliance with the status of an STS-securitisation may result in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Originator. Any of such administrative sanctions and/or remedial measures may affect the ability of the Issuer to fulfil its payment obligations under the Notes.

The risk retention, transparency, due diligence and underwriting criteria requirements described above apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules made at the national level), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Prospective investors are required to independently assess and determine the sufficiency of the information contained in this Prospectus or made available by the Issuer and the Originator for the purposes of complying with any relevant requirements and none of the Issuer, C.R.Asti in its capacities as Originator and Reporting Entity, the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation that such information is sufficient in all circumstances for such purposes.

Various parties to the securitisation transaction described in this Prospectus are subject to the requirements of the EU Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements, including with regard to the risk retention requirements under article 6 of the EU Securitisation Regulation, transparency obligations imposed under article 7 of the EU Securitisation Regulation and the homogeneity criteria set out in article 20, paragraph 8 of the EU Securitisation Regulation. The Regulatory Technical Standards relating to such requirements have been adopted. Therefore, non-compliance with the Regulatory Technical Standards may adversely affect the value, liquidity of, and the amount payable under the Notes. Prospective investors in the Notes must make their own assessment in this regard.

Prospective investors should also make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters 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, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Investors' compliance with due diligence requirements under the EU Securitisation Regulation

Investors should be aware of the due diligence requirements under article 5 of the EU Securitisation Regulation that apply to institutional investors with an EU nexus (including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement provision and UCITS funds). Amongst other things, such requirements restrict an institutional investor (other than the originator, sponsor or original lender within the meaning of the EU Securitisation Regulation) from investing in securitisation positions unless, prior to holding the securitisation position:

a) that institutional investor has verified that:

   i. for certain originator, certain credit-granting standards were met in relation to the origination of the underlying exposures;

   ii. the risk retention requirements set out in article 6 of the EU Securitisation Regulation are being complied with; and

   iii. information required by article 7 of the EU Securitisation Regulation has been made available; and

b) that institutional investor has carried out a due diligence assessment which enables it to assess the risks involved, which shall include at least (among other things) the risk characteristics of its securitisation position and the underlying exposures of the securitisation, and all the structural features of the transaction that can materially impact the performance of its securitisation position.

In addition, under article 5, paragraph 4, of the EU Securitisation Regulation, an institutional investor (other than the originator, sponsor or original lender) holding a securitisation position shall at least establish appropriate written procedures that are proportionate to the risk profile of the securitisation position and, where relevant, to the institutional investor's trading and non-trading book, in order to monitor, on an ongoing basis, compliance with its due diligence requirements and the performance of the securitisation position and of the underlying exposures.

Depending on the approach in the relevant EU Member State, failure to comply with one or more of the due diligence requirements may result in penalties including fines, other administrative sanctions and possibly criminal sanctions pursuant to art. 34 paragraph 1 of STS Regulation. In the case of those institutional investors subject to regulatory capital requirements, capital charges may also be imposed on the securitisation position (i.e., notes) acquired by the relevant institutional investor.

The institutional investor due diligence requirements described above apply in respect of the Notes. Relevant institutional investors are required to independently assess and determine the sufficiency of the information contained in this Prospectus for the purposes of complying with article 5 of the EU Securitisation Regulation and any corresponding national measures which may be relevant to investors.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear and are still evolving. Prospective investors who are uncertain as to the requirements that will need to be complied with in order to avoid the consequences of the non-compliance should seek guidance from their regulator.

Failure to comply with articles 5 and 6 of the EU Securitisation Regulation may adversely affect the ability of the Noteholders to sell and/or the price investors receive for, the Notes in the secondary market

Article 5 of the EU Securitisation Regulation and the applicable regulatory technical standards place an obligation on an institutional investor to ensure that the originator, sponsor or original lender has explicitly disclosed that it will fulfil its Retention Obligation (as defined below), and to have a thorough understanding of all structural features of a securitisation transaction that would materially impact the performance of their exposures to the transaction.

The Originator has undertaken in the Intercreditor Agreement and the Rated Notes Subscription Agreement to retain on an ongoing basis a material net economic interest of not less than 5% (five per cent.) in the securitisation (the "**Retention Obligation**"). The Originator will retain the net economic interest in the securitisation of not less than 5% (five per cent.) in accordance with paragraph (3)(d) of article 6 of the EU Securitisation Regulation. As at the Issue Date, such interest comprised a retention of the first loss tranche (being the Junior Notes) (the "**Retained Interest**"). Among other undertakings, the Originator undertook not to hedge, sell or in any other way mitigate its credit risk in relation to such Retained Interest. The retained exposures may be reduced over time by, amongst other things, amortisation and allocation of losses or defaults on the underlying Claims.

The Originator (in its capacity as Reporting Entity) will also provide on a quarterly basis confirmations as to the continued holding of retained exposures of not less than 5% (five per cent.) of the securitisation, comprised of the first loss tranche (being the Junior Notes), which will be made available to the Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation and, upon request, to potential investors by means of the Regulatory Investor Reports and the Loan by Loan Report, as provided for in article (7)(1)(e)(iii) of the Securitisation Regulation.

The Originator (in its capacity as Reporting Entity) have made available the documents required by article (7)(1)(b) of the Securitisation Regulation prior to the pricing date of the Notes by means of publication through the Securitisation Repository. It should be noted that there is no certainty that references to the Retention Obligation and the Retained Interest in this Prospectus or the undertakings of the Originator also in its capacity as Reporting Entity will constitute adequate due diligence (on the part of the Noteholders) or explicit disclosure

(on the part of the Originator in its capacity as Reporting Entity) for the purposes of articles 5 and 7 of the EU Securitisation Regulation or any other applicable provision of the EU Securitisation Regulation.

If the Originator (also in its capacity as Reporting Entity) does not comply with its undertakings, the ability of the Noteholders to sell and/or the price investors receive for, the Notes in the secondary market may be adversely affected.

Article 5 of the EU Securitisation Regulation also places an obligation on institutional investors (as defined under article 2(12) of the EU Securitisation Regulation), before investing in a securitisation transaction and thereafter, to analyse, understand and stress test their securitisation positions, and monitor on an ongoing basis and in a timely manner performance information on the exposures underlying their securitisation positions. The Originator (in its capacity as Reporting Entity) has undertaken to provide to, *inter alios,* the Issuer and the Representative of the Noteholders such information as may be reasonably required by the Noteholders, or prospective investors, to be included in the Regulatory Investor Report to enable such Noteholders, or prospective investors, to comply with their obligations pursuant to the EU Securitisation Regulation.

Where the relevant requirements of articles 5 of the EU Securitisation Regulation (which include, *inter alia*, an obligation to verify the Originator's compliance with articles 6 and 7 of the EU Securitisation Regulation) are not complied with in any material respect and there is negligence or omission in the fulfilment of its due diligence obligations on the part of an institutional investor that is investing in the Notes, a proportionate additional risk weight of no less than 250% (two hundred and fifty per cent.) of the risk weight (with the total risk weight capped at 1250% (one thousand two hundred and fifty per cent.) which would otherwise apply to the relevant securitisation position shall be imposed on such institutional investor, progressively increasing with each subsequent infringement of the due diligence provisions. Additionally, non-compliance with the requirements of the EU Securitisation Regulation may adversely affect the price and liquidity of the Notes. Noteholders should make themselves aware of the provisions of the EU Securitisation Regulation and make their own investigation and analysis as to the impact of the EU Securitisation Regulation on any holding of Notes.

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Issuer as to the ability of the Originator (also in its capacity as Reporting Entity) to comply with any obligation, including the Retention Obligation and the Retained Interest, provided for in, or otherwise ensuring the compliance of the Transaction with, the EU Securitisation Regulation and as to the information complying with the EU Securitisation Regulation.

Noteholders should take their own advice on compliance with, and in the application of, the provisions of the EU Securitisation Regulation.

The Originator intends to rely on an exemption from U.S. Risk Retention Requirements

The credit risk retention regulations implemented by U.S. Federal regulatory agencies including the SEC pursuant to Section 15G of the Exchange Act of 1934 (as amended), as added by section 941 of the Dodd-Frank ActSection 941 of the Dodd-Frank Act amended the Exchange Act (the "**U.S. Risk Retention Rules**") came into effect with respect to residential mortgage backed securities on 24 December 2015 and other classes of asset backed securities on 24 December 2016 and generally require the sponsor of a securitization transaction to retain at least 5% of the credit risk of securitized assets, as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Originator does not intend to retain at least 5 per cent. of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules, the Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that:

(1) the transaction is not required to be and is not registered under the Securities Act;

(2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or

transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons);

(3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and

(4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Originator has advised the Issuer that it has not acquired, and it does not intend to acquire more than 25 per cent. of the assets from an affiliate or branch of the Originator or the Issuer that is organised or located in the United States.

Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to items (b) and (h) below, which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

(a) any natural person resident in the United States;

(b) any partnership or corporation organised or incorporated under the laws of the United States;

(c) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(d) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(h) any partnership, corporation, limited liability company, or other organisation or entity if:

(i) organised or incorporated under the laws of any foreign jurisdiction; and

(j) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in 17 CFR 230.501(a)) who are not natural persons, estates or trusts.

Consequently, except with the prior written consent of the Originator (a "**U.S. Risk Retention Consent**") and where such purchase falls within the exemption provided for in Section 20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules (the "**Risk Retention U.S. Persons**"). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or a beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it: (1) either (i) is not a Risk Retention U.S. Person, or (ii) has obtained a U.S. Risk Retention Consent from the Originator; (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

Failure on the part of the Originator to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Originator which may adversely affect the Notes and the ability of the Originator to perform its obligations under the Transaction Documents. Furthermore, a failure by the Originator to comply with the U.S. Risk Retention Rules could negatively affect the value and secondary market liquidity of the Notes.

None of the Arranger, C.R.Asti (in any capacity), the Issuer or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Volcker Rule may restrict the ability of relevant individual prospective purchaser to invest in the Notes

The enactment of the Dodd-Frank Act, which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act. Section 619 of the Dodd-Frank Act added a new section 13 to the Bank Holding Company Act of 1956, commonly referred to as the "**Volcker Rule**".

The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and foreign banking entities, together with their respective subsidiaries and other affiliates) from: (i) engaging in proprietary trading in financial instruments; (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund"; and (iii) entering into certain transactions with such funds subject to certain exemptions and exclusions.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely and includes any issuer which would be an investment company under the Investment Company Act of 1940 (the ICA) but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

Not all investment vehicles or funds, however, fall within the definition of a "covered fund" for the purposes of the Volcker Rule. For example, for most non-U.S. banking entities, a non-U.S. issuer that offers its securities only to non-U.S. persons may be considered not to be a "covered fund". Additionally, the Issuer should not be a "covered fund" for the purposes of the regulations adopted to implement Section 619 of the Volcker Rule pursuant to an exclusion from the definition of "covered fund" commonly referred to as the "loan securitization exclusion", which applies to an asset-backed security issuer the assets of which, in general, consist only of loans, assets or rights designed to ensure the servicing or timely distribution of proceeds to holders or that are related or incidental to purchasing or otherwise acquiring and holding loans and assets received in lieu of debts previously contracted, although there may be additional exclusions or exemptions available to the Issuer. However, if the Issuer is deemed to be a "covered fund", the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer and this could adversely impact the ability of the banking entity to enter into new transactions with the Issuer and may require amendments to certain existing transactions and arrangements. "Ownership interest" is defined to include, among other things, interests arising through a holder's exposure to profits and losses in the covered fund or through any right of the holder to participate in the selection of an investment manager or advisor or the board of directors of such covered fund.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may restrict the ability of relevant individual prospective purchasers to invest in the Notes and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential

impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes. None of the Issuer, the Arranger, or any other Transaction Party makes any representation regarding: (i) the status of the Issuer under the Volcker Rule; or (ii) the ability of any purchaser to acquire or hold the Notes, on the Issue Date or at any time in the future.

Change of law

The structure of the transaction and, *inter alia*, the issue of the Notes and the ratings assigned to the Rated 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 (even on a retroactive basis) after the Issue Date.

In the event of any change in the law and/or tax regulations and/or their official interpretations after the Issue Date, the performance of the Securitisation and the ratings assigned to the Rated Notes may be affected. In addition, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be recast or amended and there can be no assurance that any such changes will not adversely affect the compliance position of any transaction described in this Prospectus or of any party under any applicable law or regulation.

CATEGORY OF RISK FACTORS 3: RISK FACTORS RELATED TO THE UNDERLYING ASSETS

Performance of the Portfolio

The Portfolio includes (a) residential mortgage loans which qualify as *mutui fondiari* and (b) other residential mortgage loans which qualify as *mutui ipotecari* (collectively, the "**Mortgage Loans**") and which were classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy's supervisory regulations. There can be no guarantee that the Borrowers will not default under such Mortgage Loans or that they will continue to perform their obligations thereunder. It should be noted that adverse changes in economic conditions may affect the ability of the Borrowers to repay the Mortgage Loans.

The recovery of overdue amounts in respect of the Mortgage Loans will be affected by the length of enforcement proceedings in respect of the Mortgages Loans, 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 Mortgage Loans, and (ii) more time will be required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) or if any 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 decree No. 35 of 14 March 2005, converted into 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 duration of enforcement proceedings, among them 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 Mortgage Loans. If the residential 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.

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 Mortgage Loan) on the Mortgage Loans. Such yield may therefore be adversely affected by a higher or lower than anticipated rate of prepayments on the Mortgage Loans.

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

The rate of prepayment of Mortgage Loans cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing mortgage 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 Mortgage 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 "*Prepayment fees and subrogration under articles 120-ter and 120-quater of the Consolidated Banking Act*" and "*Estimated Weighted Average Life of the Class A1 Notes and Class A2 Notes and assumptions*" below.

Prepayment fees and subrogation under articles 120-*ter *and 120-*quater *of the Consolidated 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 and subsequently amended by Legislative Decree No. 141 of 13 August 2010 and by Legislative Decree No. 218 of 14 December 2010 (the "**Bersani Decree**"), whose main provisions have been subsequently abrogated and incorporated in articles 120-*ter* and 120-*quater* of the Consolidated Banking Act pursuant to legislative decree 13 August 2010 No. 141.

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 (and, in particular, mortgage loans granted to individuals for the purchase or the restructuring of residential properties) executed after 2 February 2007, under article 120-*ter* of the Consolidated 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 Consolidated Banking Act, also contains provisions applicable to mortgage loans for the purchase of residential properties 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*) and the national consumers' associations as identified in accordance with article 137 of the 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 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;

(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 *viceversa*), 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 Consolidated 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 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 had an impact on the market of residential 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 Mortgage Loans have not been transferred to the Issuer pursuant to the Transfer Agreement. Furthermore, the rate of prepayment in respect of the Mortgage Loans can be sensibly different than the one traditionally experienced by the Originator for residential 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 A1 Notes and the Class A2 Notes and assumptions*".

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 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 *Fondiario* Mortgage Loan or an *Ipotecario* Mortgage Loan at a price sufficient to repay the amounts outstanding under that *Fondiario* Mortgage Loan or an *Ipotecario* Mortgage 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.

Given that payment of interest and repayment of principal on the Notes depend on the payments made by the Borrowers under the Claims, default by the Borrowers on such payments may affect the cash flow of the Portfolio and ultimately have a negative impact on the holders of the Notes.

Mortgage Loans with a "constant instalment" amortisation profile

A percentage of floating rate Mortgage Loans comprised in the Portfolio provides for an amortisation profile whereby instalments in respect of the Mortgage Loan are constant throughout the life of the Mortgage 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, some of the Mortgage Loans with a "constant instalment" amortisation profile may 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.

The extension (or the shortening) of the amortisation plan of the Mortgage Loans, due to an increase (or a decrease) of the relevant floating interest rate, might affect, in some circumstances, the average life of the Class A1 Notes and the Class A2 Notes. The section headed "*Estimated weighted average life of the Class A1 Notes and the Class A2 Notes and Assumptions"* is based on certain specific assumptions in this specific respect.

Renegotiation of Mortgage Loans

Under the Transfer Agreement, the Originator has the right to agree to a request of renegotiation of the interest rate calculation method, the spread of floating rate mortgages or the duration of the amortisation plan of a Mortgage Loan, advanced by the relevant Borrower, subject to certain circumstances being met. A request to renegotiate the interest rate calculation method or the spread may be agreed upon by the Originator only if the outstanding amount of the relevant Mortgage Loans that have already been subject to renegotiation does not exceed 12 per cent. of the aggregate Outstanding Principal of all Claims as at the Valuation Date. While a request of renegotiation of the duration of the amortisation plan may be agreed upon only if the outstanding amount of the relevant Mortgage Loans that have already been subject to renegotiation does not exceed 9 per cent. of the aggregate Outstanding Principal of all the Claims as at the Valuation Date.

As a consequence of the renegotiations, the composition of the Portfolio, as determined at the Valuation Date, may change and this may have an impact on the yield to maturity and the weighted average life of the Notes. See "*The Portfolio*".

Insurance policies

The Mortgage Loans are covered either by individual policies entered into between the relevant Borrower and the relevant insurance company or by umbrella policies entered into between the Originator and the relevant insurance company. Both the individual policies and the umbrella 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 umbrella 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 the default of the relevant Borrower, the Issuer receives, in certain circumstances, from the insurance company an amount that is lower than the amounts then due from the relevant Borrowers (*e.g.* interest payments, costs, penalties, etc.) under the Mortgage Loans.

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 Originator) has undertaken or will undertake any loan file review, due diligence, searches or other actions to verify the details of the Claims and the Portfolio, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any 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 reflect the status of the underlying Mortgage Loans.

The Issuer will rely instead on the representations and warranties given by the Originator in the Warranty and Indemnity Agreement. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Claim will be the requirement that the Originator indemnifies the Issuer for the damage deriving therefrom or repurchases the relevant Claim, in any event subject to the conditions of the Warranty and Indemnity Agreement. See "*The Transfer Agreement*" and "*The Warranty and Indemnity Agreement*" below. There can be no assurance that the Originator will have the financial resources to meet such obligations.

The parties to the Warranty and Indemnity Agreement have expressly agreed, pursuant to clause 8 thereof, that claims for a breach of representation or warranty given by the Originator may be pursued against the Originator until two years and one day after the earlier of (i) the date on which the Notes are redeemed 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 Agreement.

Securitisation Law

In accordance with the Securitisation Law, the transfer of the Claims included in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette No. 113, Part II of 26 September 2024, and (ii) the registration of the transfer in the companies' register of Rome on 26 September 2024. In fact, notification to single borrowers is only required in case of assignments perfected under (i) article 58 of the Consolidated Banking Act, pursuant to regulation of the Bank of Italy dated 29 July 2009 entitled "*Trasparenza delle operazioni e dei servizi bancari e finanziari. Correttezza delle relazioni tra intermediari e clienti*" (as amended from time to time, the "**Transparency Regulation**") and (ii) sub-section 2 of article 125-*septies* of the Consolidated Banking Act, in case of consumer loan agreements where the original lender does not maintain the servicing of the relevant claims.

Rights of set-off

Pursuant to article 4, paragraph 2 of the Securitisation Law, as amended by law decree No. 145 of 23 December 2013, converted with amendments into Law No. 9 of 21 February 2014 (the "**Destinazione Italia Decree**"), 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 Official Gazette of the notice of transfer of the portfolio or the date certain at law ("*data certa*") on which the relevant purchase price has been paid (the "**Relevant Date**"). As a result, until the Relevant Date (excluded) Borrowers may validly exercise their set-off right *vis-à-vis* the Issuer grounded on claims which have arisen towards the Originator and this may have an impact on the Issuer Available Funds. In this respect, prospective Noteholders should note that under the Warranty and Indemnity Agreement C.R.Asti has undertaken to indemnify the Issuer for any loss or damage suffered by it as a result of set-off rights validly exercised by the relevant Borrower(s).

Claw-back of the transfer of the Claims

The transfer of claims under article 4, paragraph 4 of the Securitisation Law is subject to claw-back ("*revocatoria*") under the following regime: (a) in accordance with article 166, paragraph 1 of the Italian Crisis and Insolvency Code, if the petition for admission to judicial liquidation (*liquidazione giudiziale*) of the originator is filed within 6 (six) months from the purchase of the relevant portfolio of claims, provided that the purchase price of such portfolio exceeds the value of the receivables for more than 25 (twenty-five) per cent. and the purchaser (*i.e.* the issuer) is not able to prove that it was not aware of the insolvency of the seller, or (b) in accordance with article 166, paragraph 2 of the Italian Crisis and Insolvency Code, if the petition for admission to judicial liquidation (*liquidazione giudiziale*) of the originator is filed within 6 (six) months from the purchase of the relevant portfolio of claims, provided that the purchase price of such portfolio does not exceed the value of the claims for more than 25 (twenty-five) *per cent.* and the insolvency receiver of the seller is able to prove that the purchaser of the claims (*i.e.* the issuer) was aware of the insolvency of the seller.

The sale of each relevant the Portfolio by the Originator to the Issuer may be clawed back by a receiver of the Originator under article 166, paragraphs 1 and 2 of the Italian Crisis and Insolvency Code but only in the event that the Originator was insolvent when the assignment was entered into and was executed within three months of the admission of the Originator to compulsory liquidation (*liquidazione coatta amministrativa*) pursuant to Title IV, Heading I, Section III of the Consolidated Banking Act or in cases where paragraph 1 of article 166 of the Italian Crisis Insolvency Code applies, within six months of the admission to compulsory liquidation.

Prospective Noteholders should be aware that as at the date of this Prospectus most of the provisions of the New Insolvency Code amending the Italian Crisis Insolvency Code have not been tested yet and, therefore, the Issuer cannot predict their impact as at the date of this Prospectus.

Pursuant to the Transfer Agreement, C.R.Asti has provided the Issuer with (i) a solvency certificate signed by an authorised officer of the Originator, stating that the Originator is not subject to any insolvency proceeding and (ii) a good standing certificate (*certificato di vigenza*) issued by the competent companies' register stating that the Originator is not subject to any insolvency proceeding.

Furthermore, pursuant to the Warranty and Indemnity Agreement, the Originator has represented that it is solvent as at the date of the transfer of the Portfolio and such representations is deemed to be repeated on the Issue Date.

Finally, in case of repurchase by the Originator of individual Claims or disposal of the Portfolio following the service of a Trigger Notice or in case of redemption of the Notes in accordance with Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*), the payment of the relevant purchase price may be subject to claw back pursuant to article 166, paragraph 1 or 2, of the Italian Crisis Insolvency Code. However, pursuant to the Transfer Agreement, the Warranty and Indemnity Agreement or the Intercreditor Agreement, analogous certificates evidencing the solvency of the Originator or the third-party purchaser, as the case may be, shall be provided to the Issuer.

Mutui fondiari

The Originator has represented that part of the Mortgage Loans qualify as *mutui fondiari*, as defined in article 38 of the Consolidated Banking Act. Pursuant to article 39, paragraph 5, of the Consolidated 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 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 the 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 Consolidated 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 Consolidated 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 Consolidated Banking Act, therefore, prevents the Servicer from commencing proceedings to recover amounts in relation to *mutui fondiari* until the relevant Borrowers have defaulted on at least seven payments and this may have an impact on future cash-flows under the Claims.

Mortgage Credit Directive

Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (the "**Mortgage Credit Directive**") sets out a common framework for certain aspects of the laws, regulations and administrative provisions of the Member States concerning agreements covering credit for consumers secured by a mortgage or otherwise relating to residential immovable property. The Mortgage Credit Directive provides for, amongst other things:

i. standard information in advertising, and standard pre-contractual information;

ii. adequate explanations to the borrower on the proposed credit agreement and any ancillary service;

iii. calculation of the annual percentage rate of charge in accordance with a prescribed formula;

iv. assessment of creditworthiness of the borrower;

v. a right of the borrower to make early repayment of the credit agreement; and

vi. prudential and supervisory requirements for credit intermediaries and non-bank lenders.

The Mortgage Credit Directive came into effect on 20 March 2014 and was required to be implemented in Member States by 21 March 2016.

On 1 June 2015, in accordance with Article 18, Article 20(1) and Article 28 of the Mortgage Credit Directive, EBA published its final Guidelines on creditworthiness assessment, as well as its final Guidelines on arrears and foreclosure, that support the national implementation by Member States of the Mortgage Credit Directive.

In Italy the Government approved Legislative Decree No. 72 of 21 April 2016, implementing the Mortgage Credit Directive and published it on the Official Gazette of the Republic of Italy on 20 May 2016 (the "**Mortgage Legislative Decree**"). The Mortgage Legislative Decree clarifies that the new legal framework shall apply, *inter alia*, to (i) residential mortgage loans and (ii) loans relating to the purchase or preservation of the property rights on a residential immovable. Moreover such decree sets forth certain rules of correctness, diligence and transparency and information undertakings applicable to the lenders and intermediaries which offer loans to the consumers and provides that the parties may agree under the loan agreements that in case of breach of the borrower's payment obligations under the agreement (*i.e.*, non-payment of at least eighteen loan instalments due and payable by the debtor) the transfer or the sale of the mortgaged assets has as a consequence that the entire debt is settled even if the value of the assets or the proceeds deriving from the sale of the assets is lower than the remaining amount due by the debtor in relation to the loan. Otherwise if the estimated value of the assets or the proceeds deriving from the sale of the assets is higher than the remaining amount due by the debtor, the excess amount shall be returned to the consumer.

Given the absence of any jurisprudential interpretation, the impact of such legislation may not be predicted as at the date of this Prospectus. No assurance can be given that the implementation of the Mortgage Legislative Decree will not adversely affect the ability of the Issuer to make payments under the Notes.

Lacking case law and interpretation on the Mortgage Credit Directive, Noteholders should consider the risk that some Mortgages are found to be in breach of the Mortgage Credit Directive. This may cause a risk that the payments arising from the Mortgages found to be in breach would not be received by the Issuer, thus reducing the flow of funds available to the Issuer and impairing the Issuer's ability to meet its payment obligations under the Notes.

Servicing of the Portfolio

The Portfolio has been serviced by C.R.Asti up to the transfer of the Claims as the owner of the Claims and, following the transfer of the Claims to the Issuer, as servicer pursuant to the Servicing Agreement. Consequently, the net cash flows from the Portfolio may be affected by decisions made, actions taken and collection procedures adopted by the Servicer 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 Agreement and the obligations undertaken by the 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 the Servicer, on the other, and have been reproduced in similar terms in the Servicing Agreement. However, prospective Noteholders' attention is drawn to the fact that the scope of activity and, therefore, the responsibility of the Servicer is limited to the Claims transferred by the Servicer to the Issuer and does not extend to the servicing of any other claims.

The Servicer 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 article 3, paragraph 3, letter c) of the Securitisation Law, the 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.

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CATEGORY OF RISK FACTORS 4: RISKS FACTORS RELATED TO OTHER LEGAL CONCERNS

Application of the Securitisation Law has a limited interpretation

As at the date of this Prospectus, limited interpretation of the application of the Securitisation Law has been issued by any Italian governmental or regulatory authority. 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.

Further Securitisations

The Issuer may carry out Further Securitisations in addition to the Securitisation described in this Prospectus, provided that the Issuer confirms in writing to the Representative of the Noteholders - or the Representative of the Noteholders is otherwise satisfied - that the conditions set out in Condition 5.2(b) (*Covenants - Further Securitisations and corporate existence*) are satisfied.

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

Only the Representative of the Noteholders may pursue the remedies available under general law or under the Transaction Documents to obtain payment of the obligations of the Issuer deriving from any of the Transaction Documents or enforce the Mortgage Loans and no Noteholder shall be entitled to proceed directly against the

Issuer to obtain payment of such obligations, save as provided by the Rules of the Organisation of the Noteholders.

Italian Usury Law

The interest payments and other remuneration paid by the Borrowers under the Mortgage Loans are subject to Italian law No. 108 of 7 March 1996, as amended by law decree number 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 1 October 2021). The Supreme Court, with two aligned decisions, No. 12028/2010 and No. 28743/2010, has clarified that in the calculation of the interest rate for the assessment of its compliance with the Usury Law, any costs and/or expenses, including overdraft (*commissione di massimo scoperto*), related to the relevant agreement (other than taxes and fees) shall also be considered. In addition, 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 it 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.

Certain decisions of the Italian Supreme Court (*Corte di Cassazione*) have applied the above principle and have, therefore, deemed lawful (also from a civil law perspective) interest rates which were compliant with the usury threshold as at the time of the execution of the financing agreements but exceeded such threshold thereafter. On the other hand, according to other decisions of the Italian Supreme Court (*Corte di Cassazione*), the remuneration of any given financing must be below the applicable Usury Rate from time to time applicable. Based on this recent evolution of case law on the matter, it will constitute a breach of the Usury Law if the remuneration of a financing is lower than the applicable Usury Rate at the time the terms of the financing were agreed but becomes higher than the applicable Usury Rate at any point in time thereafter. Furthermore, those court precedents have also stated that default interest rates are relevant and must be taken into account when calculating the aggregate remuneration of any given financing for the purposes of determining its compliance with the applicable Usury Rate. That interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates. On 3 July 2013, also the Bank of Italy has confirmed in an official document that default interest rates should be taken into account for the purposes of the Statutory Usury Rates and has acknowledged that there is a discrepancy between the methods utilised to determine the remuneration of any given financing (which must include default rates) and the applicable statutory usury rates against which the former must be compared.

To solve such a contrast between different Italian Supreme Court (*Corte di Cassazione*) decisions, a recent decision by the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (No. 24675 dated 18 July 2017) finally stated that interest rates which were compliant with the Usury Rates as at the time of the

execution of the financing agreements but exceeded such threshold thereafter, are lawful also from a civil law perspective falling outside of the scope of the Usury Law.

Moreover, the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (No. 19597 dated 18 September 2020) stated that, in order to assess whether a loan complies with the Usury Law, also default interest rates shall be included in the calculation of the remuneration to be compared with the Usury Rates. In this respect, should that remuneration be higher than the Usury Rates, only the 'type' of rate which determined the breach shall be deemed as null and void. As a consequence, the entire amount referable to the rate which determined the breach of said threshold shall be deemed as unenforceable according to the last interpretation of the Supreme Court.

Prospective Noteholders should note that the ability of the Issuer to maintain scheduled payments of interest and principal on the Senior Notes may be adversely affected as a result of a loan or Claim being found to be in contravention with the Usury Law, thus allowing the relevant borrower to claim relief on any interest previously paid and obliging the Issuer in the future to accept a reduced rate of interest, or potentially no interest, payable on such loan or Claim.

Pursuant to the Warranty and Indemnity Agreement, the Originator has 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 on any interest accrued prior to the Initial Execution Date. If a Mortgage Loan is found to contravene the Usury Regulations, the relevant Borrower might be able to claim relief on any interest previously paid and to oblige the Issuer to accept a reduced rate of interest, or potentially no interest on such Mortgage 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 Agreement, with regard to any Mortgage Loan contravening the Usury Regulations, the Originator has also undertaken to indemnify the Issuer in respect of any interest (including penalty interest) which would have accrued on the relevant Mortgage 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 Mortgage 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 judgments from the Italian Supreme Court (*Corte di Cassazione*) No. 2374/99, No. 2594/2003, No. 21095/2004 and, more recently, No. 24418/2010) have held that such practices are not customary practices "*uso normative*".

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 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 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.

It should be noted that paragraph 2 of Article 120 of the Italian Banking Act, concerning compounding of interest accrued in the context of banking transactions, has been amended by Article 17-bis of Law Decree No. 18 of 14 February 2016 (as converted into law by Law No. 49 of 8 April 2016), providing that interest (other than defaulted interest) shall not accrue on capitalised interest. Paragraph 2 of Article 120 of the Italian Banking Act also requires the Comitato Interministeriale per il Credito e il Risparmio (CICR) to establish the methods and criteria for the compounding of interest. Decree No. 343 of 3 August 2016 of the CICR, implementing paragraph 2 of Article 120 of the Italian Banking Act, has been published in the Official Gazette No. 212 of 10

September 2016. Given the absence of any jurisprudential interpretation, the impact of such new legislation may not be predicted as at the date of this Prospectus.

As a result, if customers of the Originator were to challenge this practice there could be a negative effect on the returns generated from the Mortgage Loans.

The Originator has, however, represented in the Warranty and Indemnity Agreement that the Mortgage 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.

Suspension of payments under Law 244/2007

Italian Law Decree No. 7 of 31 January 2007, as converted into law by Italian Law No. 40 of 2 April 2007 and amended by Italian Law No. 244 of 24 December 2007 ("**Law 244/2007**"), provided for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian mortgage loan market. Pursuant to article 2, paragraph 475 and ff. of Law 244/2007 any borrower under a mortgage loan agreement executed for the purpose of acquiring a "first home" real estate property (*unità immobiliare da adibire ad abitazione principale*) giving evidence of its incapability to pay any instalments falling due under a mortgage loan is entitled to suspend payment of any such instalments for no more than two times during the life of the relevant mortgage loan and for a maximum duration of 18 months (the "**Borrower Payment Suspension Right**"). Upon exercise of the Borrower Payment Suspension Right the duration of the relevant mortgage loan will be extended of a period equal to the duration of the relevant suspension period. Furthermore, Law 244/2007 provided for the establishment of a fund, called "*Fondo di solidarietà*" created for bearing certain costs deriving from the suspension of payments. On 21 June 2010 the Ministry of Treasury and Finance (*Ministro dell'economia e delle finanze*) has adopted ministerial decree No. 132, as amended by ministerial decree No. 37 of 22 february 2013 ("**Decree 132/2010**") detailing the requisites and formalities which any Borrower must comply with in order to exercise the Borrower Payment Suspension Right.

In particular, under Decree 132/2010 a Borrower is entitled to exercise the Borrower Payment Suspension Right if and to the extent that on the date of submission of the relevant request (i) he/she is the owner of the Real Estate Asset relating to the Mortgage Loan Agreement; (ii) the relevant Mortgage Loan has been granted for an original amount not exceeding €250,000, and the relevant amortisation plan has commenced by at least one year; (iii) the index of the equivalent economic situation (*indicatore della situazione economica equivalente - ISEE*) should not exceed €30,000; (iv) the relevant Real Estate Asset must not fall in the A/1, A/8 and A/9 cadastral categories, it must not be a luxury real estate as defined under ministerial decree of 2 August 1969 and it must be a "first home" of the Borrower at the submission of the application; (v) at least one of the following facts occurs after the drawing-up of the mortgage loan agreement and during the last 3 years prior to the submission of the application: (a) loss of the non self-employed work or end of the parasubordinated job or similar job, without a new job at the time of the submission of the application (with certain exceptions as justified dismissal or retirement); and (b) death, severe handicap or invalidity.

In addition, also as a result of law No. 190 of 23 December 2014 (so called "*Legge di Stabilità* 2015") on 31 March 2015 ABI – Associazione Bancaria Italiana and certain consumer associations have entered into an agreement for the suspension of payments of the capital amount of loans granted to families. The measures provided by such agreement include, *inter alia*, the suspension of payment of the capital amount of instalments due under mortgage loans agreements for a period of at least 12 months, to be granted upon request of the relevant debtor, pursuant to the terms and conditions therein provided.

Renegotiation and extension of the amortisation plan under the "Decreto Sviluppo"

Pursuant to article 8, paragraph 6, of Law Decree No. 70 of 13 May 2011, converted into law by law No. 106 of 12 July 2011 (the "***Decreto Sviluppo***"), certain borrowers may achieve (i) a renegotiation of mortgage loans which may result in the amendment of the interest calculation method from floating rate to fixed rate and (ii) the extension of the applicable amortisation plan of the relevant mortgage loan for a period not longer than five years provided that, as a result of such extension, the residual duration of the relevant mortgage loan does not exceed a period equal to 25 years.

Borrowers may become subject to a debt restructuring arrangement or a court-supervised liquidation in accordance with the Italian Crisis and Insolvency Code

The Italian Crisis and Insolvency Code provides for special composition procedures for situations of over-indebtedness (*procedure di composizione della crisi da sovraindebitamento*), and for a special court-supervised liquidation for situations of over-indebtedness (*liquidazione controllata del sovraindebitamento*), which apply to (i) consumers, professionals, small enterprises who/which are in a situation of crisis or insolvency, and (ii) any other debtor which cannot be subject to judicial liquidation (*liquidazione giudiziale*) or any other liquidation procedure under Italian law applicable for situations of crisis (*crisi*) or insolvency (*insolvenza*).

Over-indebtedness occurs either in a situation of crisis or in a situation of insolvency. Crisis is the condition that makes insolvency likely to happen, and it occurs when the perspective cash flow shows that the debtor will become unable to pay its debts as they fall due within the subsequent 12 months; insolvency is the inability to repay debts as they fall due.

The composition procedure that applies to over-indebted consumers is the consumer's debt restructuring arrangement (*ristrutturazione dei debiti del consumatore*) (the "**Consumer's Debt Restructuring Arrangement**").

Pursuant to articles from 67 to 73 of the Italian Crisis and Insolvency Code, the over-indebted consumer, supported by the competent body for the composition of the over-indebtedness (*organismo di composizione della crisi da sovraindebitamento*) (the "**OCC**"), can file before the competent court a petition for the restructuring of its debts, based on a plan providing for the strategy to overcome the over-indebtedness. The over-indebted consumer may propose a partial recovery of its debts. Secured creditors shall receive an amount not lower than the liquidation value of the relevant encumbered asset, as assessed by the OCC.

If the court deems that the requirement provided under the law are met, it orders that the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement are published in a specific website and notified to the creditors. Upon the over-indebted consumer's request, the court may also order suspension of ongoing individual enforcement actions, and a general stay on enforcement and interim actions on the over-indebted consumer's assets.

Within 20 days from the court's notice, creditors may submit to the OCC their comments to the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement. Within the subsequent 10 days, the OCC may refer them to the court, together with any amendments to the plan that it deems necessary.

The court verifies whether the plan is compliant with the requirement provided under the law and feasible, and, if so, issues a decision homologating it. Such decision can be opposed within 30 days.

The OCC supervises the execution of the plan, and any sale and/or dismissal is carried out through a tender procedure. Once the plan is fully executed, the OCC delivers a final report.

The court, also upon request from a creditor, revokes the homologation of the Consumer's Debt Restructuring Arrangement if for the relevant debtor becomes impossible to fulfill the obligations set out in the plan or if the relevant debtor attempts to fraud its creditors. The revocation cannot be requested by creditors nor pursued by the court after 6 (six) months from delivery of the OCC's final report.

If the Consumer's Debt Restructuring Arrangement fails, or, in any event, upon its own request, the overindebted consumer may be adjudicated in a court-supervised liquidation for situations of over-indebtedness (the "**Court-Supervised Liquidation**"). If the over-indebted consumer is in a situation of insolvency, the Court-Supervised Liquidation may be commenced also upon request of a creditor in the context of an individual enforcement proceeding.

If the court finds that the relevant requirements are met (e.g. the amount of debts due and unpaid is higher than Euro 50,000), it issues a decision adjudicating the over-indebted consumer into the Court-Supervised Liquidation. With the same decision, the court, among other things, (i) appoints the designated judge, (ii) appoints a liquidator and (iii) assigns to creditors a term of maximum 60 (sixty) days to file their proof of claim.

As of the adjudication of the over-indebted consumer into the Court-Supervised Liquidation, individual enforcement and interim actions of creditors are stayed, and claims are recovered in accordance with statutory priorities and the principle of equal treatment among creditors.

Pending contracts are suspended, and the liquidator determines if they should be continued or terminated.

CATEGORY OF RISK FACTORS 5: RISK FACTORS RELATED TO MACRO-ECONOMIC AND MARKET MATTERS

General risks of real estate investments

The Claims purchased by the Issuer pursuant to the Transfer Agreement arise out of two portfolios consisting of: (i) residential mortgage loans which qualify as *mutui fondiari* (medium-long-term loans secured by mortgages on real estate, issued by a bank in accordance with the provisions of articles 38 and following of the Consolidated Banking Act) (the "***Fondiari* Mortgage Loans**") and (ii) residential mortgage loans (*mutui ipotecari*) which do not qualify as *mutui fondiari* (the "***Ipotecari* Mortgage Loans**" and, together with the *Fondiari* Mortgage Loans, the "**Mortgage Loans**" or, collectively, the "**Portfolio**").

The Claims 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 A1 Notes and the Class A2 Notes.

Political risk from the Russia – Ukraine Conflict

Throughout 2021, the Russian military build-up along the border of Ukraine has escalated tensions between Russia and Ukraine and strained bilateral relations. These events are continuing nowadays after Russia commencing a full-scale military invasion of Ukraine in February 2022. On 21 February 2022, Russia recognised the independence of two separatist regions within Ukraine and ordered Russian troops into these regions with a purported mission to maintain peace in the area. Following the invasion of Ukraine, the EU and

countries like the United States, UK, Switzerland, Canada, Japan, Australia and some other countries have made announcements regarding imposition of sanctions and sanctions have been implemented in the meantime. As at the date of this Prospectus, it is not possible to predict the broader consequences of the invasion, which could include further sanctions, export controls and embargoes, greater regional instability, geopolitical shifts and other adverse effects on macroeconomic conditions, currency exchange rates, supply chains (including the supply of fuel from Russia) and financial markets, all of which could, either directly or indirectly, has an adverse impact on SFS Italia's business, financial condition and results of operations.

Political risk from Middle East conflict

On 7 October 2023 Hamas militants launched a surprise attack on southern Israel from the Gaza Strip. This led to a full-scale military operation by Israel in the Palestinian territory and an armed conflict between Israel and Hamas-led Palestinian militant groups. Such conflict is still ongoing. As at the date of this Prospectus, it is not possible to predict the consequences of the above-mentioned conflict. Such consequences may include sanctions, greater regional instability, geopolitical shifts and other adverse effects on macroeconomic conditions, currency exchange rates, supply chains and financial markets, all of which could, either directly or indirectly, has an adverse impact on SFS Italia's business, financial condition and results of operations.

Inflation

In 2022-2023, inflationary pressures intensified as a result of a number of factors, including the revitalization of demand for consumer goods, labour shortages and supply chain issues, which in turn have affected fiscal and monetary policies. Among the risks that could negatively affect the economy and financial markets are (i) the increase in energy prices that can lead to further inflationary pressures; (ii) the breakdown of global supply chains; and (iii) tightening of monetary and public deficit policies. Additionally, if consumer interest rates increase substantially or if financial service providers tighten lending standards or restrict their lending to certain classes of credit, consumers may not desire or be able to obtain financing. If recent and ongoing increases in inflation in key markets persist, there could be subsequent increases in the cost of borrowing and decreased availability of affordable credit for financing.

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.

CATEGORY OF RISK FACTORS 6: RISK FACTORS RELATED TO TAX MATTERS

Withholding tax under the Notes

Payments of interest and other proceeds under the Notes may in certain circumstances, described in the section "*Taxation in the Republic of Italy*" below of this Prospectus, be subject to withholding or deduction for or on account of Italian tax pursuant to Decree 239. In such circumstances, any beneficial owner of an interest payment relating to the Notes of any Class will receive amounts of interest payable on the Notes net of Italian withholding tax. As at the date of this Prospectus, such withholding tax is levied at the rate of 26 per cent. or such lower rate as may be applicable under the relevant double taxation treaty, if any.

In the event that any Decree 239 Withholding is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, neither the Issuer nor any other person will 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.

CRS & FATCA

Following the provisions concerning the automatic exchange of information and agreements between Italy and other foreign countries ("**Common Reporting Standard**", or "**CRS**"), whose application principles are detailed in the Law of 18 June 2015, no. 95 and in the Decree of the Ministry of the Economy and Finance of 28 December 2015, some information may be required to Noteholders of financial instruments in order to be compliant with the abovementioned CRS. Moreover, a Noteholder may also be required to provide certain information under the intergovernmental agreement between Italy and the United States concerning the Foreign Account Tax Compliance Act ("**FATCA**") whose application principle in Italy and the related consequence of a non-compliance are detailed in Law 18 June 2015, n. 95 and in the Implementing Decree of 6 August 2015.

Prospective purchasers of the Notes are advised to consult their own advisers concerning the consequences of their ownership of the Notes under CRS and FATCA.

Tax treatment of the Issuer

The Issuer is an Italian corporate entity and, as such, is subject in principle to corporate income tax ("**IRES**") and regional tax for productive activities ("**IRAP"**). However, pursuant to the Off-Balance Sheet Treatment applicable to the Issuer, any income derived by the Issuer from the Claims – and under any other document pertaining to the Securitisation – is not subject to any taxation, with the only exception of amounts, if any, available to the Issuer after the full discharge of its obligations in relation to the Notes and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the securitisation performed in the context of the Securitisation.

This conclusion, which is based (i) on the interpretation of Article 83 of ITA, under which positive and negative items of income are included in the computation of the taxable income to the extent they are – or must be –

included in the profit and loss account of the taxpayer and (ii) on the general principle that the IRAP taxable base must be derived from the financial statements, has been confirmed by the Italian tax authorities in Circular Letter No. 8/E of 6 February 2003, and in Ruling No. 77/E of 4 August 2010. In particular, the Italian tax authorities stated that, in the context of a securitisation transaction, only amounts, if any, available to a securitisation vehicle after fully discharging its obligations towards the noteholders and any other creditors of the securitisation vehicle in respect of any costs, fees, and expenses in relation to the securitisation transaction, should be imputed for tax purposes to the securitisation vehicle.

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. It cannot hence be entirely excluded that such interpretation may change in the future, with possible negative consequences on the performance of the Securitisation, since this could adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

The risk factors described above are updated as of the date of this Prospectus.

The Issuer believes that the risks described above are the principal risks inherent in the Securitisation for holders of the Notes but the inability of the Issuer to pay interest or repay principal on the Notes of any such Class of Notes may occur for other reasons. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of such Classes of interest or principal on such Notes on a timely basis or at all.

TRANSACTION OVERVIEW

1. THE PRINCIPAL PARTIES

Issuer	Asti Group RMBS IV S.r.l. (the "**Issuer**"), 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**") and equity capital of Euro 10,000 (fully paid-up). The Issuer is registered in the companies register of Rome under number 17676691003 and with the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation of the Bank of Italy dated 12 December 2023 (effective starting from 20 December 2023) under number 48584.7. The issued equity capital of the Issuer is entirely held by Stichting Itinerary (as defined below). The Issuer has been established as a special 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.
Quotaholder	Stichting Itinerary ("**Stichting Itinerary**") is a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Locatellikade 1, 1076 AZ Amsterdam.
Originator	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, share capital Euro 363,971,167.68 ((fully paid-in) registered with the companies' register of Asti under No. 00060550050, fiscal code 00060550050, VAT number 01654870052 – VAT Group Cassa di Risparmio di Asti and registered 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, as subsequently amended and supplemented (the "**Banking Act**") under No. 5139, parent company of the "Gruppo Bancario Cassa di Risparmio di Asti" registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act under No. 6085 ("**C.R.Asti**" or "the "**Originator**"). C.R.Asti sold the Claims (as defined below) to the Issuer pursuant to the terms of a transfer agreement dated 18 September 2024 (the "**Initial Execution Date**") between the Issuer and C.R.Asti (the "**Transfer Agreement**"). See "*The Originator and Servicer*", "*Transaction Overview – The Portfolio*", "*The Transfer Agreement*" and "*The Warranty and Indemnity Agreement*", below.
Representative of the Noteholders	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 Curtatone, 3, 00185 Rome, Italy, registered with the companies' register of Milan under number 103478, fiscal code and VAT number 00731410155 ("**KPMG**"), 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 12 November 2024 (the "**Signing Date**").

Corporate Servicer

KPMG is the corporate servicer 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 Provider

C.R.Asti is the subordinated loan provider (in such capacity, the "**Subordinated Loan Provider**") 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 Provider (the "**Subordinated Loan Agreement**") pursuant to which C.R.Asti has agreed to grant to the Issuer a subordinated loan in an initial amount equal to €11,086,000 and (such amount, the "**Initial Draw Down**") and has undertaken to grant Additional Draw Downs (as this expression is defined under the Conditions) up to a maximum amount equal to the then current Payment Holiday Amount (as this expression is defined under the Conditions) (the "**Subordinated Loan**").

The Subordinated Loan will be repaid in accordance with the applicable Priority of Payments. The Subordinated Loan will be drawn down by the Issuer on the Issue Date (as defined below) for an initial amount equal to €11,036,000 and immediately credited to the Cash Reserve Account, except for €50,000 which will be credited to the Expenses Account.

See "*Credit Structure*" below.

Servicer

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

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

Back-up Servicer

Banca Valsabbina S.C.p.A., a company organised under the laws of the Republic of Italy, with registered office at via Molino, 4, 25078 Vestone (BS), registered with the companies' register of Brescia under No. 00283510170, registered in the "*albo delle società cooperative*" under No. A161095, 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 Servicer, 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 and to perform the duties and obligations set forth in the Servicing Agreement, in the event of C.R.Asti, ceasing to act as Servicer under the Servicing Agreement.

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

Computation Agent

KPMG 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 Paying

	Agent, C.R.Asti and the Agent Bank (the "**Agency and Accounts Agreement**"). See "*Transaction Overview – The Portfolio*" and "*The Agency and Accounts Agreement*", below.
Transaction Bank	BNP Paribas, Italian branch a French *société en commandite par actions*, having its registered office at 3, Rue d'Antin, Paris, France, operating for the purpose hereof through its Italian 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 ("**BNP Paribas**"), 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 accounts in the name of the Issuer (and after the Issue Date may open upon instructions of the Issuer a securities account) 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, the Paying Agent and the Agent Bank*", below.
Paying Agent	BNP Paribas, or any other person for the time being acting as such, will be the paying agent (in such capacity, the "**Paying Agent**") pursuant to the terms of the Agency and Accounts Agreement. See "*The Agency and Accounts Agreement*", below.
Agent Bank	BNP Paribas, 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.
Stichting Corporate Services Provider	M&G Trustee Company LTD, a company incorporated under the laws of England and Wales, having its registered office at 10 Fenchurch Avenue, EC3M 5BN London, United Kingdom, acting as stichting corporate services provider, or any other entity from time to time acting as stichting corporate services provider pursuant to the Stichting Corporate Servicing Agreement (the "**Stichting Corporate Services Provider**").
Arranger	UniCredit Bank GmbH, a bank incorporated as a private limited liability company (*Gesellschaft mit beschränkter Haftung*) 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 289472, belonging to the "Gruppo Bancario UniCredit" and having its head office at Arabellastrasse 12, 81925 Munich, Federal Republic of Germany (the "**Arranger**" or "**UniCredit**").
Swap Counterparty	UniCredit.

Senior Notes Subscriber	C.R.Asti.
Junior Notes Subscriber	C.R.Asti.
Reporting Entity	C.R.Asti.

Under the Intercreditor Agreement, each of the Issuer and the Originator has agreed that the Originator is designated as Reporting Entity in relation to the Claims, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation (as defined below). In such capacity as Reporting Entity, the Originator has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e) and (f) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation by making available the relevant information through the Securitisation Repository. In addition, each of the Issuer and the Originator has agreed that the Originator is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of article 27, paragraph 1 of the EU Securitisation Regulation.

2. THE PRINCIPAL FEATURES OF THE NOTES

The Notes

On 13 November 2024 (the "**Issue Date**"), the Issuer will issue:

(a) €365,700,000 Class A1 Residential Mortgage Backed Floating Rate Notes due December 2074 (the "**Class A1 Notes**");

(b) €186,100,000 Class A2 Residential Mortgage Backed Floating Rate Notes due December 2074 (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**", the "**Senior Notes**", or the "**Rated Notes**"); and

(b) €113,195,000 Class J Residential Mortgage Backed Fixed Rate and Additional Remuneration Notes due December 2074 (the "**Class J Notes**" or "**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.

Issue Price

The Notes will be issued at par.

Form and denomination of the Notes

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

The Notes are issued in bearer form and will be held in dematerialised form and will be wholly and exclusively deposited with Euronext Securities Milan 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 Euronext Securities Milan on behalf of the Noteholders until redemption and cancellation for the account of each relevant Euronext Securities Milan Account Holder. Euronext Securities Milan 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

The Notes of each Class will rank *pari passu* without any preference or priority among themselves for all purposes. The obligations of the Issuer to each Noteholder as well as to each of the Other Issuer Creditors (as defined below) will be limited recourse obligations of the Issuer. Each Noteholder and Other Issuer Creditor will have a claim against the Issuer only to the extent of the Issuer Available Funds.

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 repayment of principal on the Class A Notes and the payment of interest and the repayment of principal on the Class J Notes; and

(ii) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the payment of interest and the repayment of principal on the Class A Notes and in priority to the repayment of principal on the Class J 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 the payment of interest and the repayment of principal on the Class J 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 payment of interest on the Class J 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 Originator 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 A1 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 one-month and three-month deposits in euro) plus 0.96 per cent. per annum, *provided that* such rate of interest shall not in any event be lower than zero.

The Class A2 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 one-month and three-month deposits in euro) plus 0.85 per cent. per annum, *provided that* such rate of interest shall not in any event be lower than zero.

The Junior Notes will bear interest in accordance with Condition 6(c)(iii) (*Rate of interest on the Notes*).

"**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, the 27th calendar day of March, June, September and December 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 27 December 2024 and (b) following the service of an Issuer Acceleration Notice, the day falling 10 (ten) 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;

(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 (ten) 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 December 2074 (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. The Issuer has no assets other than the Claims and the Issuer's Rights (as defined below) as described in this Prospectus.

"**Cancellation Date**" means the later of (i) the last Business Day in December 2076; (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 Originator, the Representative of the Noteholders, the 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, the Issuer's right, title and interest in and to (i) 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 by the Issuer:*

the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes (as this expression is defined under the Conditions) on the Maturity Date or fails to pay any Interest Amount in respect of the Most Senior Class of Notes within five days of the relevant Interest Payment Date; or

(ii) *Breach of other material obligations by the Issuer:*

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 the Issuer becomes Insolvent; 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 a party; or

(B) 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 for the Issuer:*

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 50 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,

provided that 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.

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.

Following the service of an Issuer Acceleration Notice, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents, as required by article 21(4)(a) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardization adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and supplemented from time to time.

"**Insolvency Event**" will have occurred in respect of any company, entity or corporation if:

(i) an administrator, administrative receiver, examiner or liquidator has been appointed over or in respect of the whole or any part of the

undertaking, assets and/or revenues of such company or corporation or such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*liquidazione giudiziale*", "*concordato preventivo*", "*concordato preventivo in bianco*", "*concordato semplificato per la liquidazione del patrimonio*", "*liquidazione coatta amministrativa*", "*amministrazione straordinaria*", "*accordo di ristrutturazione dei debiti*", "*convenzione di moratoria*", "*accordo di ristrutturazione agevolato*" and "*composizione negoziata per la soluzione della crisi d'impresa*" and any applicable proceeding provided under the Bankruptcy Law and/or the Italian Crisis and Insolvency Code, each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a "*pignoramento*" or similar procedure having a similar effect, unless, in the opinion of the Noteholders (who may in this respect rely on the advice of a lawyer selected by them), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under (i) above is made in respect of or by such company, entity or corporation or the same proceedings are otherwise initiated against such company, entity or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) any of circumstances set out under articles 2446, 2447, 2482-*bis* and 2482-*ter* of the Italian civil code has arisen with respect of such company or corporation; or

(iv) such company, entity or corporation 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, in the case of the Issuer, 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

(v) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of such company, entity or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction) or any of the events under article 2484 of the Italian civil code occurs with respect to such company, entity or corporation; or

(vi) such company, entity or corporation becomes subject to any proceedings resulting from the implementation of 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 and investment firms.

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

(iii) if the Servicer has 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 Subscriber and Junior Notes Subscriber in the Intercreditor Agreement. The 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 Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), the Corporate Servicer, the Stichting Corporate Services Provider, the Subordinated Loan Provider, the Swap Counterparty, the Back-up Servicer, the Servicer, the Class A Notes Subscriber and the Junior Notes Subscriber (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.

Furthermore, C.R.Asti has undertaken to prepare, on a quarterly basis by no later than one month after each Interest Payment Date, and send to the Issuer, the Representative of the Noteholders, the Computation Agent and the Arranger, the Loan by Loan Report setting out information relating to each Claim in respect of the immediately preceding Collection Period, and to make it available to potential investors and any holder of position towards the Securitisation, in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

The Loan by Loan Report will be made available by the Reporting Entity (as defined below) through the Securitisation Repository, as a part of the information to be provided by them pursuant to article 7, paragraph 1 of the EU Securitisation Regulation.

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.

Swap Agreement

On the Signing Date, the Issuer has entered into an interest rate swap agreement with the Swap Counterparty (intended to be effective as from the Issue Date), pursuant to which the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the rate of interest received by the Issuer in respect of the Claims and the floating rate of interest payable by the Issuer under the Class A Notes (the "**Swap Transaction**"). The swap agreement is documented pursuant to the terms of a 2002 ISDA Master Agreement, as published by the International Swaps and Derivatives Association, Inc., (the "**ISDA**") and the Schedule and Credit Support Annex (the "**Credit Support Annex**") thereto, and a confirmation evidencing the Swap Transaction, each governed by English law, and each executed on or around the Signing Date (or, in the case of the confirmation, on or prior to the Issue Date) (the "**Swap Agreement**").

The Swap Agreement contains certain terms and provision required by the Rating Agencies (in accordance with the rating methodology of the Rating Agencies at the time of entry into such Swap Agreement) for the type of derivative transaction represented by the Swap Transaction in the event that the Swap Counterparty thereto (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies as follows:

(a) **Downgrade or Withdrawal of Party A's Rating by Moody's**

(i) The Swap Counterparty or its Credit Support Provider (each a "**Relevant Entity**") shall hold the "**Moody's Qualifying Collateral Trigger Rating**" if its counterparty risk assessment from Moody's is "A3(cr)" or better or its senior unsecured debt rating from Moody's is "A3" or better.

(ii) The "**Moody's Collateral Trigger Requirements**" will apply so long as no Relevant Entity has a Moody's Qualifying Collateral Trigger Rating. So long as the Moody's Collateral Trigger Requirements apply and either (i) the Moody's Collateral Trigger Requirements have

applied continuously since the Swap Agreement was executed or (ii) at least 30 Local Business Days (as defined therein) have elapsed since the last time the Moody's Collateral Trigger Requirements did not apply, the Swap Counterparty will, at its own cost, need to post collateral in accordance with the terms of the Credit Support Annex.

(iii) A Relevant Entity has a "**Moody's Qualifying Transfer Trigger Rating**" if its counterparty risk assessment from Moody's is "Baa3(cr)" or better or its senior unsecured debt rating from Moody's is "Baa3" or better.

The "**Moody's Transfer Trigger Requirements**" will apply so long as no Relevant Entity has a Moody's Qualifying Transfer Trigger Rating. So long as the Moody's Transfer Trigger Requirements apply, the Swap Counterparty shall need to, at its own cost, use commercially reasonable efforts to, as soon as reasonably practicable, (A) procure the issuance of an Eligible Guarantee in respect of all of the Swap Counterparty's present and future obligations under the Swap Agreement by a guarantor with the Moody's Qualifying Transfer Trigger Required Ratings, or (B) procure a transfer in accordance with the Swap Agreement to an Eligible Replacement, or (C) take such other action (which may, for the avoidance of doubt, include taking no action) as will result in the rating of the Notes by Moody's following the taking of such action being maintained at, or restored to, the level at which it was immediately prior to the occurrence of no Relevant Entity not holding the Moody's Qualifying Transfer Trigger Rating.

(b) **Downgrade or Withdrawal of Party A's Rating by DBRS**

(i) If the DBRS Rating of each Relevant Entity is downgraded below "A" by DBRS (such rating, the "**DBRS First Trigger Rating**", and each such event, an "**DBRS First Trigger Rating Event**") then, within thirty (30) Local Business Days of the occurrence of such DBRS First Trigger Rating Event, the Swap Counterparty shall, at its own cost and expense, transfer Eligible Credit Support (as defined in the Credit Support Annex) to the Issuer pursuant to terms and conditions specified in the Credit Support Annex.

The Swap Counterparty's obligation to transfer Eligible Credit Support (as defined in the Credit Support Annex) to the Issuer in accordance with the provisions of the Credit Support Annex shall cease if, at any time, the Swap Counterparty at its own cost and expense:

(1) transfer all of its rights and obligations with respect to this Agreement to an Eligible Replacement (as defined in the Swap Agreement); or

(2) obtain a guarantee (which complies with the requirements for guarantees set out in the DBRS "*Derivative Criteria for European Structured Finance Transactions" published in September 2024)*" (or co-obligor) of its liabilities and obligations with respect to this Agreement from a third party having the DBRS First Trigger Rating or the DBRS Second

Trigger Rating and the Swap Counterparty providing collateral pursuant to (1) above.

If (and as long as) any of sub-paragraphs (1) or (2) above are satisfied at any time, the Swap Counterparty will not be required to transfer any additional collateral in respect of such DBRS First Trigger Rating Event.

(ii) If the DBRS Rating of the Relevant Entity cease to be rated at least as high as "BBB" (such rating, the "**DBRS Second Trigger Rating**", and such event, a "DBRS Second Trigger Rating Event") then the Swap Counterparty will, within thirty (30) Local Business Days (as defined in the Swap Agreement) of the occurrence of such DBRS Second Trigger Rating Event, at its own cost:

(1) need to provide collateral in accordance with the Credit Support Annex in support of its obligations under the Swap Agreement; and

(2) use commercially reasonable efforts to transfer all of its rights and obligations with respect to the Swap Agreement to an Eligible Replacement; or

(3) use commercially reasonable efforts to obtain a guarantee (which complies with the requirements for guarantees set out in the DBRS "*Derivative Criteria for European Structured Finance Transactions*" *published in September 2024)*" (or co-obligor) of its liabilities and obligations with respect to the Swap Agreement from a third party having the DBRS First Trigger Rating or the DBRS Second Trigger Rating and the Swap Agreement providing collateral pursuant to the above.

English Deed of Charge

Pursuant to an English law deed of charge and assignment to be executed on or around the Issue Date (the "**English Deed of Charge and Assignment**") the Issuer will grant in favour of the Representative of the Noteholders for itself and as trustee for the Noteholders and the Issuer Secured Creditors, *inter alia*, (i) an English law assignment by way of security of all the Issuer's rights under the Swap Agreement and all future contracts, agreements, deeds and documents governed by English law to which the Issuer may become a party in relation to the Notes, the Claims and/or the Portfolio; and (ii) a floating charge over all of the Issuer's assets which are subject to the assignments described under (i) above and not effectively assigned or charged thereunder.

"**Issuer Secured Creditors**" means the Noteholders, the Representative of the Noteholders, the Computation Agent, the Servicer, the Back-up Servicer, the Paying Agent, the Agent Bank, the Transaction Bank, the Subordinated Loan Provider, the Class A Notes Subscriber, the Junior Notes Subscriber, the Corporate Servicer, the Stichting Corporate Services Provider, the Swap Counterparty and C.R.Asti (in respect of any monetary obligation due to it by the Issuer under the Transaction Documents to which C.R.Asti is a party).

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 Rated 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.

Rating

Upon issue it is expected that:

(i) the Class A1 Notes will be rated "AAA(sf)" by DBRS Ratings GmbH ("**DBRS**") and "AAA(sf)" by Scope Ratings GmbH ("**Scope**"; and

(ii) the Class A2 Notes will be rated "AAA(sf)" by DBRS, "AAA(sf)" by Scope and "Aa3(sf)" by Moody's Italia S.r.l. ("**Moody's**"and, together with DBRS and Scope, the "**Rating Agencies**", which expression shall include any successor thereto).

With reference to the ratings specified above to be assigned by DBRS, in accordance with DBRS definitions available as at the date of this Prospectus on the website https://dbrs.morningstar.com/research/236754/long-term-obligations-rating-scale: "AAA(sf)" means highest credit quality. The capacity for the payment of financial obligations is exceptionally high and unlikely to be adversely affected by future events.

With reference to the ratings specified above to be assigned by Scope, in accordance with Scope's Credit Rating definitions available as at the date of this Prospectus on the website https://scoperatings.com/dam/jcr:489a367c-01ba-4b3e-b203-1de2dca46da2/Scope%20Ratings%20Rating%20Definition%202023.pdf "AAA": Credit Ratings at the AAA level reflect an opinion of exceptionally strong credit quality.

With reference to the ratings specified above to be assigned by Moody's, in accordance with Moody's definitions available as at the date of this Prospectus on the website https://www.moodys.com/research/doc--PBC_79004: "Aa3 (sf)" means obligations judged to be of high quality and are subject to very low credit risk. The modifier 3 indicates a ranking in the lower end of that generic rating category.

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, each of DBRS, Moody's and Scope is 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.

STS-securitisation

The Securitisation is intended to qualify as a simple, transparent and standardised ("**STS**") securitisation within the meaning of article 18 of Regulation (EU) No. 2402 of 12 December 2017 (the "**EU Securitisation Regulation**"). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation and will be prior to the Issue Date notified by the Originator to be

included in the list published by ESMA referred to in article 27, paragraph 5, of the EU Securitisation Regulation (the "**STS Notification**"). Pursuant to article 27, paragraph 2 of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the STS criteria set out in articles 19 to 22 has been complied with in the Securitisation. The STS Notification is available for download on the ESMA's website, being at the date of this Information Memorandum https://www.esma.europa.eu/esmas-activities/markets-and-infrastructure/securitisation.

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a verification agent authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**") and the compliance of the Notes with the relevant provisions of article 243 of Regulation (EU) no 575/2013 of the European Parliament and of the Council of 26 June 2013 (the "**CRR**").

It is expected that the STS Verification prepared by PCS, together with detailed explanations of their scope, will be available on the PCS website (https://www.pcsmarket.org/sts-verification-transactions/). For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus. The STS status of a transaction is not static and under the EU Securitisation Regulation ESMA is entitled to update the list should the Securitisation be no longer considered to be STS-compliant following a decision of the competent Authority or a notification by the Originator. The investors should verify the current status of the Securitisation on ESMA's website from time to time.

No assurance can be *provided that* the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future. None of the Issuer, the Originator, the Reporting Entity, the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future.

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 Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement, the Originator 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 (d) of article 6, paragraph 3 of the EU Securitisation Regulation (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), 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.

"**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, including as amended by Solvency II Amendment Regulation; and

"**Solvency II Amendment Regulation**" means the Commission Delegated Regulation (EU) no. 1221 of 1 June 2018 amending Solvency II Regulation.

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 Claims

On the Initial Execution Date, pursuant to the Transfer Agreement the Issuer acquired from the Originator without recourse (*pro soluto*) the monetary claims (the "**Claims**") and other connected rights arising out of a portfolio consisting of (i) residential mortgage loans which qualify as "*mutui fondiari*" (the "***Fondiari* Mortgage Loans**") and (ii) other residential mortgage loans which qualify as "*mutui ipotecari*" (the "***Ipotecari* Mortgage Loans**" and, together with the *Fondiari* Mortgage Loans, the "**Mortgage Loans**" or the "**Portfolio**") owed to C.R.Asti.

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

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

Warranties in relation to the Portfolio

On the Initial Execution Date, C.R.Asti and the Issuer entered into separate warranty and indemnity agreement (the "**Warranty and Indemnity Agreement**"), pursuant to which C.R.Asti has given certain representations and warranties in favour of the Issuer in relation to the Portfolio and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Claims. Pursuant to the Warranty and Indemnity Agreement, the Issuer may, in specific limited circumstances relating to a breach of representations in relation to the Mortgage Loans, require the Originator to repurchase certain Claims. The Warranty and Indemnity Agreement is governed by Italian law.

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

Servicing and collection procedures

Pursuant to the terms of the Servicing Agreement, the Servicer has agreed to administer and service the 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 Mortgage 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 Servicing Agreement.

Monies received or recovered in respect of the Mortgage Loans and the related Claims (the "**Collections**") are paid to the Servicer.

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

Collections in respect of the Mortgage Loans will be calculated by reference to successive three-month periods (each, a "**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 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 November 2024; 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 March, June, September and December in each year.

In addition to its reporting obligations in its capacity as Reporting Entity, C.R.Asti as Servicer has undertaken to prepare and submit to the Arranger, the Representative of the Noteholders, the Swap Counterparty 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 "**Servicer Report**") in the form set out in the Servicing Agreement and containing information as to, *inter alia*, the Portfolio, the Claims and any Collections in respect of the preceding Collection Period. The first Reporting Date will be on 13 December 2024.

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

Servicing fee

In return for the services provided by the Servicer 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, the following amounts (each inclusive of VAT, if applicable):

(a) an amount equal to 0.10 per cent., on an annual basis, of the Outstanding Principal of the Claims of the Portfolio (excluding the Defaulted Claims of the Portfolio) 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 Defaulted Claims of the Portfolio, 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 (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**").

"**Defaulted Claims**" means any Claim (i) with regard to which there are 15 (fifteen) or more Unpaid Instalments (in case of monthly payment), or 5 (five) or more Unpaid Instalments (in case of quarterly payment), or 3 (three) or more Unpaid Instalments (in case of semi-annual payment), or (ii) which is classified as defaulted ("*crediti in sofferenza*)" by the Servicer on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations applicable from time to time. Any of such Claim is 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 Mortgage 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 Mortgage Loan.

See "*The Servicing Agreement 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 (or, in the case of the Accounts listed under item (f) below, has opened and may open from time to time) the following accounts with the Transaction Bank (collectively, the "**Accounts**"):

(a) a euro-denominated current account into which the Servicer will be required to deposit the Collections pursuant to the 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, €11,036,000 (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, up to but excluding the earlier of (A) the Interest Payment Date on which the Senior Notes will be redeemed in full and (B) the Interest Payment Date following the delivery of an Issuer Acceleration Notice, 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 Cash Reserve standing to the credit of the Cash Reserve Account equals the Target 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 Cash Reserve Account will be credited; and (iii) all payments paid or advanced to the Issuer

under any of the Transaction Documents, including any indemnity payments received by the Issuer and any payment made by the Swap Counterparty to the Issuer under the Swap Agreement, 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**");

(d) 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;

(e) the Eligible Investments Securities Account (as defined below), once it will be opened in accordance with the provisions of the Agency and Accounts Agreement; and

(f) any Collateral Account.

Furthermore, in addition to the above, pursuant to the Agency and Accounts Agreement, after the Issue Date the Issuer may open 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**").

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 45 (forty-five) calendar days from the date on which the 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 45 (forty-five) calendar days from the date on which the 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 and a replacement Expenses 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 and the Expenses Account to the credit of each of the relevant replacement accounts set out above;

(iv) close the original Collection Account, the Cash Reserve Account, the Eligible Investments Securities Account, the Payments Account and the Expenses Account once the steps under (i), (ii) and (iii) are completed; and

(v) 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 Paying Agent

If the Paying Agent ceases to be an Eligible Institution, the Issuer will, by no later than 45 (forty-five) calendar days from the date when the Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Paying Agent and appoint a substitute Paying Agent which is an Eligible Institution, *provided that* the administrative costs incurred with respect to the selection of a successor Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Paying Agent) shall be borne by the 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) at least "A" by DBRS as a public or private long term senior debt rating with respect to the higher of:

(A) a rating one notch below the long-term Critical Obligations Rating (COR) of such entity;

(B) the long-term issuer rating or the long-term senior unsecured debt rating of such entity; and

(C) the long-term deposit rating of such entity,

or if no such public or private ratings are available, a DBRS Equivalent Rating of "A"; and

(b) at least "A2" or "P-1" by Moody's.

"**DBRS Equivalent Rating**" means with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent), (a) if public ratings by Fitch, Moody's and S&P Global are all available, (i) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and the lowest rating have been excluded or (ii) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (b) if the DBRS Equivalent Rating cannot be determined under paragraph (a) above, but public ratings by any two of Fitch, Moody's and S&P Global are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (c) if the DBRS Equivalent Rating cannot be determined under paragraph (a) or paragraph (b) above, and therefore only a public rating by one of Fitch, Moody's and S&P Global is available, such rating will be the DBRS Equivalent Rating (upon conversion on the basis of the DBRS Equivalent Chart).

"**DBRS Equivalent Chart**" means

DBRS	**S&P Global**	**Fitch**	**Moody's**
AAA	AAA	AAA	Aaa
AA(high)	AA+	AA+	Aa1
AA	AA	AA	Aa2
AA(low)	AA-	AA-	Aa3
A(high)	A+	A+	A1
A	A	A	A2
A(low)	A-	A-	A3
BBB(high)	BBB+	BBB+	Baa1
BBB	BBB	BBB	Baa2

BBB(low)	BBB-	BBB-	Baa3
BB(high)	BB+	BB+	Ba1
BB	BB	BB	Ba2
BB(low)	BB-	BB-	Ba3
B(high)	B+	B+	B1
B	B	B	B2
B(low)	B-	B-	B3
CCC(high)	CCC+	CCC+	Caa1
CCC	CCC	CCC	Caa2
CCC(low)	CCC-	CCC-	Caa3
CC	CC	CC	Ca
C	D	D	C

"**Critical Obligations Rating**" (or "**COR**") means the long-term rating assigned by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations.

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), commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Liquidation Date; or

(b) euro-denominated accounts or deposits with maturity dates 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 without penalty or loss 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 (such amount not being lower than the initially invested amount); and

(iv) if the counterparty of the Issuer under the relevant repurchase transaction ceases to be an Eligible Institution, such

investment shall be transferred to another Eligible Institution at no costs and no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable at a fixed principal amount (*provided that* such amount could be lower than the amount invested only in the case in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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) to the extent that such investment has a maturity not exceeding 30 calendar days, a long-term rating of at least "A" or a short term rating of at least "R-1 Low"; and

(ii) to the extent such investment has a maturity exceeding 30 calendar days but not exceeding 90 days a long-term rating of at least "AA (low)" or a short term rating of at least "R-1 (middle)"; and

(iii) to the extent such investment has a maturity exceeding 90 calendar days but not exceeding 180 days a long-term rating of at least "AA" or a short-term rating of at least "R-1(high)"; and

(iv) to the extent such investment has a maturity exceeding 180 calendar days but not exceeding 365 days a long-term rating of at least "AAA" or a short-term rating of at least "R-1 (high)";

(B) with respect to Moody's, a short-term rating of at least "P-2" or a long-term rating of at least "Baa2".

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 in which the rate of return of the relevant investment is equal to or higher than the Base Rate) or have a maturity not later than the fifth 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 in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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:

in no case shall such investment 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;

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 the 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 in which the rate of return of the relevant investment is equal to or higher than the Base Rate), otherwise the relevant security or time deposit shall be allowed to mature; or (b) in the case of Eligible Investments being bank deposits, transfer within 30 (thirty) calendar days the deposits to another account opened in Italy, England or Wales in the name of the Issuer with an institution being an Eligible Institution, at no cost to 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;

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

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,

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.

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 fifth 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 Paying Agent, the Transaction Bank, the Corporate Servicer, the Swap Counterparty, the Rating Agencies and the Servicer.

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

In addition, the Computation Agent will prepare, on behalf of the Originator in its capacity as Reporting Entity, and deliver by no later than the fifteenth Business Day following each Interest Payment Date to the Reporting Entity, a report, as required in order to comply with the EU Securitisation Regulation, in accordance with the templates set out article 2 paragraph 1 of European Commission Delegated Regulation 1225/2020 of 29 October 2019, containing the information required under article 7(1)(e) of the Securitisation Regulation, as specified in article 3 paragraph 1 of European Commission Delegated Regulation 1224/2020 of 16 October 2019 (collectively, the "**Regulatory Technical Standards**"), including details of, *inter alia*, (i) a transaction overview setting out the main definitions and the main parties to the Transaction Documents, (ii) the Issuer Available Funds, (iii) Pre-Enforcement Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date, (iv) information on the Notes, (v) information on the Subordinated Loan, (vi) the Cash Reserve, (vii) a description of the Portfolio and relating credit quality and performance of the Claims, (viii) information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation (the "**Regulatory Investor Report**").

The first Regulatory Investor Report will be available by the Computation Agent to the Reporting Entity by no later than fifteen Business Days following the Interest Payment Date falling in December 2024. The Regulatory Investor Report will be made available (simultaneously with the Loan by Loan Report and the Inside Information and Significant Events Report) by C.R.Asti in its capacity as Reporting Entity pursuant to the EU Securitisation Regulation, within the month following the immediately preceding Interest Payment Date to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors, as provided for in article 7(1)(e) of the EU Securitisation Regulation and will be also be uploaded into the Securitisation Repository by C.R.Asti in its capacity as Reporting Entity pursuant to the EU Securitisation Regulation.

The Computation Agent has also undertaken to:

prepare on behalf of the Originator, in its capacity as Reporting Entity a report setting out the information under the above provision (including, *inter alia*, any material change of the Priority of Payments, the occurrence of any Event of Default and any material amendment to the Transaction Documents) in accordance with the applicable Regulatory Technical Standards, (the "**Inside Information and Significant Events Report**"), subject to the timely receipt of all necessary information from the relevant Parties; and

immediately deliver via email such Inside Information and Significant Events Report to the Issuer, the Representative of the Noteholders, the Corporate Servicer, the Paying Agent, the Arranger and C.R.Asti, in any case in a timely manner in order for C.R.Asti, in its capacity as Reporting Entity, to make available (through the Securitisation Repository), the Inside Information and Significant Events Report to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes without delay, following the occurrence of the relevant event or awareness of the inside information triggering the delivery of such report and, in any case, within the month following the immediately preceding Interest Payment Date (simultaneously with the Loan by Loan Report and the Regulatory Investor Report) in accordance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

Finally, the Computation Agent has also agreed to prepare and deliver via electronic mail by no later than the second Business Day following each Interest Payment Date to the Issuer, the Originator, the Representative of the Noteholders, the Arranger and the Servicer a report substantially in the form attached as schedule 3 (*Investor Report*) to the Agency and Accounts Agreement, containing details of, *inter* alia, (i) the Claims provided by the Servicer through the Servicer Report, (ii) amounts received by the Issuer from any source during the preceding Collection Period, and (iii) amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date (the "**Investor Report**"). The first Investor Report will be available by no later than two Business Days following the Interest Payment Date falling in December 2024.

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

5. PRIORITY OF PAYMENTS

Priority of Payments

Each of the Pre-Enforcement Priority of Payments, the Post-Enforcement Priority of Payments and the Collateral Accounts Priority of Payments shall constitute the "**Priority of Payments**" and each a "**Priority of Payments**".

Any reference made to a payment in accordance with the Priority of Payments shall be to each such Priority of Payment as the context may require.

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.

"**Collateral**" means (i) prior to the occurrence of an Early Termination Date under (and as defined in) the Swap Agreement, the monies (including any interest thereof) and/or securities (including any distributions or liquidation or other proceeds in respect thereof) standing to the credit of the Collateral Accounts; and (ii) following the Early Termination Date, the monies and/or securities (if any) standing to the credit of the Collateral Accounts in an amount equal to the Excess Swap Collateral.

"**Collateral Accounts**" means the Swap Cash Collateral Account and the Swap Securities Collateral Account (once opened) and "**Collateral Account**" means any one of them.

"**Excess Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which is in excess of the Swap Counterparty's liability to the Issuer under the Swap Agreement as at the Early Termination Date.

"**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 Mortgage 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 balance standing to the credit of the Cash Reserve Account as at the relevant Calculation Date;

(iii) without duplication of (i) and (ii) above, an amount equal to the monies invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Collection Account and the Cash Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(iv) without duplication of (i) 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;

(vii) 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;

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

(ix) all amounts due and payable to the Issuer in respect of such Interest Payment Date under the terms of the Swap Agreement (if and to the extent paid) other than any (1) Collateral (which will not be available to the Issuer to make payments to its creditors generally, but may only be applied in accordance with the Collateral Accounts Priority

of Payments, and (2) Swap Tax Credit Amounts (which shall be paid when due out of the Payments Account to the Swap Counterparty in accordance with the terms of the Swap Agreement, without regard to any Priority of Payments);

(x) any Excess Swap Collateral paid into the Payments Account in accordance with the Collateral Accounts Priority of Payments; and

(xi) 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.

"**Swap Securities Collateral Account**" means, in respect of the Swap Counterparty and the Swap Agreement, the euro denominated account which may be opened from time to time in the name of the Issuer with the Transaction Bank into which all Collateral (in the form of securities) is to be deposited, or such other substitute account as may replace such account.

"**Swap Cash Collateral Account**" means, in respect of the Swap Counterparty and the Swap Agreement, the euro denominated account the euro denominated account which has been opened in the name of the Issuer with the Transaction Bank into which all collateral (in the form of cash) is to be deposited that is transferred by the Swap Counterparty under the Swap Agreement to the Issuer, or such other substitute account as may replace such account.

"**Swap Tax Credit Amount**" means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding for or on account of tax in respect of which a gross-up payment has been made by the Swap Counterparty to the Issuer under the Swap Transaction, or relating to any deduction or withholding for or on account of tax made by the Issuer from a payment under the Swap Transaction to the Swap Counterparty in respect of which no gross up payment has been made.

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, or 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 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*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all 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 and to the extent not paid by C.R.Asti under the Letter of Undertaking);

(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 and to the extent not paid by C.R.Asti under the Letter of Undertaking);

(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 Paying Agent, the Agent Bank, the Computation Agent, the Servicer, the Back-up Servicer, the Corporate Servicer, the Stichting Corporate Services Provider 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 the Originator in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the Transfer Agreement;

(v) *fifth*, to pay, *pari passu* and *pro rata*, any amounts due and payable to the Swap Counterparty on such Interest Payment Date under the Swap Agreement, except for (1) any Swap Tax Credit Amounts (which shall be paid as set out in the definition of Issuer Available Funds), (2) any amounts paid under the Collateral Accounts Priority of Payments, or (3) amounts due and payable under item *ten* below;

(vi) *sixth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;

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

(ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of:

(1) 55 per cent. of the Amortisation Amount, to repay the Principal Amount Outstanding of the Class A2 Notes until the Class A2 Notes are repaid in full; and

(2) the remaining Amortisation Amount, after having paid the amount under paragraph (1) above of this item (ix), to repay the Principal Amount Outstanding of the Class A1 Notes until the Class A1 Notes are repaid in full;

(x) *tenth*, to pay any amounts due and payable to the Swap Counterparty upon the designation of any Early Termination Date under the Swap Agreement in the event that the Swap Counterparty is the "Defaulting Party" (as this expression is defined under the Swap Agreement);

(xi) *eleventh*, 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);

(xii) *twelfth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator, in respect of any Originator's Claims under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement without any duplication with item (iv) above;

(xiii) *thirteenth*, in or towards satisfaction of all amounts due and payable to the Originator under the terms of the Letter of Undertaking;

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

(xv) *fifteenth*, in or towards satisfaction of all amounts of interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

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

(xvii) *seventeenth*, 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);

(xviii) *eighteenth*, 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;

(xix) *nineteenth*, 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;

(xx) *twentieth*, up to but excluding the Final Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes.

"**Amortisation Amount** means the Issuer Available Funds remaining available after having paid items (i) to (viii) (inclusive) of the Pre-Enforcement Priority of Payments.

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 not paid by C.R.Asti under the Letter of Undertaking 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 not paid by C.R.Asti under the Letter of Undertaking 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 Paying Agent, the Agent Bank, the Computation Agent, the Servicer, the Back-up Servicer, the Corporate Servicer, the Stichting Corporate Services Provider 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 the Originator in respect of the Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the Transfer Agreement;

(v) *fifth*, to pay, *pari passu and pro rata*, *any amounts* due and payable to the Swap Counterparty on such Interest Payment Date under the Swap Agreement, except for (1) any Swap Tax Credit Amounts (which shall be paid as set out in the definition of Issuer Available Funds), (2) any amounts paid under the Collateral Accounts Priority of Payments, or (3) amounts due and payable under item *eight* below;

(vi) *sixth*, 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;

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

(viii) *eighth*, to pay any amounts due and payable to the Swap Counterparty upon the designation of an Early Termination Date under the Swap Agreement in the event that the Swap Counterparty is the "Defaulting Party" (as this expression is defined under the Swap Agreement);

(ix) *ninth*, 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);

(x) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator:

(A) in respect of any Originator's Claims under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement without any duplication with item (iv) above; and

(B) under the terms of the Letter of Undertaking;

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

(xii) *twelfth*, in or towards satisfaction of all amounts of interest due and payable to the Subordinated Loan Provider (including any interest

accrued but unpaid) under the terms of the Subordinated Loan Agreement;

(xiii) *thirteenth*, in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiv) *fourteenth*, 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;

(xv) *fifteenth*, 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;

(xvi) *sixteenth*, 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

(xvii) *seventeenth*, up to but excluding the Post-Enforcement Final Redemption Date, 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.

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.

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

(i) all interest accrued but not expired in respect of the relevant Mortgage Loans as at the Valuation Date (inclusive) being equal to €227,044.68; and

(ii) all interest accrued, expired on the Valuation Date (inclusive) and not paid in respect of the relevant Mortgage Loans, equal to an aggregate amount of Euro 150,766.82,

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

"**Deferred Interest**" means an amount equal to all interest accrued, expired and deferred in respect of the relevant Mortgage Loans with reference to which a suspension agreement has been executed between C.R.Asti and the relevant Borrower as at the Valuation Date (inclusive) being equal to €86,649.83, which will be paid to the Originator in accordance with the applicable Priority of Payments.

"**Suspension Interest**" means an amount equal to all interest accrued but not expired in respect of the relevant Mortgage Loans with reference to which a suspension agreement has been executed between C.R.Asti and the relevant Borrower as at the Valuation Date (inclusive) being equal to € 682,368.37, which will be paid to the Originator in accordance with the applicable Priority of Payments.

"**Valuation Date**" means 31 August 2024 at 11:59 p.m. (CET).

Collateral Accounts Priority of Payments

Amounts standing to the credit of the Collateral Accounts will not be available for the Issuer to make payments to the Noteholders and the Other

Issuer Creditors generally, but may be applied only in accordance with the following provisions (the "**Collateral Accounts Priority of Payments**"):

(i) prior to the occurrence or designation of an Early Termination Date in respect of the Swap Agreement, solely in or towards payment or transfer of:

(a) any Return Amounts (as defined in the Credit Support Annex due to the Swap Counterparty in respect of the relevant Collateral Account) on any day (whether or not such day is an Interest Payment Date);

(b) any Interest Amounts and/or Distributions (as defined in the relevant Credit Support Annex) or such other equivalent amounts representing equivalent payments on any date (whether or not such day is an Interest Payment Date); and

(c) any return of collateral to the Swap Counterparty in respect of the relevant Collateral Account upon a novation of the Swap Counterparty's obligations under the Swap Agreement to a replacement swap counterparty,

on any day (whether or not such day is an Interest Payment Date), directly to the Swap Counterparty in accordance with the terms of the Swap Agreement;

(ii) upon or immediately following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where (A) such Early Termination Date has been designated following an Event of Default (as defined in the Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); and (B) the Issuer enters into a replacement Swap Agreement in respect of such Swap Agreement on or around the Early Termination Date of such Swap Agreement, on the later of the day on which such replacement Swap Agreement is entered into and the day on which the replacement swap premium (if any) payable to the Issuer has been received (in each case, whether or not such day is an Interest Payment Date), in the following order of priority:

A. *first*, in or towards payment of any replacement swap premium (if any) payable by the Issuer to a replacement swap counterparty in order to enter into a replacement swap agreement with the Issuer with respect to the Swap Agreement being novated or terminated up to an amount equal to the termination amount that would have been payable by the outgoing Swap Counterparty to the Issuer pursuant to the Swap Agreement (to the extent not funded from the Issuer Available Funds);

B. *second*, in or towards payment of any termination payment due to the outgoing Swap Counterparty pursuant to the Swap Agreement (to the extent not funded form the Issuer Available Funds); and

C. *third*, the Excess Swap Collateral (if any) on such day to be transferred to the Payments Account for an amount equal to the Excess Swap Collateral and deemed to form Issuer Available Funds;

(iii) following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where (A) such Early Termination Date has been designated following an Event of Default (as defined in the Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement) and (B) the Issuer is unable to or elects not to enter into a replacement Swap Agreement on or around the Early Termination Date of such Swap Agreement, on any day (whether or not such day is an Interest Payment Date) in or towards payment of any termination payment due to the Swap Counterparty pursuant to the Swap Agreement;

(iv) following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where such Early Termination Date has been designated otherwise than as a result of one of the events specified at items (ii) and (iii) above, on any day (whether or not such day is an Interest Payment Date) in or towards payment of any termination payment due to the Swap Counterparty pursuant to the Swap Agreement; and

(v) following payment of any amounts due pursuant to (iii) and (iv) above, if amounts remain standing to the credit of the Collateral Accounts, such amounts may be applied on any day (whether or not such day is an Interest Payment Date) only in accordance with the following provisions:

A. *first*, in or towards payment of any replacement Swap Premium (if any) payable by the Issuer to a replacement swap counterparty in order to enter into a replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated; and

B. *second*, the Excess Swap Collateral remaining after payment of such replacement swap premium to be transferred to the Payments Account for an amount equal to the Excess Swap Collateral and deemed to form Issuer Available Funds,

For the avoidance of doubt, the Collateral Accounts Order of Priority shall only apply to the extent one or more Collateral Accounts have been established by the Issuer.

6. REDEMPTION OF THE NOTES

Mandatory redemption of the Notes

Prior to the service of an Issuer Acceleration Notice, if, on any 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

Unless previously redeemed in full, on any Interest Payment Date starting from the earlier of (i) the Interest Payment Date which falls on 27 June 2031 (included) and (ii) the date on which the Portfolio Outstanding Amount is equal to or less than 10% of the Initial Portfolio Outstanding Amount, 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 Rated 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) having received a notice from the Originator pursuant to which the Originator has notified its intention to exercise its repurchase option pursuant to article 11 of the Transfer Agreement (subject to the conditions listed therein);

(b) giving not more than 60 days' nor less than 30 days' notice to the Representative of the Noteholders, the Noteholders and the Swap Counterparty, in accordance with Condition 17 (*Notices*), of its intention to redeem all Classes of Notes (in whole but not in part); and

(c) 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 Transfer Agreement, the consideration for the purchase of the Claims which are classified as Defaulted Claims (if any) to be paid by the Originator (should the Originator purchase the Claims from the Issuer) shall be calculated in accordance with the provisions contained under clause 11.1 of the 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 Valuation Date, being equal to €664,995,780.47.

"**Purchase Price**" means the purchase price equal to €664,995,000.

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 Rated 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 Mortgage 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, the Noteholders and the Swap Counterparty, 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 Mortgage 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 Mortgage 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 Mortgage 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 Provider has agreed to advance to the Issuer subordinated loans in an aggregate initial amount of €11,086,000 (the "**Initial Draw Down**"), which the Issuer will utilize as follows:

(a) €11,036,000 (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) €50,000 (being an amount equal to the Retention Amount) will be credited to the Expenses Account; and

(c) any Additional Draw Down, up to a maximum amount equal to the then current Payment Holiday Amount (as this expression is defined under the Conditions), that at the discretion of C.R.Asti may or may not be granted, will be credited into the Payments 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 €11,036,000 will be credited to the Cash Reserve Account on the Issue Date.

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

(a) on the Issue Date, €11,036,000;

(b) on each Interest Payment Date thereafter, the higher of (i) 2.00 per cent. of the Principal Amount Outstanding of the Rated Notes and (ii) the product of (x) 1.00 per cent. and (y) the Principal Amount Outstanding of the Class A Notes on the Issue Date; and

(c) on the Interest Payment Date on which the Class A Notes will be redeemed in full and on any Interest Payment Date thereafter, 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 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.

Eligible Investments

Pursuant to the Agency and Accounts Agreement, once the Eligible Investment Securities Account will be opened, the Transaction Bank shall, if so instructed by the Originator, 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; and

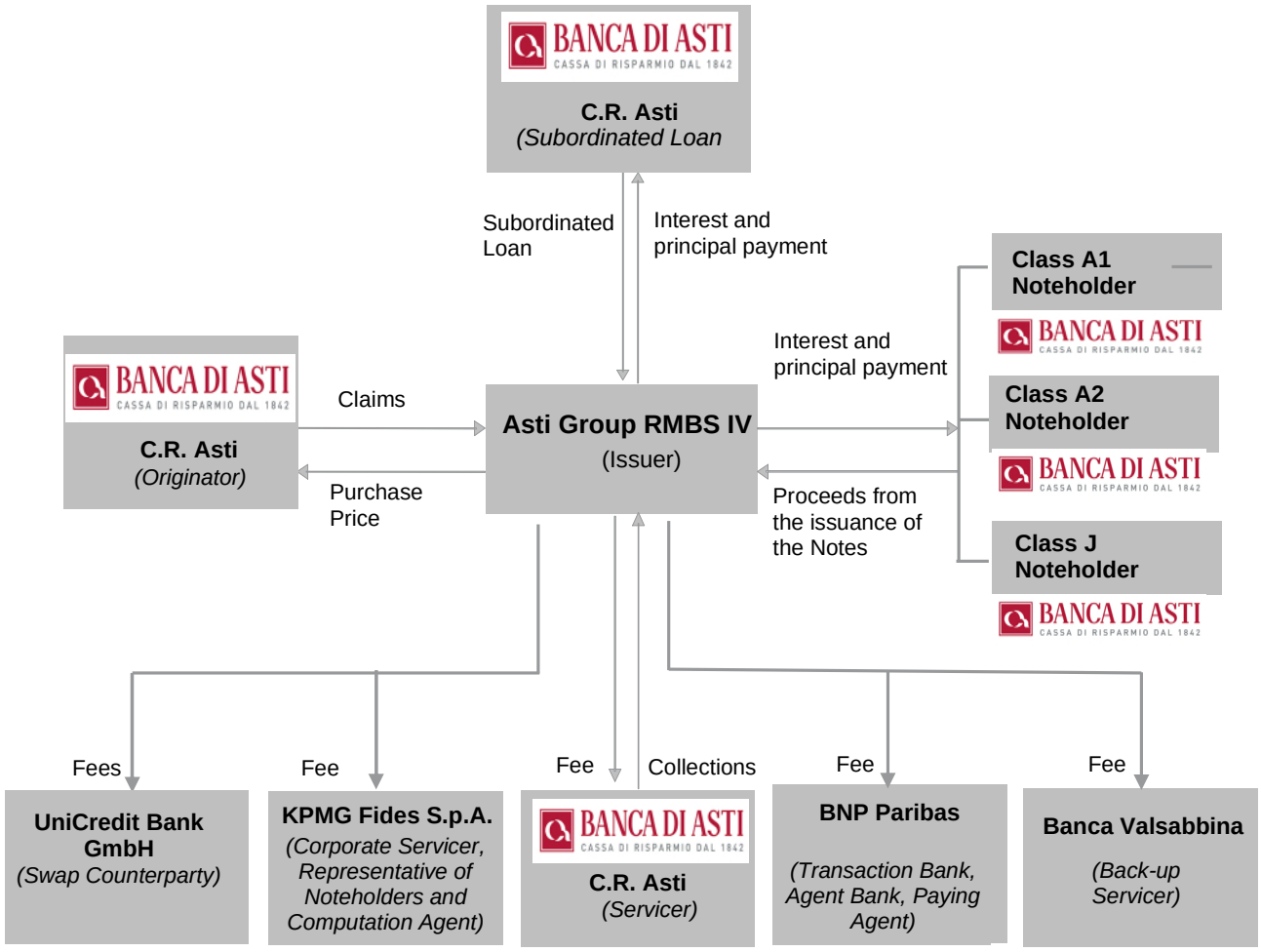
(b) the balance of the Collection Account will be invested in Eligible Investments on the first Business Day following the date on which the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, on the last Business Day of each week, each such date, an "**Investment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

Letter of Undertaking

Pursuant to a letter of undertaking in relation to the Issuer (the "**Letter of Undertaking**") dated the Signing Date between the Issuer, the Representative of the Noteholders, C.R.Asti (in such capacity the "**Financing Bank**"), the Financing Bank has undertaken to provide the Issuer with all necessary monies (in any form of financing deemed appropriate by the Representative of the Noteholders, for example by way of a subordinated loan, the repayment of which is effected in compliance with item (xiii) of the Pre-Enforcement Priority of Payments or, as the case may be, item (x) of the Post-Enforcement Priority of Payments) in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of certain exceptional liabilities described under "*Other Transaction Documents – The Letter of Undertaking*", below.

Prospective Noteholders' attention is drawn to the fact that the Letter of Undertaking does not and will not constitute a guarantee by C.R.Asti of any obligation of a Borrower or of the Issuer. The Letter of Undertaking is governed by Italian law.

TRANSACTION DIAGRAM



CREDIT STRUCTURE

Ratings of the Class A Notes

Upon issue, it is expected that:

(i) the Class A1 Notes will be rated "AAA(sf)" by DBRS Ratings GmbH ("**DBRS**") and "AAA(sf)" by Scope Ratings GmbH ("**Scope**"); and

(ii) the Class A2 Notes will be rated "AAA(sf)" by DBRS, "AAA(sf)" by Scope and "Aa3 (sf)" by Moody's Italia S.r.l. ("**Moody's**" and, along with DBRS and Scope, the "**Rating Agencies**").

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 Expenses Account, the Swap Cash Collateral Account, the Swap Securities Collateral Account (once opened) and the Payments Account (collectively, along with the Eligible Investments Securities Account – as defined below – once it will be opened in accordance with the provisions of the Agency and Accounts Agreement, the "**Accounts**"), each with the Transaction Bank.

Collections in respect of the Mortgage Loans are initially paid by the Borrowers to the Servicer. Pursuant to the terms of the Servicing Agreement, the Collections are required to be transferred by the Servicer into the Collection Account within 1 (one) Business Day of receipt, for value the day of transfer in accordance with the procedure described in the Servicing Agreement.

Pursuant to the Agency and Accounts Agreement, interest will accrue on the funds standing to the credit of the Accounts (other than the Eligible Investment Securities Account) 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

After the Issue Date the Issuer may open, in accordance with the provisions of the Agency and Accounts Agreement, an eligible investments securities account with the Transaction Bank, 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 repurchase transaction constituting an Eligible Investment (the "**Eligible Investments Securities Account**").

Pursuant to the Agency and Accounts Agreement, once the Eligible Investments Securities Account will be opened in accordance with the terms of such 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; 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**".

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.

On the date which is six Business Days before each Interest Payment Date (each, " "**Liquidation Date**"), the Transaction Bank will (i) liquidate the Eligible Investments then standing to the credit of the Eligible Investments Securities Account, (ii) debit it accordingly and (iii) credit the relating proceeds pursuant to clause 15.1 of the Agency and Accounts Agreement, as follows:

(a) an amount equal to the monies invested in Eligible Investments (if any) from the Collection Account during the preceding Collection Period will be credited to the Collection Account;

(b) an amount equal to the monies invested in Eligible Investments (if any) from the Cash Reserve Account during the preceding Collection Period will be credited to the Cash Reserve Account; and

(c) the Revenue Eligible Investments Amounts arising from the amounts under items (a) and (b) above will be credited, respectively, to the Collection Account and the Cash Reserve Account.

"**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.

The Cash Reserve

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

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

The Cash Reserve Account will be funded up to the Target Cash Reserve Amount on the Issue Date and thereafter replenished up to the Target Cash Reserve Amount on any Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments subject to the availability of sufficient Issuer Available Funds.

Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Provider has agreed to advance to the Issuer a subordinated loan equal to an amount of €11,086,000 (the "**Initial Draw Down**"), which on the Issue Date the Issuer will utilise as follows:

(i) €11,036,000 (being a portion of the Initial Draw Down equal to the Target Cash Reserve Amount as at the Issue Date) will be credited to the Cash Reserve Account; and

(ii) €50,000 (being a portion of the Initial Draw Down equal to the Retention Amount) will be credited to the Expenses Account.

Thus, on the Issue Date, following draw-down by the Issuer under the Subordinated Loan, the balance of the Cash Reserve Account will be equal to the Target Cash Reserve Amount as at the Issue Date.

Thereafter, on each Interest Payment Date, monies will be credited to the Cash Reserve Account, in accordance with the Pre-Enforcement Priority of Payments, such that the Cash Reserve equals the Target Cash Reserve Amount.

Pursuant to the Transfer Agreement, the Purchase Price of the Portfolio payable by the Issuer as a consideration for the Claims was calculated as the Portfolio Outstanding Amount (€664,995,000), rounded down to the nearest €1,000. As a result, the Principal Amount Outstanding of the Notes as at the Issue Date (€664,995,000) will be lower than the Portfolio Outstanding Amount by approximately €780.47, thus providing additional credit support to the Notes.

THE PORTFOLIO

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

The Issuer acquired from the Originator without recourse (*pro soluto*) on 18 September 2024 the Claims and other connected rights arising out of a portfolio consisting of residential mortgage loans, which qualify as "*mutui fondiari*" and "*mutui ipotecari*" owed to C.R.Asti with an aggregate outstanding principal value, calculated on the Valuation Date, equal to Euro 664,995,780.47.

The Claims have characteristics that taken together with the structural features of the Securitisation (including the Portfolio and the proceeds expected to be received therefrom, the Cash Reserve, the Conditions 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 features 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 Valuation Date (as this term is defined under the Conditions), the Portfolio consisted of No. 7,703 Mortgage Loans, extended to No. 7,675 customers of the Originator (the "**Borrowers**"). As at the Valuation Date, the aggregate outstanding principal balance of the Claims was equal to Euro 664,995,780.47.

Each Mortgage Loan comprised in the Portfolio has the characteristics highlighted in the paragraphs below and complies with the Criteria.

In particular the Mortgage Loans comprised in the Portfolio have the following features:

(a) *Mortgage Loan status*

Each Mortgage Loan is performing. This means that:

(i) as at the Valuation Date, no Mortgage Loan was classified by the Originator as unlikely-to-pay (*inadempienza probabile*), defaulted (*sofferenza*), system defaulted (*sofferenza a sistema*), past due, past due forborne or ex defaulted (*ex sofferenza*);

For the purpose of such classification,

(a) unlikely-to-pay (*inadempienza probabile*) means a claim that (i) has been classified as unlikely-to-pay in accordance with the regulations issued by the Bank of Italy and (ii) that, in any case, has not yet been classified as defaulted claim;

(b) defaulted (*sofferenza*) means a claim that the position of a principal debtor (including any co-debtors), both in relation to mortgages and other relationships between the same debtor and C.R. Asti, (a) to whom C.R. Asti has notified a payment order or an injunctive decree, or (b) with whom C.R. Asti has reached a settlement agreement (including a deferred repayment plan) and that, in any case, has been classified as such in accordance with the regulations issued by the Bank of Italy;

(c) system defaulted (*sofferenza a sistema*) means a claim against a debtor for whom financial institutions other than C.R.Asti hold a claim classified as defaulted in accordance with the regulations issued by the Bank of Italy; and

(d) ex defaulted (*ex sofferenza*) means a claim that has been classified as 'defaulted' in accordance with the regulations issued by the Bank of Italy;

(ii) at least one instalment has fallen due and has been paid; and

(iii) as at the Valuation Date, each Mortgage Loan has no overdue instalment.

Each Mortgage Loan has been entirely disbursed and there is no obligation or possibility to make additional disbursements.

(b) *Security*

Each Mortgage Loan is secured by a voluntary mortgage on a residential property, which, at the date of its perfection, was an economically first-ranking priority voluntary mortgage (*ipoteca di primo grado economico*), that is:

(i) a first-ranking priority voluntary mortgage (*ipoteca volontaria di primo grado legale*); or

(ii) 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 prior-ranking mortgages have been fully repaid.

Each Mortgage Loan is secured by a mortgage in respect of which the relevant hardening period (*periodo di consolidamento*) expired by 31 August 2024 (inclusive).

(c) *Currency*

The Mortgage Loans are denominated in Euro (or originally disbursed in a different currency and subsequently re-denominated in Euro).

(d) *Loan types*

(i) Each Mortgage Loan is either (A) a mortgage loan which qualifies as "*mutuo fondiario*" (medium-long term loans secured by mortgages on real estate, issued by a bank in accordance with the provisions of article 38 and following of the Consolidated Banking Act) or (B) a mortgage loan which qualifies as "*mutuo ipotecario*", in both cases as specified under schedule 1 to the Transfer Agreement;

(ii) each Mortgage Loan is secured by a mortgage over a residential property located in the Republic of Italy.

(e) *Interest rate types*

The Mortgage Loans have the following features:

(i) fixed rate Mortgage Loans providing for a rate of interest, contractually agreed, not varying for the entire duration of the loan;

(ii) floating rate Mortgage Loans providing for a spread over EURIBOR;

(iii) mixed Mortgage Loans providing for, in favour of the debtor, an option to switch, at his own discretion, every three, five or ten years, 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 and vice versa. Should the borrower not exercise the option within the term contractually agreed, the Mortgage Loan will automatically switch to a floating interest rate calculated with reference to EURIBOR, with a spread over the relevant reference index, until the following option right's exercise date.

Due to the above-described features of the Portfolio, the Securitisation may be exposed to interest rate risk. The structural features described below are intended to appropriately mitigate this risk.

Swap Agreement – As a result of the combined effect of (a) a significant switch of the Borrowers from a floating rate to a fixed rate and (b) an interest rate increase, the amount available to the Issuer to pay interest on the Notes may be negatively affected. The interest payable in respect of the Notes is subject to a swap mechanism as documented under the Swap Agreement.

Structural subordination – The capital structure of the Securitisation provides for the issuance of the Junior Notes. The repayment of the Junior Notes will be made according to the relevant Priority of Payment subject to the Portfolio generating sufficient cash flows to repay the amounts due in respect of

the Rated Notes. This means that in an interest raising scenario the Junior Notes may absorb potential losses – including those stemming from interest rate risk – that would otherwise affect the Rated Notes. The drawings to be made under the Subordinated Loan will be credited: (i) for an amount equal to the Initial Draw Down, to the Cash Reserve Account on the Issue Date, and (ii) for an amount equal to any Additional Draw Down, up to a maximum amount equal to the then current Payment Holiday Amount (as this expression is defined under the Conditions), that at the discretion of C.R.Asti may or may not be granted, will be credited into the Payments Account, subject to the provisions of the Conditions and the Agency and Accounts Agreement. The Issuer Available funds will be applied according to the relevant Priority of Payments.

The Claims and the Notes are denominated in the same currency and therefore Noteholders will not be exposed to any currency risk.

(f) *Payment frequency*

Instalment due dates in respect of each Mortgage Loan occur monthly, semi-annually or quarterly.

(g) *Outstanding principal amount*

Each Mortgage Loan has 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 10,000 and lower than Euro 1,800,000.

(h) *Amortisation profile*

The Mortgage Loans comprised in the Portfolio provides for the following amortisation profiles:

(i) a portion of the Portfolio is determined in accordance with the so called "French method", whereby the instalments in respect of each mortgage loan include a principal component, which increases throughout the duration of the mortgage loan, and a variable interest component;

(ii) a portion of the Portfolio is determined in accordance with (X) a "constant-instalment method" whereby instalments in respect of each Mortgage Loan are constant throughout the duration of the relevant Mortgage Loan and include the interest component and a principal component equal to the positive difference, if any, between the amount of the constant instalment and the interest component. Thus, a decrease of the applicable interest rate will cause a shortening of the amortisation profile of the relevant Mortgage Loan. In the case, on the other hand, 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, some of the Mortgage Loans with a "constant instalment" amortisation profile may have the so called "renegotiation clause" whereby the relevant instalments are constant throughout the duration of the relevant Mortgage Loan and include a principal component and an interest component both of which may vary in accordance with the increase or decrease of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the relevant mortgage loan. Moreover, by operation of the "renegotiation clause", 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.

(i) *Year of origination*

Each Mortgage Loan was executed by Cassa di Risparmio di Asti S.p.A. between 14 July 2000 and 30 April 2024 (both dates inclusive).

(j) *Loan-to-value ratio*

Each Mortgage Loan has an original loan-to-value ratio (the "**LTV**") not exceeding 100 per cent. The LTV in respect of each Mortgage Loan is calculated by dividing the original balance of the Mortgage Loan by the value of the mortgaged real estate asset as appraised during the course of the origination of the same Mortgage Loan.

(k) *Beneficiary*

Each Mortgage Loan has been granted to: (i) individuals ("*persone fisiche*"); or (ii) unlimited liability companies organised in the form of "*società semplice*", "*associazione professionale*", or "*ditta individuale*".

(l) *Governing law*

Each Mortgage Loan is governed by Italian law.

Loan to value – Level of collateralization

The loan-to-value of each Mortgage Loan is determined as the ratio between the notional amount of the loan to be disbursed and the value of the property securing such loan. The value of each collateral property is determined based on a full valuation which shall be dated no more than twelve months prior to the date on which the relevant loan has been disbursed. Mortgage Loans having a loan-to-value greater than 100% at the Valuation Date have not been transferred to the Issuer.

In addition to the above, pursuant to EU Regulation No. 575/2013 and consistently with C.R. Asti origination policies, any initial valuation is also verified and updated from time to time by using indexation. Mortgage Loans having a current loan-to-value using indexation greater than 100% at the Valuation Date have not been transferred to the Issuer.

The level of collateralisation (computed as the ratio between (i) the sum of (a) the Initial Portfolio Outstanding Amount and (b) the aggregate balance of cash standing to the credit of the Accounts as at the Issue Date and (ii) the sum of (A) the Principal Amount Outstanding of the Notes on the Issue Date and (B) the Initial Draw Down) equals to 100%.

Main characteristics of the Portfolio

All information and statistical data contained below in this section are representative of the characteristics of the portfolio as of 31 August 2024 (the "**Portfolio**"), which is the Valuation Date. The Portfolio described below has been selected in accordance with the Criteria as at the Valuation Date.

	Total
Number of mortgage loans	7,703.00
Aggregate outstanding principal	664,995,780.47
Minimum outstanding principal	10,040.28
Maximum outstanding principal	1,765,244.50
Average outstanding principal	86,329.45
Aggregate original principal	920,942,140.96
Minimum original principal	18,989.29
Maximum original principal	1,800,000.00
Average original principal	119,556.30
Weighted average seasoning (yrs)	5.28
Weighted average residual maturity (yrs)	18.93
Interest rate type (fixed vs floating)	57% / 43%
Weighted average spread for floating rate loans	2.02%
Weighted average interest rate for fixed rate loans	4.30%
Weighted average interest rate	4.99%
Payment frequency (1m/6m/3m)	99% / 1% / 0%
Weighted average current loan-to-value	53.92%
Weighted average original loan-to-value	65.35%
Borrower geographical area (north/central/south & islands)	99,09% / 0,25% / 0,65%

Outstanding Principal Balance

	Total			
Range	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0k;25k]	675	8.8%	12,090,704	1.8%
(25k;50k]	1,629	21.1%	62,218,633	9.4%
(50k;75k]	1,714	22.3%	106,164,907	16.0%
(75k;100k]	1,326	17.2%	115,664,373	17.4%
(100k;125k]	929	12.1%	103,714,508	15.6%
(125k;150k]	570	7.4%	77,745,136	11.7%
(150k;175k]	313	4.1%	50,449,219	7.6%
(175k;200k]	213	2.8%	39,843,851	6.0%
(200k;300k]	241	3.1%	57,114,741	8.6%
(300k;400k]	62	0.8%	21,033,594	3.2%
(400k;500k]	14	0.2%	6,017,730	0.9%
(500k;2300k]	17	0.2%	12,938,386	1.9%
Total	**7,703**		**664,995,780**	
Minimum	10,040			
Maximum	1,765,245			
Average	86,329			

Original Principal Balance

	Total			
Range	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0k;25k]	14	0.2%	279,276	0.0%
(25k;50k]	669	8.7%	22,141,539	3.3%
(50k;75k]	1,445	18.8%	69,267,068	10.4%
(75k;100k]	1,605	20.8%	100,843,723	15.2%
(100k;125k]	1,211	15.7%	101,466,608	15.3%
(125k;150k]	1,092	14.2%	106,669,432	16.0%
(150k;175k]	567	7.4%	66,938,561	10.1%
(175k;200k]	431	5.6%	57,143,155	8.6%
(200k;300k]	511	6.6%	88,881,504	13.4%
(300k;400k]	96	1.2%	24,920,407	3.7%
(400k;500k]	35	0.5%	10,782,397	1.6%
(500k;2300k]	27	0.4%	15,662,111	2.4%
Total	**7,703**		**664,995,780**	
Minimum	18,989			
Maximum	1,800,000			
Average	119,556			

Origination Date

	Total			
Date	**Number of Loans**	**%**	**Outstanding Principal**	**%**
[2000 – 2004]	120	1.6%	3,697,568	0.6%
[2005 - 2009]	1,033	13.4%	57,835,013	8.7%
[2010 - 2014]	2,214	28.7%	143,778,592	21.6%
[2015 - 2019]	157	2.0%	11,255,764	1.7%

[2020]	17	0.2%	1,599,666	0.2%
[2021]	491	6.4%	50,341,799	7.6%
[2022]	493	6.4%	52,168,282	7.8%
[2023]	2,322	30.1%	247,268,108	37.2%
[2024]	856	11.1%	97,050,988	14.6%
Total	**7,703**		**664,995,780**	

Seasoning

	Total			
Years	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0;1]	1,715	22.3%	190,454,513	28.6%
(1;2]	1,685	21.9%	178,005,048	26.8%
(2;3]	547	7.1%	56,876,189	8.6%
(3;4]	224	2.9%	22,359,998	3.4%
(4;5]	19	0.2%	1,780,001	0.3%
(5;10]	317	4.1%	20,808,541	3.1%
(10;15]	2,215	28.8%	143,187,375	21.5%
(15;20]	879	11.4%	48,400,103	7.3%
(20;25]	102	1.3%	3,124,012	0.5%
Total	**7,703**		**664,995,780**	
Minimum	0.34			
Maximum	24.15			
Weighted Average	5.28			

Maturity Date

	Total			
Date	**Number of Loans**	**%**	**Outstanding Principal**	**%**
[2024 - 2025]	33	0.4%	556,304	0.1%
[2026 - 2027–	239	3.1%	5,003,923	0.8%
[2028 - 2029]	532	6.9%	16,115,831	2.4%
[2030 - 2035]	1,676	21.8%	91,921,585	13.8%
[2036 - 2040]	1,453	18.9%	118,600,666	17.8%
[2041 - 2045]	1,578	20.5%	162,893,362	24.5%
[2046 - 2050]	1,316	17.1%	150,927,419	22.7%
[2051 - 2054]	876	11.4%	118,976,691	17.9%
Total	**7,703**		**664,995,780**	

Residual Maturity

	Total			
Years	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0;1]	13	0.2%	290,953	0.0%
(1;3]	218	2.8%	4,209,034	0.6%
(3;5]	444	5.8%	13,247,907	2.0%
(5;8]	825	10.7%	35,878,340	5.4%
(8;10]	546	7.1%	31,293,191	4.7%
(10;12]	593	7.7%	40,386,978	6.1%
(12;15]	920	11.9%	74,455,560	11.2%
(15;17]	541	7.0%	48,209,315	7.2%
(17;20]	1,336	17.3%	138,624,057	20.8%

(20;25]	1,376	17.9%	157,449,831	23.7%
(25;30]	891	11.6%	120,950,615	18.2%
(30;38]	-	0.0%	-	0.0%
Total	**7,703**		**664,995,780**	
Minimum	0.58			
Maximum	29.77			
Weighted Average	18.93			

Current interest rate type

	Total			
Type	**Number of Loans**	**%**	**Outstanding Principal**	**%**
Fixed	3,987	51.8%	377,563,362	56.8%
Floating	3,716	48.2%	287,432,419	43.2%
Total	**7,703**		**664,995,780**	

Spread for floating rate loans

	Total			
Spread	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0,5;1]	220	5.9%	23,254,243	8.1%
(1;1,5]	939	25.3%	68,652,255	23.9%
(1,5;2]	1,122	30.2%	92,178,413	32.1%
(2;2,5]	657	17.7%	54,982,308	19.1%
(2,5;3]	259	7.0%	17,930,529	6.2%
(3;3,5]	197	5.3%	12,198,869	4.2%
(3,5;4]	230	6.2%	13,620,569	4.7%
(4;4,5]	71	1.9%	3,834,104	1.3%
(4,5;5]	15	0.4%	533,969	0.2%
(5;6]	6	0.2%	247,160	0.1%
Total	**3,716**		**287,432,419**	
Minimum	0.55%			
Maximum	6.00%			
Weighted Average	2.02%			

Interest rate for fixed rate loans

	Total			
Spread	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0,5;1]	15	0.4%	2,125,987	0.6%
(1;1,5]	317	8.0%	29,204,481	7.7%
(1,5;2]	412	10.3%	43,841,335	11.6%
(2;2,5]	51	1.3%	3,601,521	1.0%

(2,5;3]	50	1.3%	3,537,543	0.9%
(3;3,5]	242	6.1%	26,351,362	7.0%
(3,5;4]	162	4.1%	15,781,791	4.2%
(4;4,5]	328	8.2%	33,534,204	8.9%
(4,5;5]	603	15.1%	59,572,404	15.8%
(5;5,5]	986	24.7%	94,674,401	25.1%
(5,5;6]	602	15.1%	51,983,776	13.8%
(6;8,5]	219	5.5%	13,354,556	3.5%
Total	**3,987**		**377,563,362**	
Minimum	0.60%			
Maximum	8.20%			
Weighted Average	4.30%			

Current Interest Rate

	Total			
Spread	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0;0,5]	0	0.0%	0	0.0%
(0,5;1]	15	0.2%	2,125,987	0.3%
(1;1,5]	317	4.1%	29,204,481	4.4%
(1,5;2]	412	5.3%	43,841,335	6.6%
(2;2,5]	51	0.7%	3,601,521	0.5%
(2,5;3]	50	0.6%	3,537,543	0.5%
(3;3,5]	242	3.1%	26,351,362	4.0%
(3,5;4]	162	2.1%	15,781,791	2.4%
(4;4,5]	333	4.3%	33,802,554	5.1%
(4,5;5]	883	11.5%	87,095,379	13.1%
(5;5,5]	2,177	28.3%	178,095,814	26.8%
(5,5;7,5]	2,745	35.6%	223,525,773	33.6%
(7,5;10]	316	4.1%	18,032,239	2.7%
Total	**7,703**		**664,995,780**	
Minimum	0.60%			
Maximum	9.90%			
Weighted Average	4.99%			

Payment Frequency

	Total			
Type	**Number of Loans**	**%**	**Outstanding Principal**	**%**

Monthly	7,651	99.3%	658,313,642	99.0%
Quarterly	5	0.1%	365,923	0.1%
Semi-Annually	47	0.6%	6,316,215	0.9%
Total	**7,703**		**664,995,780**	

Borrower Region

	Total			
Region	**Number of Loans**	**%**	**Outstanding Principal**	**%**
Abruzzo	1	0.0%	60,554	0.0%
Basilicata	1	0.0%	59,851	0.0%
Calabria	9	0.1%	774,245	0.1%
Campania	11	0.1%	1,474,177	0.2%
Emilia Romagna	9	0.1%	1,068,986	0.2%
Friuli Venezia Giulia	1	0.0%	89,162	0.0%
Lazio	5	0.1%	591,471	0.1%
Liguria	116	1.5%	11,927,075	1.8%
Lombardia	2,032	26.4%	225,858,728	34.0%
Marche	2	0.0%	224,486	0.0%
Molise	1	0.0%	60,839	0.0%
Piemonte	5,363	69.6%	405,211,483	60.9%
Puglia	5	0.1%	632,143	0.1%
Sardegna	1	0.0%	82,033	0.0%
Sicilia	13	0.2%	1,204,566	0.2%
Toscana	6	0.1%	759,422	0.1%
Trentino Alto Adige	4	0.1%	800,348	0.1%
Umbria	1	0.0%	114,567	0.0%
Valle d'Aosta	42	0.5%	3,589,565	0.5%
Veneto	80	1.0%	10,412,079	1.6%
Total	7,703		664,995,780	
North	7,647	99.3%	658,957,426	99.1%
Central	14	0.2%	1,689,946	0.3%
South & Islands	42	0.5%	4,348,409	0.7%

Original Loan to Value

	Total			
Range	**Number of Loans**	**%**	**Outstanding Principal**	**%**
(0;10]	6	0.1%	275,334	0.0%
(10;20]	80	1.0%	4,362,380	0.7%
(20;30]	290	3.8%	16,214,034	2.4%
(30;40]	561	7.3%	40,693,760	6.1%
(40;50]	803	10.4%	63,980,478	9.6%
(50;60]	963	12.5%	88,611,868	13.3%
(60;70]	1,470	19.1%	125,288,655	18.8%
(70;80]	3,126	40.6%	294,996,418	44.4%
(80;90]	217	2.8%	16,153,725	2.4%
(90;100]	187	2.4%	14,419,130	2.2%
Total	**7,703**		**664,995,780**	

Historical performance data

Data on the historical performance of receivables originated by the Originator are made available as pre-pricing information on the Securitisation Repository.

These historical data are substantially similar to those of the Claims comprised in the Portfolio pursuant to, and for the purposes of, article 22(1) of the EU Securitisation Regulation, given that (i) the most relevant factors determining the expected performance of the underlying exposures are similar, and (ii) as a result of the similarity referred to in paragraph (i) above, it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the Securitisation, their performance would not be significantly different.

Pool Audit

Pursuant to article 22, paragraph 2, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has been mandated to carry out an external verification in respect of the Portfolio prior to the Issue Date (including verification that the data disclosed in this Prospectus in respect of the Claims is accurate). Such external verification did not result in any adverse finding and ascertained that the data disclosed in this Prospectus in respect of the Claims is accurate.

Economic conditions of the Italian property

Loans to families continue to be affected by uncertainties arising from geopolitical issues, high inflation and tight monetary policies, all of which have driven interest rates higher. In this unfavorable economic environment, we are seeing cautious approaches from families, who are cutting spending, as well as from the supply side, where more restrictive loan eligibility criteria are being adopted. Additionally, there is a shift towards smaller loan amounts.

It is projected that family loans will increase in 2024. However, with ongoing uncertainties and slow economic growth, high interest rates will continue to influence family borrowing decisions. Residential mortgage demand is likely to grow, driven by an increased focus on green footprint from both supply and demand.

The average residential mortgage amount has decreased to 127,000 euros (down from 138,000 euros in 2022), despite housing prices remaining high. On the other hand, the average amount for remortgages (surroga) has slightly increased to 133,000 euros (compared to 131,000 euros in 2022), reflecting a shift towards signing loans with other providers to secure better terms and less burdensome installments.

Term of mortgage are also increasing. The need to manage rising interest rates has led to an increase in mortgage terms exceeding 25 years. This trend, common in the last five years, incorporates higher disbursements towards younger generation supported by government initiatives aimed at facilitating home purchases.

Floating-rate loans are becoming less common. While there was a slight rise in these loans in the first quarter of 2023, the following two quarters saw a return to fixed-rate loans, which accounted for 72% of total loans in the first nine months of 2023.

It is expected that mortgage demand will pick up again between 2024 and 2025, as inflation decreases, consumer spending rises, and interest rate cuts are anticipated starting in 2025. Additionally, government policies supporting first-time home buyers under 36, along with the 80% government-backed guarantee on initial home purchases (Fondo Prima Casa Consap), will provide further assistance.

In the coming years, the rise of green loans, which involve higher loan amounts, could support the recovery of the housing market. This aligns with the EU's energy performance directive, which aims to promote building upgrades across Europe to achieve net zero emissions by 2050.

THE ORIGINATOR AND SERVICER

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 363,971,167.68, VAT No. 01654870052, 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 28.000 shareholders as of 31 December 2023. In particular, C.R.Asti's share capital is owned by Fondazione Cassa di Risparmio di Asti (31.80%)[1], Banco BPM (9.99%), Fondazione Cassa di Risparmio di Biella (12.91%), Fondazione Cassa di Risparmio di Vercelli (4.20%) and other shareholders (41.10%).

On 31 December 2023 C.R.Asti has 209 offices in the area of Northen Italy. In particular, the offices are distributed as follows:

- 176 offices in Piedmont, in particular 60 offices in the province of Asti, 30 offices in province of Biella and 30 offices in the province of Vercelli;
- 23 offices in Lombardia;
- 3 offices in Aosta Valley;
- 5 offices in Veneto;
- 1 office in Liguria.

C.R.Asti has a position of absolute leadership in the Asti province with a market share of 54,09% for bank deposit and of 50,56% for loans (as of December 31, 2023).

The financial results for 2023 reported a net profit of Euro 84,96 million, representing an increase of Euro 45.299 million versus 2022.

As of December 2023, C.R.Asti Group's total assets were around Euro 12,714 million and total shareholders' equity amounted to Euro 363.97 million, with an annualized ROE of 4.32%.

With a CET 1 of 15.99, a CET 1/T1 Ratio (*Fondi Propri di Classe 1/attività di rischio ponderate*) of 17.74%, a Total Capital Ratio (*Fondi Propri/attività di rischio ponderate*) of 18.61% and a Texas Ratio of 25.86%, C.R.Asti Group's capitalisation is fully compliant with applicable laws and regulations at the end of December 2023.

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.

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

1 Fondazione Cassa di Risparmio administers the shareholding in the bank to pursue public interest and social utility objectives.

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.

2015 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.

2017 Bank's shares were admitted to trading on the Hi-MTF segment of the "Order Driven", a multilateral trading system managed by Hi-MTF SIM S.p.A. ("Hi-MTF"). Trading started on 31st July 2017.

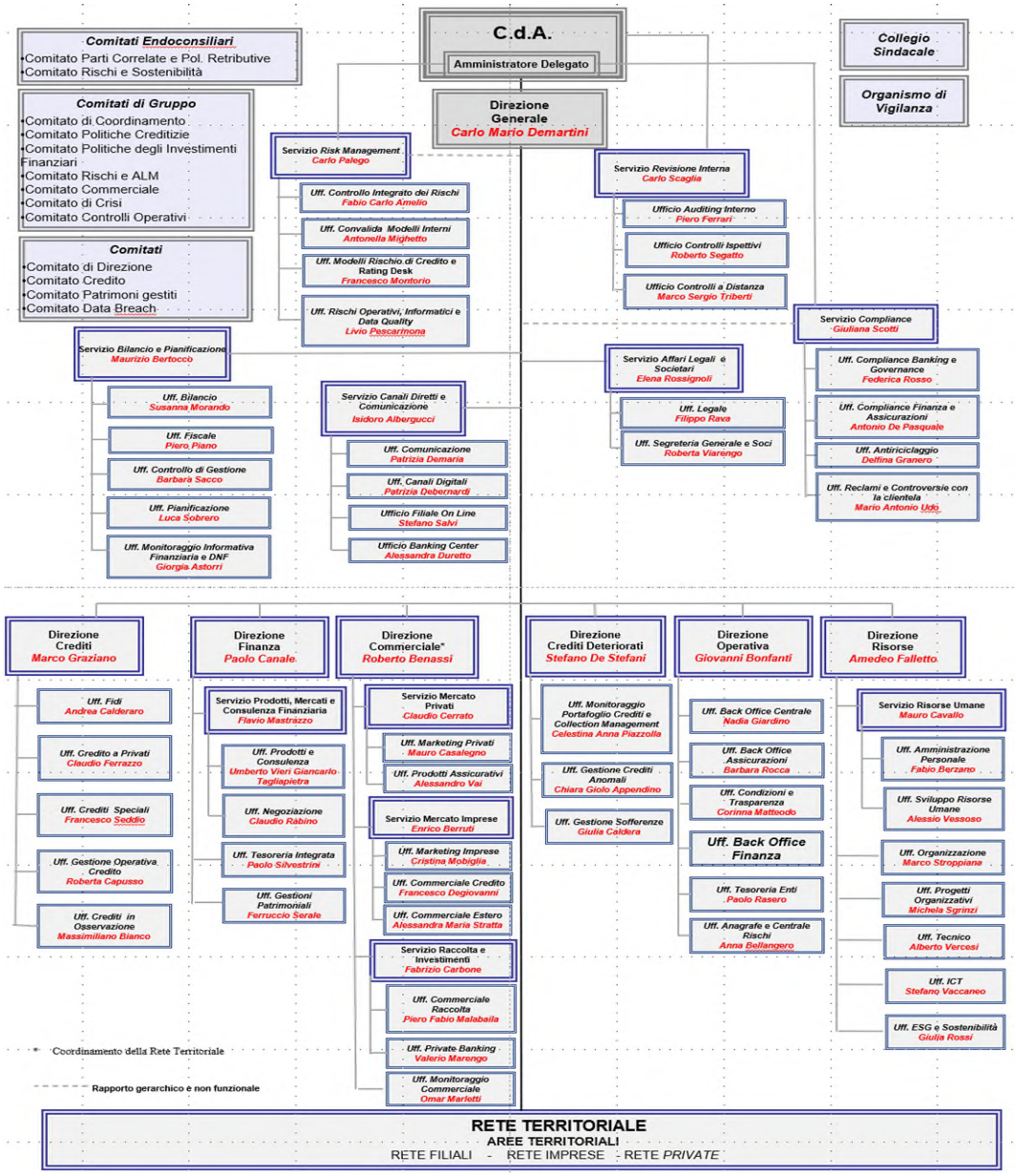
2019 Cassa di Risparmio di Asti buys 100% of the shareholding of Biverbanca.

2021 Biverbanca is merged by incorporation into Cassa di Risparmio di Asti.

2022 Pitagora purchases from Synthesis a minority shareholder of 10% of We Finance's capital. As a result of this acquisition, the current share of Pitagora in We Finance is equal to 75% of the shareholder capital.

Organisational Structure

C.R.Asti's organisational structure



Business Information

Loans

In 2023, secured loans originated by C.R. Asti to corporate and individual clients were lower than 2022 data.

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 since 31 December 2023.

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.

THE CREDIT AND COLLECTION POLICIES

CREDIT PROCEDURES

A. DATA ACQUISITION AND PRELIMINARY INVESTIGATION

The Originator's branch instructs the file for granting the different classes of loans; provides to collect all necessary documentation in order to grant the loan and, according to the information contained therein, assesses the creditworthiness of the customer.

It also asks for an evaluation in observance of the "*disposizioni normative ed operative per la stesura delle perizie immobiliari a corredo delle pratiche di finanziamento ipotecario*" which are included in the Originator's internal rules and regulations.

The Originator's branch instructs customers' loans applications on the basis of the form provided for by the Originator, the internal opinion relating to the creditworthiness of the relevant customer, any data already possessed by the Originator or gathered from customers and the evaluation report provided by the expert, when available.

Should the preliminary investigation carried out by the Originator's branch result to be unsatisfactory, the process granting the relevant mortgage loans shall be interrupted at this stage.

Should the preliminary investigation carried out by the Originator's branch result to be satisfactory, the mortgage loan proposal shall be delivered to the competent "*Direzione Credito*" for internal assessments.

B. INFORMATION REQUESTED FOR RESIDENTIAL MORTGAGE LOANS

In order to support the preliminary investigation under paragraph A) above, the Originator's branch gathers any relevant documentation, such as income-tax returns and identity documents, showing customers' identity and marital status.

The Originator's branch collects all technical and cadastral documentation relating to the real estate assets offered as security.

C. VALUATION OF REAL ESTATE ASSETS

Real estate assets' appraisals are performed by experts, listed on specific registers, which inspect the relevant real estate asset, also checking relevant cadastral and urban condition of such real estate asset. The appraisal aims to verify the absence of possible restrictions to the registering of the mortgages (including, but not limited to, indivisibility, artistic, urban and building restrictions).

The appraised value of the property is generally determined by:

a) the market comparison method, by taking as a reference the known prices of transactions for similar properties, obtained from the internal database or from property advertisements, and adjusting them to the characteristics of the property whose value is to be assessed; The values obtained are also compared with the statistics of the main real estate stock exchanges and websites in the sector (Scenari Immobiliari, Nomisma, Tecnocasa, Gabetti, Consulente Immobiliare, Osservatorio Immobiliare Agenzia del Territorio, Borsini F. I.A.I.P. and F.I.M.A.A., etc.); and

b) in cases where it is not possible to apply the market comparison method, an estimate is made using the financial or cost method.

D. DELIVERY OF THE DOSSIER TO THE CREDIT DEPARTMENT (*Direzione Credito*)

At the end of the above preliminary investigation of the Originator's branch, within its ability and in accordance with the preceding paragraphs, delivers the mortgage loan proposal to the competent "Credit Department" ("*Direzione Credito*") (*Ufficio Credito a Privati*) (Mortgage Loans Department) for residential mortgage loans, for their internal assessment.

E. EXAMINATION OF THE INFORMATION AND ASCERTAINMENT FOR THE RESIDENTIAL MORTGAGE LOANS

The "*Ufficio Credito a Privati*" of the C.R.Asti verifies the completeness of the documents received and, in the case of residential mortgages, acquires the already complete file with the CRIF analysis, the public database report ("*protesti*"/"*pregiudizievoli*"), the review of the technical report and the bank's/customer's risk positions. It also prepares a brief report to be addressed to the competent body of C.R.Asti ("*organo deliberante*").

F. CAPABILITY OF REPAYMENT OF THE DEBTOR – RESIDENTIAL MORTGAGE LOANS

The "*Ufficio Credito a Privati*" carries out the analysis of income and ability to repay, also in the light of the results of the CRIF query, taking into account the following factors:

(a) net income received;

(b) the client's other credit facilities;

(c) number of household members and their sources of income;

(d) household financial burden; and

the average ratio of the loan instalment, added to other retail commitments (including with other banks and/or financial institutions), to the applicant's income; on average, the ratio of the total commitments to the average monthly salary shall not exceed 40%.

In the case of self-employed persons, the analysis of the ability to pay is based not only on the declaration of income, but also on information on the professional activity carried out.

G. CREDIT APPROVAL RELATING TO THE DOSSIER

Once the "*istruttoria*" has been completed, the loan file is submitted to the relevant "deliberative body", as determined by the counterparty rating tables set out in the "*Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*".

The head of the private credit office ("*Responsabile dell'Ufficio Credito a Privati*") is responsible for applications with the following features:

a) the loan is requested by private entities;

b) the loan is secured by a mortgage; and

c) the applicant does not have any positions classified as "potentially anomalous" ("*potenziale anomalo*"), "unlikely-to pay" or "non-performing";

(d) the applicant does not have a "*rating di controparte*" equal to (or higher than) 9/10.

H. EXECUTION OF THE LOAN AGREEMENT

Once the resolution is taken, the documentation necessary for the execution (*rogito*) is passed to the public notary appointed by the customer.

Execution is performed by way of a public deed, subject to the delivery of the notarial preliminary report confirming the absence of elements which can prejudice the transcription of the mortgage and the completeness of the previous transcription on the relevant register.

I. DRAW-DOWN OF THE LOAN

Residential loans

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 will be drawn down at the same time.

Loans having a different scope

The draw down of the amount of money under the loan is made available upon perfection of the transcription of the mortgage, or in case of *"fondiari"* loans upon the expiry of the relevant hardening period.

AGREED PROCEDURES

MANAGEMENT AND PAYMENTS COLLECTION

Payment of instalments under the loans are carried out by means of direct debit on a current account opened with the Originator, 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. From 2 March 2015 default interest rate is equal to the rate applicable to the relevant loan (TAN).

Since 6 June 2019, in order to further strengthen the management of anomalous and non-performing loans, the *Ufficio Crediti in Osservazione* operates directly under the *Direzione Crediti*, while the *Ufficio Gestione Crediti Anomali* has been included in the newly established *Direzione Crediti Deteriorati*, within which the *Ufficio Monitoraggio Crediti e Collection Management* and the *Ufficio Gestione Sofferenze* also operate. The *Ufficio Crediti in Osservazione* is responsible anomalous and non-performing loans that show the first signs of anomaly, while the *Ufficio Gestione Crediti Anomali* manages exposures from their classification as "*Past-Due*" or "*Unlikely-To-Pay*" (UTP) up to the to the termination of the relevant loan.

The *Ufficio Monitoraggio Crediti e Collection Management* is responsible, among other institutional tasks, for monitoring first-tier "second-order" credit, by means of specific reporting and control tools, and for providing technical and operational support to the other offices mentioned above.

At the same time, an advanced monitoring and early warning system was further refined, named CQM (Credit Quality Management), designed by Cedacri and operational since 2017, in order to better structure the process of monitoring securitized and non-securitized debt positions which do not present overdrafts and arrears in payments.

The Originator's branches receive on a daily basis a file evidencing any overdrafts arising as a result of the relevant current accounts of the related borrowers being debited, among which the overdrafts by the direct debit of the instalments of the loans.

The Originator's 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 default letter or by phone call.

Within the fifth day of each month for every Originator's 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 Originator is sent to the *Servizio Crediti in Amministrazione,* in order to carry out any necessary examination and action.

For positions belonging to the same NDG of the Bank which are overdrawn for more than €100, a CQM file is opened at the branch in order to reinforce the monitoring of the position.

For positions which, in accordance with the regulations on the "*new definition of default*" (article 178 of Regulation (EU) No. 575/2013), present an overdraft on Master NDG (*i.e.* the aggregate of NDGs attributable to the customer on the banks of the Group) of more than €150,000, a CQM file is opened in a management class in charge of the *Ufficio Crediti in Osservazione*, to further reinforce monitoring activities.

The processing of CQM files is monitored with weekly alerts and monthly reports by the *Ufficio Crediti in Osservazione* and *Ufficio Monitoraggio Crediti e Collection Management.*

In addition to the ordinary management activities in CQM by the *Rete Territoriale and Ufficio Crediti in Osservazione*, a default notice, 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 quarterly basis, except for mortgages with monthly payment periods for which the notice is on a monthly basis.

In addition, for positions that are more than 30 days in arrears, the *Ufficio Crediti in Osservazione* assesses with the branch the possibility of assigning the position to an external recovery company for a phone collection activity.

The elements showing the customer's financial problems are pointed out not only during the periodic revisions of the granted credit lines, but also through:

(a) 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), significant and persistent degradation of the client's rating and inclusion as a "defaulted" position ("*sofferenza*") in Centrale dei Rischi;

(b) the persistent situation of trespassing of the relation ("*sconfinamento del rapporto*") and the load of outstanding instalments of (unsecured "*chirografari*" and/or mortgage) loans.

INSTRUMENTS FOR THE MANAGEMENT OF THE "PRATICHE ANOMALE"

The monitoring of anomalous credit is also carried out through the procedure CQM that provides for the division of anomalous and non-performing loans into uniform classes, on the basis of the degree of anomaly and deterioration.

Debt positions enter the CQM platform when they suffer a prejudicial event (CERI distress, prejudiciality of the conservatory of real estate assets, prejudiciality of register of enterprises), a "derating" event with certain characteristics, or when a management anomaly arises (overdraft and arrears as qualified pursuant to the regulation about the "*new definition of default*" after the first day of being qualified as overdraft).

As of 2019, limited to performing trespassed positions, the "*proactive management*" application has been activated for reporting and management purposes, which supports and does not replace the CQM procedure.

The platform CQM is structured in 21 classes:

(a) 12 classes for impaired loans, with different levels according to the status of impairment and, within the single status, to the anomalies found on single positions; and

(b) 9 classes for performing loans that have impairment and/or derating from rating class 5. Each class is associated with a "process", *i.e.* a set of "actions" to be taken by the actors in the process to address and manage the anomaly.

The operating units responsible for managing the CQM files, differentiated according to the level of anomaly and the type of actions which they have to implement, are:

- commercial network's credit operators;
- branch managers;
- business managers;
- employees of the *Ufficio Crediti in Osservazione*;
- employees of the *Ufficio Gestione Crediti Anomali*.

The "actions" which structure the various management processes are of 5 types:

1. analysis of anomalies which led to the opening of the CQM file and analysis of the client's overall position;
2. limited to non-performing loans, forecast of operational blocks resulting from the evidenced anomalies (credit card withdrawal, operational blocks on current accounts, actions on the insurance portfolio);
3. internal management - customer contact and related reports;
4. limited to non-performing loans, actions aimed at resolving the anomaly (PEF opening, debt reduction plans and their monitoring, any negative closing notes in the event of failure of the remedying actions);
5. status change actions (following the failure of the actions to remedy the anomaly).

"CRITERIA FOR THE CLASSIFICATION OF "INADEMPIENZA PROBABILE" (UTPs)

"*Inadempienze probabili*" or "UTPs" pursuant to the thirteenth update of the regulation of the Bank of Italy No. 272, means the positions in relation to which the Bank considers unlikely that, without taking actions like the enforcement of the guarantees or securities, the debtor performs its credit obligations in full

In any case, the debtor's recourse to one of the following situations entails the inclusion of a position in "*inadempienze probabili*", unless the position has already been classified under as non-performing:

- the filing of the application for the "*concordato con continuità aziendale*" provided for by the Italian bankruptcy law, since the filing date;
- the filing for "*concordato preventivo con riserva*", so-called "*concordato in bianco*" pursuant to the Italian bankruptcy law, since the filing date;
- the execution of any agreements with creditors pursuant to the Italian bankruptcy law;
- the classification under "*inadempienze probabili*" or non-performing loans in another bank of the Cassa di Risparmio di Asti banking group;
- the debtor's access to crisis resolution procedures (debt restructuring or consumer plan) or liquidation of assets, if the Bank becomes aware of them.

The debtor's recourse to one of the following situations entails, in principle, the inclusion of a position in "*inadempienze probabili*", unless the position has already been classified under as non-performing, or meet the requirements for such classification:

- the debtor continues its permanence in the category of past due exposures for a duration exceeding 270 days;
- the debtor is classified by other credit institutions resulting in the inclusion among the "*sofferenze rettificate a sistema*";
- the position presents overdrafts of more than 30 continuous days on positions for which at least 2 "agreement" measures were granted on performing positions (forborne performing) or on positions classified as past due (non-performing forborne);
- the position remains in the category of "*impaired past due and/or in arrears forborne*" for at least 90 days, where there is only one lending measure, with overdrafts exceeding 90 days;
- only with regard to corporate clients, a reduction in turnover from one year to another of more than 30%, together with a reduction in the net equity of more than 20%;
- the debtor is classified as "*probably in default*" by the subsidiary Pitagora Contro Cessione del Quinto S.p.A. and the amount of the related overdue debt represents a share greater than either 10% of the debtor's total exposure at the level of the entire banking group or 0.5% of the debtor's turnover if it does not fall within the "*Private*" credit risk segment;
- if the debtor is facing, or is about to face, difficulties in meeting its financial commitments, and whether it is classified as a performing or an impaired past due exposure, it is granted a costly restructuring involving a reduced financial obligation, calculated according to the criteria specified below, of more than 1%;
- if the debtor is facing, or is about to face, difficulties in meeting its financial commitments, and whether it is classified as performing or impaired past due, an onerous restructuring involving a reduced financial obligation, calculated according to the criteria specified below, equal to or less than 1% will be granted to the debtor if one of the following conditions is met:
  - the new redemption program provides for a higher final payment that represents a material portion of the entire initial exposure;

- the redemption program provides for payments in the first half of the amortisation period for a material portion of the entire initial exposure;
- the repayment schedule provides for an initial grace period in excess of 36 months; and
- the exposures to the borrower have already been subject to a prior onerous restructuring;

- the position is classified as a performing loan and is a joint credit obligation of two or more debtors, at least one of whom is classified by the Group as either a non-performing or a probable defaulted loan;
- the position is classified as performing or past due and relates to a single debtor which is part of a joint credit obligation of two or more debtors classified by the Group as either in default or non-performing;
- the position is classified as performing or past due and represents a joint credit obligation of two or more obligors at least one of which is part of another joint credit obligation classified by the Group as a "*inadempienza probabile*" or non-performing obligation;
- the position is held by a debtor who is part of a group of customers linked by a legal or economic relationship and there are related positions already classified by the Group as "*likely to default*" or "*non-performing*";
- the position is classified by the Group as performing or past due and relates to a natural person debtor who is an unlimited liability partner or guarantor partner of a partnership which is classified by the Group as a "*inadempienze probabili*" or non-performing receivable;
- the position is classified by the Group as performing or past due and relates to a natural person debtor who is the guarantor partner of a corporation classified by the Group as a "*inadempienza probabile*" or non-performing loan.
- the position is designated to be sold, including through a securitisation with significant risk transfer, if it results in an economic loss, calculated according to the criteria described below, greater than 5% of the credit obligation, unless at least one of the following conditions applies:
  - the sale is due to the need to increase the Bank's liquidity;
  - the sale is due to a change in business strategy;
  - the disposal relates to a publicly traded asset measured at fair value;
  - the Bank does not consider this economic loss to be related to credit quality.

The economic loss on disposal, to be compared with the 5% threshold that determines its significance, is calculated using the following formula:

$$L = \frac{E - P}{E}$$

Where:

- L is the economic loss associated with the sale of the debt obligations;
- E is the total outstanding amount of the sold bonds, including interest and expenses;
- P is the agreed price for the sale of the bonds.

The calculation of the reduced financial obligation due to a substantial remission of debt or deferral of payments of principal, interest or fees, to be compared with the above 1% threshold, is calculated using the following formula:$DO = \frac{NPV_0 - NPV_1}{NPV_0}$

- DO is the reduced financial obligation;

- NPV_0 is the net present value of the cash flows (including unpaid interest and fees) expected under the contractual obligations before the changes in contractual terms, discounted using the customer's original effective interest rate;
- NPV_1 is the net present value of the cash flows expected under the new agreement, discounted using the customer's original effective interest rate.

In the aforementioned cases, failure to be classified as "*inadempienze probabili*" can only occur if there are valid reasons that must be formalized in a specific and detailed assessment.

In general, the following criteria apply to the possible identification of situations of "*inadempienze probabili*":

- symptomatic elements regarding the unlikelihood that the debtor will be able to fulfil its obligations in full, especially if they occur together
  - the presence of non-performing loans in the system in the evidence of the *Centrale dei Rischi*;
  - the presence of protests, foreclosures, judicial mortgages or other detrimental enforcement actions by other creditors or voluntary liquidations;
  - the request for renegotiation or moratorium negotiations with the bank;
  - the presence of arrears or overdue debts of a significant amount;
  - the debtor's classification in the latest Rating Class of performing loans;
  - the presence of repeated "*concession*" measures;
  - the enforcement of guarantees where it is considered unlikely that the debtor will be able to meet its residual obligation at a later date;
  - the position is classified as performing or past due and relates to a natural person debtor who is a non-guarantor member of an entrusted corporation classified as a "*inadempienza probabile*" or non-performing loan;
  - the position is classified as a performing loan or as past due and relates to a natural person debtor who is a guarantor but not a partner in a partnership or corporation classified as a "*inadempienza probabile*" or non-performing loan;
- limited to corporate customers, significant reductions in the items of Turnover and Shareholders' Equity in the financial statements; the assessment of the situation of an "*inadempienza probabile*" must take into account at least the following elements:
  - In the case of corporate clients: the economic and financial performance as shown by both actual and prospective technical accounting documentation, expected cash flows, the performance of relations with the bank and the banking system, the acquisition of qualitative information on the competitive positioning and prospects of the company and any other circumstantial or documented element deemed appropriate;
  - for private customers: the amount of overdue debt, total debt to banks and financial institutions, the compatibility of debts with income capacity (current and prospective) and assets, any significant increase in the level of leverage;
  - for receivables related to revoked or expired lines, the definition of a repayment plan and its adequacy;
  - compliance with agreed repayment plans or agreements;
  - the management of relations with other Group banks;
  - any other circumstantial or documented element considered suitable to prove the temporary nature of the situation of difficulty (for example: sales agreements, documented credits).

The Managers of the *Ufficio di Gestione Crediti Anomali*, of the *Ufficio Crediti in Osservazione*, of the *Ufficio Fidi*, *Branch Managers* and the *Company Managers* may in any case propose to introduce among the "*inadempienze probabili*" a position (UTP) at the occurrence of elements such as to lead to the assessment of unlikeliness of the credit's satisfaction without taking actions like the enforcement of the guarantees.

The decision to place or remove the classification of a position in "*inadempienza probabile*" status rests with the Head of *Ufficio Gestione Crediti Anomali*, the Director of *Crediti Deteriorati*, the *Comitato Credito* within the limits set out in the *Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*. The *Ufficio Gestione Crediti Anomali* includes the position among the positions classified as "*inadempienze probabili*". If the conditions are met, the same department writes off the status of the position as "*inadempienze probabili*".

The writing off the status of the position as "*inadempienza probabile*" when one of the following occurs:

- full recovery of the claim for principal, interest and expenses;
- partial recovery of the claim, with write-off of the residual part, in the context of settlement agreements with the main debtor or with the other obliged parties (inclusion of the status "*ex-inadempienza con perdita*");
- return in the performing loans for the cessation of the situation of unlikelihood that the debtor will be able to fulfil its obligations, ascertained by a specific and circumstantial assessment, following a 90-day monitoring period (*Cure period*), unless such improvement is the consequence of a forbearance measure, for the cessation of the situation that the debtor is unlikely able to fulfil his obligations, ascertained through a specific and detailed assessment, at least 12 months after the measure;
- if the "*concordato con continuità aziendale*" is carried out with the sale of the operating company or its assignment to one or more companies, including new ones, not belonging to the economic group of the debtor;
- inclusion in "non-performing loan" due to the discovery of insolvency.

In the presence of these cases, the *Ufficio Gestione Crediti Anomali* except in the case of extinction of the customer's position or transfer to "non-performing loans", shall formulate a proposal to the Delegated Body for the position's recovery, pursuant to Article 21, Section II of the *Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*.

The following bodies are in charge of the decisions to classify or delete a position as "*inadempienza probabile*" in accordance with article 21 of *Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*:

- the person in charge of the "*Ufficio Gestione Crediti Anomali*" department up to the limit of Euro 100,000.00;
- the Credit Department Director up to a Euro 1,500,000.00 limit; and
- with no amount limit, the "Credit Committee".

The decision is notified to:

- the Manager responsible for the business unit;
- the relevant Branch;
- the relevant Client Manager, in the case of a client who has been allocated to the *rete Imprese*.

MANAGEMENT OF RECEIVABLES CLASSIFIED AS PAST DUE AND LIKELY TO DEFAULT

The *Ufficio Gestione Crediti Anomali* monitors, through the CQM procedure, the portfolio classified as Past Due and "*Inadempienza Probabile*" in order to identify the symptomatic elements against the debtor, from which a judgement can be made as to the unlikelihood that the debtor will fully meet his credit obligations, or of insolvency, which would lead to the revocation of the relationships, the default of the debtor and any guarantors and the consequent classification of the position as non-performing.

Management strategies for anomalous loans are defined in the Group Policies on the Management and Recovery of Impaired Loans (*Politiche di Gruppo in Materia di Gestione e di Recupero dei Crediti Deteriorati*).

The management decisions on the portfolio classified as PD/UTP are the responsibility of the *Ufficio Gestione Crediti Anomali* and are initially made at the time of classification.

The strategic approach to the customer is based on an overall examination of the position and takes into account:

- degree of cooperation of the client
- presence of cash flows;
- adequacy of the same with respect to the original commitments and, possibly, to the commitments arising from a possible redefinition of the debt (forbearance measure);
- presence of collateral in favour of the Bank;
- presence of other guarantees;
- presence of real estate/property assets;
- presence of any external prejudices;
- future prospects.

Generally speaking, where the financial and asset situation and the cooperative spirit of the obligors allow it, it is preferable to pursue an amicable, and in any case out-of-court, solution when it is considered reasonable that this may lead to a greater and more rapid recovery than would normally occur with legal recovery or recourse to the assignment of the receivable without recourse.

The *Ufficio Gestione Crediti Anomali*, limited to customers classified as "*Past Due*" and "*Inadempienze Probabili*" not revoked, manages, with the support of the Territorial Network, credit positions and urges the adoption of intervention measures in order to prevent further deterioration of creditworthiness and maximise recovery possibilities.

With regard to this type of customer, the exercise of delegated powers is suspended and overdraft authorisations to the Territorial Network with automatic blocks are prohibited.

The objective of position recovery is pursued initially through collection activities carried out on the entire portfolio directly by the Local Network, or through specialised recovery companies (SRE) to which lots of positions classified as *Past Due* and *Inadempienze Probabili* with GBV up to a maximum of € 300,000 are entrusted; this threshold ("*outsourcing threshold*") may in any case be reduced up to € 100,000 at the discretion of the Director of Impaired Loans.

In exceptional cases, the *Direttore dei Crediti Deteriorati* may also authorise the outsourcing to SRE of specific positions with GBV up to €500,000.

For positions with GBV exceeding the outsourcing threshold, management is internal and individual and is carried out in collaboration between the Territorial Network and the *Ufficio Gestione Crediti Anomali*.

If the collection activity is not totally effective, it is the responsibility of the *Ufficio Gestione Crediti Anomali* to identify the most appropriate management activity on the individual position, up to the recall of the same.

For positions entrusted to SRE, if after the two entrustings both lots are returned with negative results, the *Ufficio Monitoraggio Crediti e Collection Management* shall request the Territorial Network to revoke them.

Any exceptions to the start of the revocation process may be made only following a detailed and reasoned justification sent by the Local Network, which shall in any case be subject to evaluation and analysis by the *Ufficio Gestione Crediti Anomali*, whose opinion shall be considered binding.

As provided for by the *Politiche di Gruppo in Materia di Gestione e di Recupero dei Crediti Deteriorati*, the activity of the *Ufficio Gestione Crediti Anomali* is also carried out by identifying solutions for the redefinition

of the debt, which may include changes to the original approach and which are consistent with the debtor's financial resources (forbearance measures).

In particular, such measures may consist, by way of example and without limitation, of

- interventions of principal and/or interest suspension, in view of expected events or planned operations that may positively affect the possibility of repayment;
- debt rescheduling or extension of the debt, in order to make the monthly commitments compatible with the obligors' credit flows;
- recovery of overdue instalments by means of rescheduling and continuation of the repayment plan;
- modification of the contractual conditions originally envisaged;
- involvement of other parties;
- acquisition of additional guarantees.

The management of the customer, jointly with the territorial network, continues over time and management strategies may vary depending on whether or not commitments have been met, on new events detected, or on variations in existing guarantees.

Another management method is the identification of repayment plans or settlement proposals.

In the event of any repayment plans or settlement proposals put forward by the customer, including through recovery companies, the *Ufficio Gestione Crediti Anomali* examines the case, expresses an opinion on the matter and submits it to the competent body for a resolution, as provided for by the *Regolamento dei Poteri Delegati in Materia di Operazioni Creditizie*.

The analysis of repayment plans for positions classified as *Inadempienze Probabili* (UTP) and Past Due is the responsibility of the *Ufficio Gestione Crediti Anomali*.

On receipt of the proposal, the *Ufficio Gestione Crediti Anomali* assesses the following aspects

- duration of the plan
- consistency between the debtor's asset flows and financial commitments;
- demonstration of the sustainability of the plan through regular periodic payments;
- presence of guarantees.

Proposals for repayment plans are approved by the:

- Head of the *Ufficio Gestione Crediti Anomali* limited to positions in a state of "*Inadempienze Probabili*" for proposals with a maximum duration of 3 years and amount up to € 150,000.00;
- the "*Direttore dei Crediti Deteriorati*" for proposals with a maximum duration of 5 years regardless of the amount;
- the general manager ("*Direttore Generale*"*)* for proposals with a maximum duration of 10 years regardless of the amount.

Settlement proposals are decided by the:

- the "*Responsabile dell'Ufficio Gestione Crediti Anomali*" up to € 25,000.00 of credit loss on "Past Due" or "*Inadempienze Probabili*" positions;
- the "*Direttore Crediti Deteriorati"* up to € 100,000.00 in credit loss;
- the general manager ("*Direttore Generale*") up to € 250,000.00 credit loss;

- the *Amministratore Delegato* up to € 1,000,000.00 credit loss; or
- the Board of Directors with no limit on the amount.

If renegotiation or a repayment plan or one of the available amicable management options are not possible, or are disregarded, the position classified as *Inadempienze Probabili* is revoked and transferred to the *Ufficio Gestione Sofferenze*, which will take the most appropriate action, including enforced recovery.

CLASSIFICATION AS A DEFAULTED POSITION AND LEGAL ACTIONS

The "*Ufficio Gestione Sofferenze*" receives from the "*Ufficio Gestione Crediti Anomali*" the files for which credit lines have been cancelled and the customer has defaulted, together with the relevant documentation.

In cases where an amicable settlement of the case is not possible even after the above-mentioned revocation, compulsory recovery of the credit is initiated.

Legal action is taken immediately. Recognition as non-performing may precede or follow shortly after the commencement of legal proceedings against the debtors.

The *Ufficio Gestione Sofferenze* shall propose the classification of the position as non-performing within the necessary technical timeframe, unless new elements or facts occur which justify the continuation of the revoked default classification, such as, for example

- a proposal for a composition agreement
- formal contestation of the claim;
- definition of a repayment plan aimed at extinguishing or regularizing the position.

The category of non-performing loans therefore includes the total exposure to insolvent, non-judicial, or substantially similar entities, irrespective of the guarantees covering the transactions.

The discriminating elements are:

- the insolvency of the principal debtor;
- the serious and on-going economic and financial difficulties of the relevant debtor, entailing irreversible insolvency;
- events evidencing the heavy insolvency of the customer (such as the protest of cheques, precautionary actions of other banks, insolvency proceedings or applications for the admission to other insolvency proceedings);
- other events; 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 transfer to non-performing status is communicated to all obligors (principal debtor, unlimited partners and guarantors).

Each case is assessed, with particular reference to the guarantees in place, for the attribution of a specific loss forecast in compliance with the current company regulations Group policies on the classification and valuation of loans to ordinary customers.

The overall coverage ratio of non-performing loans at CR Asti as of 12/31/2023 was 66.64% (Individual Financial Statements of CR Asti). The power to authorise the classification of a claim as a defaulted claim is granted to:

- the "*Responsabile dell'Ufficio Gestione Sofferenze*" for exposures of up to Euro 300,000.00 for each customer;
- the "*Direttore Crediti Deteriorati*" of C.R.Asti for exposures of up to Euro 1,500,000.00 for each

customer; and

- the General Director, without limits.

The "*Ufficio Gestione Sofferenze", with the support of the "Ufficio Monitoraggio Portafoglio Crediti e Collection Management*", evaluates from time to time the measures to be taken for the recovery of the loan, enforcing the relevant collateral, with the possibility of enlisting the cooperation of external servicers entrusted with the management of such loans, it being understood that, in the case of securitised loans, the cooperation with the aforementioned parties (also through mandate agreements entered into between C.R.Asti and such external servicers) does not exclude C.R.Asti's liability towards the relevant securitisation companies for the obligations it has assumed pursuant to the documents of each securitisation transaction.

These external servicers were selected as a result of a competitive process from a number of competitors operating in the sector and are monitored by the "*Ufficio Monitoraggio Portafoglio Crediti e Collection Management*". Where recovery requires legal action, even for files managed by external servicers, the recovery action is entrusted to external contracted lawyers, on the understanding that all proposals for repayment plans or settlement solutions must always be approved by the Bank's delegated officer.

The external lawyers belong to primary law firms working with C.R.Asti or Cassa di Risparmio di Asti "Banking Group" on the basis of strong professional relations.

Special eligible power of attorneys are granted to external lawyers, save for the case they have already been granted with a general power of attorney (*"procura generale alle liti").* Fees and costs of the external lawyers are generally calculated on the basis of rates as agreed with C.R.Asti.

Judicial proceedings (*decreti ingiuntivi*, registration of judicial mortgages, etc.) are also started, based on a valuation of opportunity carried out by the competent bodies of the Bank, *vis-à-vis* personal guarantors (*fidejussori*) securing unsecured loans (*finanziamenti chirografari*) in order to recover the relevant claim.

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.

C.R.Asti 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 as provided for by the Servicing Agreement.

In the case of Mortgage Loans where an *accollo cumulativo* occurred as a consequence of the sale of the mortgage building, the order (*atto di precetto*) is notified to both the initial borrower (*accollato*) in his capacity of debtor, and, pursuant to the provisions of the procedural civil code, to the third purchaser of the mortgage building (*accollante*), with the warning that in the case of failure to pay the amount of the purchase, the mortgage building'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 C.R.Asti does not recover the entire receivable, the foreclosure proceeding will be started *vis-à-vis* the original borrower for the outstanding amount, if there are assets or income that can be usefully seized and it is economically viable to do so.

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 *Ufficio Gestione Sofferenze*, or, as the case may be, the External Servicer on behalf of the Bank 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 Servicer's competent bodies.

In particular, write-offs resulting from settlements with debtors are authorised by resolution of the Board of Directors with no limit on the amount;

- for transactions involving losses not exceeding €1,000,000, the power to decide and authorise the write-off of the residual debt is vested in the Chief Executive Officer, after obtaining the opinion of the competent bodies;
- for transactions with a loss not exceeding €500,000, the General Manager has the power to approve and authorise the write-off of the residual debt, following the advice of the competent authorities;
- for transactions involving losses of up to €200,000, the power to approve and authorise the write-off of the residual receivable is vested in the Director of Non-performing Loans ("*Direttore Crediti Deteriorati*"), upon the advice of the competent offices;
- for transactions with losses not exceeding €25,000, the power of decision is vested in the Head of the Non-Performing Loans Department ("*Responsabile dell'Ufficio Gestione Sofferenze*").

Upon discharge of a C.R.Asti's position, all the documents of the dossiers are held by C.R.Asti Dispute Resolution Department 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.

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 (such accounts, along with the Eligible Investments Securities Account, once it will be opened in accordance with the Agency and Accounts Agreement and the Collateral Accounts (as defined below) collectively, the "**Accounts**"):

(a) a euro-denominated current account, into which *inter alia* will be credited:

(i) on the Issue Date, the collections made by the Servicer in respect of the Claims from the Valuation Date (excluded) up to such date and standing to the credit of the Interim Collection Account;

(ii) on each Business Day, the balance standing to the credit of the Interim Collection Account, in accordance with the Servicing Agreement;

(iii) all payments made or advance to the Issuer by the Originator, including any indemnity payment received by the Issuer, under the Transfer Agreement, the Warranty and Indemnity Agreement and the Letter of Undertaking;

(the "**Collection Account**");

(b) a euro-denominated current account into which the Issuer will be required to deposit, *inter alia*, (i) on the Issue Date, €11,036,000 (equal to the Target Cash Reserve Amount as at the Issue Date), being a portion of the Initial Drawdown by the Issuer under the Subordinated Loan Agreement, and (ii) on any Interest Payment Date up to but excluding the earlier of (A) the Interest Payment Date on which the Senior Notes will be redeemed in full and (B) the Interest Payment Date following the delivery of an Issuer Acceleration Notice, out of the Payments Account 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 Cash Reserve standing to the credit of the Cash Reserve Account equals the Target Cash Reserve Amount (the "**Cash Reserve Account**");

(c) a euro-denominated current account into which the Issuer will deposit €50,000 (the "**Retention Amount**") (A) on the Issue Date, being a portion of the Initial Drawdown under the Subordination Loan Agreement and (B) on each Interest Payment Date, out of the Payments Account, the amount necessary to replenish the Expenses Account, so that its balance equals the Retention Amount (the "**Expenses Account**"). The Retention 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; and

(d) 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 Cash Reserve Account; and (iii) all payments paid or advanced to the Issuer under any of the Transaction Documents, including any Further Draw Down, any indemnity payments received by the Issuer and any payments made by the Swap Counterparty to the Issuer under the Swap Agreement will be credited, and (iv) any Swap Tax Credit Amount (as this expression is defined under the Conditions) received by the Issuer will be credited (the "**Payments Account**"). The credit balance of the Payments Account 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.

Furthermore, pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened (or, as far as the Swap Securities Collateral Account, will open after the Issue Date) the following accounts with the Transaction Bank:

(a) a euro-denominated current account into which Collateral in the form of cash (and any interest in respect thereof or distributions or liquidation or other proceeds in respect of Collateral in the form of securities) posted pursuant to the provisions of the Swap Agreement will be held (the "**Swap Cash Collateral Account**"); and

(b) a securities collateral account with the Transaction Bank into which Collateral in the form of securities posted pursuant to the provisions of the Swap Agreement will be held (the "**Swap Securities Collateral Account**" and, along with the Swap Cash Collateral Account, the "**Collateral Accounts**").

Finally, in addition to the above, after the Issue Date, pursuant to the Agency and Accounts Agreement the Issuer may open with the Transaction Bank 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**").

The Issuer has also opened with C.R.Asti 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 "*€365,700,000 Class A1 Residential Mortgage Backed Floating Rate Notes due December 2074*" (the "**Class A1 Notes**"), "*€186,100,000 Class A2 Residential Mortgage Backed Floating Rate Notes due December 2074*" (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**, the "**Senior Notes**") or the "**Rated Notes**") and the "*€113,195,000 Class J Residential Mortgage Backed Fixed Rate and Additional Remuneration Notes due December 2074*" (the "**Class J Notes**" or the "**Junior Notes**" and, together with the Class A Notes, the "**Notes**") will be issued by Asti Group RMBS IV S.r.l. (the "**Issuer**") on 13 November 2024 (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 Curtatone, 3, 00185 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 12 dicembre 2023*) under number 48584.7, and in the companies register held in Rome under number 17676691003.

The Notes are subject to and have the benefit of an agency and accounts agreement (the "**Agency and Accounts Agreement**") dated 12 November 2024 (the "**Signing Date**") between the Issuer, BNP Paribas, Italian Branch as transaction bank, paying agent and agent bank (in such capacities, respectively, the "**Transaction Bank**", the "**Paying Agent**" and the "**Agent Bank**", which expressions include any successor transaction bank, paying agent and agent bank respectively appointed from time to time in respect of the Notes), KPMG Fides Servizi di Amministrazione S.p.A. as computation agent (in such capacity, the "**Computation Agent**", which expression includes any successor computation agent appointed from time to time in respect of the Notes) and 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), corporate servicer (in such capacity, the "**Corporate Servicer**", which expression includes any successor corporate servicer appointed from time to time) and C.R.Asti, in its capacities as originator (the "**Originator**") and servicer (the "**Servicer**", which expression includes any successor servicer appointed from time to time). The Transaction Bank, the 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 the Noteholders**" which constitute an integral and essential part of these Conditions). The Rules of the Organisation of the 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 the 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**" or the "**Senior Noteholders**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Class A 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 the 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 the Noteholders, the Intercreditor Agreement and the other Transaction Documents are available for inspection on the Securitisation Repository.

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 (respectively, the "**Prospectus**" and the "**Securitisation Law**"). Copies of the *prospetto informativo* will be available, upon request, to the holder of any Note during normal business hours on the Securitisation Repository. 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 Servicer shall ensure the proper segregation of the Issuer's accounts and property from its own activities and the Servicer, 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 Subscriber and the Junior Notes Subscriber 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 KPMG Fides Servizi di Amministrazione S.p.A. (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:

"**€STR**" means in respect of any TARGET Business Day, the interest rate representing the wholesale Euro unsecured overnight borrowing costs of banks located in the Euro area provided by the European Central Bank as administrator of such rate (or any successor administrator) and published on the website of the European Central Bank on the TARGET Business Day immediately following such TARGET Business Day;

"**Accounts**" means, collectively, the Cash Reserve Account, the Collection Account, the Eligible Investments Securities Account (once opened in accordance with the terms of the Agency and Accounts Agreement), the Expenses Account, the Payments Account and any Collateral Account and "**Account**" means any one of them;

"**Accrued Interest Amount**" ("*Rateo Interessi Maturati"*), being equal to the sum of all interest accrued but not due in respect of the Claims at the Valuation Date (inclusive) in respect of the Claims equal to Euro 227,044.68;

"**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 the

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 Draw Down**" means any additional amount draw under the Subordinated Loan by the Issuer from C.R.Asti, in its capacity as Subordinated Loan Provider, in accordance with the terms and conditions of the Subordinated Loan Agreement, up to a maximum amount equal to the current Payment Holiday Amount;

"**Additional Expenses**" means any amount due by any Borrower under the relevant Mortgage Loan as (i) reimbursement of the expenses incurred by C.R.Asti in the transmission of the summary note (*documento di sintesi*) of the relevant Mortgage Loan; (ii) payment of the collection fees due in connection with the Mortgage Loans; (iii) payment of the relevant costs relating to any novation arrangement (*accollo*) made under the Mortgage Loans; (iv) payment of any cost borne in connection with the apportionment (*frazionamento*), cancellation (*cancellazione*) or 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 Mortgage Loan; (v) payment of the commission on the prepayment of the relevant Mortgage Loan; and (vi) reimbursement of the expenses incurred for delivering communications or notifications which the Originator is obliged to serve in connection with the Mortgage Loans pursuant to law or regulations of the supervisory authority;

"**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;

"**Amortisation Amount** means the Issuer Available Funds remaining available after having paid items (i) to (viii) (inclusive) of the Pre-Enforcement Priority of Payments;

"**Arranger**" means UniCredit Bank GmbH;

"**Back-up Servicer**" means Banca Valsabbina S.C.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 Servicer, the Back-up Servicer and the Representative of the Noteholders;

"**Banking Act**" means Italian legislative decree No. 385 of 1 September 1993, as subsequently amended and supplemented;

"**Bankruptcy Law**" means the Italian Royal Decree no. 267 of 16 March 1942 (as subsequently amended);

"**Base Rate**" means the difference between (i) €STR, and (ii) 50bps, *per annum*;

"**Basic Terms Modification**" has the meaning given to it in the Rules of the Organisation of the Noteholders;

"**Borrowers**" means, collectively, the borrowers under the Mortgage 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 fifth Business Day prior to each Interest Payment Date;

"**Cancellation Date**" means the later of (i) the last Business Day in December 2076; (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;

"**Claims**" has the meaning ascribed to the word "*Crediti*" in the Transfer Agreement, which term identifies the debt claims arising from the Mortgage Loans comprised in the Portfolio, excluding any Additional Expenses due thereunder;

"**Class A Notes Subscriber**" means Cassa di Risparmio di Asti S.p.A. as initial subscriber of the Class A Notes;

"**Class A1 Rate of Interest**" has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

"**Class A2 Rate of Interest**" has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*, with registered office at the date of this Prospectus at 42 avenue F Kennedy, L-1855 Luxembourg, Luxembourg;

"**Collateral**" means (i) prior to the occurrence of an Early Termination Date under (and as defined in) the Swap Agreement, the monies (including any interest thereof) and/or securities (including any distributions or liquidation or other proceeds in respect thereof) standing to the credit of the Collateral Accounts; and (ii) following the Early Termination Date, the monies and/or securities (if any) standing to the credit of the Collateral Accounts in an amount equal to the Excess Swap Collateral;

"**Collateral Accounts**" means the Swap Cash Collateral Account and the Swap Securities Collateral Account (if opened) and "**Collateral Account**" means any one of them;

"**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 March, June, September and December 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 Valuation Date (excluded) and ending on 30 November 2024 (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 any monies from time to time paid, as of (but excluding) the Valuation Date, in respect of the Mortgage Loans and the related Claims;

"**CONSOB**" means the *Commissione Nazionale per le Società e la Borsa*;

"**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;

"**C.R.Asti**" means Cassa di Risparmio di Asti S.p.A., or any permitted successor or assignee thereof;

"**Critical Obligations Rating**" (or "**COR**") means the long-term rating assigned by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations;

"**CRR Amendment Regulation**" means Regulation (EU) no. 241 of 12 December 2017 amending the CRR;

"**CRR**" means Regulation (EU) no. 575 of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended and supplemented from time to time, including by the CRR Amendment Regulation;

"**DBRS**" means DBRS Ratings GmbH or any entity which is part of the DBRS group and carries out the relevant rating activity;

"**DBRS Equivalent Chart**" means:

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

"**DBRS Equivalent Rating**" means with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent), (a) if public ratings by Fitch, Moody's and S&P Global are all available, (i) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and the lowest rating have been excluded or (ii) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (b) if the DBRS Equivalent Rating cannot be determined under paragraph (a) above, but public ratings by any two of Fitch, Moody's and S&P Global are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (c) if the DBRS Equivalent Rating cannot be determined under paragraph (a) or paragraph (b) above, and therefore only a public rating by one of Fitch, Moody's and S&P Global is available, such rating will be the DBRS Equivalent Rating (upon conversion on the basis of the DBRS Equivalent Chart);

"**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;

"**Defaulted Claims**" means any Claim under which there are at least 15 (fifteen) Unpaid Instalments (in case of monthly payment), or at least 5 (five) Unpaid Instalments (in case of quarterly payment), or at least 3 (three) Unpaid Instalments (in case of semi-annual payment), or which is classified as defaulted (*credito in sofferenza*) by the Servicer on behalf of the Issuer in accordance with the from time to time applicable Bank of Italy's supervisory regulations;

"**Deferred Interest Amount**" ("*Interessi Dilazionati*"), being equal to all interest accrued, expired and deferred in respect of the Claims with reference to which a payment suspension agreement has been executed between C.R.Asti and the Borrower as at the Valuation Date (included), equal to Euro 86,649.83; and

"**Early Termination Date**" has the meaning ascribed to this term under the Swap Agreement;

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and supplemented from time to time;

"**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) at least "A" by DBRS as a public or private long term senior debt rating with respect to the higher of:

(A) a rating one notch below the long-term Critical Obligations Rating (COR) of such entity;

(B) the long-term issuer rating or the long-term senior unsecured debt rating of such entity; and

(C) the long-term deposit rating of such entity,

or if no such public or private ratings are available, a DBRS Equivalent Rating of "A";

(b) at least "A2" or "P-1" by Moody's;

"**Eligible Investments**" means

(a) euro-denominated senior unsubordinated debt financial instruments (but excluding, for the avoidance of doubts, credit linked notes and money market funds), commercial papers, certificate of deposits with a maturity date falling not later than the next succeeding Liquidation Date; or

(b) euro-denominated accounts or deposits with maturity dates 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 without penalty or loss 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 (such amount not being lower than the initially invested amount); and

(iv) if the counterparty of the Issuer under the relevant repurchase transaction ceases to be an Eligible Institution, such investment shall be transferred to another Eligible Institution at no costs and no loss for the Issuer,

provided that, in all cases: (i) such investments are immediately repayable on demand, disposable at a fixed principal amount (provided that such amount could be lower than the amount invested only in the case in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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) to the extent that such investment has a maturity not exceeding 30 calendar days, a long-term rating of at least "A" or a short term rating of at least "R-1 (low)"; and

(ii) to the extent such investment has a maturity exceeding 30 calendar days but not exceeding 90 days a long-term rating of at least "AA (low)" or a short-term rating of at least "R-1 (middle)"; and

(iii) to the extent such investment has a maturity exceeding 90 calendar days but not exceeding 180 days a long-term rating of at least "AA" or a short-term rating of at least "R-1 (high)"; and

(iv) to the extent such investment has a maturity exceeding 180 calendar days but not exceeding 365 days a long-term rating of at least "AAA" or a short-term rating of at least "R-1 (high)";

(B) with respect to Moody's, a short-term rating of at least "P-2" or a long-term rating of at least "Baa2".

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 in which the rate of return of the relevant investment is equal to or higher than the Base Rate) or have a maturity not later than the fifth 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 in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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 in which the rate of return of the relevant investment is equal to 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:

in no case shall such investment 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;

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 the 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 in which the rate of return of the relevant investment is equal to or higher than the Base Rate), otherwise the relevant security or time deposit shall be allowed to mature; or (b) in the case of Eligible Investments being bank deposits, transfer within 30 (thirty) calendar days the deposits to another account opened in Italy, England or Wales in the name of the Issuer with an institution being an Eligible Institution, at no cost to 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;

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

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,

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 which after the Issue Date may be opened by the Issuer with the Transaction Bank in accordance with the provisions of the Transaction Bank's standard form account opening, 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;

"**English Deed of Charge and Assignment**" means the English law deed of charge and assignment executed on or around the Issue Date between the Issuer and the Representative of the Noteholders;

"**EU Securitisation Regulation**" means Regulation (EU) no. 2402 of 12 December 2017, as amended and/or supplemented from time to time;

"**EU Securitisation Rules**" means, collectively, (i) the EU Securitisation Regulation, (ii) the Regulatory Technical Standards, (iii) the EBA Guidelines on STS Criteria, (iv) the CRR Amendment Regulation, (v) the Solvency II Amendment Regulation, (vi) the LCR Amendment Regulation, and (vii) any other rule or official interpretation implementing and/or supplementing the same;

"**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 one - and three-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.

The Agent Bank may, at any time, request the Issuer and the Representative of the Noteholders to agree, without the consent of the Noteholders, to amend EURIBOR (any such amended rate, an "**Alternative Base Rate**") and make such other related or consequential amendments as are necessary or advisable in order to facilitate such change (any such change, a "**Base Rate Modification**") provided that the following conditions are satisfied:

1. the Agent Bank, on behalf of the Issuer, has provided the Representative of the Noteholders, and the Noteholders with at least 30 (thirty) calendar days' prior written notice of any such proposed Base Rate Modification and has certified to the Representative of the Noteholders, and the Noteholders in such notice (such notice being a "**Base Rate Modification Certificate**") that:

   (a) such Base Rate Modification is being undertaken due to:

      (i) a prolonged and material disruption to EURIBOR, a material change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or be published;

      (ii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR);

      (iii) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(iv) a public statement by the supervisor of the EURIBOR administrator that means EURIBOR may no longer be used or that its use is or will be subject to restrictions or adverse consequences; or

(v) the reasonable expectation of the Agent Bank that any of the events specified in sub-paragraphs (i) to (iv) above will occur or exist within 6 (six) months of the proposed effective date of such Base Rate Modification; and

(b) such Alternative Base Rate is:

(i) a base rate published, endorsed, approved or recognised by the European Central Bank, any regulatory authority in Italy or the EU or any stock exchange on which the Rated Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

(ii) the Euro Over Night Index Average (or any rate which is derived from, based upon or otherwise similar to the foregoing); or

(iii) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

2. the Rating Agencies have been notified of such proposed Base Rate Modification and, based on such notification, the Agent Bank is not aware that the then current ratings of the Rated Notes would be adversely affected by such Base Rate Modification; and

3. the Originator pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Representative of the Noteholders or any other party to the Transaction Documents in connection with such Base Rate Modification.

Notwithstanding the above, no Base Rate Modification will become effective if within 30 (thirty) calendar days of the delivery of the Base Rate Modification Certificate, (i) Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Rated Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which the Rated Notes are held) that they do not consent to the Base Rate Modification (a "**Noteholder Base Rate Consent Event**"). Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Representative of the Noteholders' satisfaction (having regard to prevailing market practices) of the relevant Noteholder's title to the Rated Notes. If a Noteholder Base Rate Consent Event occurs, the Base Rate Modification will not become effective unless a resolution of the holders of the Rated Notes is passed in favour of the Base Rate Modification in accordance with the Rules of the Organisation of the Noteholders.

"**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, with registered office at the date of this Prospectus at 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium;

"**Euronext Securities Milan** " means Monte Titoli S.p.A., with its registered office at Piazza Affari, 6, 20123 Milan, Italy;

"**Euronext Securities Milan Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext and includes depository banks appointed by Clearstream, Luxembourg and Euroclear;

"**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*);

"**Excess Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which is in excess of the Swap Counterparty's liability to the Issuer under the Swap Agreement as at the Early Termination Date;

"**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 the 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;

"**Financing Bank**" means C.R.Asti in its capacity as financing bank under the Letter of Undertaking or any permitted successor or assignee thereof;

"**Initial Draw Down**" means an amount equal to Euro 11,086,000, which will be drawn down by the Issuer on the Issue Date in accordance with then Subordinated Loan Agreement;

"**Initial Execution Date**" means 18 September 2024;

"**Initial Portfolio Outstanding Amount**" means the aggregate Outstanding Principal of all the Claims as at the Valuation Date, being equal to €664,995,780.47;

"**Inside Information and Significant Events Report**" means the report prepared by the Computation Agent on behalf of C.R.Asti pursuant to the Intercreditor Agreement, containing the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation;

"**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 Mortgage Loan;

"**Insurance Premia**" means the insurance premia paid by the Originator and which are due to the Originator by the Issuer in accordance with the 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 27th calendar day of March, June, September and December 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 27 December 2024 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, these 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 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 its balance equals or exceeds €500,000 and thereafter, within the same Interest Period, the last Business Day of each week;

"**Investor Report**" means the report to be prepared by the Computation Agent in accordance with the provisions of the Agency and Accounts Agreement and to be sent by no later than the second Business Day following each Interest Payment Date to the Issuer, the Originator, the Representative of the Noteholders, the Arranger and the Servicer and containing details of, *inter alia*, (i) the Claims provided by the Servicer through the Servicer Report, (ii) amounts received by the Issuer from any source during the preceding Collection Period, and (iii) amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date;

"**ISDA**" means the 2002 ISDA Master Agreement, as published by the International Swaps and Derivatives Association, Inc.;

"**Issuer**" means Asti Group RMBS IV 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 Mortgage 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 balance standing to the credit of the Cash Reserve Account as at the relevant Calculation Date;

(iii) without duplication of (i) and (ii) above, an amount equal to the monies invested in Eligible Investments (if any) during the immediately preceding Collection Period from

the Collection Account and the Cash Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(iv) without duplication of (i) 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;

(vii) 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;

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

(ix) all amounts due and payable to the Issuer in respect of such Interest Payment Date under the terms of the Swap Agreement (if and to the extent paid) other than any (1) Collateral (which will not be available to the Issuer to make payments to its creditors generally, but may only be applied in accordance with the Collateral Accounts Priority of Payments, and (2) Swap Tax Credit Amounts (which shall be paid when due out of the Payments Account to the Swap Counterparty in accordance with the terms of the Swap Agreement, without regard to any Priority of Payments);

(x) any Excess Swap Collateral paid into the Payments Account in accordance with the Collateral Accounts Priority of Payments; and

(xi) 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 Servicer, the Back-up Servicer, the Paying Agent, the Agent Bank, the Transaction Bank, the Subordinated Loan Provider, the Class A Notes Subscriber, the Junior Notes Subscriber, the Corporate Servicer, the Swap Counterparty, the Stichting Corporate Services Provider and C.R.Asti (in respect of any monetary obligation due to it by the Issuer under the Transaction Documents to which 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 Originator, 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;

"**Italian Crisis and Insolvency Code**" means the Italian Legislative Decree No. 14 of 12 January 2019 (*Codice della crisi d'impresa e dell'insolvenza in attuazione della legge 19 ottobre 2017, n. 155*), as amended and supplemented from time to time (including by virtue of the Italian Legislative Decree No.

83 of 17 June 2022 implementing the EU Directive 2019/1023 of 20 June 2019, as supplemented from time to time);

"**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 (xix); 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 (xvi);

"**Junior Notes Rate of Interest**" has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

"**Junior Notes Subscriber**" means Cassa di Risparmio di Asti S.p.A.;

"**Junior Notes Subscription Agreement**" means the subscription agreement in respect of the Junior Notes dated the Signing Date between the Junior Notes Subscriber, the Issuer and the Representative of the Noteholders;

"**LCR Amendment Regulation**" means Commission Delegated Regulation (EU) 2022/786, amending Commission Delegated Regulation (EU) 2015/61 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions;

"**Letter of Undertaking**" means a letter of undertaking dated the Signing Date between the Issuer, the Representative of the Noteholders and the Financing Bank;

"**Liability Cash Flow Model**" means the liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between the Originator, the Noteholders, other third parties and the Issuer, made available by C.R.Asti, in its capacity as Originator and Reporting Entity to potential investors in the Notes before pricing through the Securitisation Repository and on an ongoing basis through the Bloomberg platform to the Noteholders and to potential investors in the Notes upon request, pursuant to article 22, paragraph 3 of the EU Securitisation Regulation;

"**Liquidation Date**" means the date falling six Business Days before each Interest Payment Date;

"**Loan by Loan Report**" means the report to be prepared by Cassa di Risparmio di Asti S.p.A., in its capacity as Servicer in accordance with clause 11.5(a) of the Intercreditor Agreement;

"**Luxembourg Stock Exchange**" means Luxembourg Stock Exchange S.A.;

"**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*);

"**Meeting**" has the meaning given to it in the Rules of the Organisation of the Noteholders;

"**Moody's**" means Moody's Italia S.r.l.;

"**Mortgage**" means a mortgage (*ipoteca*) created over a real estate asset as real security interest (*diritto reale di garanzia*) of the Claim;

"**Mortgage Loans**" means, from time to time, the aggregate of the mortgage loans comprised in the Portfolio, the Claims of which have been transferred to the Issuer in accordance with the Transfer Agreement, and "**Mortgage Loan**" means any one of these;

"**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;

"**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 the Noteholders attached hereto as the schedule;

"**Originator**" means C.R.Asti or any permitted successor or assignee thereof;

"**Originator's Claims**" means, collectively, the monetary claims that the Originator may have from time to time against the Issuer under the Transfer Agreement (other than in respect of the Purchase Price), the Warranty and Indemnity Agreement and any other Transaction Document, and including, without limitation, the Insurance Premia, the Accrued Interest Amount, the Overdue Interest Amount, the Deferred Interest Amount, the Suspension Interest Amount and all amounts due and payable to the Originator for the repayment of any loan extended to the Issuer under clause 14.4 (*Finanziamento Spese di Arbitraggio*) of the Transfer Agreement and clause 6.4(b) of the Warranty and Indemnity Agreement;

"**Other Issuer Creditors**" means, collectively, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), the Corporate Servicer, the Stichting Corporate Services Provider, the Subordinated Loan Provider, the Swap Counterparty, the Back-up Servicer, the Servicer, the Class A Notes Subscriber and the Junior Notes Subscriber;

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

"**Overdue Interest Amount** " ("*Rateo Interessi Scaduti*"), being equal to the sum of all interest (including default interest) due but not paid in respect of the Claims as at the Valuation Date (included), in connection to the Claims equal to Euro 149,986.35, plus an amount equal to Euro 780.47 equal to the difference between the Outstanding Principal at the Valuation Date (included) and the Purchase Price, equal to an aggregate amount of Euro 150,766.82;

"**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;

"**Payment Holiday** means the suspension of payment of the instalments (including the principal component and/or the interest component) due on the Fondiari Mortgage Loans and the Ipotecari Mortgage Loans granted by C.R.Asti and actually implemented pursuant to its internal policies from time to time applicable on a general basis to its clints, including each Borrower, in the absence of the requirements provided under the conditions of any law provisions applicable from time to time;

"**Payment Holiday Amount**" means the aggregate amount of the Payment Holidays granted by C.R.Asti, resulting on the last day of each Collection Period on which C.R.Asti has granted one or more Payment Holidays and relating to the instalments due during such period with respect to each relevant Mortgage Loan, as indicated by the Servicer in the Servicer Report in accordance with the Servicing Agreement;

"**Payments Report** means the report prepared by the Computation Agent and delivered by each Calculation Date to, *inter alios*, the Issuer, the Servicer, the Corporate Servicer, each of the Rating Agencies, the Paying Agent, the Transaction Bank, the Swap Counterparty, the Arranger and the Representative of the Noteholders setting forth, *inter alia*, the Issuer Available Funds and the payments to be made under the Priority of Payments;

"**PCS**" means Prime Collateralised Securities (PCS) EU SAS, as a verification agent authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation;

"**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 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**" has the meaning given to the term "*Prezzo di Acquisto*" in the Transfer Agreement, being equal to Euro €664,995,000;

"**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 Itinerary;

"**Rate of Interest**" means the Class A1 Rate of Interest, the Class A2 Rate of Interest or, as applicable, the Junior Notes Rate of Interest;

"**Rated Notes Subscription Agreement**" means the subscription agreement in respect of the Class A Notes dated the Signing Date between the Originator, the Class A Notes Subscriber, the Issuer, the Arranger and the Representative of the Noteholders;

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

(i) all interest accrued but not expired in respect of the relevant Mortgage Loans as at the Valuation Date (inclusive) being equal to €227,044.68; and

(ii) all interest accrued, expired on the Valuation Date (inclusive) and not paid in respect of the relevant Mortgage Loans, equal to an aggregate amount of Euro 150,766.82,

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

"**Rating Agencies**" means, collectively DBRS, Moody's and Scope;

"**Reference Banks**" means, initially, BNP Paribas S.A., and UniCredit S.p.A., and, if any of such banks is unable or unwilling to continue to act as a Reference Bank, 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;

"**Regulatory Investor Report**" means the quarterly report to be prepared by the Computation Agent, by no later than the fifteenth Business Day immediately following each Interest Payment Date, and delivered to the Reporting Entity in a timely manner in order for the Reporting Entity to make it

available through the Securitisation Repository within the month following each Interest Payment Date in accordance with the Agency and Accounts Agreement and containing, *inter alia*, the following information, referred to, where applicable to the immediately preceding Interest Payment Date (i) a transaction Overview setting out the main definitions and the main parties to the Transaction Documents, (ii) the Issuer Available Funds, (iii) Pre-Enforcement Priority of Payments and, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date, (iv) information on the Notes, (v) information on the Subordinated Loans, (vi) the Expenses Reserve and the Cash Reserve, (vii) a description of the Portfolio and relating credit quality and performance of the Claims, (viii) information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation and (ix) information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation and (x) any other information and data required from time to time pursuant to article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and relevant implementing provisions;

"**Regulatory Technical Standards**" means:

(i) the regulatory technical standards adopted by EBA or ESMA, as the case may be, pursuant to the EU Securitisation Regulation; or

(ii) the transitional regulatory technical standards applicable pursuant to article 43 of the EU Securitisation Regulation prior to the entry into force of the regulatory technical standards referred to in paragraph (i) above;

"**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 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 December 2024;

"**Reporting Entity**" means C.R.Asti in its capacity as reporting entity pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation.

"**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;

"**Scope**" means Scope Ratings AG;

"**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;

"**Securitisation Repository**" means the website of EuropeanDataWarehouse (being, as at the date of this Prospectus, https://eurodw.eu) or any other securitisation repository as notified by the Issuer to the Noteholders, which may replace it from time to time;

"**Securities Collateral Account**" means, in respect of the Swap Counterparty and the Swap Agreement, any securities account as may be established in the name of the Issuer with the Transaction Bank into

which all Collateral (in the form of securities) is to be deposited, or such other substitute account as may replace such account.

"**Swap Cash Collateral Account** means, in respect of the Swap Counterparty and the Swap Agreement, the euro denominated account which has been established in the name of the Issuer with the Transaction Bank into which all collateral (in the form of cash) is to be deposited that is transferred by the Swap Counterparty under the Swap Agreement to the Issuer, or such other substitute account as may replace such account;

"**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** " means C.R.Asti as servicer of the Portfolio, or any successor servicer appointed from time to time in respect of this Securitisation;

"**Servicer Report**" means the report prepared and submitted by no later than each Reporting Date, starting from the Initial Execution Date, by C.R.Asti in its capacity as Servicer, to the Computation Agent, the Arranger, the Rating Agencies, the Swap Counterparty, the Representative of the Noteholders and the Issuer in the form set out in the Servicing Agreement and containing information as to Portfolio and any Collections in respect of the preceding Collection Period with the first Reporting Date falling in December 2024;

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

"**Servicing Agreement**" means the servicing agreement dated the Initial Execution Date, between the Issuer and the Servicer;

"**Solvency II Amendment Regulation**" means the Commission Delegated Regulation (EU) no. 1221 of 1 June 2018 amending Solvency II Regulation;

"**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, including as amended by Solvency II Amendment Regulation;

"**Specified Offices**" means the specified offices of, respectively, the 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 Itinerary**" means Stichting Itinerary, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which on the Issue Date is at Locatellikade 1, 1076AZ Amsterdam, The Netherlands;

"**Stichting Corporate Services Agreement**" means the stichting corporate services agreement, dated the Signing Date, between the Issuer, the Quotaholder, the Stichting Corporate Services Provider and the Representative of the Noteholders;

"**Stichting Corporate Services Provider**" means M&G Trustee Company LTD, or any successor corporate servicer appointed from time to time in respect of this Securitisation;

"**Subscription Agreements**" means, collectively, the Class A Notes Subscription Agreement and the Junio Notes Subscription Agreement;

"**Subordinated Loan**" means an initial amount of €11,086,000 and any Additional Draw Downs up to a maximum amount equal to the then current Payment Holiday Amount, in accordance with the terms and conditions of the Subordinated Loan Agreement;

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated the Signing Date between the Subordinated Loan Provider, the Representative of the Noteholders and the Issuer;

"**Subordinated Loan Provider**" means C.R.Asti, or any permitted successor or assignee thereof;

"**Suspension Interest Amount**" ("*Interessi di Sospensione*"), being equal to all interest accrued but not expired in respect of the Claims with reference to which a payment holiday agreement has been executed between C.R.Asti and the Borrower as at the Valuation Date (inclusive), equal to Euro 682,368.37;

"**Swap Agreement**" means the interest rate swap agreement with the Swap Counterparty (intended to be effective as from the Issue Date), pursuant to which the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the rate of interest received by the Issuer in respect of the Claims and the floating rate of interest payable by the Issuer under the Class A Notes. The swap agreement is documented pursuant to the terms of a 2002 ISDA Master Agreement, as published by the International Swaps and Derivatives Association, Inc., and the Schedule and Credit Support Annex thereto, and a confirmation evidencing the Swap Transaction, each governed by English law, and each executed on or around the Signing Date (or, in the case of the confirmation, on or prior to the Issue Date;

"**Swap Cash Collateral Account**" means, in respect of the Swap Counterparty and the Swap Agreement, the euro denominated account which has been established in the name of the Issuer with the Transaction Bank into which all collateral (in the form of cash) is to be deposited that is transferred by the Swap Counterparty under the Swap Agreement to the Issuer, or such other substitute account as may replace such account;

"**Swap Counterparty**" means UniCredit Bank GmbH, or any successor swap counterparty appointed from time to time in respect of the Notes and this Securitisation;

"**Swap Securities Collateral Account**" means, in respect of the Swap Counterparty and the Swap Agreement, any securities account as may be established in the name of the Issuer with the Transaction Bank into which all Collateral (in the form of securities) is to be deposited, or such other substitute account as may replace such account;

"**Swap Tax Credit Amount**" means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding for or on account of tax in respect of which a gross-up payment has been made by the Swap Counterparty to the Issuer under the Swap Transaction, or relating to any deduction or withholding for or on account of tax made by the Issuer from a payment under the Swap Transaction to the Swap Counterparty in respect of which no gross up payment has been made;

"**Swap Transaction**" means the interest rate swap transaction entered into between the Issuer and the Swap Counterparty on or around the Issue Date;

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

(a) on the Issue Date, €11,036,000;

(b) on each Interest Payment Date thereafter, the higher of (i) 2.00 per cent. of the Principal Amount Outstanding of the Rated Notes and (ii) the product of (x) 1.00 per cent. and (y) the Principal Amount Outstanding of the Class A Notes on the Issue Date; and

(c) on the Interest Payment Date on which the Class A Notes will be redeemed in full and on any Interest Payment Date thereafter, zero;

"**TARGET Settlement Day**" means any day on which the TARGET System is open;

"**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 Agreement, the Servicing Agreement, the Back-up Servicing Agreement, the Warranty and Indemnity Agreement, the Corporate Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Mandate Agreement, the Quotaholder's Commitment, the Letter of Undertaking, the Subordinated Loan Agreement, the Rated Notes Subscription Agreement, the Junior Notes Subscription Agreement, the Stichting Corporate Services Agreement, the Swap Agreement, the English Deed of Charge and Assignment, these Conditions and the Rules of the Organisation of the Noteholders;

"**Transfer Agreement**" means the transfer agreement dated the Initial Execution Date between the Issuer and C.R.Asti;

"**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 Mortgage 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 Mortgage Loan;

"**Valuation Date**" means 31 August 2024 at 11:59 p.m. (CET); and

"**Warranty and Indemnity Agreement**" means a warranty and indemnity agreement dated the Initial Execution Date between the Issuer and C.R.Asti.

In these Conditions, the following events are deemed to have occurred as set out below:

an "**Insolvency Event**" will have occurred in respect of any company, entity or corporation if:

(i) an administrator, administrative receiver, examiner or liquidator has been appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of such company or corporation or such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*liquidazione giudiziale*", "*concordato preventivo*", "*concordato preventivo in bianco*", "*concordato semplificato per la liquidazione del patrimonio*", "*liquidazione coatta amministrativa*", "*amministrazione straordinaria*", "*accordo di ristrutturazione dei debiti*", "*convenzione di moratoria*", "*accordo di ristrutturazione agevolato*" and "*composizione negoziata per la soluzione della crisi d'impresa*" and any applicable proceeding provided under the Bankruptcy Law and/or the Italian Crisis and Insolvency Code, each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a "*pignoramento*" or similar procedure having a similar effect, unless, in the opinion of the Noteholders (who may in this respect rely on the advice of a lawyer selected by them), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under (i) above is made in respect of or by such company, entity or corporation or the same proceedings are otherwise initiated against such company, entity or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) any of circumstances set out under articles 2446, 2447, 2482-*bis* and 2482-*ter* of the Italian civil code has arisen with respect of such company or corporation; or

(iv) such company, entity or corporation 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, in the case of the Issuer, 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

(v) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of such company, entity or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction) or any of the events under article 2484 of the Italian civil code occurs with respect to such company, entity or corporation; or

(vi) such company, entity or corporation becomes subject to any proceedings resulting from the implementation of 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 and investment firms.

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 Euronext Securities Milan 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 Euronext Securities Milan on behalf of the Noteholders until redemption and cancellation for the account of each relevant Euronext Securities Milan Account Holder. Euronext Securities Milan 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 Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Euronext Securities Milan 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, or 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 the repayment of principal on the Class A Notes and the payment of interest and the repayment of principal on the Class J Notes; and

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

(B) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the payment of interest and repayment of principal on the Class A Notes and payment of interest on the Class J 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 the 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 the 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 the 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, or 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 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*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all 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 and to the extent not paid by C.R.Asti under the Letter of Undertaking);

(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 and to the extent not paid by C.R.Asti under the Letter of Undertaking);

(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 Paying Agent, the Agent Bank, the Computation Agent, the Servicer, the Back-up Servicer, the Corporate Servicer, the Stichting Corporate Services Provider 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 the Originator in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the Transfer Agreement;

(v) *fifth*, to pay, *pari passu* and *pro rata*, any amounts due and payable to the Swap Counterparty on such Interest Payment Date under the Swap Agreement, except for (1) any Swap Tax Credit Amounts (which shall be paid as set out in the definition of Issuer Available Funds), (2) any amounts paid under the Collateral Accounts Priority of Payments, or (3) amounts due and payable under item ten below;

(vi) *sixth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;

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

(ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of:

(1) 55 per cent. of the Amortisation Amount, to repay the Principal Amount Outstanding of the Class A2 Notes until the Class A2 Notes are repaid in full; and

(2) the remaining Amortisation Amount, after having paid the amount under paragraph (1) above of this item (ix), to repay the Principal Amount Outstanding of the Class A1 Notes until the Class A1 Notes are repaid in full;

(x) *tenth*, to pay any amounts due and payable to the Swap Counterparty upon the designation of any Early Termination Date under the Swap Agreement in the event that the Swap Counterparty is the "Defaulting Party" (as this expression is defined under the Swap Agreement);

(xi) *eleventh*, 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);

(xii) *twelfth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator, in respect of any Originator's Claims under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement without any duplication with item (iv) above;

(xiii) *thirteenth*, in or towards satisfaction of all amounts due and payable to the Originator under the terms of the Letter of Undertaking;

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

(xv) *fifteenth*, in or towards satisfaction of all amounts of interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

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

(xvii) *seventeenth*, 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);

(xviii) *eighteenth*, 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;

(xix) *nineteenth*, 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;

(xx) *twentieth*, up to but excluding the Final Redemption Date, 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 not paid by C.R.Asti under the Letter of Undertaking 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 not paid by C.R.Asti under the Letter of Undertaking 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 Paying Agent, the Agent Bank, the Computation Agent, the Servicer, the Back-up Servicer, the Corporate Servicer, the Stichting Corporate Services Provider 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 the Originator in respect of the Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the Transfer Agreement;

(v) *fifth*, to pay, *pari passu* and *pro rata*, any amounts due and payable to the Swap Counterparty on such Interest Payment Date under the Swap Agreement, except for (1) any Swap Tax Credit Amounts (which shall be paid as set out in the definition of Issuer Available Funds), (2) any amounts paid under the Collateral Accounts Priority of Payments, or (3) amounts due and payable under item eight below;

(vi) *sixth*, 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;

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

viii) *eighth*, to pay any amounts due and payable to the Swap Counterparty upon the designation of an Early Termination Date under the Swap Agreement in the event that the Swap Counterparty is the "Defaulting Party" (as this expression is defined under the Swap Agreement);

(ix) *ninth*, 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);

(x) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator:

(A) in respect of any Originator's Claims under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement without any duplication with item (iv) above; and

(B) under the terms of the Letter of Undertaking;

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

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

(xiii) *thirteenth*, in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiv) *fourteenth*, 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;

(xv) *fifteenth*, 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;

(xvi) *sixteenth*, 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

(xvii) *seventeenth*, up to but excluding the Post-Enforcement Final Redemption Date, 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) *Collateral Account Priority of Payments*

Amounts standing to the credit of the Collateral Accounts will not be available for the Issuer to make payments to the Noteholders and the Other Issuer Creditors generally, but may be applied only in accordance with the following provisions (the "**Collateral Accounts Priority of Payments**"):

(i) prior to the occurrence or designation of an Early Termination Date in respect of the Swap Agreement, solely in or towards payment or transfer of:

(a) any Return Amounts (as defined in the Credit Support Annex due to the Swap Counterparty in respect of the relevant Collateral Account) on any day (whether or not such day is an Interest Payment Date);

(b) any Interest Amounts and/or Distributions (as defined in the relevant Credit Support Annex) or such other equivalent amounts representing equivalent payments on any date (whether or not such day is an Interest Payment Date); and

(c) any return of collateral to the Swap Counterparty in respect of the relevant Collateral Account upon a novation of the Swap Counterparty's obligations under the Swap Agreement to a replacement swap counterparty,

on any day (whether or not such day is an Interest Payment Date), directly to the Swap Counterparty in accordance with the terms of the Swap Agreement;

(ii) upon or immediately following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where (A) such Early Termination Date has been designated following an Event of Default (as defined in the Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); and (B) the Issuer enters into a replacement Swap Agreement in respect of such Swap Agreement on or around the Early Termination Date of such Swap Agreement, on the later of the day on which such replacement Swap Agreement is entered into and the day on which the replacement swap premium (if any) payable to the Issuer has been received (in each case, whether or not such day is an Interest Payment Date), in the following order of priority:

A. *first*, in or towards payment of any replacement swap premium (if any) payable by the Issuer to a replacement swap counterparty in order to enter into a replacement swap agreement with the Issuer with respect to the Swap Agreement being novated or terminated up to an amount equal to the termination amount that would have been payable by the outgoing Swap Counterparty to the Issuer pursuant to the Swap Agreement (to the extent not funded from the Issuer Available Funds);

B. *second*, in or towards payment of any termination payment due to the outgoing Swap Counterparty pursuant to the Swap Agreement (to the extent not funded form the Issuer Available Funds); and

C. *third*, the Excess Swap Collateral (if any) on such day to be transferred to the Payments Account for an amount equal to the Excess Swap Collateral and deemed to form Issuer Available Funds;

(iii) following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where (A) such Early Termination Date has been designated following an Event of Default (as defined in the Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement) and (B) the Issuer is unable to or elects not to enter into a replacement Swap Agreement on or around the Early Termination Date of such Swap Agreement, on any day (whether or not such day is an Interest Payment Date) in or towards payment of any termination payment due to the Swap Counterparty pursuant to the Swap Agreement;

(iv) following the occurrence or designation of an Early Termination Date in respect of the Swap Agreement where such Early Termination Date has been designated otherwise than as a result of one of the events specified at items (ii) and (iii) above, on any day (whether or not such day is an Interest Payment Date) in or towards payment of any termination payment due to the Swap Counterparty pursuant to the Swap Agreement; and

(v) following payment of any amounts due pursuant to (iii) and (iv) above, if amounts remain standing to the credit of the Collateral Accounts, such amounts may be applied on any day (whether or not such day is an Interest Payment Date) only in accordance with the following provisions:

A. *first*, in or towards payment of any replacement Swap Premium (if any) payable by the Issuer to a replacement swap counterparty in order to enter into a replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated; and

B. *second*, the Excess Swap Collateral remaining after payment of such replacement swap premium to be transferred to the Payments Account for an amount equal to the Excess Swap Collateral and deemed to form Issuer Available Funds,

For the avoidance of doubt, the Collateral Accounts Order of Priority shall only apply to the extent one or more Collateral Accounts have been established by the Issuer.

(g) *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*

(a) For so long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders (acting in accordance with the instructions of the Noteholders, given pursuant to the Rules of the Organisation 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;

(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;

(C) at any time approve or agree or consent to any act or thing whatsoever which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents and shall not do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interest of the Noteholders under the Transaction Documents;

(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) *Mortgage Loans*

agree to any request by the Servicer to change the rate of interest on any Mortgage Loan or to waive any of its rights under any Mortgage Loan, unless permitted by the Transaction Documents;

(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 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;

(xiii) *Compliance with corporate formalities*

cease to comply with all necessary corporate formalities;

(xiv) *De-registration*

ask for the de-registration from the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation issued by the Bank of Italy on 12 December 2023 (effective on 20 December 2023), unless in order to comply with the provisions of law applicable to it;

(xv) *No derivative contracts*

enter into derivative contracts save as expressly permitted by article 21, paragraph 2, of the EU Securitisation Regulation.

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 Originator 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 Originator 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 provision; 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 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, subject as provided in Condition 8 (*Payments*) and, with respect to the Class J Notes, subject to Condition 6(d) below. 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 A1 Notes (the "**Class A1 Rate of Interest**"), the rate of interest payable from time to time in respect of the Class A2 Notes (the "**Class A2 Rate of Interest**") and the Junior Notes (the "**Junior Notes 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 A1 Rate of Interest for such Interest Period shall be the sum of:

(A) 0.96 per cent. *per annum*; and

(B) the EURIBOR,

provided that the Class A1 Rate of Interest shall not in any event be lower than zero;

(ii) the Class A2 Rate of Interest for such Interest Period shall be the sum of:

(A) 0.85 per cent. *per annum*; and

(B) the EURIBOR,

provided that the Class A2 Rate of Interest shall not in any event be lower than zero;

(iii) the Junior Notes Rate of Interest for such Interest Period shall be equal to 3 per cent. *per annum*.

(d) *Junior Notes Additional Remuneration*

In addition to the Junior Notes 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:

(i) 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:

(A) in the case of the Class A1 Notes, applying the Class A1 Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class A1 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

(B) in the case of the Class A2 Notes, applying the Class A2 Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class A2 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 Notes 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 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 Paying Agent, the Computation Agent, the Representative of the Noteholders, Euronext Securities Milan 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*

Without prejudice to the right of the Representative of the Noteholders to serve to the Issuer an Issuer Acceleration Notice pursuant to Condition 10(a)(i) (*Non-payment*), prior to the service of an Issuer Acceleration Notice, 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 Paying Agent, Euronext Securities Milan, 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 December 2074 (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 starting from the earlier of (i) the Interest Payment Date which falls on 27 June 2031 (included) and (ii) the date on which the Portfolio Outstanding Amount is equal to or less than 10% of the Initial Portfolio Outstanding Amount, 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 Rated 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) having received a notice from the Originator pursuant to which the Originator has notified its intention to exercise its repurchase option pursuant to clause 11 of the Transfer Agreement (subject to the conditions listed therein);

(ii) 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

(iii) 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 Transfer Agreement, the consideration for the purchase of the Claims which are classified as Defaulted Claims (if any) to be paid by the Originator (should the Originator purchase the Claims from the Issuer) shall be calculated in accordance with the provisions contained under clause 11.1 of the 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 Rated 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 Mortgage 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:

(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) of 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 (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 Rated 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 Rated 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 any 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.

(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*):

(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 amount of 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 the Subordinated Loan Provider 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 to be credited to the Cash Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(xii) the Target Cash Reserve Amount;

(xiii) the Junior Notes Additional Remuneration (if any);

(xiv) the amount to be paid to the Swap Counterparty; and

(xv) 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 Issuer, the Servicer, the Arranger, the Corporate Servicer, the Representative of the Noteholders, the 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, Euronext Securities Milan and (for so long as any Rated 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 Euronext Securities Milan, Euroclear and Clearstream, Luxembourg*

Payments of principal and interest in respect of the Notes deposited with Euronext Securities Milan will be credited, according to the instructions of Euronext Securities Milan, by or on behalf of the Issuer to the accounts with Euronext Securities Milan 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 Euronext Securities Milan to the accounts with Euronext Securities Milan 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 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 Euronext Securities Milan 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 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 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, or on account of, 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 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*).

10. **Events of Default**

(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 by the Issuer*

the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes on the Maturity Date or fails to pay any Interest Amount in respect of the Most Senior Class of Notes within five days of the relevant Interest Payment Date; or

(ii) *Breach of other material 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 the Issuer becomes Insolvent; 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 a party; or

(B) 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 for the Issuer*

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 of the Most Senior Class or the Transaction Documents to which the Issuer is a party.

(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 50 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* 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 in accordance with Condition 6(j) (*Interest Amount Arrears*), 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.

Following the service of an Issuer Acceleration Notice, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents, as required by article 21(4)(a) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

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 50 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 Rated Notes after payment of all other claims ranking in priority to the Rated 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 Rated Notes after payment of all other claims ranking in priority to the Rated 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 10(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 KPMG Fides Servizi di Amministrazione S.p.A. at its offices at via Curtatone, 3, 00185 Rome, Italy, and is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of the 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 the Noteholders.

(c) *Meetings of Noteholders*

The Rules of the Organisation of the 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 the 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 the Noteholders.

(e) *Resolutions binding*

The resolutions passed at any Meeting of the Noteholders under the Rules of the Organisation of the 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; or

(iii) 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 required for the Securitisation to comply with the EU Securitisation Rules, as confirmed by a firm providing verification services pursuant to article 28 of the EU Securitisation Regulation or a primary law firm.

(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 the 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 the 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 the 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 Subscriber, and the Junior Notes Subscriber 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 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) *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 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 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 Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank and to appoint a successor 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 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 5 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) *Amounts to remain outstanding*

Subject always to Condition 10 (*Events of Default*) and Condition 16(d) (*Non-petition*), any amount due under the Notes and not payable or paid when due by the Issuer in accordance with Condition 16(a) (*Limited recourse*) will nevertheless continue to be regarded as being outstanding so that any interest, default interest, indemnity payments and other similar amounts payable in accordance with these Conditions will continue to accrue thereon.

(c) *Insufficient recoveries*

If, or to the extent that, after the Issuer's Rights have been realised as fully as is practicable and the proceeds thereof have been applied in accordance with the Post-Enforcement Priority of Payments, the Issuer Available Funds are insufficient to pay or discharge amounts due from the Issuer to the Noteholders in full for any reason, the Issuer will have no liability to pay or otherwise make good any such insufficiency.

(d) *Non-petition*

Without prejudice to the right of the Representative of the Noteholders to exercise any of its other rights, and subject as set out in the Rules of the Organisation of the 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 Euronext Securities Milan and/or by a common depository for Euroclear and/or Clearstream, Luxembourg, shall be deemed to have been validly given if delivered to Euronext Securities Milan 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 Euronext Securities Milan,

Clearstream, Luxembourg and Euroclear, as applicable. In addition, so long as the Rated 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 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 Rated Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, all notices given to Rated 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 Rated 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 Paying Agent, the Agent Bank and the Transaction Bank are at its offices at piazza Lina Bo Bardi, 3, 20124 Milan, Italy.

The Specified Offices of the Computation Agent and the Representative of the Noteholders are at its offices at via Curtatone, 3, 00185 Rome, Italy.

18. **Governing law and jurisdiction**

(a) *Governing law*

The Notes, these Conditions, the Rules of the Organisation of the 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 the 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 the 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 THE 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 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 Euronext Securities Milan 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 Paying Agent:

(a) certifying that the Blocked Notes have been blocked in an account with the Relevant Clearing System, the Euronext Securities Milan 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 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);

"**Euronext Securities Milan Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan 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:

(a) 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

(b) 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 Euronext Securities Milan 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 Euronext Securities Milan 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 Euronext Securities Milan 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 the 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 Notes 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 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 Euronext Securities Milan Account Holder or the relevant custodian, as the case may be, or require the 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 Euronext Securities Milan 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 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 Euronext Securities Milan 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.

Meetings may be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

a. such Voters have given evidence to the Chairman of their powers to attend and vote at the relevant Meeting;

b. the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

c. the person drawing up the minutes may hear in a clear way the Meeting events being the subject-matter of the minutes;

d. each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

e. the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or video-conference equipment; and

f. for the avoidance of doubt, the Meeting is deemed to take place (located in the European Union) where the Chairman and the person drawing up the minutes will be.

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 (falling no later than 30 days after the date of delivery of such notice), time and place (it being understood that any Meeting shall take place in a country of the European Union) of the Meeting shall be given to the Noteholders and the 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 (which shall be in a country of the European Union) as the Chairman determines or (ii) on the date and at the place (which shall be in a country of the European Union) 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;

(ii) if no quorum is present at the adjourned Meeting, the matters on the relevant agenda shall be resolved (A) by the Representative of the Noteholders, whose decision shall be deemed as

acknowledged and agreed by the Noteholders and with no liability on the part of the Issuer, the Servicer, the Corporate Servicer, the Computation Agent and the Transaction Bank for having implemented such decision (save for wilful misconduct (*dolo*) or gross negligence (*colpa grave*) of the above entities) or (B) if no decision is made by the Representative of the Noteholders pursuant to Sub-paragraph (A) above, by the Issuer, whose decision shall be deemed as acknowledged and agreed by the Noteholders and with no liability on the part of the Issuer, the Servicer, the Corporate Servicer, the Computation Agent and the Transaction Bank for having implemented such decision (save for wilful misconduct (*dolo*) or gross negligence (*colpa grave*) of such entities), it being understood that the procedures set forth under this Paragraph (iii) will not apply to any matter to be resolved through an Extraordinary Resolution.

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 (it being understood that any Meeting shall take place in a country of the European Union), 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 specifying the date (falling no later than 20 days after the date of delivery of such notice) time and place (which shall be in a country of the European Union);

(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 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 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 ten 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 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:

(a) 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);

(b) 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 Noteholders (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 KPMG Fides Servizi di Amministrazione S.p.A.

Save for KPMG Fides Servizi di Amministrazione S.p.A. 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 Consolidated 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*), judicial liquidation (*liquidazione giudiziale*) 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 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 Consolidated Banking Act or otherwise, unless (in each case under paragraphs (i) and (ii) 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 provision shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(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 Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any license, 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 Servicer, the 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 Mortgage 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, including those required for the Securitisation to comply with the EU Securitisation Rules, as confirmed by a firm providing verification services pursuant to article 28 of the EU Securitisation Regulation or a primary law firm; *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 Servicer 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 10(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 31, 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

(a) €365,700,000, for the Class A1 Notes;

(b) €186,100,000, for the Class A2 Notes; and

(c) €113,195,000, for the Class J Notes,

for an aggregate amount equal to €664,995,000 (the "**Notes Proceeds**"),

(ii) the amount to be drawn down by the Issuer under the Initial Draw Down under the Subordinated Loan Agreement on the Issue Date in an amount equal to €11,086,000; and

(iii) the amount of Collections collected by the Servicer on behalf of the Issuer from the Valuation Date to the Issue Date, being approximately € 21,298,806.51.

With the issuance of the Notes:

(A) the Notes Proceeds will be offset by the Issuer against the Purchase Price of the Claims due to C.R.Asti pursuant to the terms of the Transfer Agreement;

(B) the amounts under items (ii) and (iii) above will be applied by the Issuer as follows:

(i) as to €50,000, to credit the Expenses Account with the Retention Amount;

(ii) as to €11,036,000, to credit the same amount to the Cash Reserve Account; and

(iii) as to the remainder (if any), to credit the Collection Account.

THE ISSUER

Introduction

Asti Group RMBS IV 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 18 June 2024.

In accordance with the Issuer's by-laws, the corporate duration of the Issuer is limited to 31 December 2100 and may be extended by a quotaholder's resolution. The Issuer is registered with the companies' register of Rome under number 17676691003, with the register of the special purpose vehicles pursuant to the regulation of the Bank of Italy dated 13 December 2023 (entered into force on 20 December 2023) under number 48584.7, its tax identification number (*codice fiscale*) and VAT number is 17676691003. The registered office of the Issuer is Via Curtatone, 3, 00185 Rome, Italy. The telephone number of the registered office of the Issuer is +39 06 8091531. The legal entity identifier ("**LEI**") is 815600BF7FAE2C9B6505.

Since the date of its incorporation, the Issuer has carried out no securitisation transactions. The Issuer may carry out other securitisation transactions (in addition to the Securitisation) in accordance with the Securitisation Law, subject to certain conditions as specified in the Conditions. There has been no material adverse change in the financial position of the Issuer since the date of its incorporation. The Issuer has no subsidiaries, premises or employees. Since the date of its incorporation, the Issuer has not been involved in any legal, governmental or arbitration proceedings.

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 Itinerary, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Locatellikade, 1, 1076 AZ Amsterdam, Netherlands.

Pursuant to the quotaholder's commitment dated the Signing Date between the Issuer, the Representative of the Noteholders and Stichting Itinerary (the "**Quotaholder's Commitment**"), Stichting Itinerary has agreed to certain provisions in relation to the management of the Issuer. The Quotaholder's Commitment also provides that Stichting Itinerary 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 will be 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 Itinerary 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 Itinerary.

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 6 September 2024.

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 18 June 2024.

Principal activities

The main corporate purpose (*oggetto sociale*) of the Issuer, as set out in article 4 of its by-laws (*statuto*), includes 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 has not engaged in any business other than the purchase of the Receivables pursuant to the Transfer Agreement.

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**
Massimo Labonia	via Curtatone, 3, 00185 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	
€365,700,000 Class A1 Residential Mortgage Backed Floating Rate Notes due December 2074	365,700,000
€186,100,000 Class A2 Residential Mortgage Backed Floating Rate Notes due December 2074	186,100,000
€113,195,000 Class J Residential Mortgage Backed Fixed Rate and Additional Remuneration Notes due December 2074	113,195,000
€11,086,000 Subordinated Loan	11,086,000
Total Notes and Subordinated Loan	**676,081,000**

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 Paying Agent (as set forth in Condition 17 (*Notices*)) for the validity period 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 2024.

Independent auditors

The financial statements of the Issuer will be audited by an independent auditor, which will be appointed by the Issuer after the Issue Date, pursuant to article 14 of Legislative Decree No. 39, dated 27 January 2010, and article 10 of EU Regulation No. 537/2014 and will be a company enrolled in the "*Albo Speciale delle società di revisione*" held by Consob pursuant to resolution No. 10831 of 16 July 1997.

THE TRANSACTION BANK, THE PAYING AGENT AND THE AGENT BANK

Securities Services at BNP Paribas

The Securities Services business of BNP Paribas is a multi-asset servicing specialist with local expertise in 35 markets around the world and a global reach covering 90+ markets. This extensive network enables BNP Paribas to provide its institutional investor clients with the connectivity and local knowledge they need to navigate change in a fast-moving world.

As of 31 December 2023, Securities Services had USD 13.7 trillion in assets under custody, USD 2.7 trillion in assets under administration and 9,208 funds administered.

At the date of this Prospectus, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of "A+" with stable outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. and "AA-" with stable outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

BNP Paribas, Italian Branch shall act as Transaction Bank, Paying Agent and Agent Bank pursuant to the Agency and Accounts Agreement.

The information contained in paragraphs above relates to BNP Paribas, Italian Branch and has been obtained from it. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by BNP Paribas, Italian Branch, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of BNP Paribas, Italian Branch since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

THE COMPUTATION AGENT, THE REPRESENTATIVE OF THE NOTEHOLDERS AND THE CORPORATE SERVICER

KPMG Fides Servizi di Amministrazione S.p.A., is a company incorporated under the laws of the Republic of Italy as a joint stock company (*società per azioni*), having its registered office at Via Vittor Pisani 27, Milan, Italy, with fiscal code, VAT and enrolment with the companies' register of Milan No. 00731410155, acting through its secondary office in Via Curtatone 3, 00185 Rome, Italy.

KPMG Fides is the Italian entity of the KPMG network which renders professional services in the administrative and bookkeeping sector, both in outsourcing and operational support.

In the course of the years, starting from the enactment of the Securitisation Law – thanks to the support offered to big clients operating in this kind of transactions of structured finance, KPMG succeeded in developing and consolidating its role in the framework of services offered for the management of securitisations.

The information contained herein relates to and has been obtained from KPMG Fides Servizi di Amministrazione S.p.A. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of KPMG Fides Servizi di Amministrazione S.p.A since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

THE SWAP COUNTERPARTY

UniCredit Bank GmbH, a bank incorporated as a private limited liability company (Gesellschaft mit beschränkter Haftung) 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 289472, belonging to the "Gruppo Bancario UniCredit" and having its head office at Arabellastrasse 12, 81925 Munich, Federal Republic of Germany

UniCredit Bank GmbH is rated by Standard & Poor's, Fitch Ratings and Moody's. As at 8 November 2024, the issuer rating of UniCredit Bank GmbH is "A2" for Moody's, "BBB+" for Standard & Poor's and "A-" for Fitch Ratings.

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

THE TRANSFER AGREEMENT

The description of the Transfer 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 agreement. Prospective Noteholders may inspect a copy of the Transfer Agreement upon request at the registered office of the Representative of the Noteholders and at the Specified Office of the Paying Agent.

Transfer of the Claims

On 18 September 2024, the Issuer and of C.R.Asti entered into a transfer agreement (the "**Transfer Agreement**") pursuant to which the Issuer acquired from the Originator without recourse (*pro soluto*), in accordance with the Securitisation Law a portfolio of monetary claims (the "**Claims**") and other connected rights arising out of (i) residential mortgage loans which qualify as "*mutui fondiari*" (the "***Fondiari* Mortgage Loans**") and (ii) other residential mortgage loans which qualify as "*mutui ipotecari*" (the "***Ipotecari* Mortgage Loans**" and, together with the *Fondiari* Mortgage Loans, the "**Mortgage Loans**") owed to C.R.Asti (the "**Portfolio**").

Under the Transfer Agreement, the Originator passed title to the Claims to the Issuer on the Execution Date, with economic effect as of the Valuation Date (excluded), schedule 1 to the Transfer Agreement contains a list of Claims. The information concerning the Claims (*e.g.* the outstanding balance, accrued interest etc.) contained in schedule 1 to the Transfer Agreement reflect the composition of the Portfolio as at the Valuation Date.

In particular, pursuant to the Transfer Agreement, the Claims comprise all the monetary claims arising from mortgage loans owned by Cassa di Risparmio di Asti S.p.A. on the Valuation Date, that - as of 31 August 2024, 11:59 pm CET (the "**Valuation Date**") were owned by C. R.Asti and which, on the Valuation Date included, (unless otherwise provided) met the following objective criteria (to be deemed cumulative unless otherwise provided) (the "**Criteria**"):

(1) *ipotecari* mortgage loans as well as 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**");

(2) *ipotecari* mortgage loans in relation to which the ratio between (i) the original principal amount of the mortgage loan and (ii) the appraised value of the real estate asset over which the mortgage has been created, as determined on or about the execution of the mortgage loan agreement is lower than or equal to 100 % (one-hundred per cent.);

(3) mortgage loans the principal debtor (or the principal debtors in those circumstances where the mortgage loan has been granted to two or more individuals) of which, also as a consequence of a discharging debt assumption ("*accollo liberatorio*"), falls within one of the following categories: individuals (*persone fisiche*), sole proprietorships (*ditte individuali*), unlimited liability companies;

(4) mortgage loans the principal debtors of which, also as a consequence of a debt assumption agreement ("*convenzione di accollo*") (if applicable), are all resident in Italy;

(5) fully disbursed mortgage loans in relation to which there is no obligation or possibility to make further disbursements;

(6) mortgage loans providing for a contractual rate of interest which falls within one of the following categories:

   (a) fixed rate mortgage loans. "Fixed rate mortgage loans" means those mortgage loans which provide for a rate of interest, contractually agreed, that does not vary for the remaining duration of the loan;

   (b) floating rate mortgage loans which provide for a spread over the reference index equal to or higher than 0.55 per cent. *per annum*. "Floating rate mortgage loans" means those mortgage loans providing for a rate of interest linked to EURIBOR;

   (c) "mixed mortgage loans", being mortgage loans providing for, in favour of the debtor, 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 reference index equal to, or higher than, 0.65 per cent. *per annum* and *vice versa*. Should the borrower not exercise the option within the term contractually agreed, the mortgage loan will automatically switch to a floating interest rate calculated with reference to EURIBOR, with a spread over the reference index equal to, or higher than, 0.65 per cent. *per annum*, until the following option right's exercise date;

(7) mortgage 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 10,000;

(8) mortgage loans having an outstanding principal amount (including the principal component of any instalment which has fallen due but has not yet been paid) lower or equal to Euro 1,800,000;

(9) mortgage loans which are denominated in Euro (or originally disbursed in Italian Lire and subsequently re-denominated in Euro);

(10) mortgage loans which are governed by Italian law;

(11) mortgage loans which, on the Valuation Date (included), have at least one instalment (including a principal component or even only an interest component) fully paid;

(12) 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*), that is:

(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 ordered to be cancelled or (B) the debts secured thereby have been fully repaid;

(13) mortgage loans secured by a mortgage created over real estate assets located in the Republic of Italy;

(14) mortgage loans which provide for either the direct debit of the borrower's bank account or the payment through *Single Euro Payments Area (SEPA) Direct Debit* of the relevant instalment, or whose instalments are proven to be paid through a the MAV (*Mediante Avviso*) payment method;

(15) mortgage loans which provide for the repayment of principal in several instalments in accordance with one of the following methods:

(a) the so called "French method", whereby the instalments in respect of each mortgage loan include a principal component, which decreases throughout the duration of the mortgage loan, and a variable interest component;

(b) the so called "constant instalment" method, whereby the relevant instalments are constant throughout the duration of the mortgage loans and include a principal component and an interest component both of which may vary in accordance with the increase or decrease, as the case may be, of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the mortgage loan;

(c) the so called "constant instalment" method, with "renegotiation clause" whereby the instalments are constant throughout the duration of the mortgage loan and include a principal component and an interest component both of which may vary in accordance with the increase or decrease, of the applicable rate of interest; any increase or decrease of the applicable rate of interest determines, respectively, the extension or the reduction of the duration of the mortgage loan. Moreover, by operation of the "renegotiation clause", 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;

(16) mortgage loans providing for monthly, quarterly or semi-annual instalments;

(17) mortgage loans secured by a mortgage hardened (*consolidata*) by the Valuation Date (included);

(18) mortgage loans which are secured by a mortgage created over real estate assets located in the Republic of Italy having residential features.

The Claims do not comprise those claims arising out of mortgage loans which albeit owned by C.R.Asti on the Valuation Date, and meeting the criteria set out above, also meet as of the Valuation Date (unless otherwise provided) one or more of the following criteria:

(1) mortgage loan in relation to which the debtor has agreed to a renegotiation proposal based on law decree No. 93 of 27 May 2008 as implemented by law No. 126 of 24 July 2008 and on the agreement between the Ministry of the Economy and Finance and the Italian Banking Association (ABI), by a post notice or by filing an acceptance letter with a branch of C.R.Asti;

(2) mortgage loans granted to, or assumed by (*accollati da*), an individual or an entity being an employee or a manager (pursuant to article 136 of the Consolidated 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 as joint account holder);

(3) mortgage loans granted to individuals pursuant to certain agreements executed between C.R.Asti and the relevant labour unions who (a) as at the execution date of the mortgage loan were employees of C.R.Asti or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the mortgage loan was granted to two or more individuals, one of which was not an employee of C.R.Asti S.p.A.) (b) are not employees of C.R.Asti 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 mortgage loans;

(4) mortgage loans advanced to public entities (*enti pubblici*);

(5) mortgage loans advanced to ecclesiastic entities (*enti ecclesiastici*);

(6) mortgage loans classified, as at the execution date, as "*agrari*" mortgage loans in accordance with articles 43, 44 and 45 of the Consolidated Banking Act;

(7) mortgage loans advanced under any applicable law or regulation of the European Union, the Republic of Italy (including law No. 949 of 25 July 1952) or of an Italian region providing for financial support of any kind with regard to principal and/or interest to the borrower (so called *mutui agevolati*);

(8) mortgage loans deriving from the apportionment into quotas (suddivisione in quote) of an existing loan in relation to which C.R.Asti has not been notified any "*accollo*" arrangement;

(9) mortgage loans which provided for disbursement in different tranches in accordance with the progression of the construction (*stato avanzamento lavori*), as long as not fully disbursed;

(10) "constant instalment" mortgage loans whose final expiry date, as a consequence of the increase of the applicable rate of interest, as contractually agreed, at the Valuation Date, corresponds to the maximum extension of the duration of the loan, such date being the maximum expiry date of the loan under the loan agreement;

(11) mortgage loans which are secured by a mortgage created over real estate assets located in the Republic of Italy having non-residential features;

(12) mortgage loans that at the Valuation Date, had two or more instalments, even inclusive of only an interest component, due and unpaid, even partially;

(13) mortgage loans that at the Valuation Date, had one instalment, even inclusive of only an interest component, due and unpaid, even partially, for more than 90 days;

(14) mortgage loans executed with, or assumed by, individuals or entities (in case of assumption, being jointly held) to whom, on or about the execution of the mortgage loan or at any following time during the duration of the mortgage 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, the "SAE 490" code (*Unità o società con più di venti addetti*), "SAE 491" code (*Unità o società con più di cinque e meno di venti addetti*), "SAE 481" code (*Unità o società con più di cinque e meno di venti addetti*), SAE 480 (*Unità o società con meno di cinque e meno di venti addetti*), SAE 283 (*Promotori finanziari*), SAE 280 (*Mediatori, agenti e consulenti di assicurazione*) or SAE 284 (*Altri ausiliari finanziari*) has been attributed;

(15) mortgage loans the principal debtor (or one or the principal debtors in those circumstances on which the mortgage loan has been granted to two or more individuals) of which, on the Valuation Date, falls within one of the following categories:

(a) "delinquent" (*inadempienze probabili*) ("*incagliato*")

(b) "defaulted" (*sofferenza*);

(c) "*sofferenza a sistema*";

(d) "past due";

(e) "past due forborne";

(f) "*ex sofferenza*";

by C.R.Asti *provided that*, with reference to the categories of paragraphs (a), (d) and (f) of the present criterion, the respective classification as "past due" (as defined by the Bank of Italy regulations), "past due forborne" and "delinquent" (*inadempienze probabili*), has been communicated to the debtor (or in those circumstances on which the mortgage loan has been granted to two or more individuals, only to the main debtor which results classified as above) by registered mail with return receipt bearing a date preceding the publication of these criteria in the Italian Official Gazette;

(16) mortgage loans in relation to which at the Valuation Date there is evidence that a guarantee has been granted on a cooperative or consortium basis under the nationwide mutual guarantee scheme (*i.e.* Confidi System);

(17) mortgage loans in relation to which (i) the debtor is benefiting of a total suspension of payments or (ii) the debtor is benefiting of the suspension of payments of the principal amount which is comprised in the due instalments (excluding mortgage loans with an initial pre-amortisation period); or (iii) the fact that it has the right to benefit from the suspensions indicated under (i) and (ii) above starting from a date subsequent to the Valuation Date or following a resolution adopted by C.R.Asti within the Valuation Date and notified by the latter to the debtor.

Purchase Price

The purchase price payable by the Issuer for the Claims (the "**Purchase Price of the Claims**") amounts to €664,995,000 calculated as the aggregate of the purchase price for each Claim (the "**Purchase Price of the Individual Claim**") (rounded down to the nearest € 1,000).

The Purchase Price of the Claims is required to be paid in full to the Originator, on the Issue Date or, if subsequent to the Issue Date, on the later of (i) the date of publication in the Gazette (*Gazzetta Ufficiale*) of the notice of the transfer as described in the Transfer Agreement and (ii) the date of registration (*iscrizione*) with the competent companies' register of the abovementioned notice of the transfer as described in the Transfer Agreement.

Payment of the Purchase Price of the Claims will be financed by, and will be limited recourse to, the proceeds of the issue of the Notes.

On the Initial Execution Date the Originator will deliver to the Issuer *ad hoc* solvency and good standing certificates evidencing that it is not and has not been subject to any insolvency proceeding and no petition for the submission to any applicable insolvency procedure has been submitted.

Economic effects

Economic effects related to the Transfer of the Claims

Under the Transfer Agreement, the Originator passed title to the Claims to the Issuer on the Initial Execution Date. However, Originator and the Issuer have agreed that the economic effects of the Transfer Agreement will take effect as of (but excluding) the Valuation Date. Accordingly, the Originator will pay to the Issuer within the day preceding the Issue Date, an amount equal to the sum of the following:

(a) any amount received by C.R.Asti, in respect of the Claims before (and including) the Valuation Date, if such amount was not correctly deducted when the outstanding principal amount of the Claims was calculated as at the Valuation Date, plus any interest accrued on such amount from 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 Senior Notes, as calculated on the Issue Date; and

(b) any other amount received by C.R. Asti the Valuation Date to (but including) the Initial Execution Date.

Purchase Price adjustment

The Transfer Agreement provides that if, at any time after the Initial Execution Date, one or more Claims do not meet the Criteria, set out in the Transfer Agreement and was therefore erroneously transferred to the Issuer, then such Claim(s) (the "**Excluded Claim(s)**") will be deemed not to have been assigned and transferred to the Issuer pursuant to the Transfer Agreement and the Originator will pay to the Issuer an amount equal to the sum of:

(i) an amount equal to, for each of the Excluded Claims, the Individual Purchase Price of the Claims; plus

(ii) the interest accrued on such Individual Purchase Price at a rate equal to the EURIBOR, *plus* 1.5%, as recorded on the date of receipt of the written communication by the party up to the date of the order to credit the sum referred to under previous point (i); minus

(iii) an amount equal to the aggregate of all the Collections recovered or collected by the Issuer (also through the Originator) after the Valuation Date in relation to such Excluded Claims.

The Transfer Agreement further provides that if, at any time after the Initial Execution Date, it emerges that one or more of the Claims not comprised among those set out under the Transfer Agreement which met the Criteria (the "**Additional Claim**") shall be deemed to have been assigned and transferred to the Issuer by the Originator on the Initial Execution Date. In respect of such Additional Claims, the Originator will pay the Issuer an amount equal to:

(i) the purchase price of the Additional Claim, calculated by applying the same method used to calculate the Individual Purchase Price of the Claims; minus

(ii) any amount collected or recovered from (and excluding) the Valuation Date onwards by the Originator under the relevant Additional Claim.

Accrued Interest Amount, Overdue Interest Amount, Deferred Interest Amount and Suspension Interest Amount

Moreover, in addition to the purchase of the Claims, the Issuer will pay to C.R.Asti:

(a) the "**Accrued Interest Amount**" ("*Rateo Interessi Maturati*"), being equal to the sum of all interest accrued but not due in respect of the Claims at the Valuation Date (inclusive) in respect of the Claims equal to Euro 227,044.68;

(b) the "**Overdue Interest Amount**" ("*Rateo Interessi Scaduti*"), being equal to the sum of all interest (including default interest) due but not paid in respect of the Claims as at the Valuation Date (included), in connection to the Claims equal to Euro 149,986.35, plus an amount equal to Euro 780.47 equal to the

difference between the Outstanding Principal at the Valuation Date (included) and the Purchase Price, equal to an aggregate amount of Euro 150,766.82;

(c) the "**Deferred Interest Amount**" ("*Interessi Dilazionati*"), being equal to all interest accrued, expired and deferred in respect of the Claims with reference to which a payment suspension agreement has been executed between C.R.Asti and the Borrower as at the Valuation Date (included), equal to Euro 86,649.83; and

(d) the "**Suspension Interest Amount**" ("*Interessi di Sospensione*"), being equal to all interest accrued but not expired in respect of the Claims with reference to which a payment holiday agreement has been executed between C.R.Asti and the Borrower as at the Valuation Date (inclusive), equal to Euro 682,368.37.

The Accrued Interest, the Overdue Interest, the Deferred Interest and the Suspension Interest shall be payable to the Originator in accordance with the applicable Priority of Payments commencing from the first Interest Payment Date.

Settlement expenses

The Transfer Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the 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 Transfer Agreement, shall be advanced by the Originator if the Issuer is the succumbing party (the "**Settlement Expenses Amount**"). The Issuer shall then reimburse to the Originator the Settlement Expenses Amount on the next subsequent Interest Payment Date, in accordance with the Priority of Payments.

Renegotiation of the Mortgage Loans

Under the Transfer Agreement, should a Borrower request to amend the terms and/or conditions of any Mortgage Loan, the Originator will be entitled to renegotiate, *inter alia*:

(i) the duration of the amortisation plan agreed in the Mortgage Loan agreement;

(ii) the interest computation method originally agreed by the parties to the Mortgage Loan;

(iii) the spread on the respective interest rate applied to the Mortgage Loan; and

(iv) the suspension of the payment of the principal component of either each instalment or the whole Mortgage Loan,

if and to the extent that, *inter alia*:

(a) the aggregate principal amount outstanding, as at the date of the Borrower's request, of the Mortgage Loans in relation to which the renegotiations under (i) above has been implemented does not exceed 9 per cent. of the Portfolio Outstanding Amount;

(b) the aggregate principal amount outstanding, as at the date of the Borrower's request, of the Mortgage Loans in relation to which the renegotiations under (ii) and (iii) above have been implemented do not exceed 12 per cent. of the Portfolio Outstanding Amount; and

(c) the aggregate principal amount outstanding, as at the date of the Borrower's request, of the Mortgage Loans in relation to which the renegotiations under (iv) above has been implemented does not exceed 11 per cent. of the Portfolio Outstanding Amount.

For the avoidance of doubt, the aggregate Outstanding Principal of all Claims shall be considered for the calculation of the above thresholds.

Repurchase of the Claims

Call Option

Pursuant to the Transfer Agreement, the Originator is given the right to repurchase from the Issuer (the "**Call Option**") one or more of the Claims (each the "**Claim to be Repurchased**") *provided that* the aggregate principal amount of the Loans on the Repurchase Valuation Date ("*Data di Valutazione del Riacquisto*", as defined under the Transfer Agreement) which have been already repurchased pursuant to the Transfer Agreement, taking into account also the outstanding principal amount of the Claims to be Repurchased on the relevant Repurchase Valuation Date, does not exceed:

(a) 2 per cent. of the aggregate Outstanding Principal of the Claims, if the relevant Claims to be Repurchased are being repurchased by C.R.Asti prior to 31 October 2025;

(b) 4 per cent. of the aggregate Outstanding Principal of the Claims, if the relevant Claims to be Repurchased are being repurchased by C.R.Asti prior to 31 October 2026;

(c) 6 per cent. of the aggregate Outstanding Principal of the Claims, if the relevant Claims to be Repurchased are being repurchased by C.R.Asti prior to 31 October 2027; and

(d) 8 per cent. of the aggregate Outstanding Principal of the Claims, if the Claims to be Repurchased are being repurchased by C.R.Asti after 31 October 2027.

For the avoidance of doubt, the aggregate Outstanding Principal of all Claims shall be considered for the calculation of the above thresholds.

Should the Originator decide to exercise the Call Option:

- the Originator will notify the Issuer and the Servicer, if different from the Originator, with a 3 (three) Business Days prior written notice specifying the Claim to be repurchased;
- the Issuer and the Originator will enter into a sale agreement under article 58 of the Consolidated Banking Act or under article 1260 et subs. of the Italian civil code;
- the purchase price of the Claim will be equal to the sum of: (i) the Outstanding Principal of the Mortgage Loan as at the Repurchase Valuation Date of the Claims, plus (ii) the amount of interest accrued but not paid and the amount of interest that will accrue on the Claim (including interest due and not paid, delay and penalty interest) pursuant to the mortgage loan agreement until the date when the Originator will have effectively paid the purchase price of such Claim, plus (iii) the amount of interest which will accrue on the Claim from the date of repurchase to the immediately subsequent Interest Payment Date, (the "**Repurchase Price**");
- the Repurchase Price shall be paid by the Originator to the Issuer at the time of execution of the sale agreement;
- at the same time as signing the transfer agreement of the Claims to be repurchased, C.R.Asti shall deliver to the SPV on the same date on the date of execution of the relevant transfer agreement:

  (a) a solvency certificate in the form set out in the Transfer Agreement;

  (b) a list of the Claims that have been repurchased pursuant to the Transfer Agreement during the immediately preceding quarterly period; and

  (c) a certificate of good standing issued by the competent C.C.I.A.A. attesting, *inter alia*, that the records of the C.R.A. Asti office show that it is not subject to the applicable insolvency procedures.

Redemption of the Notes

In addition, under the Transfer Agreement, the Originator will have the right on the earlier of (i) the Interest Payment Date falling on 27 June 2031 (included) and (ii) any Interest Payment Date on which the aggregate Outstanding Principal of the Claims is lower than, or equal to, 10% of the aggregate Outstanding Principal of all the Claims as at the Valuation Date to repurchase the Claims from the Issuer. The Issuer will sell the Claims

to the Originator *provided that* the purchase price payable by the Originator to the Issuer for the repurchase of the Claims, 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 Senior Notes on such Interest Payment Date, (ii) all interest accrued and not paid under the Senior 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.

Subrogation (*surrogazione*)

Under the Transfer Agreement, should a Borrower request the amendment of the terms and/or conditions of the Mortgage Loan, the 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 Consolidated Banking Act, by granting to the Borrower a mortgage loan for the purpose of repayment in full of the original Mortgage Loan, *provided that* the Borrower's request to amend the terms and/or conditions of the Mortgage Loan has been formalised in writing or the Borrower has submitted to the Originator a written statement issued by a bank different from the Originator showing the latter's intention to unilaterally subrogate the Originator in accordance with article 1202 of the Italian civil code and article 120-*quater* of the Consolidated Banking Act.

Additional Provisions

The Transfer Agreement contains a number of undertakings by the Originator in respect of its activities relating to the Claims. The Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the Claims which may prejudice the validity or recoverability of any of such Claims 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 Claims in the period of time between the Initial Execution Date and the later of (i) the date of publication of the notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (ii) the date of registration (*iscrizione*) with the competent companies' register of the notice of the transfer as described in the Transfer Agreement.

Insurance Policies

In connection with the Insurance Policies, the Originator has, *inter alia*, undertaken to ensure:

(i) with reference to the collective insurance policies executed by the Originator, that the Real Estate Assets will continue to have the benefit from such collective policies until the related Mortgage Loan is fully repaid; and

(ii) with reference to the insurance policies executed by the Borrowers and the other insurance policies, in respect of which the Borrowers have undertaken to pay to the insurance company the premia, that the Real Estate Assets will continue to have the benefit of the insurance coverage until the related Mortgage Loan is fully repaid. Thus, should a Borrower fail to pay the insurance premia as they fall due, the Originator will (upon becoming aware of the Borrower's failure) make the payment (the "**Insurance Premia**") to the insurance company in lieu of the Borrower.

The Originator will be entitled to a reimbursement, starting from the first Interest Payment Date and after submission of the documents evidencing the occurrence of such payment, from (i) the Borrower, to the extent that the Originator coincides with the Servicer, either (a) in respect of Mortgage Loans providing for a direct debit payment mechanism (*addebito diretto in conto corrente*) and upon satisfaction in full of any amounts due and payable to the Issuer by the Borrower, by debiting the current account opened by the Borrower with the Originator of an amount equal to the Insurance Premia thus paid by it or (b) in respect of Mortgage Loans providing for a SEPA (*Single Euro Payment Area*) or a MAV (*mediante avviso*) payment mechanism by collecting from the Borrower an amount equal to the Insurance Premia thus paid by the Originator or (ii) the Issuer, upon the Originator not coinciding with the Servicer, of the Insurance Premia thus paid by it in accordance with the applicable Priority of Payments.

In addition to the above, the Originator has also undertaken, pursuant to the Transfer Agreement, to transfer the benefit of the insurance policies in respect of the Mortgage Loans in favour of the Issuer.

Payments by the Issuer

The Insurance Premia, the Accrued Interest Amount, the Overdue Interest, the Deferred Interest, the Suspension Interest and any other amount owed to the Originator from time to time by the Issuer pursuant to the terms of the Transfer Agreement, with the exception of the Purchase Price will be qualified as "**Originator's Claims**" and will be paid by the Issuer to the Originator accordingly under the applicable Priority of Payments and subject to the Intercreditor Agreement commencing from the first Interest Payment Date.

The Transfer Agreement is governed by Italian law.

THE SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT

The description of the Servicing Agreement and 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 Servicing Agreement and of the Back-up Servicing Agreement. Prospective Noteholders may inspect a copy of the 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 Paying Agent.

On 18 September 2024, the Issuer appointed C.R.Asti (in such capacity, the "**Servicer**") as servicer of the Portfolio pursuant to the terms of a servicing agreement dated the Initial Execution Date between the Issuer and the Servicer (the "**Servicing Agreement**"),

Pursuant to the terms of the Servicing Agreement, the Servicer has agreed to administer and service the Mortgage 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 Servicer

The Servicer is responsible for the receipt of cash collections in respect of the relevant Mortgage 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*bis* of the Securitisation Law, the 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.

The Servicer has undertaken in relation to each of the relevant Mortgage Loans and related Claims, *inter alia*:

(a) to collect the Collections and to credit them (i) into an interim collection account opened in the name of the Servicer exclusively for the Securitisation by no later than 10 a.m. (Milan time) of the Business Day immediately following the receipt of the Collection, and then into (ii) the Collection Account by no later than 11 a.m. (Milan time) of the same Business Day;

(b) to strictly comply with the Servicing Agreement and the 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 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 Servicing Agreement;

(f) to maintain effective accounting and auditing procedures so as to ensure compliance with the provisions of the Servicing Agreement;

(g) save where otherwise provided for in the Collection Policy or other than in certain limited circumstances specified in the 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 Mortgage 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, operate an adequate supervision and information disclosure system with respect to the 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 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) interpret, consider and manage autonomously any issue arising out of the application of the Usury Law from time to time. The Servicer has undertaken, in carrying out such tasks and its functions pursuant to the Servicing Agreement, and in particular in the collection of the Claims, not to breach the Usury Law;

(j) 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 Claims and all the other amounts which are to be paid for any reason whatsoever in connection with the 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 Collections received; and

(k) on the first convenient opportunity after the date on which the transfer of the Claims has been published in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and the registration of such notice has been made in the competent companies' register, serve a notice of transfer to the Assigned Debtor, to the extent that such notice is required under the law and regulatory provisions from time to time applicable.

Pursuant to the Servicing Agreement, as far as it in the interest of the Noteholders and provided the conditions set forth in the Servicing Agreement are met, the Servicer may sell to third parties, on behalf and in the name of the Issuer, one or more Claims 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 Claims in order to verify the activities undertaken by the Servicer pursuant to the Servicing Agreement, *provided that* the Servicer has been informed at least two Business Days in advance of any such inspection.

Pursuant to the terms of the Servicing Agreement, the 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 Servicer of any obligation of the Servicer under the Servicing Agreement.

The Servicer has acknowledged and accepted that, pursuant to the terms of the 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 Servicing Agreement except as may result from the Issuer's willful default (*dolo*) or gross negligence (*colpa grave*).

Other provisions

Under certain circumstances and within the limits of 4 per cent. of the aggregate Portfolio Outstanding Amount, the 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* a further credit assessment of such new borrower is conducted by the Servicer in accordance with the lending criteria originally applied to determine the creditworthiness of the new borrower.

Following the classification of a Claim as Defaulted Claim, the Servicer, subject to certain conditions set out in the 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 and discharge the relevant Borrower in relation to a portion of the amount still due.

The Servicer has given the representations and warranties given on the IT systems, human resources and internal risk-management controls under clauses 6.7 and 6.8 of the Servicing Agreement. In particular, the Servicer has represented and warranted to use the CEDACRI management platform and has undertaken to promptly notify the Issuer in the event it should cease to use such management platform.

Remuneration of the Servicer

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio, on any relevant Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay to the Servicer the following fees (each inclusive of VAT, if applicable):

(a) for collection activities, an amount equal to 0.1 per cent. on an annual basis of the Outstanding Principal of the Claims (excluding the Defaulted Claims) 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 Portfolio, collected during the immediately preceding Collection Period; and (ii) a one-time fee of € 75 for each Claim qualified as Defaulted Claim for the first time during the immediately preceding Collection Period; and

(c) for advisory services and technical assistance an amount equal to € 10,000.00 (exclusive of VAT) on an annual basis.

"**Defaulted Claims**" means any Claim (i) with regard to which there are 15 (fifteen) or more Unpaid Instalments (in case of monthly payment), or 5 (five) or more Unpaid Instalments (in case of quarterly payment), or 3 (three) or more Unpaid Instalments (in case of semi-annual payment, or (ii) which is classified as defaulted (*crediti in sofferenza*) by the Servicer on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations. Any of them is 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 Mortgage 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 Mortgage Loan;

Subordination and limited recourse

The Servicer has agreed that the Issuer's payment obligations under the 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 Servicer and withdrawal of the Issuer

The Issuer may terminate the appointment of the Servicer (*revocare il mandato*), pursuant to article 1725 of the Italian civil code, or withdraw from the 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 Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency of the Servicer has been filed with the competent office or the Servicer has been admitted to the procedures set out in articles 70 and followings or 76 of the Consolidated Banking Act, or a resolution is passed by the Servicer with the intention of applying for such proceedings to be initiated or for the voluntary winding-up;

(b) failure on the part of the Servicer to deliver and pay any amount due under the Servicing Agreement within 5 (five) Business Days from the date of which the relevant delivery or payment became due;

(c) failure on the part of the Servicer, once a 10-Business Day notice period has elapsed, to observe or perform in any respect any of its obligations under the Servicing Agreement, the Warranty and Indemnity Agreement, the Transfer Agreement or any of the Transaction Documents to which the Servicer is a party which could affect the fiduciary relationship between the Servicer and the Issuer;

(d) a representation given by the Servicer pursuant to the terms of the Servicing Agreement is verified to be false or misleading in any material aspect and this could have a material negative effect on the Issuer and/or the Securitisation;

(e) the Servicer changes significantly the departments and/or the resources in charge of the management of the Claims and the Proceedings and such change reasonably renders more burdensome to the Servicer the fulfilment of its obligations under the Servicing Agreement; and

(f) the 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 terminate (*risolvere*) the 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 Servicer to deliver and pay any amount due under the Servicing Agreement within 5 Business Days from the date on which the delivery or payment became due;

(b) failure on the part of the Servicer, once a 10-day notice period has elapsed, to observe or perform in any respect certain obligations listed in the Servicing Agreement;

(c) a representation given by the Servicer pursuant to the terms of the Servicing Agreement is verified to be false or misleading in any material aspect 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 Servicing Agreement with prior written notice to the Representative of the Noteholders and to the Rating Agencies.

Moreover, the Servicer is entitled to resign from the 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 Servicer, the Issuer shall promptly commence procedures necessary to appoint a substitute servicer.

The termination and the resignation of the 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**"), Banca Valsabbina S.c.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 Servicing Agreement in the event of C.R.Asti, as the case may be, ceasing to act as Servicer of the Initial Portfolio, as the case may be, under the 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 five 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 Consolidated 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 Mortgage Loans.

The Servicing Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the Servicer concerning the termination of the appointment of the Servicer. In such a situation the costs and fees of the deciding arbitrator, appointed pursuant to the Servicing Agreement, shall be borne by the Servicer.

Upon termination of appointment of the Servicer, the substitute servicer must execute a servicing agreement with the Issuer substantially in the form of the Servicing Agreement and must accept all the provisions and obligations set out in the Intercreditor Agreement.

Both the Servicing Agreement and the Back-up Servicing Agreement are governed by Italian law.

THE WARRANTY AND INDEMNITY AGREEMENT

The description of the Warranty and Indemnity 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 the 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 Paying Agent.

On 18 September 2024, the Issuer, on the one hand, C.R.Asti on the other hand, entered into a warranty and indemnity agreement (the "**Warranty and Indemnity Agreement**"), pursuant to which C.R.Asti has made certain representations an d warranties and agreed to give certain indemnities in favour of the Issuer in relation to the Initial Portfolio.

The Warranty and Indemnity Agreement contains representations and warranties by the Originator in respect of, *inter alia*, the following:

1. the relevant Mortgage Loans, the Claims, the relevant Mortgages and any collateral security related thereto and transferred to the Issuer pursuant to the Transfer Agreement (the "**Related Security**");

2. the real estate assets which have been mortgaged to secure the Claims (the "**Real Estate Assets**");

3. the disclosure of information; and

4. the Securitisation Law and article 58 of the Consolidated Banking Act.

Amongst others, the Originator has represented and warranted that the Claims are fully and unconditionally owned and available to the Originator and are not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charge in favour of any third party (except any charge arising from the applicable mandatory law) or other charge in favour of any third party.

In addition to that, the Originator has represented and warranted that on the Initial Execution Date the Claims are homogeneous the Mortgage Loans have been granted in the Originator's ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential". In addition to that, the Originator has represented and warranted that, with respect to each Claim, each Borrower has paid at least one instalment (including principal and interest or interest only) of the amortisation plan as at the Valuation Date and that the Claims were not classified, on the Valuation Date, as in "*default*", "*past due*", "*unlikely to pay*", "*sofferenza a sistema*", "*potenziale anomalo*", past due forborne or which is re-performing ("*ex sofferenza*") has been transferred to the Issuer.

The Originator has represented and warranted, amongst others, that the Claims are based (1) on the IRS, with respect to the fixed interest Mortgage Loans and (2) Euribor, or any other interest rate generally applied on the market, with respect to the Mortgage Loans providing for a variable interest rate and, in any event, for both (1) and (2) above, such rates do not refer to complex formulae or derivatives; moreover, the Originator has represented and warranted that the Mortgage Loans are denominated in Euro (or have been originally disbursed in another currency and subsequently re-denominated in Euro).

Furthermore, the Originator has represented and warranted that (1) the purchase price of the Claims received by them, as determined in accordance with the Transfer Agreement and on the basis of the payment conditions and mechanisms set forth therein, is equal to the effective value of the Claims owned by the Originator *vis-à-vis* the underlying Borrowers and (2) the loan agreement from which the Claims arise has been entered into and the loan has been made available by the Originator in compliance with the "*Procedure di Erogazione*" attached as schedule 2 to the Warranty and Indemnity Agreement.

Time for making representations and warranties

All representations and warranties set forth in the Warranty and Indemnity Agreement shall be deemed to be given or repeated:

(a) on the date of the Warranty and Indemnity Agreement;

(b) on the Initial Execution Date;

(c) on the Issue Date,

with reference to the 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 date hereof 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 the Warranty and Indemnity Agreement, the 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 Originator in the performance of any of its obligations under the Warranty and Indemnity Agreement or any of the other Transaction Documents or any representations and/or warranties made by the Originator thereunder or being false, incomplete or incorrect.

The 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 Mortgage Loans. If the contractual provisions obliging the Borrower to pay interest on any Mortgage Loan at any time become null and void as a result of a breach of the provisions of the Usury Law, then the Originator's obligation to indemnify the Issuer shall also cover the amount of any interest (including default interest) which would have accrued on such Mortgage Loans (in any case within the limits set by the Usury Law) up to full repayment of the same.

Moreover, the 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 Originator under the Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more 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 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 Originator all of the 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 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 Originator will be required to pay to the Issuer, within 15 (fifteen) Business Days from the date of receipt by the Originator of the Put Option Notice, an amount equal to:

(a) the Individual Purchase Price of the Affected Claims (as indicated in the Transfer Agreement); plus

(b) the interest accrued on such Individual Purchase Price from (but excluding) the Valuation Date to the Interest Payment Date immediately following the date of receipt of the Put Option Notice of the amount described under paragraph above by the Issuer at a rate equal to the weighted average of the interest rates payable on the Notes, as calculated on the immediately preceding Interest Payment Date, plus the proportion of the senior expenses (i.e. those expenses paid or payable by the SPV which in the Priority of Payment rank prior to interests payable in respect of the Notes) calculated in relation to the proportion between the outstanding principal of the Affected Claim and the outstanding principal of the Notes; minus

(c) an amount equal to the aggregate of all the Collections recovered or collected by the Issuer (also through the Originator) after the Valuation Date in relation to such Affected Claims.

The 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. The Originator acknowledges that the obligations of the Issuer contained in the

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 Agreement is governed by Italian law.

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 Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

(a) the 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); and

(d) the Transaction Bank, for the purpose of, *inter alia*, establishing and maintaining 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 the Accounts with the Transaction Bank.

The Transaction Bank will operate each of the Accounts in the name of and on behalf of the Issuer in accordance with the provisions of the Transaction Bank's standard form of account opening (with the exception of those clauses which are inconsistent with certain provisions of the Agency and Account Agreement or the Intercreditor Agreement) and will be operated, and the amounts standing to the credit thereof will be debited and credited, by the Transaction Bank, in accordance with the instructions of the Issuer, the Representative of the Noteholders and the Computation Agent, as the case may be, in accordance with the terms of the Agency and Accounts Agreement and the other Transaction Documents.

The Transaction Bank will operate the Accounts pursuant to the terms of a power of attorney in the form provided in the Agency and Account Agreement, granted to the Transaction Bank by the Issuer.

On each Reporting Date, the Transaction Bank will deliver to the Issuer, the Representative of the Noteholders, the Servicer and the Computation Agent a copy of a statement of accounts setting out the balance of the Accounts as at the end of the preceding Collection Period and showing all payments made to and from all securities credited to and debited from each of such Accounts in the preceding Collection Period (each, a "**Statement of the Accounts**").

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 as better described in the Agency and Account Agreement.

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, Euronext Securities Milan 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; 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**".

The Transaction Bank shall not purchase 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 Paying Agent, the Arranger, the Paying Agent, the Computation Agent, the Servicer 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:

(a) the Statements of the Accounts prepared by the Transaction Bank on the Reporting Dates;

(b) the Servicer Report prepared by C.R.Asti by no later than each Reporting Date;

(c) the determinations received from the Agent Bank concerning the Rate of Interest, Interest Amount and the Interest Payment Date;

(d) if any, the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date as indicated by the Servicer at least 2 (two) Business Days before the Calculation Date;

(e) if any, the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date, as indicated by the Transaction Bank at least 2 (two) Business Days before the Calculation Date;

(f) the amount invested in Eligible Investments (if any and to the extent that the Eligible Investments Securities Account has actually been opened) out of the Cash Reserve Account on the immediately preceding Investment Date, as indicated by the Transaction Bank at least 2 (two) Business Days before the Calculation Date; and

(g) the calculations made by the Subordinated Loan Provider under the Subordinated Loan Agreement;

(h) the instructions and determinations of the Issuer, Euronext Securities Milan and the Corporate Servicer; and

(i) the information on the Payment Holiday Amount received from C.R.Asti under the Servicing Agreement,

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, on each Calculation Date:

(a) the Issuer Available Funds;

(b) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(c) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;

(d) the Principal Amount Outstanding of the Notes of each Class on the next following Interest Payment Date (after deducting any Principal Payments to be made on that Interest Payment Date);

(e) the Cash Reserve after draw-down and replenishment on the immediately following Interest Payment Date;

(f) 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;

(g) the amounts payable to the Subordinated Loan Provider under the Subordinated Loan Agreement;

(h) the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date;

(i) the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date;

(j) the amount invested in Eligible Investments out of the Cash Reserve Account on the immediately preceding Investment Date;

(k) the amount to be credited to the Cash Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(l) the Target Cash Reserve Amount;

(m) the Junior Notes Additional Remuneration; and

(n) 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 Issuer, the Servicer, the Corporate Servicer, each of the Rating Agencies, the Paying Agent, the Transaction Bank, the Swap Counterparty, the Arranger, the Representative of the Noteholders 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 and the Class J Notes and 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; and

(c) the Target Cash Reserve Amount,

(the "**Provisional Payments Report**").

On the Calculation Date immediately following the Interest Payment Date on which a Servicer Report Delivery Failure Event has occurred, subject to receipt of the Servicer Report, the Computation Agent (A) will calculate the amounts from (a) to (c) above making any necessary adjustments to take into account any differences and/or discrepancies between (i) the amounts paid on the immediately preceding Interest Payment Date on the basis of the Provisional Payments Report and (ii) the actual amounts that would have been due on such Interest Payment Date had the 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 Paying Agent, the Servicer and the Transaction Bank a report setting forth such determinations and amounts.

In addition to the Payments Report, the Computation Agent will prepare, subject to the timely receipt of all necessary information from the relevant parties, and deliver to, among others, the Issuer, the Representative of the Noteholders, the Arranger, the Servicer, each of the Rating Agencies, any stock exchange on which the Notes are listed, by no later than the fifteenth Business Day immediately following each Interest Payment Date, a report substantially in the form set out in the Agency and Accounts Agreement and as required in order to comply with article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (the "**Regulatory Technical Standards**") set out in article 2 paragraph 1 of European Commission Delegated Regulation 1225/2020 of 20 October 2019 (the "**Regulatory Investor Report**"). The first Regulatory Investor Report will be delivered by no later than fifteen Business Days immediately following the Interest Payment Date falling in December 2024.

The Regulatory Investor Report will contain, *inter alia*, the following information, referred to, where applicable to the immediately preceding Interest Payment Date:

1. a transaction Overview setting out the main definitions and the main parties to the Transaction Documents;

2. the Issuer Available Funds;

3. Pre-Enforcement Priority of Payments and, as the case may be, the Post-Enforcement Priority of Payments, and the relevant amounts paid by the Issuer on the immediately preceding Interest Payment Date;

4. information on the Notes;

5. information on the Subordinated Loan;

6. the Expenses Reserve and the Cash Reserve;

7. a description of the Portfolio and relating credit quality and performance of the Claims;

8. information on the risk retained, including information on which of the modalities provided for in article 6, paragraph 3 of the EU Securitisation Regulation has been applied, in accordance with article 6 of the EU Securitisation Regulation;

9. information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation; and

10. any other information and data required from time to time pursuant to article 7, paragraph 1, letter (e) of the EU Securitisation Regulation and relevant implementing provisions.

Copies of the Regulatory Investor Reports will be available, free of charge, at the Specified Offices of the Paying Agent.

The Regulatory Investor Report will be made available to the Noteholders, to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors, as provided for in article 7, paragraph 1, letter (e) of the EU Securitisation Regulation, and will also be available on the website of the Computation Agent, currently at https://home.kpmg.com/it/it/home/services/Accounting.html, as well as on the website of European DataWarehouse (being, as at the date of the Prospectus, https://eurodw.eu), on which it will be made available by the Issuer in its capacity as Reporting Entity in accordance with the Agency and Accounts Agreement and pursuant to the EU Securitisation Regulation.

The Computation Agent will prepare on behalf of the Reporting Entity, without undue delay, a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation (the "**Inside Information and Significant Events Report**"). The Inside Information and Significant Events Report will be prepared subject to the timely receipt of all necessary information from the relevant parties, and to deliver via facsimile transmission (anticipated by email) such Inside Information and Significant Events Report to the Issuer, the Reporting Entity, the Representative of the Noteholders, the Corporate Servicer, the Paying Agent and the Arranger. The Inside Information and Significant Events Report will be made available without delay

to the Noteholders and to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors by the Reporting Entity.

It is understood that the Regulatory Investor Report and the Inside Information and Significant Events Report shall be deemed to have been produced on behalf of the Issuer, under C.R.Asti full responsibility, with reference to the information that C.R.Asti has the obligation to make available (or cause to make available, if the case) to investors under article 7, paragraph 1, letters (e), (f) and (g) of the EU Securitisation Regulation, as the case may be.

The Computation Agent will amend and supplement the Regulatory Investor Report, once the Regulatory Technical Standards will enter into force and, as a result, any such amended template of the Regulatory Investor Report shall be deemed to replace the template attached as schedule 3 to the Agency and Accounts Agreement, and in such respect the Parties to such Agreement will cooperate with the Computation Agent in order to ensure a timely update of the templates of the Regulatory Investor Report.

Duties of the Paying Agent

The 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 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 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 Paying Agent may rely on the instructions and determinations of the Issuer, Euronext Securities Milan 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 45 (forty-five) 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 45 (forty-five) 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 the Agency and Accounts 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 Payments Account, a replacement Expenses Account, a replacement Eligible Investments Securities Account and a replacement Cash Reserve Account with the successor Transaction Bank specified in (a) above;

  (iii) transfer the balance and/or securities standing to the credit of, or deposited with, respectively, the Collection Account, the Payments Account, the Expenses Account, the Eligible Investments

Securities Account and the Cash Reserve Account to the credit of each of the relevant replacement accounts set out above;

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

(v) close the original Collection Account, the Payments Account, the Expenses Account, the Eligible Investments Securities Account and the Cash Reserve 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 Paying Agent ceases to be an Eligible Institution, the Issuer will, by no later than 45 (forty-five) calendar days from the date when the Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Paying Agent and appoint a substitute Paying Agent which is an Eligible Institution, *provided that* the administrative costs incurred with respect to the selection of a successor Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Paying Agent) shall be borne by the Paying Agent.

General Provisions

The 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 willful misconduct or negligence, 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 45 (forty-five) days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to appoint a successor within such period, the 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 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 Paying Agent.

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 quotaholder, 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.

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 Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), the Corporate Servicer, the Stichting Corporate Services Provider 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 5(a)(iii) (*Disposal of assets*), deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments.

Pursuant to the Intercreditor Agreement, C.R.Asti will act as Reporting Entity in relation to the Claims, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation. Before the Issue Date, the following information has been made available to prospective Noteholders and competent supervisory authorities pursuant to article 29 of the EU Securitisation Regulation by means of publication through the Securitisation Repository, pursuant to article 22, paragraphs 1 and 5 of the EU Securitisation Regulation:

(a) the Loan by Loan Report;

(b) drafts of the Transaction Documents; and

(c) the draft notification referred to in article 27 of the EU Securitisation Regulation.

C.R.Asti has represented to the Issuer and the Representative of the Noteholders, on its own behalf and on behalf of the Noteholders, that:

(a) this Prospectus contains: (i) data on static and dynamic historical default and loss performance, including delinquency and default data, for substantially similar exposures to the Claims covering a period of five years before the Issue Date, (ii) the sources of those data; and (iii) the basis for claiming similarity; and

(b) before the Issue Date a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between the Originator, the Noteholders, other third parties and the Issuer (the "**Liability Cash Flow Model**") has been made available to potential investors in the Notes through the Securitisation Repository, pursuant to article 22, paragraph 3 of the EU Securitisation Regulation.

C.R.Asti will make available the Liability Cash Flow Model to the Noteholders on an ongoing basis through the Bloomberg platform and to potential investors in the Notes upon request, pursuant to article 22, paragraph 3 of the EU Securitisation Regulation.

Starting from the Initial Execution Date C.R.Asti in its capacity as Reporting Entity will, by no later than the month following the Interest Payment Date, prepare a report containing the information on the Claims necessary to comply with the EU Securitisation Regulation and the relevant Regulatory Technical Standards and related to the immediately preceding Collection Period, substantially in the form published by the European Central Bank on 18 June 2013 and named "*ECB RMBS Template, Version 28*" (the "**Loan by Loan Report**"). C.R.Asti shall make available the Loan by Loan Report to the Issuer, the Arranger, the Computation Agent, the Representative of the Noteholders, the Rating Agencies, the Noteholders, the authorities referred to under article 29 of the EU Securitisation Regulation and, upon request, potential investors in the Notes, by uploading such report into the website of European DataWarehouse.

C.R.Asti, within fifteen days from the Issue Date, will make available on the website of European DataWarehouse final versions of the Transaction Documents, this Prospectus and the notification referred to in article 27 of the EU Securitisation Regulation.

Under the Intercreditor Agreement, the parties thereto have acknowledged that, as at the date of this Prospectus, European DataWarehouse is registered in accordance with article 10 of the EU Securitisation Regulation.

Finally under the Intercreditor Agreement, the Originator has undertaken to refrain from carrying out activities with respect to the Claims which may prejudice the validity or recoverability of any of such Claims or the Related Security or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Claims after the date on which the transfer formalities envisaged in the Transfer Agreement (*i.e* publication of the notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and registration (*iscrizione*) with the competent companies' register of the notice of assignment) have been completed.

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 Itinerary (the "**Quotaholder's Commitment**") contains, *inter alia*, provisions in relation to the management of the Issuer.

The Quotaholder's Commitment also provides that Stichting Itinerary 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 and C.R.Asti (in such capacity, the "**Subordinated Loan Provider**", C.R.Asti has agreed to grant to the Issuer a subordinated loan in an initial amount equal to €11,086,000 (the "**Initial Draw Down**") and has undertaken to grant Additional Draw Downs (as this expression is defined under the Conditions) up to a maximum amount equal to the then current Payment Holiday Amount (as this expression is defined under the Conditions) (the "**Subordinated Loan**").

The Subordinated Loan will be repaid in accordance with the applicable Priority of Payments. The initial amount under the Subordinated Loan will be drawn down by the Issuer on the Issue Date and immediately credited to the Cash Reserve Account, except for Euro 50,000 which will be credited to the Expenses Account.

The Subordinated Loan Agreement is governed by Italian law.

The Letter of Undertaking

Pursuant to a letter of undertaking dated the Signing Date (the "**Letter of Undertaking**") between the Issuer, the Representative of the Noteholders and C.R.Asti (in such capacity, the "**Financing Bank**"), the Financing Bank has undertaken to provide the Issuer with all necessary monies (in any form of financing deemed appropriate by the Representative of the Noteholders, for example by way of a subordinated loan, the repayment of which is to be made in compliance with item (xiii) of the Pre-Enforcement Priority of Payments or, as the case may be, item (x) of the Post-Enforcement Priority of Payments) in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of:

(a) any tax expenses or tax liability which the Issuer is at any time obliged to pay other than: (i) any VAT due in respect of the Transaction Documents or the purchase of services or goods by the Issuer (other than by reason of a change in law or the interpretation or administration thereof since the Issue Date); (ii) any documentation tax applicable in respect of the Transaction Documents; and (iii) any court tax applicable to the Issuer, other than those provided for by the Servicing Agreement;

(b) any other costs, charges or liabilities arising in connection with regulatory or supervisory requirements (including as a result of any change of law or regulation or interpretation or administration thereof since the Issue Date) but excluding any amounts payable by the Issuer under the Transaction Documents (including, for the avoidance of doubt, any amount due and payable under the Notes); and

(c) any other costs, charges or liabilities which may affect the Issuer (other than losses, costs, expenses or liabilities in respect of the normal day to day operating costs of the Issuer) and which are not directly related to the Securitisation,

but, in each case, with the exception of any losses, costs, expenses or liabilities borne by the Issuer as a consequence of events or situations caused by the fraudulent or negligent conduct of the Issuer or of any other third party (other than the Originator) who provides any services in relation to any of the Transaction Documents.

In addition, the Financing Bank has undertaken to ensure that the Issuer is not wound up by reason of the Issuer's equity capital falling below the minimum equity capital required from time to time by Italian law, as a result of any losses, costs, expenses or liabilities arising in respect of paragraph (a), (b) or (c) above in respect of which the Financing Bank is obliged to provide the Issuer with a financing as indicated above.

Prospective Noteholders' attention is drawn to the fact that the Letter of Undertaking does not and will not constitute a guarantee by C.R.Asti of any obligation of a Borrower or the Issuer.

The Letter of Undertaking is governed by Italian law.

The Stichting Corporate Services Agreement

Under the terms of the stichting corporate services agreement entered into on or about the Issue Date between M&G Trustee Company Limited, in its capacity as the stichting corporate services provider (the "**Stichting Corporate Services Provider**"), the Quotaholder and the Issuer (the "**Stichting Corporate Services Agreement**"), certain rules shall be set out in relation to the financial services to, and the management and

administration of the Quotaholder and its rights and obligations in the context of the Securitisation as well as with respect to its remuneration for such activities.

The Stichting Corporate Services Agreement is governed by Italian law.

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 Mortgage Loans will be repaid, and a number of other relevant factors are unknown.

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in net reduction of principal of such security (assuming no losses).

The following table shows the estimated weighted average life of the Class A Notes and was prepared based on the characteristics of the Mortgage Loans included in the Portfolio and on additional assumptions, including the following:

(i) all Mortgage Loans are duly and timely paid and there are no delinquencies or defaults in payments;

(ii) the constant prepayment rate as per table below, has been applied to the Portfolio in homogeneous terms;

(iii) no Events of Default under the Conditions and no Servicer Report Delivery Failure Event occur;

(iv) the Originator will not exercise the rights of renegotiation, repurchase right and subrogation (*surrogazione*) in respect of the Claims and/or the Mortgage Loans provided for under clause 8, clause 9 and clause 10 of the Transfer Agreement;

(v) the Issuer will not exercise the option to redeem the Notes pursuant to Condition 7(c) and/or to Condition 7(d) (*Optional Redemption for Taxation, Legal or Regulatory Reasons*) occur in respect of the Notes;

(vi) the terms of the Mortgage Loans will not be affected by any legal provision authorising borrowers to suspend payment of interest and/or principal instalments;

(vii) all the fixed rate Mortgage Loans included in the Portfolio have been considered to bear the weighted average fixed rate calculated as of the Effective Date until their maturity date;

(viii) all the floating rate Mortgage Loans included in the Portfolio have been considered to bear the weighted average spread calculated as of the Effective Date until their maturity date;

(ix) the 3month and 6month Euribor forward curve are the ones available at 31/10/2024; and

(x) the fees and the costs payable under the Transaction Documents by the Issuer in connection with the Securitisation under the items from (i) to (iii) of the Pre-Enforcement Priority of Payments have been included.

The actual performance of the Mortgage Loans is likely to differ from the assumptions used in constructing the tables set forth below, which is hypothetical in nature and is provided only to give a general sense of how the principal cash-flows might behave. Any difference between such assumptions and the actual characteristics and performance of the Mortgage Loans will cause the estimated weighted average life and the principal payment window of the Rated Notes to differ (which difference could be material) from the corresponding information in the following table.

CPR	**WAL Class A1 Notes (Years)**	**WAL Class A2 Notes (Years)**
0%	7.72	3.85
2%	6.60	3.14
4%	5.74	2.64
5%	5.38	2.44
6%	5.06	2.27
7%	4.77	2.12

The estimated maturity and the estimated weighted average life of the Rated Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding certain Italian tax consequences of the purchase, holding and transfer of the Notes are based on the laws in force in Italy and Italian published 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 date of this Prospectus to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this overview could become invalid.

Law No. 111 of August 2023 delegated the Italian Government to enact, within the next twenty-four months, one or more legislative decrees to reform the Italian tax system (Tax Reform). According to this law, the Tax Reform could significantly change the taxation of financial income and capital gains and introduce several amendments in the Italian tax system at different levels. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with any certainty at this stage. Therefore, the information provided in this Prospectus may not reflect the future tax framework.

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 any difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or bond-like securities (*titoli similari alle obbligazioni*) issued, *inter alia*, by Italian companies incorporated pursuant to Law No. 130 of 30 April 1999.

Italian resident Noteholders

Where an Italian resident beneficial owner of the Notes ("**Noteholder**") is (i) an individual (not engaged in an entrepreneurial activity to which the Notes are effectively connected); (ii) a non-business partnership pursuant article 5 of Decree 917 (other than *società in nome collettivo, società in accomandita semplice* or a similar entity), *de facto* partnership not carrying out commercial activities or professional association; (iii) a non-business private or public entity (other than Italian undertakings for collective investment) or trust not carrying out commercial activities; or (iv) an investor exempt from Italian corporate income taxation, interest (including any 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 a tax withheld at source (*imposta sostitutiva*), levied at the rate of 26 per cent., unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorised intermediary and, if meeting the relevant conditions, has validly opted for the application of the *risparmio gestito* regime provided for by article 7 of Italian Legislative Decree No. 461 of 21 November 1997 ("**Decree 461**"). In such latter case the Noteholder is subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets accrued at the end of each fiscal year (which increase would include interest accrued on the Notes). The substitute tax is applied on behalf of the taxpayer by the managing authorised intermediary. For more information, see also "*Tax treatment of capital gains*" below. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

If the Noteholders described under clauses (i) or (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax. Interest will be subject to *imposta sostitutiva* on a provisional basis and will then be included in the relevant beneficial owner's income tax return. As a consequence, interest will be subject to the ordinary income tax and *imposta sostitutiva* may be recovered as a credit that can be offset against the income tax due.

Where an Italian resident Noteholder is a company or similar business 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 any difference between the redemption amount and the issue price), premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included

in the relevant Noteholder's income tax return and are therefore subject to ordinary Italian corporate taxation ("**IRES**") plus, in case of banks and certain financial institutions (other than asset management companies and Italian *società di intermediazione mobiliare*), an IRES surtax of 3.5 per cent. (and, in certain circumstances, depending on the "status" of the Noteholder, also to the regional tax on productive activities ("**IRAP**")).

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 any 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 requirement), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 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 by Italian tax law.

Under Italian Law Decree No. 351 of 25 September 2001 ("**Decree 351**"), converted into law with amendments by Italian Law No. 410 of 23 November 2001, article 32 of Italian Law Decree No. 78 of 31 May 2010, converted into law with amendments by Law No. 122 of 30 July 2010, and article 2(1)(c) of Decree 239, payments of interest (including any difference between the redemption amount and the issue price), premium or other proceeds in respect of the Notes, timely deposited (together with the relevant coupons) with an authorised intermediary, made to Italian resident real estate investment funds in accordance with article 37 of legislative decree No. 58 of 24 February 1998 ("**Decree 58**") ("**Italian Real Estate Fund**"), are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Italian 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 or disposal 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 irrespective of any actual distribution.

Pursuant to article 9 of legislative decree No. 44 of 4 March 2014, the same regime applicable to Italian Real Estate Funds also applies to interest payments made to closed-ended real estate investment companies (*società di investimento a capitale fisso*) exclusively or primarily investing in real estate which meet the requirements expressly provided by applicable law ("**Real Estate SICAF**").

Where an Italian resident Noteholder is an open-ended or a closed-ended collective investment fund ("**Investment Fund**"), a *società di investimento a capitale variabile* ("**SICAV**") or a *società di investimento a capitale fisso* other than a Real Estate SICAF ("**SICAF**") established in Italy, and either (i) the Fund, the SICAV or the SICAF or (ii) its manager is subject to the supervision by the competent regulatory authority 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*. Interest premium and other income must, however, be included in the management results of the Investment Fund, the SICAV or the SICAF accrued at the end of each tax period. The Investment Fund, the SICAV or the SICAF will not be subject to IRES, IRAP and *imposta sostitutiva*, but 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 any 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 Pension Fund as calculated at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth by Italian tax law.

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 Economy and Finance (each, an "**Intermediary**"), as subsequently amended and integrated.

An Intermediary must (i) be resident in Italy or a permanent establishment in Italy of a non-Italian resident financial intermediary or an organisation or a company not resident in the Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which includes Euroclear and Clearstream) having appointed an Italian representative for the purposes of Decree 239; 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 change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied in any case and withheld by any Italian financial intermediary paying interest to a Noteholder (or, absent that, 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 (i) resident, for tax purposes, in a country which is included in the list of countries and territories that allow an adequate exchange of information with Italy (the "**White List States**") as contained (x) in the Decree of the Ministry of Economy and Finance of 4 September 1996, as subsequently amended and restated or (y) once effective in any other decree or regulation that may be issued in the future under the authority of article 11(4)(c) of Decree 239 to provide the list of such countries and territories; (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, whether or not subject to tax, which is establishment in a White List State, even if it is not a taxable person in its own country of establishment.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected must be the beneficial owners of the payments of interest, premium or other income and timely deposit, directly or indirectly, the Notes (together with the coupons relating to such Notes) with:

(a) a resident bank or financial institution or a permanent establishment in Italy of a non-Italian resident bank or financial institution 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 (the "First Level Bank"), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); or

(b) an Italian resident bank or SIM, or a permanent establishment in Italy of a non-resident bank or brokerage company (SIM), acting as depositary or sub depositary of the Notes appointed to maintain direct relationships, via telematics link, with the Department of Revenue of the Ministry of Economy and Finance ("Second Level Bank"). Organisations and companies that are not resident of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Economy and Finance (which include Euroclear and Clearstream) are treated as Second Level Banks, *provided that* they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to article 80 of Italian Legislative Decree No. 58 of 24 February 1998) for the purposes of the application of Decree 239. In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank.

The exemption from the *imposta sostitutiva* for non-Italian resident Noteholders is conditional upon:

(a) the status of effective beneficial owners of payments of Interest on the Notes;

(b) the deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and

(c) the submission, at the time or before the deposit of the Notes, to the First Level Bank or the Second Level Bank (as the case may be) of an affidavit by the relevant Noteholder (autocertificazione), to be provided only once, in which it declares, *inter alia*, that it is the beneficial owner of any interest on the Notes, and it is eligible to benefit from the exemption from the *imposta sostitutiva*.

The affidavit, 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, as subsequently amended and supplemented, and is valid until withdrawn or revoked (unless some information provided therein has changed). In the case of institutional investors which are not taxable persons in their own country, the institutional investor is considered the beneficial owner and the statement under (c) above shall be issued by the relevant management body or by the legal representative.

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 do not fall in any of the abovementioned categories or do not timely and properly comply with the set procedural requirements.

Tax treatment of capital gains

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 (a) Italian resident companies; (b) Italian resident business entities; (c) permanent establishments in Italy of foreign companies to which the Notes are effectively connected; or (d) Italian resident individuals carrying out a commercial activity to which the Notes are connected.

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 (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-business partnership, (iii) a non-business private or public institution, 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 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 Noteholders under (i) to (iii) above, 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. The relevant Noteholder 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.

As an alternative to the tax declaration regime, Italian resident Noteholders under (i) to (iii) above 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 (including permanent establishments in Italy of non-resident intermediaries); and (ii) an express election for the *risparmio amministrato* regime being made timely 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 (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the Noteholder, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains/losses in its annual tax return.

Any capital gains realised by Italian resident Noteholder under (i) to (iii) above 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 and offset against any increase in value of the managed assets accrued in any of the four following tax years. 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 requirement), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 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 by Italian tax law.

Any gain realised upon the sale or the redemption of the Notes would be treated as part of the taxable business income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar business entity (including the Italian permanent establishment of non-resident entities to which the Notes are connected), a business partnership or an Italian resident individual engaged in an entrepreneurial activity to which the Notes are connected.

Any capital gains realised by a Noteholder which is an Italian Real Estate Fund or a Real Estate SICAF are 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, sale 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).

Any capital gains realised by a Noteholder which is an Investment Fund, a SICAV or a SICAF (other than a Real Estate SICAF) will be neither subject to substitute tax nor to any other income tax in the hands of the Investment Fund, the SICAV or the SICAF (other than a Real Estate 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 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 an Italian 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. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains realized on the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth by Italian tax law.

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 Noteholders 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 and has no permanent establishment in Italy to which the Notes are effectively connected), even if the Notes are held in Italy.

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 set up in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors, whether or not subject to tax, established in White List States, even if they are not taxable persons in their own country of establishment, 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 and elect for the *risparmio gestito* regime or are subject to the *risparmio amministrato* regime, 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), 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 pursuant to Law no. 104 of 5 February 1992, 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.

Rights and assets (including the Notes) (i) segregated of in a trust, or (ii) contributed to a special fund ruled by a fiduciary contract (*contratto di affidamento fiduciario*) pursuant to article 1(3) of Law No. 112 of 22 June 2016, or (iii) earmarked by special purpose liens 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 favour 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 special fund ruled by 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.

The *mortis causa* transfer of financial instruments included in a long-term savings account (*piano di risparmio a lungo termine*) – that meets the requirements set forth by Italian tax law – is exempt from inheritance tax.

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).

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, periodical 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 neither 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 on a *pro-rata* basis. Based on the

wording of the law and the implementing decree issued by the Italian Ministry of Economy and 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, as subsequently amended and restated) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory. Communications and reports sent to this type of investors are subject to the ordinary €2.00 stamp duty for each copy.

Wealth tax on securities deposited abroad

Pursuant to article 19, paragraphs (18)-(23), of Decree 201, recently amended by Article 1, paragraphs 710 of Law No. 160 of December 27, 2019, Italian resident individuals, Italian non-business entities, Italian non-business partnerships and similar Italian resident entities holding certain financial products – including the Notes – outside the Italian territory without the involvement of an Italian financial intermediary are in certain cases required to pay a wealth tax at a rate of 0.2 per cent. The rate is increased 0.40 per cent. if the financial products are held in one of the States or territories included in the Italian Ministerial Decree of 4 May 1999.

Pursuant to the provision of article 134 of Law Decree No. 34 of 19 May 2020, the wealth tax cannot exceed Euro 14,000 per year for taxpayers different from individuals. 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 products (including 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 generally granted for any foreign wealth taxes levied abroad on such financial products. The tax credit cannot be greater than the amount of the Italian tax due. If there is a double tax treaty in force between Italy and the State where the financial products are held that also covers taxes on capital and the treaty provides that only the State of residence should levy taxes on capital on the financial products, no tax credit is granted. In these cases, the taxpayer should request the refund of the wealth taxes paid abroad to the foreign tax authorities.

Tax monitoring obligations

Pursuant to law decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as subsequently amended and supplemented by law No. 97 of 6 August 2013 and by law No. 50 of 28 March 2014, (a) individuals, (b) non-business partnerships and non-business entities which are resident in Italy for tax purposes and that in the course of the year hold (or are the actual economic owners, as defined for anti-money laundering purposes, thereof) investments abroad or have financial assets abroad (including possibly the Notes) must, in certain circumstances, disclose the aforesaid investments or financial assets 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 prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding Euro 15,000 throughout the year, which per se do not require such disclosure). The requirement applies also where the persons above, being not the direct holder of the financial assets, are the actual economic owners thereof for the purposes of anti-money laundering legislation.

The above reporting is not required to be complied with respect to Notes under management or administration entrusted to Italian resident intermediaries (Italian banks, SIMs, fiduciary companies or other professional intermediaries, indicated in article 1 of Italian Law Decree No. 167 of 28 June 1990) and with respect to contracts entered into through their intervention, *provided that* the financial flows and the income derived from the Notes are subject to tax by the same intermediaries.

OECD Common Reporting Standards and EU DAC6 reporting obligations

The EU Savings Directive adopted on June 3, 2003, by the EU Council of Economic and Finance Ministers (as subsequently amended) on taxation of savings income in the form of interest payments has been repealed from January 1, 2016 to prevent overlap between the Savings Directive and the 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).

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of

offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges are expected to begin in 2017.

Italy has enacted Italian Law No. 95 of June 18, 2015 ("**Law 95/2015**"), implementing the CRS and the amended EU Directive on Administrative Cooperation, which provides for the exchange of information in relation to the calendar year 2016 and later. Law 95/2015 has been implemented by the Italian Ministerial Decree dated December 28, 2015 which has been recently amended by the Italian Ministerial Decree dated 20 June 2019 and published in the Official Gazette on 9 July 2019.

In the event that holders of the Notes hold the Notes through an Italian financial institution (as meant in the Italian Ministerial Decree dated June 20, 2019), they may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the Italian implementation of the CRS.

As a consequence of the OECD project on "Base erosion and Profit Shifting" (BEPS), the EU DAC 6 Directive ("**DAC 6**") has been adopted on May 25, 2018 by the EU Council, amending Council Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements. According to DAC 6, intermediaries and, in some circumstances, taxpayers are required to notify the competent tax authorities of each Member States any cross-border arrangements that have at least one of the so-called "hallmarks" designed by the EU legislator as "markers" of potential risk of international tax evasion or avoidance or circumvention of disclosure requirements on financial accounts (CRS).

On August 26, 2020, the Legislative Decree No. 100, July 30, 2020, implementing the said Directive, with disclosure obligations for intermediaries and taxpayers, was published. Italian Ministry of Finance issued a Ministerial Decree on November 20, 2020, clarifying certain criteria set by the Italian law that trigger the reporting obligations.

SUBSCRIPTION AND SALE

Cassa di Risparmio di Asti S.p.A. has, in its capacities as:

(a) Class A Notes Subscriber (the "**Class A Notes Subscriber**"), pursuant to a rated notes subscription agreement dated the Signing Date between the Issuer, UniCredit Bank GmbH, in its capacity as arranger, the Representative of the Noteholders and C.R.Asti itself (the "**Rated 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

(c) Junior Notes Subscriber (the "**Junior Notes Subscriber**"), pursuant to a junior notes subscription agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscriber (the "**Junior Notes Subscription Agreement**" and, together with the Rated Notes Subscription Agreement, the "**Subscription Agreement**"), agreed to subscribe the Junior Notes, paid the Instalment on the Junior Notes in accordance with the terms and the conditions of the Junior Notes Subscription Agreement(the Class A Notes and the Junior Notes, collectively, the "**Notes**").

1.1. 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 Subscriber and the Junior Notes Subscriber 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 the 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.

The Class A Notes Subscriber and the Junior Notes Subscriber 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 the 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.

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.

1.2. Republic of Italy

The offering of the 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, the Class A Notes Subscriber and the Junior Notes Subscriber has represented and agreed, pursuant to the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement, that it has not offered, sold or distributed, and will not offer, sell or distribute, any Class A Notes or Junior 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 Notes shall only be offered, sold or delivered and copies of this Prospectus or any other offering material relating to such 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 Notes or distribution of copies of the Prospectus or any other document relating to the 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 Consolidated Banking Act and CONSOB Regulation 20307 of 15 February 2018, all as amended;

(ii) in compliance with article 129 of the Consolidated 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.

1.3. United Kingdom

Each of the Class A Notes Subscriber and the Junior Notes Subscriber has represented and agreed with the Issuer that 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 Financial Services and Markets Act 2000 (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.

1.4. European Economic Area

In relation to each Member State of the European Economic Area, the Rated Notes Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Rated Notes to any retail investor in the European Economic Area.

For the purposes of this Paragraph and the relevant provision under the Rated Notes Subscription Agreement:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"); and

(b) the expression "offer" includes 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.

In relation to each Member State of the European Economic Area where the Prospectus Regulation applies (each, a "**Relevant State**"), there has not been and there will not be an offer of the Notes to the public in that Relevant State other than on the basis of an approved prospectus in conformity with the Prospectus Regulation or to:

(a) qualified investors: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) fewer than 150 offerees: at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation; or

(c) other exempt offers: at any time in any other circumstances falling within article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer to publish a prospectus pursuant to article 3 of the Prospectus Regulation.

For the purposes of this Paragraph, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant 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.

Any purchase, sale, offer and delivery of all or part of the Junior Notes shall be made in compliance with article 6 of the EU Securitisation Regulation, article 51 of the AIFM Regulation or Article 254 of the Solvency II Regulation.

1.5. General

The Class A Notes Subscriber and the Junior Notes Subscriber 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 Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement, the Class A Notes Subscriber and the Junior Notes Subscriber 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.

COMPLIANCE WITH STS REQUIREMENTS

Pursuant to article 18 of the EU Securitisation Regulation, a number of requirements must be met if the Originator and the SSPE (both as defined in the EU Securitisation Regulation) wish to use the designation "STS" or "simple, transparent and standardised" for securitisation transactions carried out by them.

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of the compliance of the Securitisation with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**"). It is expected that the STS Verification prepared by PCS, together with detailed explanations of their scope, will be available on the PCS website (https://www.pcsmarket.org/sts-verification-transactions/). For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus. **No assurance can be *provided that* the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future**. None of the Issuer, C.R.Asti in its capacities as Originator and Reporting Entity, the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time in the future.

Without prejudice to the above, prospective investors in the Notes should be aware that, on the basis of the information available with respect to the EU Securitisation Regulation and related regulations and interpretations (including, without limitation, the EBA Guidelines on STS Criteria) and regulations and interpretations in draft form at the time of this Prospectus (including with regard to the risk retention requirements under article 6 of the EU Securitisation Regulation, transparency obligations imposed under article 7 of the EU Securitisation Regulation and the homogeneity criteria set out in article 20, paragraph 8, of the EU Securitisation Regulation), and subject to any changes made therein after the date of this Prospectus:

(a) for the purpose of compliance with article 20, paragraph 1, of the EU Securitisation Regulation, pursuant to the Transfer Agreement, the Originator has assigned and transferred without recourse (*pro soluto*) to the Issuer, which has purchased, in accordance with the combined provisions of article 1 and 4 of the Securitisation Law, all of its right, title and interest in and to the Portfolio. The transfer of the Claims included in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette No. 113, Part II of 26 September 2024, and (ii) the registration of the transfer in the companies' register of Rome on 26 September 2024 (for further details, see the section headed "*The Transfer Agreement*"). The true sale nature of the transfer of the Claims and the validity and enforceability of the same is covered by the legal opinion issued by the legal counsel to the Arranger and the Originator, which has been made available to the PCS and may be disclosed to any relevant competent authority referred to in article 29 of the EU Securitisation Regulation. Furthermore, the Italian insolvency laws do not contain severe claw-back provisions within the meaning of articles 20, paragraph 2, and 20, paragraph 3, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(b) for the purpose of compliance with articles 20, paragraph 2, and 20, paragraph 3, of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement, the Originator has represented that it is a joint stock company authorized to operate as a bank pursuant to article 13 of the Consolidated Banking Act and its "centre of main interests" (as that term is used in article 3(1) of the Regulation (EU) no. 848/2015 of 20 May 2015 on insolvency proceedings) is located within the territory of the Republic of Italy; therefore, the Originator would be subject to Italian insolvency laws that do not contain severe claw-back provisions;

(c) with respect to article 20, paragraph 4, of the EU Securitisation Regulation, the Claims arise from residential Mortgage Loans entered into by each of the Originator as lender or Cassa di Risparmio di Biella e Vercelli S.p.A., a bank belonging to the group "Cassa di Risparmio di Asti", merged by way of incorporation into Cassa di Risparmio di Asti S.p.A. (for further details, see the section headed "*The Portfolio*" and "*The Servicer and the Back-up Servicer*"), as a result the requirements of article 20, paragraph 4, of the EU Securitisation Regulation are met;

(d) with respect to article 20, paragraph 5, of the EU Securitisation Regulation, the transfer of the Claims has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette No. 113, Part II of 26 September 2024 and (ii) the registration of the transfer in the companies' register of Rome (for further details, see the section headed "*The Transfer Agreement*"). In light of the above, the requirements of article 20, paragraph 5, of the EU Securitisation Regulation are not applicable;

(e) with respect to article 20, paragraph 6, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that each Receivable is fully and unconditionally owned and available directly to the Originator and, to the best of the Originator's knowledge, is not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charge in favour of any third party (except any charge arising from the applicable mandatory law) or other charge in favour of any third party (including any company belonging to the Originator's group) or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of Claims under the Transfer Agreement and is freely transferable to the Issuer (for further details, see the sections headed "*The Portfolio*" and "*The Warranty and Indemnity Agreement*"). The above representations and warranties have been given, on the Initial Execution Date with respect to the Claims;

(f) for the purpose of compliance with article 20, paragraph 7, of the EU Securitisation Regulation, the disposal of the Claims is permitted solely in the following circumstances: (A) from the Issuer to the Originator, in the context of the repurchase of the Portfolio in case of early redemption of the Notes pursuant to Condition 7(c) (*Optional Redemption of the Notes*) or in the context of the call option granted by the Issuer to the Originator under the terms and subject to the conditions of the Transfer Agreement, to repurchase individual Claims in extraordinary circumstances only, in order to avoid that any client of the Originator (which is also a Borrower) is treated unfavourably compared to other clients of the Originator and in any event, in a manner which will not constitute management of the Portfolio on a discretionary basis and (B) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties, in the context of the disposal of the Portfolio following the delivery of an Issuer Acceleration Notice or in case of early redemption of the Notes pursuant to Condition 7(d) (*Optional Redemption for Taxation, Legal or Regulatory Reasons*). Therefore, none of the Transaction Documents provide for (i) a portfolio management which makes the performance of the Securitisation dependent both on the performance of the Claims and on the performance of the portfolio management of the Securitisation, thereby preventing any investor in the Notes from modelling the credit risk of the Claims without considering the portfolio management strategy of the Servicer, or (ii) a portfolio management which is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit (for further details, see the sections headed "*The Transfer Agreement*" and "*The Servicing Agreement*");

(g) for the purpose of compliance with article 20, paragraph 8, of the EU Securitisation Regulation, pursuant to the Warranty and Indemnity Agreement the Originator has represented and warranted that the Claims are homogeneous in terms of asset type taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (a) all Claims have been originated by the Originator, in its ordinary course of business, based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures; (b) all Claims have been serviced by the Originator according to similar servicing procedures; (c) all Claims fall within the same asset category of the relevant Regulatory Technical Standards named "residential loans secured with one or several mortgages on residential immovable property"; and (d) as at the Valuation Date all loans are secured by first ranking priority mortgage ("*ipoteca di primo grado economico*", being (i) a first-ranking priority voluntary mortgage, or (ii) a voluntary mortgage with subordinate ranking, where (A) the mortgages ranking in priority thereto have been ordered to be cancelled or (B) the debts secured thereby have been fully repaid) on immovable property located in Italy. In addition, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each of the Claims derives from duly executed mortgage loan agreements; each mortgage loan agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, with full recourse to the relevant debtors. Furthermore, pursuant to the Criteria set out in the Transfer Agreement the Portfolio does not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU (for further details, see the sections headed "*The Portfolio*"

and "*Description of the Transfer Agreement*"). Finally, pursuant to the Criteria set out in the Transfer Agreement and in accordance with the Warranty and Indemnity Agreement, the Loans will be repayable in instalments pursuant to the relevant amortising plan (for further details, see the sections headed "*The Portfolio*" and "*The Warranty and Indemnity Agreement*");

(h) for the purpose of compliance with article 20, paragraph 9, of the EU Securitisation Regulation, based on the Criteria, the exposures include only claims complying with such criteria and therefore they do not include any securitisation positions. Accordingly, the Securitisation is not a re-securitisation (for further details, see the sections headed "*The Portfolio*" and "*The Transfer Agreement*");

(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, the Originator has represented and warranted that the Mortgage Loans were originated in line with the credit policies ("*Procedure di Erogazione*") attached as schedule 2 to the Warranty and Indemnity Agreement and such credit policies apply also to the mortgage loans which have not been securitized. Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each loan agreement has been entered into and the relevant loans have been granted by the Originator on the basis of an assessment of the borrowers' creditworthiness and in compliance with the legislation applicable from time to time. In addition, under the Warranty and Indemnity Agreement the Originator has undertaken to promptly notify to the Representative of the Noteholders any material changes to its credit policies. Finally, in the Warranty and Indemnity Agreement the Originator has represented and warranted that it has more than five years of proven experience in the origination of exposures similar to the relevant Claims (for further information see the section headed "*The Originator and Servicer*", "*The Portfolio*" and "*The Warranty and Indemnity Agreement*" and "*The Transfer Agreement*");

(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by the Originator under the Warranty and Indemnity Agreement, Portfolio does not include Claims qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of its knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer, (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history, or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by it which have not been assigned under the Securitisation. The Originator has represented and warranted that, with respect to each Claim, the Borrower has paid at least one instalment (including principal and interest or interest only) of the relevant amortisation plan as at the Valuation Date. In particular (i) under the Warranty and Indemnity Agreement the Originator has represented and warranted that no Claim was classified on the Valuation Date as in "default", "past due", "unlikely to pay", "*sofferenza a sistema*", past due forborne or which is re-performing ("*ex sofferenza*") and (ii) according to the Criteria, no Claim which was in "default", "past due", "unlikely to pay", "*sofferenza a sistema*", past due forborne or which is re-performing on the Valuation Date has been transferred to the Issuer (for further details, see the sections headed "*The Portfolio*" and "*The Warranty and Indemnity Agreement*" and "*The Transfer Agreement*");

(k) for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, pursuant to the Criteria set out in the Transfer Agreement, the Claims arise from Loans in respect of which at least the first instalment of the relevant amortization plan has become due and has been paid by the relevant Debtor as at the Valuation Date (for further details, see the section headed "*The Portfolio*");

(l) for the purpose of compliance with article 20, paragraph 13, of the EU Securitisation Regulation, a repurchase by the Originator of the relevant Claims from the Issuer shall only occur in the following circumstances: (i) in case of breach of any of the representations and warranties under the Warranty and Indemnity Agreement; (ii) upon the exercise of the call option on the earlier of (i) the Interest Payment Date falling on 27 June 2031 (included) and (ii) any date on which the Portfolio Outstanding Amount is equal to or less than 10% of the Portfolio Outstanding Amount, *provided that* the repurchase price of

Defaulted Claims will be determined on the basis of the gross balance sheet value before allocated funds ("*al lordo dei fondi accantonati*") given by the Originator or the Issuer; or (iii) with respect to individual Claims, only to the extent that the aggregate amount of all the Mortgage Loans which have been already repurchased is limited to: (A) 2% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 31 October 2025; (B) 4% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 31 October 2026; (C) 6% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 31 October 2027; and (D) 8% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased after 31 October 2027. The Issuer does not rely on the Originator to sell the Real Estate Assets in order to fund the repurchase price of the Claims in the circumstances set out above. The Transaction Documents do not allow for the active selection of the underlying exposure on a discretionary basis including management of the pool for speculative purposes aiming to achieve better performance or increased investor yield. The repayments of principal to be made to the Noteholders have not been structured to depend predominantly on the sale of the Real Estate Assets securing the Mortgage Loans (for further details, see the sections headed "*The Portfolio*" and "*The Warranty and Indemnity Agreement*");

(m) for the purpose of compliance with article 21, paragraph 1, of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement the Originator has undertaken to retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (for further details, see the section headed "*Regulatory disclosure and retention undertaking*");

(n) for the purpose of compliance with article 21, paragraph 2, of the EU Securitisation Regulation, in order to mitigate any interest rate risk connected with the Rated Notes, the Conditions provide that the rate of interest applicable to the Rated Notes (i) is subject to a floor of 0 (zero) so that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero), (ii) with respect to the Class A1 Notes the interest rate will be equal to the EURIBOR, plus 0.96 per cent. *per annum* and (iii) with respect to the Class A2 Notes the interest rate will be equal to the EURIBOR, plus 0.85 per cent. *per annum*. In addition, this risk is mitigated through the Swap Agreement and the establishment of a cash reserve into the Cash Reserve Account. Furthermore, (i) pursuant to the Criteria the Claims do not arise from derivatives and (ii) under the Conditions, the Issuer has undertaken that, for so long as any amount remains outstanding in respect of the Notes of any Class, it shall not enter into derivative contracts save as expressly permitted by article 21, paragraph 2 of the EU Securitisation Regulation (for further details, see the section headed "*The Warranty and Indemnity Agreement*" and Condition 5 (*Covenants*)). Finally, there is no currency risk since (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that all Mortgage Loans are denominated in Euro (or in another currency and have been subsequently re-denominated in Euro) and (ii) pursuant to the Conditions the Notes are denominated in Euro (for further details, see the sections headed "*The Warranty and Indemnity Agreement*", "*Transaction Overview*" and "*Terms and Conditions of the Notes*");

(o) for the purpose of compliance with article 21, paragraph 3, of the EU Securitisation Regulation, (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that the Claims included in the Portfolio have a fixed or floating interest rate based respectively on IRS and EURIBOR, which does not reference complex formulae or derivatives (for further details, see the sections headed "*The Portfolio*" and "*The Warranty and Indemnity Agreement*");

(p) for the purpose of compliance with article 21, paragraph 4, of the EU Securitisation Regulation, following the service of an Issuer Acceleration Notice, (i) no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents; and (ii) as to repayment of principal, the Senior Notes will continue to rank in priority to the Junior Notes and the Junior Notes will continue to be subordinated to the Senior Notes, as before the delivery of an Issuer Acceleration Notice; and (iii) the Issuer (or the Representative of the Noteholders on its behalf) may dispose of the Claims,

subject to the terms and conditions of the Intercreditor Agreement and the Mandate Agreement, it being understood that no provisions shall require the automatic liquidation of the Claims;

(q) as to repayment of principal, the Notes will rank at all times as follows: (i) the Senior Notes, in priority to the Junior Notes and (ii) the Junior Notes, subordinated to the Senior Notes (for further details, see Condition 3(d) (*Pre-Enforcement Priority of Payments*) and Condition 3(e) (*Post-Enforcement Priority of Payments*); therefore, the requirements of article 21, paragraph 5, of the EU Securitisation Regulation are not applicable;

(r) for the purpose of compliance with article 21, paragraph 7, of the EU Securitisation Regulation, the contractual obligations, duties and responsibilities of the Servicer, the Representative of the Noteholders and the other service providers are set out in the relevant Transaction Documents (for further details, see the sections headed "*The Servicing Agreement*", "*The Agency and Accounts Agreement*", "*The Other Transaction Documents*" and "*Terms and Conditions of the Notes*"). In addition, the Servicing Agreement contain provisions aimed at ensuring that a default by or an insolvency of the Servicer does not result in a termination of the servicing activity on the Portfolio, including the appointment of a Back-Up Servicer upon request of the Issuer and the replacement of the defaulted or insolvent Servicer with a substitute servicer (for further details, see the sections headed "*The Servicing Agreement*"). Finally, the Agency and Accounts Agreement contains provisions aimed at ensuring the replacement of the Account Bank in case of its default, insolvency or other specified events (for further details, see the section headed "*The Agency and Accounts Agreement*");

(s) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreement and the Transfer Agreement the Servicer and Originator has represented and warranted that it has expertise in servicing exposures of a similar nature to those securitised for more than 5 (five) years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, pursuant to the Servicing Agreement, the Back-Up Servicer and any substitute servicer shall have expertise in servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures (for further details, see the section headed "*The Transfer Agreement*" and "*The Servicing Agreement*");

(t) for the purpose of compliance with article 21, paragraph 9, of the EU Securitisation Regulation, the Transfer Agreement, the Servicing Agreement and the Collection Policies attached thereto set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies (for further details, see the sections headed "*The Transfer Agreement*", "*The Servicing Agreement*" and "*The Agreed Procedures*"). In addition, the Transaction Documents clearly specify the Priorities of Payments and the events which trigger changes in such Priorities of Payments. Pursuant to the Agency and Accounts Agreement and the Intercreditor Agreement, the Computation Agent has undertaken to prepare, by no later than the fifteenth Business Day immediately following the Interest Payment Date, the Regulatory Investor Report, containing details of, *inter alia*, the Claims, information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation, in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards. The Regulatory Investor Report will also be made available by C.R.Asti, in its capacity as Reporting Entity pursuant to the EU Securitisation Regulation, through the Securitisation Repository (for further details, see the sections headed "*Terms and Conditions of the Notes*", "*The Other Transaction Documents*" and "*The Agency and Accounts Agreement*");

(u) for the purposes of compliance with article 21, paragraph 10, of the EU Securitisation Regulation, the Conditions (including the Rules of the Organisation of the Noteholders attached thereto) contain clear provisions that facilitate the timely resolution of conflicts between Noteholders of different Classes, clearly define and allocate voting rights to Noteholders and clearly identify the responsibilities of the Representative of the Noteholders (for further details, see the section headed "*Terms and Conditions of the Notes*");

(v) for the purposes of compliance with article 22, paragraph 1, of the EU Securitisation Regulation, under the Intercreditor Agreement the Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the Securitisation Repository, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, *provided that* such data cover a period of at least five years, and (ii) it has been in possession, before pricing, of data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, *provided that* such data cover a period of at least five years;

(w) for the purposes of compliance with article 22, paragraph 2, of the EU Securitisation Regulation, an appropriate and independent party has been mandated to carry out an external verification in respect of the Portfolio prior to the Issue Date (including verification that the data disclosed in this Prospectus in respect of the Claims is accurate) (for further details, see the section headed "*The Portfolio*");

(x) for the purposes of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercreditor Agreement C.R.Asti in its capacities as Originator and Reporting Entity has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the Securitisation Repository, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer, and (ii) it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer. In addition, pursuant to the Intercreditor Agreement, the Originator has undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer;

(y) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Intercreditor Agreement, C.R.Asti, in its capacities as Originator and Reporting Entity has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan in respect of the immediately preceding period (including, *inter alia*, the available information related to the environmental performance of the real estate assets over which the Mortgages have been created), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards and make available such report to the investors in the Notes, to the competent authorities referred to in Article 29 of the EU Securitisation Regulation and, upon request, to potential investors on a quarterly basis by no later than one month after the relevant Interest Payment Date through the Securitisation Repository;

(z) for the purposes of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Intercreditor Agreement the parties thereto have acknowledged that the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the Originator is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as applicable, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation by making available (with respect to the information under points (f) and (g) above, without delay) the relevant information through the Securitisation Repository.

As to pre-pricing information, C.R.Asti has confirmed that: (i) it has made available to potential investors in the Notes before pricing the information under point (a) of article 7, paragraph 1, of the EU Securitisation Regulation upon request and the information under points (b) and (d) of article 7, paragraph 1, of the EU Securitisation Regulation in draft form; and (ii) as initial holders of the Senior Notes, and the Junior Notes, they have been, before pricing, in possession of the data relating to each Mortgage Loan (and therefore they have not requested to receive the information under point (a) of the first subparagraph of article 7, paragraph 1, of the EU Securitisation Regulation) and of the information

under points (b) and (d) of the first subparagraph of article 7, paragraph 1, of the EU Securitisation Regulation.

As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken the following:

(i) C.R.Asti, as Servicer, shall prepare the Loan by Loan Report and make it available (simultaneously with the Regulatory Investor Report) to, amongst others, the investors in the Notes;

(ii) the Computation Agent shall prepare the Regulatory Investor Report and the Inside Information and Significant Events Report and deliver them to the Reporting Entity in a timely manner in order for the Reporting Entity to make available the Regulatory Investor Report within the month following each Interest Payment Date and the Inside Information and Significant Events Report (without delay) to, amongst others, the investors in the Notes; and

(iii) the Issuer shall deliver to the Reporting Entity (A) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for the Reporting Entity to make available such documents to the investors in the Notes by no later than 15 days after the Issue Date, and (B) any other document or information that may be required to be disclosed to the investors or potential investors in the Notes pursuant to the EU Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already provided by other parties), in each case in accordance with the requirements provided by the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

With regard to the information requirements pursuant to points (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation, without prejudice to Regulation (EU) No. 596/2014, the Computation Agent will prepare on behalf of C.R.Asti the Inside Information and Significant Events Report, which will contain the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation in accordance with the applicable Regulatory Technical Standards. The Originator has undertaken to make available such Inside Information and Significant Events Report without delay and to comply with national and EU law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymized or aggregated (for further details see the sections headed "*The Servicing Agreement and the Back-Up Servicing Agreement*", "*The Agency and Accounts Agreement*" and "*The Other Transaction Documents*").

Criteria for credit-granting

With reference to article 9 of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement the Originator has represented to the Arranger that: (i) it has applied and will apply, as the case may be, to the Claims the same sound and well-defined criteria for credit-granting which it applies to non-securitised exposures; (ii) it has clearly established the processes for approving and, where relevant, amending, renewing and refinancing the Claims as it applies to the exposures it holds; and (iii) has effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the Borrowers' creditworthiness taking appropriate account of factors relevant to verifying the prospect of the Borrowers meeting their obligations under the mortgage loan agreements.

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

The Originator will retain a material net economic interest of at least 5% in the Securitisation for the purpose of article 6 of the EU Securitisation Regulation and the applicable Regulatory Technical Standards. For such purposes, under the Subscription Agreements, the Originator has undertaken to the Issuer, the Representative of the Noteholders and the Arranger that it will retain at the Issue Date and maintain (on an on-going basis) a material net economic interest of not less than 5% in the Securitisation through the holding of the Junior Notes in accordance with option (d) of article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

For so long as the Notes are outstanding it shall also comply with the disclosure duties specified in article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation and in the applicable Regulatory Technical Standards. For such purpose, the Originator has undertaken to make available to the Noteholders and any prospective investors in the Notes, through the Servicer Report, the information required by article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (including, in particular, the information regarding the net economic interest from time to time held by the Originator in the Securitisation) and has authorised the Computation Agent to reproduce in the Regulatory Investor Report the above-mentioned information contained in the Servicer Report.

It is understood that the Regulatory Investor Report shall be deemed to have been produced on behalf of the Originator, under the Originator's full responsibility, with reference to the above-mentioned information. In addition, the Originator has undertaken that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

Investors to assess compliance

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the EU Securitisation Regulation and none of the Issuer, the Originator and Servicer nor the Arranger or any other Party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

Disclosure obligations

Under the Intercreditor Agreement, the Originator has agreed to act as reporting entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation. In such capacity, the Originator (i) has confirmed that it has made available the Transaction Documents and all other underlying documentation essential for the understanding of the transaction pursuant to article 7, paragraph 1, letter (b) of the EU Securitisation Transaction, all relevant reports and information required to be delivered to the investors in the Notes on or prior to the pricing of the Securitisation pursuant to article 7, paragraph 1, of the EU Securitisation Regulation, by electronic means through the Securitisation Repository and (ii) has undertaken to make available without delay the reports and information received from the relevant parties under the Transaction Documents on an on-going basis pursuant to article 7, paragraph 1, letters (a), (e), (f) and (g) of the EU Securitisation Regulation through Securitisation Repository.

With reference to the Regulatory Investor Report, under the Agency and Accounts Agreement, the Originator has expressly authorised the Computation Agent to reproduce in the Regulatory Investor Report the information contained in each Servicer Report about the risk retained, including information on which of the modalities provided for in Article 6, paragraph 3, of the EU Securitisation Regulation has been applied. It is understood that the Regulatory Investor Report shall be deemed to have been produced on behalf of the Originator, under

the Originator's full responsibility, with reference to the information that the Originator has the obligation to make available (or cause to make available, if the case) to the holders of a Securitisation position, the competent Authority pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors under article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation.

General Information

Authorisation

The issue of the Notes has been authorised by resolution of the quotaholder's meeting of the Issuer passed on 6 September 2024.

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 Euronext Securities Milan by Euroclear and Clearstream, Luxembourg. Euronext Securities Milan shall act as depository for Euroclear and Clearstream, Luxembourg. The ISINs for the Notes and the Common Codes for the Class A Notes are as follows:

	Class A1 Notes	**Class A2 Notes**	**Junior Notes**
Common code:	292499663	292595808	292595824
ISIN:	IT0005614943	IT0005614950	IT0005614968

No significant change and no material adverse change

There has been no significant change in the financial or trading position of the Issuer since 18 June 2024 (being the date of incorporation of the Issuer) and there has been no material adverse change in the financial position of the Issuer or prospects since 18 June 2024.

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 2024) but will not produce interim financial statements.

Borrowings

Save as disclosed in this Prospectus on page 189, 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 transaction information described in this paragraph. Copies of the Payments Report and the Regulatory Investor Report will be made available by the Reporting Entity on the website of European DataWarehouse. Each Regulatory Investor Report will be available within the month following each Interest Payment Date and will contain details of, *inter alia*, the Claims, information on events which trigger changes in the Priority of Payments or the replacement of any counterparties, and data on the cash flows generated by the Claims and by the liabilities of the Securitisation.

Documents available for inspection

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) 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 Paying Agent (as set forth in Condition 17 (*Notices*)) until the Maturity Date:

(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 2024 and will be available not later than 30 April 2025. The financial statements and the financial reports are drafted in Italian;

(c) the Regulatory Investor Reports;

(d) the Servicer Reports setting forth the performance of the Claims and Collections made in respect of the Portfolio prepared by the Servicer; and

(e) copies of the following documents:

(i) the Agency and Accounts Agreement;

(ii) the Back-up Servicing Agreement;

(iii) the Corporate Services Agreement;

(iv) the English Deed of Charge and Assignment;

(v) the Intercreditor Agreement;

(vi) the Junior Notes Subscription Agreement;

(vii) the Letter of Undertaking;

(viii) the Mandate Agreement;

(ix) the Quotaholder's Commitment;

(x) the Rated Notes Subscription Agreement;

(xi) the Servicing Agreement;

(xii) the Stichting Corporate Services Agreement;

(xiii) the Subordinated Loan Agreement;

(xiv) the Swap Agreement;

(xv) the Transfer Agreement;

(xvi) the Warranty and Indemnity Agreement;

(xvii) the Prospectus; and

(xviii) 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.

The Prospectus will be published by the Issuer at the following website https://bancadiasti.it/cartolarizzazioni/ and on the website of the Luxembourg Stock Exchange (https://www.luxse.com/), at which address shall remain publicly available in electronic form for at least the later of (i) 10 (ten) years from the date of this Prospectus; or (ii) as long as the Notes are outstanding.

The by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer will be also published on the following website: https://bancadiasti.it/cartolarizzazioni/.

Copies of the Transaction Documents and the Prospectus will be available also at the Securitisation Repository, at the latest 15 (fifteen) days after the Issue Date.

The Prospectus and the Transaction Documents (*i.e.* the Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Back-up Servicing Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Corporate Services Agreement, the Stichting Corporate Services Agreement, the Mandate Agreement, the Rated Notes Subscription Agreement, the Junior Notes Subscription Agreement, the Quotaholder's Commitment, the Letter of Undertaking, the Swap Agreement, the English Deed of Charge and Assignment and the Subordinated Loan Agreement) constitute all the underlying documents that are essential for understanding the Securitisation and include, but not limited to, each of the documents referred to in point (b) of Article 7(1), of the EU Securitisation Regulation.

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 Securitisation amount to approximately €124,000, plus any VAT if applicable, excluding all fees payable to the Servicer under the Servicing Agreement. The estimated listing fee and the expenses related to the admission to trading on the Luxembourg Stock Exchange amount to Euro 4,000.

INDEX OF DEFINED TERMS

ISSUER

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I-00185 Rome
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ORIGINATOR AND SERVICER

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Piazza Libertà, 23
I-14100 Asti
Italy

PAYING AGENT, TRANSACTION BANK AND AGENT BANK

BNP Paribas, Italian Branch
Piazza Lina Bo Bardi, 3
I-20124 Milan
Italy

COMPUTATION AGENT, CORPORATE SERVICER AND REPRESENTATIVE OF THE NOTEHOLDERS

KPMG Fides Servizi di Amministrazione S.p.A.
Via Curtatone, 3
I-00185 Rome
Italy

LEGAL AND TAX ADVISERS

To the Arranger, the Class A Notes Subscriber and the Class J Notes Subscriber as to Italian law

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To the Arranger, the Class A Notes Subscriber and the Class J Notes Subscriber as to English law

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