

Asti Group RMBS II S.r.l.

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

€825,000,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072

€64,300,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072

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 II S.r.l. (the “**Issuer**”) of €825,000,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072 (the “**Class A Notes**” or the “**Senior Notes**”) and €64,300,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072 (the “**Class B Notes**” or the “**Mezzanine Notes**”) and, together with the Class A Notes, the “**Rated Notes**”). In connection with the issue of the Class A Notes and the Class B Notes, the Issuer will also issue €98,708,000 Class J Residential Mortgage Backed Floating Rate and Additional Remuneration Notes due 2072 (the “**Junior Notes**”) and, together with the Class A Notes and the Class B 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**”), and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A., having its registered office at Via Carso, 15, 13900, Biella, Italy (“**Biver**”) and, together with C.R.Asti, the (“**Originators**”) and, any of them, the “**Originator**”).

The Issuer is a limited liability company with sole shareholder (*società a responsabilità limitata con socio unico*) incorporated under the laws of the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the “**Securitisation Law**”), having its registered office at via Eleonora Duse, 53, 00197 Rome, Italy and is registered in the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation of the Bank of Italy dated 7 June 2017 under number 35584.2. The tax and identification number (*codice fiscale*) and VAT number of the Issuer is 15289771006.

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

The proceeds of the issue of the Notes will be applied by the Issuer to fund the purchase of a pool of monetary claims and other connected rights arising under two portfolios 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 each of the Originators. The Claims have been transferred to the Issuer pursuant to the terms of two separate transfer agreements dated 7 June 2019 between the Issuer and each of the Originators. 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 30 December 2019, being the first Interest Payment Date (as defined below), and thereafter quarterly in arrears on the twenty-ninth 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 A Notes for each Interest Period shall be the rate offered in the euro-zone inter-bank market (“**EURIBOR**”) for three-month deposits in euro (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three - and six - month deposits in euro) (as determined in accordance with Condition 6 (*Interest*)), plus a margin of 0.90 per cent. per annum, *provided that* such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped and shall not in any event be higher than (i) 2.50 per cent. per annum until (and including) the Interest Payment Date which falls in June 2021 and (ii) 3.50 per cent. per annum on any Interest Payment Date thereafter and lower than zero. The rate of interest applicable to the Class B 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 three - and six - month deposits in euro) (as determined in accordance with Condition 6 (*Interest*)), plus a margin of 2 per cent. per annum, *provided that* such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped and shall not in any event be higher than (i) 3.50 per cent. per annum until (and including) the Interest Payment Date which falls in June 2021 and (ii) 4.50 per cent. per annum on any Interest Payment Date thereafter and lower than zero.

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

Application has been made to the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 relating to prospectuses for securities, for the approval of this Prospectus as a prospectus for the purpose of article 5.3 of the Prospectus Directive. CSSF gives no undertaking as to the economic and financial soundness of the transaction described in this Prospectus and the quality or solvency of the Issuer in line with the provisions of article 7(7) of the Luxembourg law on prospectuses for securities. Application has also been made to the Luxembourg Stock Exchange for the Class A Notes and the Class B Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on its Regulated Market. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments. No application has been made to list the Junior Notes on any stock exchange nor will this Prospectus be approved by the CSSF in relation to the Junior Notes.

The Class A Notes are expected, on issue, to be rated “AA(low)(sf)” by DBRS Ratings Limited (“**DBRS**”) and “Aa3 (sf)” by Moody’s Investors Service Ltd (“**Moody’s**”) and, together with DBRS, the “**Rating Agencies**”, which expression shall include any successor thereto). The Class B Notes are expected, on issue, to be rated “BBB(high)(sf)” by DBRS. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any or all of the Rating Agencies. The credit ratings included or referred to in this Prospectus have been issued by DBRS or Moody’s, each of which is established in the European Union and each of which is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended, *inter alia*, by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 and by Regulation (EU) No. 462/2013 of the European Parliament and of the Council of 21 May 2013 (the “**CRA Regulation**”) and is included, as of the date of this Prospectus, in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> (for the avoidance of doubt, such website does not constitute part of this Prospectus). The Junior Notes will not be assigned a rating.

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

The Notes will be limited recourse obligations solely of the Issuer. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, the Representative of the Noteholders, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Corporate Servicer, the Computation Agent, the Servicers and the Back-up Servicer (each as defined below in “*Transaction Overview - The Principal Parties*”), Cassa di Risparmio di Asti S.p.A. (in any capacity), Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. (in any capacity), the Class A Notes Subscribers, the Class B Notes Subscribers, the Arranger, the Junior Notes Subscribers (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.

The Notes are issued in bearer form and will be held in dematerialised form on the terms of, and subject to, the Conditions on behalf of the beneficial owners, until redemption and cancellation thereof, by Monte Titoli S.p.A., with its registered office at Piazza Affari, 6, 20123 Milan, Italy (“**Monte Titoli**”) for the account of the relevant Monte Titoli Account Holders. The expression “**Monte Titoli Account Holders**” means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli and includes any depository banks appointed by Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”). The Notes will be deposited by the Issuer with Monte Titoli on 28 June 2019 (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 Subscription Agreements, each 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 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 Originators are 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 2072 (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 Class B Notes and Junior Notes. The Class B Notes will be redeemed in priority to the Junior Notes.

If the Class A Notes and/or the Class B 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.

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.

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 not 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**”). As far as the Issuer is aware, the transitional provisions set forth in article 51 of the Benchmark Regulation apply, such that EMMI is not currently required at the date of this Prospectus to obtain authorisation or registration in the above mentioned register.

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 prior to the Issue Date notified by each Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation. Each Originator has used the service of Prime Collateralised Securities (PCS) UK Limited (“**PCS**”), as a verification agent 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, the Originators, 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 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 27 June 2019.

Arranger
UniCredit Bank AG

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

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

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

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

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

Save for the parties accepting responsibility for the information included in this Prospectus as stated above, no other party to the Transaction Documents accepts responsibility for such information.

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Class A Notes Subscribers, the Class B Notes Subscribers, the Junior Notes Subscribers, the Arranger, the Representative of the Noteholders, the Issuer, the Back-up Servicer, the

Corporate Servicer, the quotaholder of the Issuer, Cassa di Risparmio di Asti S.p.A. (in any capacity), Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. (in any capacity), the Transaction Bank or any other person. Neither the delivery of this Prospectus nor any sale of the Notes shall, under any circumstances, constitute a representation or imply that there has been no change in the affairs of the Issuer or the Arranger or the Originators or the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof.

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

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

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

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

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

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

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. (“**Monte Titoli**”) - 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 Class B Notes and 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 or not the Class A Notes constitute Euro-system eligible collateral pursuant and for the purposes of the Guideline.

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.

TABLE OF CONTENTS

TRANSACTION OVERVIEW	1
STRUCTURE DIAGRAM.....	41
RISK FACTORS	42
CREDIT STRUCTURE	77
THE PORTFOLIO	79
THE ORIGINATORS AND SERVICERS	112
THE CREDIT AND COLLECTION POLICIES	119
AGREED PROCEDURES	122
THE ISSUER'S BANK ACCOUNTS	128
TERMS AND CONDITIONS OF THE NOTES	129
SCHEDULE - RULES OF THE ORGANISATION OF NOTEHOLDERS	174
USE OF PROCEEDS	193
THE ISSUER	194
THE TRANSACTION BANK.....	197
THE COMPUTATION AGENT, REPRESENTATIVE OF THE NOTEHOLDERS AND CORPORATE SERVICER.....	198
THE AGENCY AND ACCOUNTS AGREEMENT	199
THE TRANSFER AGREEMENTS	205
THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT	227
THE WARRANTY AND INDEMNITY AGREEMENTS	233
THE OTHER TRANSACTION DOCUMENTS	236
ESTIMATED WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES AND THE CLASS B NOTES AND ASSUMPTIONS.....	240
TAXATION IN THE REPUBLIC OF ITALY	242
SUBSCRIPTION AND SALE	250
COMPLIANCE WITH STS REQUIREMENTS	253
REGULATORY DISCLOSURE AND RETENTION UNDERTAKING	261
GENERAL INFORMATION	263
INDEX OF DEFINED TERMS	266

TRANSACTION OVERVIEW

The following information is an overview of the transactions and assets underlying the Notes. It has to be read as an introduction to this Prospectus and is qualified in its entirety by reference to the detailed information presented elsewhere in this Prospectus and in the Transaction Documents. Certain terms used in this section, but not defined, may be found in other sections of this Prospectus, unless otherwise stated. An index of defined terms is contained at the end of this Prospectus, commencing on page 232.

1. THE PRINCIPAL PARTIES

Issuer

Asti Group RMBS II 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**"). The Issuer is registered in the companies register of Rome under number 15289771006 and with the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation of the Bank of Italy dated 7 June 2017 under number 35584.2. The issued equity capital of the Issuer is entirely held by Stichting Bertolucci.

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

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

Quotaholder

Stichting Bertolucci ("**Stichting Bertolucci**") is a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Barbara Strozzi 101, 1083HN Amsterdam, Netherlands.

Originators

Cassa di Risparmio di Asti S.p.A., a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at piazza Libertà, 23, 14100 Asti, Italy, registered with the companies' register of Asti under No. 00060550050, 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. 5142, 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 Banking Act under No. 6085 ("**C.R.Asti**").

Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A., a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at via Carso, 15, 13900 Biella, Italy, registered with the companies' register of Biella under No. 01807130024, fiscal code 01807130024, 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 Banking Act under No. 5239, belonging to 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 Banking Act under No. 6085 and directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by C.R.Asti ("**Biver**" and,

together with C.R.Asti, the "**Originators**" and, any one of them, the "**Originator**").

C.R.Asti sold the C.R.Asti Claims (as defined below) to the Issuer pursuant to the terms of a transfer agreement dated 7 June 2019 (the "**Initial Execution Date**") between the Issuer and C.R.Asti (the "**C.R.Asti Transfer Agreement**").

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

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

Representative of the Noteholders

KPMG Fides Servizi di Amministrazione S.p.A., a joint stock company (*società per azioni*) incorporated and organised under the laws of the Republic of Italy, with registered office at via Vittor Pisani, 27, Milan, Italy, acting through its office at via Eleonora Duse, 53, 00197 Rome, Italy registered with the companies' register of Milan under number 103478, fiscal code and VAT number 00731410155 ("**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 27 June 2019 (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 Providers

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

- (a) C.R.Asti has agreed to grant to the Issuer a subordinated loan in an amount equal to €15,581,265 (the "**C.R.Asti Subordinated Loan**"), and
- (b) Biver has agreed to grant to the Issuer a subordinated loan in an amount equal to €2,268,735 (the "**Biver Subordinated Loan**" and, together with the C.R.Asti Subordinated Loan, the "**Subordinated Loans**").

The Subordinated Loans will be repaid in accordance with the applicable Priority of Payments. The Subordinated Loans will be drawn down by the Issuer on the Issue Date (as defined below) and immediately credited to the Cash Reserve Account except for €50,000 which will be credited to the Expenses Account. See "*Credit Structure*"

below.

Servicers

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

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

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

Back-up Servicer

Banca Valsabbina S.C.p.A., a bank organised under the laws of the Republic of Italy, with registered office at Via Molino, 4 – 25078 Vestone (BS), Italy, registered with the companies' register of Brescia under No. 00283510170 and with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of the Banking Act under No. 5116 is the back-up servicer (the "**Back-up Servicer**") pursuant to the terms of a back-up servicing agreement dated the Signing Date and entered into between the Issuer, the Servicers, the Representative of the Noteholders and the Back-up Servicer (the "**Back-up Servicing Agreement**").

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

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

Computation Agent

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 Italian Paying Agent, C.R.Asti, Biver and the Agent Bank (the "**Agency and Accounts Agreement**"). See "*Transaction Overview – The Portfolio*" and "*The Agency and Accounts Agreement*", below.

Transaction Bank

BNP Paribas Securities Services, Milan branch a French *société en commandite par actions* with capital stock of €177,453,913, having its registered office at 3, Rue d'Antin, Paris, France, operating for the purpose hereof through its Milan branch located in via Ansperto, 5, 20123 Milan, Italy, registered with the companies' register held in Milan at number 13449250151, fiscal code and VAT number

13449250151, enrolled in the register of banks (*albo delle banche*) held by the Bank of Italy at number 5483 ("**BNPSS**"), or any other person for the time being acting as such, is the 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*", below.

Italian Paying Agent	BNPSS, or any other person for the time being acting as such, will be the Italian paying agent (in such capacity, the " Italian Paying Agent ") pursuant to the terms of the Agency and Accounts Agreement. See " <i>The Agency and Accounts Agreement</i> ", below.
Agent Bank	BNPSS, or any other person for the time being acting as such, will be the agent bank and will determine, among others, the EURIBOR and the Rate of Interest applicable to the Notes during the following Interest Period, as well as the Interest Amount and the Interest Payment Date in respect of such Interest Period (in such capacity, the " Agent Bank ") pursuant to the terms of the Agency and Accounts Agreement. See " <i>The Agency and Accounts Agreement</i> ", below.
Stichting Corporate Services Provider	Wilmington Trust SP Services (London) Limited, a company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, 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 AG, a bank incorporated as a public company limited by shares (<i>aktiengesellschaft</i>) organised under the laws of the Federal Republic of Germany, registered with commercial register administered by the Local Court of Munich at number HR B 421 48, belonging to the "Gruppo Bancario UniCredit" and having its head office at Kardinal-Faulhaber-Strasse 1, D-80333 Munich, Federal Republic of Germany (the " Arranger ").
Senior Notes Subscribers	C.R.Asti and Biver.
Mezzanine Notes Subscribers	C.R.Asti and Biver.
Junior Notes Subscribers	C.R.Asti and Biver.
Reporting Entity	Under the Intercreditor Agreement, each of the Issuer and the Originators has agreed that each Originator is designated as Reporting Entity in relation to the C.R.Asti Claims and the Biver Claims, respectively, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation. In such capacity as Reporting Entity, each 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 website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu).

2. THE PRINCIPAL FEATURES OF THE NOTES

The Notes	<p>On 28 June 2019 (the "Issue Date"), the Issuer will issue:</p> <ul style="list-style-type: none"> (a) €825,000,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072 (the "Class A Notes" or the "Senior Notes"); (b) €64,300,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072 (the "Class B Notes" or the "Mezzanine Notes" and, together with the Class A Notes, the "Rated Notes"); (c) €98,708,000 Class J Residential Mortgage Backed Floating Rate and Additional Remuneration Notes due 2072 (the "Junior Notes" and, together with the Class A Notes and the Class B 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.
-------------------------------------------	---------------------------------------------------------------------------------------------

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

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

Ranking	<p>The Notes of each Class will rank <i>pari passu</i> 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.</p>
----------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

"**Other Issuer Creditors**" means the Issuer Creditors other than the

Noteholders and “**Other Issuer Creditor**” means each of them.

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 payment of interest on the Class B Notes, the repayment of principal on the Class A Notes and the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes;
 - (ii) the Class B Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the payment of interest on the Class A Notes and in priority to the repayment of principal on the Class A Notes (up until the occurrence of a Performance Trigger) and the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes; and
 - (iii) 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 the Class B 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 the Class B Notes (up until the occurrence of a Performance Trigger), and in priority to repayment of principal on the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes;
 - (ii) the Class B Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest on the Class A Notes, the payment of interest on the Class B Notes and repayment of principal in respect of the Class A Notes, and in priority to the payment of interest and repayment of principal on the Class J Notes; and
 - (iii) 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 the Class B 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 and the Class B 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 Class B Notes and the Junior Notes;
 - (ii) the Class B 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 Class J Notes, but subordinate to payment in full of all amounts due under the Class A Notes; and
 - (iii) 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 and the Class B Notes.

“Performance Trigger” means a Cumulative Default Ratio exceeding 4.5%.

“Cumulative Default Ratio” means the ratio expressed as a percentage between:

- A. the Principal Amount Outstanding (as calculated on the date on which such Claims become Defaulted Claims) of the Claims which have become Defaulted Claims from the Issue Date until the relevant Calculation Date; and
- B. the Initial Portfolio Outstanding Amount.

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

Limited recourse nature of the Issuer’s obligations under the Notes

The obligations of the Issuer to each of the holders of the Notes will be limited recourse obligations of the Issuer. The Noteholders will have a claim against the Issuer only to the extent of the Issuer Available Funds, in each case subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

Costs

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

Interest on the Notes

The Class A Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to

EURIBOR (as determined by the Agent Bank in accordance with the Conditions) for three-month deposits (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three and six month deposits in euro) plus 0.90 per cent. per annum, provided that such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped to and shall not in any event be higher than (i) 2.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021 and (ii) 3.50 per cent. per annum on any Interest Payment Date thereafter and lower than zero.

The Class B Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to EURIBOR (as determined by the Agent Bank in accordance with the Conditions) for three-month deposits (save that for the first Interest Period the rate will be obtained upon linear interpolation of EURIBOR for three and six month deposits in euro) plus 2.00 per cent. per annum, provided that such rate of interest (comprised of EURIBOR and the relevant margin) shall be capped to and shall not in any event be higher than (i) 3.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021 and (ii) 4.50 per cent. per annum on any Interest Payment Date thereafter and lower than zero.

The Junior Notes will bear interest in accordance with Conditions 5(c) (*Rate of interest on the Notes*) and 5(d) (*Interest on the Junior Notes*).

"Interest Payment Date" means (a) prior to the service of an Issuer Acceleration Notice, the twenty-ninth calendar day of 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 30 December 2019 and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement.

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

"Principal Amount Outstanding" means, on any day:

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

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

"Accumulation Date" means, following the service of an Issuer Acceleration Notice, the earlier of: (i) each date on which the amount of the monies at any time available to the Issuer or to the

Representative of the Noteholders for the payments to be made in accordance with the Post-Enforcement Priority of Payments shall be equal to at least 10 per cent. of the aggregate Principal Amount Outstanding of all Classes of Notes and (ii) each day falling 10 Business Days before the day that, but for the service of an Issuer Acceleration Notice, would have been an Interest Payment Date.

Legal maturity date of the Notes Save as described below and unless previously redeemed in full and cancelled as provided in the Conditions, the Issuer shall redeem the Notes on the Interest Payment Date which falls in December 2072 (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 2074; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer.

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

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

Segregation of Issuer's rights By operation of Italian law, 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**"), the holders of the Class B Notes (the "**Class B Noteholders**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the

Class A Noteholders and the Class B Noteholders, the "**Noteholders**"), each of the Other Issuer Creditors and any third-party creditor to whom the Issuer has incurred costs, fees, expenses or liabilities in relation to the securitisation of the Claims (together, the "**Issuer Creditors**").

Events of Default

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

(i) *Non-payment:*

the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes 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:*

it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party,

then the Representative of the Noteholders may in its absolute discretion, or, if so directed (i) in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes or (ii) by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding, shall deliver an Issuer Acceleration Notice in each case subject to having been indemnified and/or secured to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

Upon the service of an Issuer Acceleration Notice, all payments of principal, interest and other amounts in respect of the Notes of each Class shall become immediately due and repayable without further action or formality at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further notice or formality and shall be payable in accordance with the order of priority set out in Condition 3(e) (*Post-Enforcement Priority of Payments*) and on such dates as the Representative of the Noteholders may determine as being Interest Payment Dates.

"Insolvency Event" means:

- (a) the Issuer becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning given to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of the jurisdiction in which the Issuer is deemed to carry on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, receivership, arrangement, adjustment, protection or relief of debtors) or similar proceedings or the whole or any substantial part of the undertaking or assets of the Issuer are subject to a *pignoramento* or similar procedure having a similar effect (other than any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are

being disputed by the Issuer in good faith with a reasonable prospect of success;

- (b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by the Issuer or the same proceedings are otherwise initiated against the Issuer or notice is given of intention to appoint an administrator in relation to the Issuer and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success;
- (c) the Issuer takes any action for a re-adjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than the Issuer Secured Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or
- (d) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of the Issuer (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders, in accordance with the Rules of the Organisation of the Noteholders and relying on any possible legal advice, whose costs shall be in any case borne by the Representative of the Noteholders) or any of the events under article 2484 of the Italian civil code occurs with respect to the Issuer.

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 Servicers have given evidence to the Representative of the Noteholders and the Representative of the Noteholders is satisfied in that respect that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio or the ring-fencing under the Securitisation Law (whether arising from judicial enforcement proceedings, enforcement of the ring-fencing under the Securitisation Law or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents and the Representative of the Noteholders has given notice on the basis of such certificate in accordance with Condition 17 (*Notices*) that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio or the ring-fencing under the Securitisation Law (whether arising from judicial enforcement proceedings, enforcement of the ring-fencing under the Securitisation Law or otherwise) which would

be available to pay amounts outstanding under the Transaction Documents, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and deemed to be discharged in full.

The Organisation of the Noteholders and the Representative of the Noteholders

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

Pursuant to the Rules of the Organisation of the Noteholders (attached to the Conditions as an exhibit), for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders.

The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, which is appointed by the Class A Notes Subscribers, the Class B Notes Subscribers and Junior Notes Subscribers in the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.

Intercreditor Agreement

On the Signing Date, the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), Biver (in any capacity), the Corporate Servicer, the Stichting Corporate Services Provider, the Subordinated Loan Providers, the Back-up Servicer, the Servicers, the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers (with the exception of the Issuer and the Noteholders, the "**Other Issuer Creditors**") have entered into an intercreditor agreement (the "**Intercreditor Agreement**"), pursuant to which the Other Issuer Creditors have agreed to the limited recourse nature of the obligations of the Issuer and to the Priority of Payments described below. The Intercreditor Agreement is governed by Italian law.

Furthermore, C.R.Asti and Biver have 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 Entities (as defined below) through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu), 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.

Purchase of the Notes

The Issuer may not purchase any Notes at any time.

Listing and admission to trading of the Class A Notes and the Class B 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 the Class A Notes will be rated “AA(low)(sf)” by DBRS Ratings Limited (“**DBRS**”) and “Aa3(sf)” by Moody’s Investors Service Ltd (“**Moody's**”) and, together with DBRS, the “**Rating Agencies**”, which expression shall include any successor thereto).

Upon issue it is expected that the Class B Notes will be rated “BBB(high)(sf)” by DBRS.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one of the Rating Agencies.

The Junior Notes will not be assigned a rating.

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

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 Originators to be included in the list published by ESMA referred to in article 27, paragraph 5, of the EU Securitisation Regulation. The Originators have used the service of Prime Collateralised Securities (PCS) UK Limited (“**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**”). 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, the Originators, 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 Intercreditor Agreement, each of the Originators has undertaken to the Issuer, the Representative of the Noteholders and the Arranger that it will retain, on an ongoing basis and in accordance with option (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.

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 Agreements the Issuer acquired from the Originators without recourse (*pro soluto*):

- (a) the monetary claims (the "**C.R.Asti Claims**") and other connected rights arising out of a portfolio consisting of (i) residential mortgage loans which qualify as *mutui fondiari* (the "**C.R.Asti Fondiari Mortgage Loans**") and (ii) other residential mortgage loans which qualify as *mutui ipotecari* (the "**C.R.Asti Ipotecari Mortgage Loans**" and, together with the C.R.Asti *Fondiari* Mortgage Loans, the "**C.R.Asti Mortgage**

Loans" or the "**C.R.Asti Portfolio**") owed to C.R.Asti; and

- (b) the monetary claims (the "**Biver Claims**") and other connected rights arising out of a portfolio consisting of (i) residential mortgage loans which qualify as *mutui fondiari* (the "**Biver Fondiari Mortgage Loans**") and (ii) other residential mortgage loans which qualify as *mutui ipotecari* (the "**Biver Ipotecari Mortgage Loans**") and, together with the Biver *Fondiari Mortgage Loans*, the "**Biver Mortgage Loans**" or the "**Biver Portfolio**") owed to Biver.

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

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

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

Warranties in relation to the Portfolio

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

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

Servicing and collection procedures

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

- (a) collect amounts in respect of each Claim under the Portfolio;
- (b) administer relationships with any person who is a borrower under a 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 relevant Servicing Agreement.

Monies received or recovered in respect of (i) the C.R.Asti Mortgage Loans and the related C.R.Asti Claims (the "**C.R.Asti Collections**") and (ii) the Biver Mortgage Loans and the related Biver Claims (the

"**Biver Collections**" and, together with the C.R.Asti Collections, the "**Collections**") are paid to the relevant Servicer.

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

Collections in respect of the 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 2019; 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 of the C.R.Asti Portfolio has undertaken to prepare and submit to the Arranger, the Representative of the Noteholders and the Issuer by no later than the ninth Business Day before each Interest Payment Date (each such date, a "**Reporting Date**"), reports (each, a "**C.R.Asti Servicer Report**") in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the C.R.Asti Portfolio, the C.R.Asti Claims and any C.R.Asti Collections in respect of the preceding Collection Period. The first Reporting Date will be on 13 December 2019.

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

Starting from the Initial Execution Date and until the effective date of the extraordinary transaction between Biver and C.R.Asti (the "**Aggregation Date**"), C.R.Asti has undertaken to prepare and submit to the Computation Agent, the Rating Agencies, the Arranger, the Representative of the Noteholders and the Issuer, by no later than the second Business Day following each Reporting Date, reports (each, a "**Consolidated Servicer Report**") in the form set out in the C.R.Asti Servicing Agreement and containing information as to, *inter alia*, the Portfolio, the Claims and any Collections in respect of the preceding Collection Period. The undertaking of C.R.Asti to prepare the

Consolidated Servicer Report (i) is subject to the actual receipt by C.R.Asti of the Biver Servicer Report, (ii) consists of the mere aggregation of the data and information owned by C.R.Asti with the data and information provided by Biver in the Biver Servicer Report and (iii) does not bind C.R.Asti to verify the data and information contained in the Biver Servicer Report, which is prepared by Biver on its own and exclusive liability. Pursuant to the Biver Servicing Agreement, Biver has undertaken to indemnify and hold harmless C.R.Asti in respect of any damage, higher cost or expense which it may incur by reason of (i) failure by Biver to prepare and submit to C.R.Asti the Biver Servicer Report and (ii) non accuracy and/or truthfulness of the data and information contained in the Biver Servicer Report, to the extent that such damages, higher costs or expenses are not the consequence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) of C.R.Asti.

Starting from the first Reporting Date following the Aggregation Date, C.R.Asti has undertaken to prepare and deliver to the SPV, the Arranger, the Rating Agencies and the Representative of the Noteholders a report relating to the activity carried out by C.R.Asti as servicer in the immediately preceding Collection Period with reference to the C.R.Asti Claims and the Biver Claims, in the form set out in the C.R.Asti Servicing Agreement and containing all the information relating to the Claims required in order to comply with any applicable law (the “**Post-Aggregation C.R.Asti Report**”).

Servicing fee

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

- (a) an amount equal to 0.1 per cent., on an annual basis, of the Outstanding Principal of the Claims of the relevant Portfolio (excluding the Defaulted Claims of the relevant 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 relevant 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 € 10,000.00 (exclusive of VAT) on an annual basis, to be paid in quarterly instalments (the “**Consultancy Fee**” and, together with the Collection Fee and the Recovery Fee, the “**Servicing Fee**”).

“**C.R.Asti Defaulted Claims**” means any C.R.Asti Claim under which there are at least 15 (fifteen) Unpaid Instalments (in case of monthly payment) or at least 3 (three) Unpaid Instalments (in case of semi-annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy’s supervisory regulations.

“**Biver Defaulted Claims**” means any Biver Claim under which there

are at least 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 (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy's supervisory regulations.

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

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 20 (twenty) days, following the date on which it should have been paid under the terms of the relevant 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 Agreements and the Back-up Servicing Agreement*", below.

4. THE ACCOUNTS OF THE ISSUER

The Accounts

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

- (a) a euro-denominated current account into which each relevant Servicer will be required to deposit the Collections pursuant to the relevant Servicing Agreement (the "**Collection Account**");
- (b) a euro-denominated current account into which the Issuer will be required to deposit: (i) on the Issue Date, €17,800,000 (equal to the Target Cash Reserve Amount as at the Issue Date), being a portion of the overall amount drawn down by the Issuer under the Subordinated Loan Agreement; and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, 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, 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; and
- (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.

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 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 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 Italian Paying Agent

If the Italian 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 Italian Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Italian Paying Agent and appoint a substitute Italian Paying Agent which is an Eligible Institution, provided that the administrative costs incurred with respect to the selection of a successor Italian Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Italian Paying Agent) shall be borne by the Italian Paying Agent.

Eligible Institution

"Eligible Institution" means a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose debt obligations (or whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any State which is a member of the European Union or of the United States of America, whose unsecured and unsubordinated debt obligations) are rated at least as follows:

- (a) at least “BBB (high) by DBRS as a long term rating or “A (low) as “Critical Obligation Rating” (or, if its long-term debt rating is not publicly rated by DBRS, but is rated by at least any one of Fitch, Moody's and S&P, the DBRS Equivalent Rating with respect to its long-term debt obligations);
- (b) at least “Baa2” by Moody’s as a long term rating.

“**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.

“**DBRS Equivalent Rating**” means with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent),

- (a) The public rating assigned by DBRS; or, if not applicable,
- (b) The private rating assigned by DBRS; or if not applicable,
- (c) The rating so determined
 - (i) if a Fitch public rating, a Moody's public rating and a Standard & Poor's Corporation public rating in respect of the Eligible Investment or the Eligible Institution (each, a "Public Rating") are all available at such date, the DBRS Rating will be the DBRS Equivalent Rating of such Public Rating remaining (upon conversion on the basis of the DBRS Equivalent Chart) after disregarding the highest and lowest of such Public Ratings from such rating agencies (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below). For this purpose, if more than one Public Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Ratings shall be so disregarded;
 - (ii) if the DBRS Rating cannot be determined under (a) above, but Public Ratings of the Eligible Investment by any two of Fitch, Moody's and Standard & Poor's Corporation are available at such date, the DBRS Equivalent Rating of the lower such Public Rating (upon conversion on the basis of the DBRS Equivalent Chart) (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and
 - (iii) if the DBRS Rating cannot be determined under (a) and (b) above, but Public Ratings by any one of Fitch, Moody's and Standard & Poor's Corporation are available at such date, then the DBRS Equivalent Rating will be such Public Rating (upon conversion on the basis of the DBRS Equivalent Chart) (provided that if such Public Rating is

under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

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

"DBRS Equivalent Chart"

DBRS		Moody's		Standard & Poor's Corporation		Fitch	
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term	Long Term	Short Term
AAA	R-1 (high)	Aaa	P-1	AAA	A-1+	AAA	F1+
AA(high)		Aa1		AA+		AA+	
AA	R-1 (middle)	Aa2		AA		AA	
AA(low)		Aa3		AA-	A-1	AA-	F1
A(high)	R-1 (low)	A1		A+		A+	
A		A2		A		A	
A(low)		A3	P-2	A-	A-2	A-	F2
BBB(high)	R-2 (high)	Baa1		BBB+		BBB+	
BBB	R-2 (middle)	Baa2	P-3	BBB	A-3	BBB	F3
BBB(low)	R-2 (low) R-3	Baa3		BBB-		BBB-	
BB(high)	R-4	Ba1		BB+		BB+	B
BB		Ba2		BB		BB	
BB(low)		Ba3		BB-		BB-	
B(high)		B1		B+		B+	
B	R-5	B2		B		B	C
B(low)		B3		B-		B-	
CCC		Caa1		CCC+		CCC+	
		Caa2		CCC		CCC	
		Caa3		CCC-		CCC-	
CC		Ca		CC		CC	
C		C		D		D	

Eligible Investments

"Eligible Investments" means:

- 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
- 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 “BBB (high)” 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)”; or
- (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:

- (a) 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;
- (b) 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 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;

- (c) in any case, if such investments consist of repurchase transactions, they shall have a maturity not longer than 60 days and provided that in any case the maturity of such investment shall fall not later than the 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
- (d) 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.

“**DBRS Rating**” means any of the following:

- (a) the public rating assigned by DBRS; or, if not applicable,
- (b) the private rating assigned by DBRS; or, if not applicable,
- (c) the rating so determined:
 - (i) if a Fitch public rating, a Moody's public rating and a Standard & Poor's Corporation public rating in respect of the Eligible Investment or the Eligible Institution (each, a "Public Rating") are all available at such date, the DBRS Rating will be the DBRS Equivalent Rating of such Public Rating remaining after disregarding the highest and lowest of such Public Ratings from such rating agencies (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below). For this purpose, if more than one Public Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Ratings shall be so disregarded;
 - (ii) if the DBRS Rating cannot be determined under (a) above, but Public Ratings of the Eligible Investment by any two of Fitch, Moody's and Standard & Poor's Corporation are available at such date, the DBRS Equivalent Rating of the lower such Public Rating (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating

will be considered one notch below); and

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

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

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 fourth Business Day prior to each Interest Payment Date (each such date, a "**Calculation Date**"), the Computation Agent will calculate, based, *inter alia*, on the Statement of the Accounts, the Issuer Available Funds and the payments to be made under the Priority of Payments set out below and will prepare a report (the "**Payments Report**") setting forth, *inter alia*, each of the above amounts and will deliver the Payments Report to, *inter alia*, the Issuer, the Arranger, the Representative of the Noteholders, the Italian Paying Agent, the Transaction Bank, the Corporate Servicer, the Rating Agencies and the Servicers.

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

In addition, the Computation Agent has agreed to prepare, on behalf of the Reporting Entities, and deliver to, *inter alia*, the Issuer, the Representative of the Noteholders, any stock exchange on which the Notes are listed, the Servicers, the Reporting Entities, the Arranger and the Rating Agencies, 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 (e) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (the "**Investor Report**") 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, (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.

The Investor Report will be prepared by the Computation Agent, on behalf of the Reporting Entities, by no later than the second Business Day immediately following each Interest Payment Date and will be delivered to the Reporting Entities in a timely manner in order for the Reporting Entities to make it available on the website of European DataWarehouse (being, as at the date of the Prospectus, www.eurodw.eu) within the month following the immediately preceding Interest Payment Date, pursuant to the EU Securitisation Regulation and in accordance with the Agency and Accounts Agreement.

The first Investor Report will be available by no later than two Business Days immediately following the Interest Payment Date falling in December 2019.

The Investor Report will also be available on the website of the Computation Agent, currently at <https://home.kpmg.com/it/it/home/services/Accounting.html>.

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

5. PRIORITY OF PAYMENTS

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

"Issuer Available Funds" means:

- (a) as of each Calculation Date prior to the service of an Issuer Acceleration Notice, an amount equal to the sum of:
 - (i) the amount standing to the credit of the Collection Account and of the Payments Account as at the end of the Collection Period immediately preceding the relevant Calculation Date consisting of, *inter alia*, (A) payment of interest and repayment of principal under the 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 Cash Reserve 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; and
 - (ix) all amounts of interest accrued on the Accounts and paid during the Collection Period immediately preceding such Calculation Date; and
- (b) as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims and the Issuer's Rights under the Transaction Documents.

Amortisation

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

Pre-Enforcement Priority of Payments

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

- (i) *first*, 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 and Biver 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 and Biver 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 Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, 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 each of the Originators in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the relevant Transfer Agreement;
 - (v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;
 - (vi) *sixth*, on each Interest Payment Date up to (but excluding) the Interest Payment Date following the date on which a Performance Trigger has occurred and in any event on each Interest Payment Date following the redemption in full of the Class A Notes, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class B Notes;
 - (vii) *seventh*, following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Interest Payment Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, to credit the remainder to the Collection Account;

- (viii) *eighth*, 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;
- (ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;
- (x) *tenth*, on the Interest Payment Date following the date on which a Performance Trigger has occurred and on each Interest Payment Date thereafter until the Interest Payment Date on which the Class A Notes will be redeemed in full, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class B Notes;
- (xi) *eleventh*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;
- (xii) *twelfth*, 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);
- (xiii) *thirteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators, in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement without any duplication with item (iv);
- (xiv) *fourteenth*, in or towards satisfaction of all amounts due and payable to each of the Originators under the terms of the Letter of Undertaking;
- (xv) *fifteenth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement;
- (xvi) *sixteenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;
- (xvii) *seventeenth*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;
- (xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Junior Notes (other than the Junior Notes Additional Remuneration);

- (xix) *nineteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;
- (xx) *twentieth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes have been repaid in full; and
- (xxi) *twenty-first*, 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.

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 and Biver 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 and Biver 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 Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, 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 each of the Originators in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the relevant Transfer Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;
- (vi) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes;
- (vii) *seventh*, in or towards repayment, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class B Notes at such date;
- (viii) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;
- (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 each of the Originators:
 - (A) in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement without any duplication with item (iv); 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 Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers, *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 each of the Subordinated Loan Providers (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 each of the Subordinated Loan Providers 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.

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 all interest accrued but not paid in respect of the relevant Mortgage Loans as at the Valuation Date (inclusive) being equal to:

- (A) € 173,682.15 with respect to C.R.Asti; and
- (B) € 44,900.96 with respect to Biver,

which will be paid to the relevant 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 or Biver and the relevant Borrower as at the Valuation Date (inclusive) being equal to:

(A) € 103,426.49 with respect to C.R.Asti;

(B) nil with respect to Biver,

which will be paid to the relevant 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 or Biver and the relevant Borrower as at the Valuation Date (inclusive) being equal to:

(A) € 211,994.82 with respect to C.R.Asti;

(B) € 835,821.36 with respect to Biver,

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

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 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 relevant Originator pursuant to which the relevant Originator has notified its intention to exercise its repurchase option pursuant to article 13 of the relevant 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 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
- (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 and the Class B Notes (if and to the extent that the Junior Noteholders have waived their rights to receive any payments due under the Junior Notes) and any obligations ranking in priority, or *pari passu*, thereto,

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

"Portfolio Outstanding Amount" means, on each Interest Payment Date, the aggregate Outstanding Principal of all the Claims as at the end of the immediately preceding Collection Period, and **"Initial Portfolio Outstanding Amount"** means the aggregate Outstanding Principal of all the Claims as at the Valuation Date, being equal to €988,008,895.88.

"Purchase Price" means the purchase price:

- (A) for all the C.R.Asti Claims, equal to € 862,439,000.00;
- (B) for all the Biver Claims, equal to € 125,569,000.00,

and **"Purchase Prices"** means the aggregate of the Purchase Price of each Transfer Agreement.

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

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

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds (i) to redeem all the Notes (or the 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 and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all (but not some only) the Notes; and
- (ii) providing to the Representative of the Noteholders:
 - (A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international repute (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or interpretation or administration thereof;
 - (B) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that the obligation to make such deduction or withholding or the suffering by the Issuer of such deduction or withholding cannot be avoided or, as the case may be, the events under paragraph (d) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer making reasonable endeavours; and
 - (C) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under the Notes (or the Class A Notes and the Class B 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 the Class B Notes and assumptions

The estimated weighted average life of the Class A Notes and Class B 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 and Class B 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 Class B 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 Class B Notes and Assumptions*", below.

7. CREDIT STRUCTURE

Subordinated Loan Agreement

Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Providers have agreed to advance to the Issuer subordinated loans in an aggregate amount of €17,850,000 which the Issuer will utilize as follows:

- (a) €17,800,000 (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.

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 €17,800,000 will be credited to the Cash Reserve Account on the Issue Date.

"Target Cash Reserve Amount" means €17,800,000, save that:

- (a) on each Interest Payment Date the Target Cash Reserve Amount will be reduced to the higher of (i) 2 per cent. of the Principal Amount Outstanding of the Rated Notes and (ii) €8,893,000; and
- (b) on the Interest Payment Date on which the Class A Notes will be redeemed in full the Target Cash Reserve Amount will be reduced to zero.

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 Originators, 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"**.

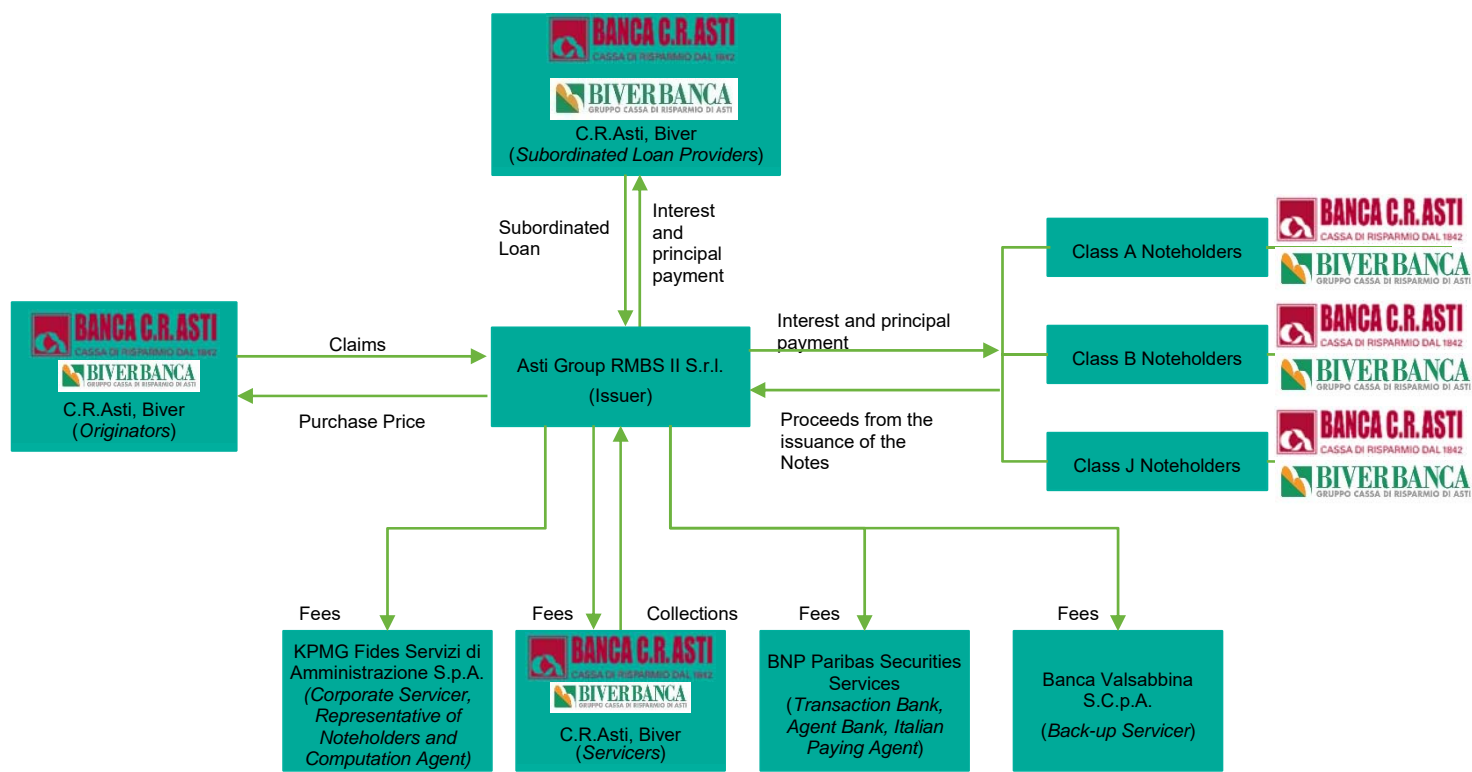
Letter of Undertaking

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 and Biver (in such capacity the **"Financing Banks"**), the Financing Banks have 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 (xiv) 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 and/or Biver of any obligation of a Borrower or of the Issuer. The Letter of Undertaking is governed by Italian law.

STRUCTURE DIAGRAM

The following structure diagram does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus. Words and expressions defined elsewhere in this Prospectus shall have the same meanings in this structure diagram.



RISK FACTORS

Investing in the Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

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

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may, exclusively or concurrently, occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Words and expressions defined in the Conditions or elsewhere in this Prospectus have the same meanings in this section.

Risk factors in relation to the Notes

Absence of secondary market and limited liquidity

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 A Notes and the Class B Notes on the regulated market of the Luxembourg Stock Exchange, there can be no assurance that a secondary market for any of the Class A Notes and the Class B Notes will develop, or, if a secondary market does develop in respect of any of the Class A Notes and the Class B Notes, that it will provide the holders of such Class A Notes or Class B Notes with liquidity of investments or that it will continue until the final redemption or cancellation of such Class A Notes or Class B 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 A Notes and the Class B Notes must be prepared to hold such notes until the Maturity Date. Illiquidity can have a severe adverse effect on the market value of the Notes. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes. Any Class of Notes may experience illiquidity, although generally illiquidity is more likely to occur in respect of Classes that are especially sensitive to prepayment, credit or interest rate risk or that have been structured to meet the investment requirements of limited categories of Noteholders.

In addition, prospective Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Notes. As a result of the current liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Notes to investors.

Moreover, the current liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Notes. While it is possible that the current liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Notes will recover at the same time or to the same degree as such other recovering global credit market sectors.

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

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

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

Since the referendum occurred on 23 June 2016, where the United Kingdom voted to leave the European Union, there has been increased volatility and disruption of the capital, currency and credit markets, including the market for securities similar to 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

Various interest rate 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, including Regulation (EU) No. 2016/1011 (the “**Benchmark Regulation**”).

Under the Benchmark Regulation, which applied from 1 January 2018 in general, new requirements were introduced with respect to the provision of a wide range of benchmarks (including EURIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union.

In particular, the Benchmark Regulation, 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 to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, deemed equivalent or recognised or endorsed).

Additionally, in March 2017, the European Money Markets Institute (the “**EMMI**”) published a position paper referring to certain proposed reforms to EURIBOR, which reforms aim to clarify the EURIBOR specification, to develop a transaction-based methodology for EURIBOR and to align the relevant methodology with the Benchmark Regulation, the IOSCO’s proposed Principles for Financial Market Benchmarks (July 2013) and other regulatory recommendations. The EMMI has since indicated that there has been a “change in market activity as a result of the current regulatory requirements and a negative interest rate environment” and “under the current market conditions it will not be feasible to evolve the current EURIBOR methodology to a fully transaction-based methodology following a seamless transition path”. It is the current intention of the EMMI to develop a hybrid methodology for EURIBOR.

These reforms and other pressures may cause one or more interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.

Based on the foregoing, prospective investors should in particular be aware that:

- a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including EURIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be; and
- b) if EURIBOR or any other relevant interest rate benchmark is discontinued or is otherwise unavailable, then the rate of interest on the Notes will be determined for a period by the relevant fallback provisions, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks (in the Euro-zone interbank market in the case of EURIBOR), may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time).

These reforms and other pressures may cause such benchmarks to disappear entirely or to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted. Generally, any such modification or potential consequence of the discontinuation of EURIBOR could have a material adverse effect on the value of and return on any of the Notes.

Based on the foregoing, prospective investors should in particular be aware that any of the reforms or pressures described above or any other changes to a relevant interest rate benchmark (including EURIBOR)

could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be.

Pursuant to article 20 of the Benchmark Regulation and to Regulation (EU) 2016/1368 of 11 August 2016, EURIBOR has been considered a critical benchmark, and it is therefore subject to mandatory administration, in accordance with article 21 of the Benchmark Regulation. Accordingly, the administrator of EURIBOR shall become part of the register of benchmark administrators referred to in article 36 of the Benchmark Regulation. However, as at the date of this Prospectus, the administrators of EURIBOR are not included in ESMA's register of administrators under article 36 of the Benchmark Regulation. As far as the Issuer is aware, the transitional provisions in article 51 including its paragraphs 1 and 3, of the Benchmark Regulation apply, such that the administrators of EURIBOR are not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).

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

Following issuance of the Class A Notes, application may be made to a central bank in the Eurozone to record the Class A Notes as eligible collateral, within the meaning of the guidelines of the European Central Bank (the “**ECB**”) of 20 September 2011 on monetary policy instruments and procedures of the Eurosystem, as subsequently amended and supplemented, for liquidity and/or open market transactions carried out with such central bank. The relevant central bank will ultimately assess and confirm whether the Class A Notes qualify as eligible collateral for liquidity and/or open market operations in accordance with its policies and it will not confirm their eligibility prior to their issuance. However, following admission of the Class A Notes as eligible collateral for liquidity and/or open market operations, the relevant central bank may at any time amend or withdraw any such approval. None of the Issuer, the Originators or the Arranger gives any representation or warranty as to whether the relevant central bank will ultimately confirm the eligibility of the Class A Notes and none of the Issuer, the Originators or the Arranger will have any liability or obligation in relation thereto if the Class A Notes are deemed ineligible for such purposes.

ECB Asset-Backed Securities Purchase Programme

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

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

Suitability

Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluation of the investment.

Investment in the Notes is only suitable for investors who:

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

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

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

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

Performance of the Portfolio

The Portfolio comprises (i) residential mortgage loans which qualify as *mutui fondiari* and (ii) other residential mortgage loans which qualify as *mutui ipotecari* (collectively, the “**Mortgage Loans**”) and which were classified as performing (*crediti in bonis*) by the Originators in accordance with the Bank of Italy’s supervisory regulations as at 31 May 2019 (the “**Valuation Date**”). 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 duration of enforcement proceedings in respect of the Portfolio, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken. Factors which can have a significant effect on the duration of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Mortgage Loans and the Mortgages; (ii) obtaining title deeds from land registries which are in the process of digitising their records can take up to two or three years; and (iii) further time is required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) and if the Borrower raises a defence or counterclaim to the proceedings. In the Republic of Italy it takes an average of six to seven years from the time lawyers commence enforcement proceedings to the time an auction date is set for the forced sale of any assets. In this respect, it is to be taken into account that Italian law No. 302 of 3 August 1998 and law 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.

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 each Originator and the relevant insurance company. Both the individual policies and the umbrella policies cover, *inter alia*, the risk of the 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.

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 each 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 A Notes and the Class B Notes. The section headed “*Estimated weighted average life of the Class A Notes and the Class B Notes and Assumptions*” is based on certain specific assumptions in this specific respect.

Renegotiation of Mortgage Loans

Under each Transfer Agreement, the relevant 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 relevant 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 the relevant 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 11 per cent. of the aggregate Outstanding Principal of all the relevant 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. See "*The Portfolio*".

No independent investigation in relation to the Portfolio

None of the Issuer, the Arranger nor any other party to the Transaction Documents (other than the Originators) has undertaken or will undertake any loan file review, 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 Originators in the Warranty and Indemnity Agreements and in the Transfer Agreements. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Claim will be the requirement that the relevant Originator indemnifies the Issuer for the damage deriving therefrom or repurchases the relevant Claim, in any event subject to the conditions of the relevant Transfer Agreement and the Warranty and Indemnity Agreement. See “*The Transfer Agreements*” and “*The Warranty and Indemnity Agreements*” below. There can be no assurance that the relevant Originator will have the financial resources to meet such obligations.

The parties to each Warranty and Indemnity Agreement have expressly agreed, pursuant to clause 8 thereof, that claims for a breach of representation or warranty given by the relevant Originator may be pursued against

the relevant Originator until two years and one day after the earlier of (i) the 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 Agreements.

Liquidity and credit risk

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

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

Interest rate risk

The 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 Agreements, each 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 Agreements*”). In order to mitigate the interest rate risk in respect of the Rated Notes, the rate of interest payable on the Rated Notes is subject to a cap of: (A) for the Class A Notes (x) 2.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021; and (y) 3.50 per cent. per annum on any Interest Payment Date thereafter and as (b) for the Class B Notes (x) 3.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021; and (y) 4.50 per cent. per annum on any Interest Payment Date thereafter. 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 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.

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

In a number of circumstances, the Notes may become subject to early redemption. Early redemption of the Notes as a result of some circumstances may be dependent upon receipt by the Representative of the Noteholders of a direction from, or a resolution passed by, a certain majority of Noteholders. If the economic interest of a Noteholder represents a relatively small proportion of the majority and its individual vote is contrary to the majority vote, its direction or vote may be disenfranchised and, if a determination is made by certain of the Noteholders to redeem the Notes, such minority Noteholders may face early redemption of the Notes held by them.

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

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

Subordination and credit enhancement

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

- (i) in respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:
 - (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the Class B Notes and the Junior Notes;
 - (B) the Class B Notes will rank *pari passu* without any preference or priority among themselves and in priority to the Junior Notes but subordinate to the Class A Notes; and
 - (C) the Junior Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the Class A Notes and the Class B Notes;
- (ii) in respect of the obligations of the Issuer to repay principal on the Notes, prior to the service of an Issuer Acceleration Notice:
 - (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest in respect of the Class A Notes and the Class B Notes (up until the occurrence of a Performance Trigger) and in priority to repayment of interest and principal on the Junior Notes;
 - (B) the Class B 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 the Class B Notes and repayment of principal on the Class A Notes and in priority to repayment of interest and principal on the Junior Notes; and
 - (C) 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 the Class B 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 A Notes and the Class B Notes;
- (iii) in respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*):
 - (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to payment of interest and repayment of principal on the Class B Notes and the Junior Notes;
 - (B) the Class B 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 but subordinate to payment of interest and repayment of principal on the Class A Notes; and
 - (C) 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 and the Class B 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, the Class B 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, the Class B 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, the Class B Notes or, as applicable, the Junior Notes.

Limited enforcement rights

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

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

Relationship among Noteholders and between Noteholders and Other Issuer Creditors

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

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

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

and in addition, in each case, provided that it is indemnified and/or secured to its satisfaction against all liabilities and all costs and expenses (provided that supporting documents are delivered) which it may incur in so doing. In addition, following an Event of Default pursuant to Condition 10(ii) (*Breach of other material obligations*) and 10(iv) (*Failure to take action*), the service of an Issuer Acceleration Notice has to be approved either in writing by the holders of at least 60 per cent. of the Principal Amount Outstanding of the Most Senior Class or by an Extraordinary Resolution of the holders of the Most Senior Class.

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

Rights of set-off

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

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 prior to the Issue Date notified by the Originators to be included in the list published by ESMA referred to in article 27, paragraph 5, of the EU Securitisation Regulation. The Originators have used the service of Prime Collateralised Securities (PCS) UK Limited (**"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"**). 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.

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, originators 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, the Originators, 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.

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 Originators. 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 Originators for the purposes of complying with any relevant requirements and none of the Issuer, the Originators, the 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 are not in final form or have not been adopted yet. Therefore, the final scope of application of such Regulatory Technical Standards and the compliance of the Securitisation with the same is not assured. Non-compliance with final 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.

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 originators, 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. In the case of those institutional investors subject to regulatory capital requirements, criminal 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.

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 Originators (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 70 Part II of 15 June 2019, and (ii) the registration of the transfer in the companies' register of Rome on 26 June 2019. In fact, notification to single borrowers is only required in case of assignments perfected under (i) article 58 of the 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 Banking Act, in case of consumer loan agreements where the original lender does not maintain the servicing of the relevant claims.

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

Furthermore the Securitisation Law has been amended by law decree 24 June 2014 No. 91, converted with amendments into law No. 116 of 11 August 2014, published in the Official Gazette of the Republic of Italy No. 192 of 20 August 2014 (the "**Competitività Decree**"), which, *inter alia*, (a) introduces the possibility for issuers to perform lending activity ensuring an adequate regulatory control through the involvement of

regulated entities and (b) clarifies the segregation mechanics provided under the amended article 3 of the Securitisation Law.

In addition to that, by Law Decree n. 50 of 24 April 2017 (containing urgent provisions on financial matters, initiatives in favour of territorial authorities, further actions for areas affected by seismic events and development measures) (“**Decree 50/2017**”), converted with amendments by Law n. 96 of 21 June 2017, some changes and supplements have been made to the Securitisation Law in order to, mainly, be a more useful management tool of the non performing loans (the “**NPLs**”), of leasing companies, the non performing loans secured by assets and the unlikely to pay debts (the “**UTPs**”).

The above provisions apply to NPLs’ and UTPs securitisation transactions and are mainly aimed to:

- i. facilitate the NPLs’ trade of leasing companies and secured NPLs;
- ii. facilitate the trade of NPLs’ and UTPs owed to banks by companies that are in a situation of crisis.

Law No. 145 of 30 December 2018 (the “**2019 Budget Law**”), as published in the Official Gazette No. 302 of 31 December 2018, provided, *inter alia*, for certain amendments to the Securitisation Law applicable as of 1 January 2019.

In particular, the 2019 Budget Law introduced new measures to the Securitisation Law aiming at:

- i. further favouring the realization of securitisations through the purchase or subscription by the SPV of, *inter alia*, bonds or debt securities, by providing that where the notes issued in the context of the securitisation are to be purchased by qualified investors pursuant to article 100 of the Consolidated Financial Act, certain restrictions do not apply;
- ii. allowing SPVs to grant financings also in conjunction with and in addition to the transactions provided for under article 1, paragraphs 1 and 1-*bis* of the Securitisation Law;
- iii. clarifying certain aspects of article 7, paragraph 1(a) of the Securitisation Law, on lending operations carried out by the SPV *vis-à-vis* the transferor;
- iv. extending the application of the Securitisation Law to securitisation transactions concerning the securitization of proceeds deriving from the ownership or other rights on real estate, registered movable properties; and
- v. introducing new measures allowing the borrowers of the SPV to segregate the claims and assets representing the guarantee for the financings received and/or to constitute a pledge over such claims and assets.

The 2019 Budget Law requires the adoption of one or more decrees to be issued by the Ministry of Economics and Finance within 90 (ninety) days from the entry into force of the 2019 Budget Law in order to enact and implement the aforementioned amendments to the Securitisation Law. As at the date of this Prospectus, the decrees implementing the amendments to the Securitisation Law have not been published yet and, therefore, possible risks for the Noteholders cannot be assessed.

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.

Servicing of the Portfolio

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

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

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

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

Commingling risk

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

In order to reduce such risk, the Collections are required to be transferred by each of C.R.Asti and Biver A) up to the Issue Date (excluded), into the interim collection account opened with, respectively, Cassa di Risparmio di Asti S.p.A. in the name of the Servicer of the C.R.Asti Portfolio and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. in the name of the Servicer of the Biver Portfolio by 10:00 a.m. (Milan time) of the Business Day immediately following the day of receipt, in accordance with the procedure described in the relevant Servicing Agreement, and (B) starting from the Issue Date, into the Collection Account held with the Transaction Bank by 11:00 a.m. (Milan time) of the same Business Day. 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. Prospective Noteholders should note that, following the insolvency of any of the Servicers, the Issuer (or the substitute servicer on behalf of the Issuer) will have to issue new payment instructions to the relevant Borrowers to pay directly to the Issuer or the substitute servicer. The Issuer is subject to the risk that monies paid by the relevant Borrowers to the insolvent Servicer prior to the new instructions being issued are lost or temporarily unavailable to the Issuer. In order to reduce that risk, the Issuer has established a Cash Reserve which is fully funded on the Issue Date and which will be replenished, subject to the availability of sufficient Issuer Available Funds, in accordance with the Pre-Enforcement Priority of Payments. See "*Credit structure*" below.

Yield and repayment considerations

The yield to maturity of the Notes of each Class will depend, *inter alia*, on the amount and timing of repayment of principal (including prepayments and sale proceeds arising on enforcement of a 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 subrogation under the Bersani Decree*" and "*Estimated Weighted Average Life of the Class A Notes and Class B Notes and assumptions*" below.

Administration and reliance on third parties

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

In the event of C.R.Asti and/or Biver ceasing to act as servicer under the relevant Servicing Agreement, 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 one or more Servicers (other than C.R.Asti and Biver) under the Servicing Agreements, it would be necessary for the Issuer to appoint a substitute servicer (acceptable to the Representative of the Noteholders). Such substitute servicer would be required to assume responsibility for the services required to be performed under the relevant Servicing Agreement for the 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 relevant Servicer pursuant to the relevant Servicing Agreement. In such circumstances, the Issuer could attempt to sell all, or part of, the Claims, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders. The Representative of the Noteholders has no obligation to assume the role or responsibilities of the relevant Servicer or to appoint a substitute servicer.

Italian Usury law

The interest payments and other remuneration paid by the Borrowers under the 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 25 March 2019). 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.

Pursuant to the Warranty and Indemnity Agreements, the Originators have undertaken to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any loss or reduction 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 Agreements, with regard to any Mortgage Loan contravening the Usury Regulations, the Originators have also undertaken to indemnify the Issuer in respect of any interest (including penalty interest) which would have accrued on the relevant 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 normativo*".

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 Consolidated Banking Act, concerning compounding of interest accrued in the context of banking transactions, has been amended by article 17-*bis* of Law Decree number 18 of 14 February 2016 (as converted into law by Law number 49 of 8 April 2016), providing that interests (other than defaulted interests) shall not accrue on capitalised interests. Paragraph 2 of article 120 of the Consolidated Banking Act also delegated to the CICR to establish the methods and criteria for the compounding of interest. In this respect, the CICR, pursuant to a resolution dated 3 August 2016 (the "**2016 Resolution**"), has provided, *inter alia*, that: (i) interest is to be accounted separately from principal; (ii) as already provided under new article 120 of the Consolidated Banking Act, interest becomes due from the 1st of

March after the year in which it accrued. Provided that, in any case, such interest becomes payable, after a 30-day period (which begins from the day on which the relevant Borrower becomes aware of the amount to be paid) during which the Borrower could pay such interest without being in default; and (iii) the Borrower and the bank can agree in advance - in order to avoid payment of the arrears or the beginning of legal proceedings – to charge the interest directly to the relevant Borrower's account using including via an overdraft facility (with the consequent accrual of interest on the amounts used to extinguish such debt). Intermediaries shall apply 2016 Resolution, at the latest, from 1st October 2016. However, the impact of such implementation provisions may not be predicted as at the date hereof.

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

Each of the Originators has, however, represented in the relevant 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.

Legal proceedings

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

Prepayments by Borrowers

The Securitisation Law, as amended by law decree No. 145 of 23 December 2013 (*"Interventi urgenti di avvio del piano "Destinazione Italia", per il contenimento delle tariffe elettriche e del gas, per la riduzione dei premi RC-auto, per l'internazionalizzazione, lo sviluppo e la digitalizzazione delle imprese, nonché misure per la realizzazione di opere pubbliche ed EXPO 2015"*), converted with amendments into Law No. 9 of 21 February 2014 (the **"Destinazione Italia Decree"**), provides that (i) the claw-back provisions set forth in article 67 of the Bankruptcy Law do not apply to payments made by the Borrowers to the Issuer in respect of the securitised Claims and (ii) the payments made by assigned debtors under securitised claims are not subject to the declaration of ineffectiveness pursuant to article 65 of the Bankruptcy Law.

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

On 31 January 2007 the Italian Government adopted law decree No. 7 which was later converted into law by Law No. 40 of 2 April 2007 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 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 Banking Act prepayment fees are no longer permitted. Any provision to the contrary is null and void.

The Bersani Decree, as replaced by article 161, paragraph 7-ter of the Banking Act, also contains also 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 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 is expected to have 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 Agreements. 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 A Notes and the Class B Notes and assumptions*".

Borrower's right to suspend payments under a Mortgage Loan

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 new 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"

Finally, 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.

Settlement of the crisis (sovraindebitamento) under Law No. 3/2012

According to law No. 3 of 27 January 2012, as amended ("**Law No. 3/2012**"), a debtor in a state of over indebtedness ("*stato di sovraindebitamento*") is entitled to submit to his creditors, with the assistance of a competent body ("*Organismi per la composizione della crisi da sovraindebitamento*"), a debt restructuring arrangement ("**Restructuring Agreement**"). The Restructuring Agreement becomes effective upon approval ("*omologazione*") by the competent Court and provided that it is entered into with creditors representing at least 60 per cent. of the debtor's claims.

Law 3/2012, applies, *inter alios*, to debtors who are not eligible to be adjudicated bankrupt under the Bankruptcy Law, to the extent they comply with certain provisions stated therein. In addition a specific procedure is provided by Law 3/2012 in relation to debtors who qualify as consumers ("*consumatori*").

Under the approved Restructuring Agreement, which shall be binding for all of the creditors of the relevant debtor, the latter may obtain up to a one-year period moratorium for secured creditors ("*creditori privilegiati*"). Furthermore, the court may issue an order preventing creditors from commencing foreclosure procedures and seizures ("*sequestri conservativi*") and creating pre-emption rights ("*diritti di prelazione*") on the debtor's assets.

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

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

Delegation of powers to the Italian Government for the reform of corporate reorganisation and Insolvency Law

On 11 October 2017 the Italian Parliament approved the text of law which confers powers on the Italian government for an overall reform of insolvency law and corporate reorganisation proceedings in the context of over-indebted corporate entities (the "**Delegated Legislation**").

The Delegated Legislation is the result of a review of the Italian legislative decree no. 267 of 16 March 1942 (hereinafter the "**Bankruptcy Law**") conducted by an experts' committee set up in 2015. Such review aims at introducing a reform of insolvency legislation that is better suited to the current economic situation and consistent with the indications received from the European legislator.

The Delegated Legislation is inspired by the principle of an early detection and resolution of corporate insolvency also through flexible and modern reorganisation methods; in such a context, the declaration of bankruptcy (now defined as judicial liquidation, "*liquidazione giudiziale*") is considered as a last resort alternative in absence of other options that can guarantee continuation of the corporate activity. Please note

that it is likely that in the coming months this Delegated Legislation may be amended to correct certain aspects that, according to the current wording of the law, are not clear or in any case need improvements.

In accordance with the above principles, the Delegated Legislation introduces the new “preemptive and assisted reorganisation procedures”, further complementing in this way the regulation of the currently existing pre-insolvency proceedings (*i.e.* restructuring proceedings under article 182*bis* and certified plans under article 67(3)(d) of the Bankruptcy Law) and insolvency proceedings (scheme of arrangements with creditors and bankruptcy). The reform of the so - called *extraordinary administration* proceedings has not been included in the scope of the Delegated Legislation and will likely require an *ad hoc* intervention.

Stakeholders have long faced a difficulty in coordinating the restructuring proceedings of companies belonging to the same group. The legislation currently in force does not provide for the opening of a single restructuring proceeding with regard to multiple affiliated companies, this resulting in an inefficient process also compounded by the fact that different territorial courts have competence for each different single proceedings. Therefore, in order to address such issues, the Delegated Legislation provides for the introduction of a new joint proceedings for group insolvencies. More specifically, the Delegated Legislation introduces:

- a) a definition of “corporate group” by reference to the criteria of direction and coordination referred to in articles 2497 et seq. and 2545 *septies* of the Italian civil code; such criteria are presumed as met in case within the group there are controlling and controlled entities pursuant to article 2359 of Italian civil code;
- b) joined single proceedings: the possibility for companies belonging to the same group to file a single application for approval of a debt restructuring plan agreement under article 182*bis* of the Bankruptcy Law or admission to an out-of-court arrangement with creditors or judicial liquidation or a court settlement agreement before a single court of law (as determined in accordance with the European principle of “center of main interests” of the debtor); hence the subsequent appointment of only one single (i) judge and (ii) court-appointed receiver with regard to a scheme of arrangement or judicial dissolution and payment of a single fund of expenses in the case of a scheme of arrangement with creditors;
- c) separate resolution meetings with regard to schemes of arrangement with creditors: in case of a scheme of arrangement, separate resolutions on the proposal by the creditors of each company and the exclusion of infra-group creditors from voting in order to mitigate any “distortion” effects;
- d) subordination of infra-group debt in situations described by article 2467 of the Italian civil code (*i.e.* the company has resorted to additional debt in situations where a capital contribution was instead required), with the exception of infra-group loans granted in the context of schemes of arrangement or a debt restructuring agreement under article 182*bis* of Bankruptcy Law;
- e) extension of the receiver’s powers with regard to solvent companies: in the event of a judicial liquidation, the power of the receiver, *inter alia*, to report irregularities in the management of the solvent companies of the group (e.g. article 2409 of the Italian civil code) and to request their bankruptcy in the event of insolvency.

Preemptive Proceedings

As mentioned above, the Italian legislator has worked on the assumption (shared by the European regulator and business philosophy) that the successful recovery of a business largely depends on early detection of crisis situations, which instead the entrepreneur often tends to deny.

In order to facilitate a prompt detection of the crisis, on one hand the Delegated Legislation requires the entrepreneur to have in place an adequate corporate structure which can detect a crisis situation in a timely manner, and on the other hand, has introduced preemptive proceedings and crisis-assisted reorganization proceedings (the “**Preemptive Proceedings**”) to induce the distressed company to address the crisis early on.

Such regulation however does not apply to listed and large companies on the assumption that, due to their dimension, such entities have adequate resources to detect the crisis and address it on an early stage.

The Preemptive Proceedings are based on a resolution of the crisis agreed with creditors and implemented through the assistance of a body of experts activated by the debtor or indirectly by public creditors or corporate auditing entities. The Preemptive Proceedings - which are to be conducted in a confidential manner – provide for the following:

- a) the debtor who acknowledges a state of crisis files an application with a body set up in the relevant Chamber of Commerce (the “**Committee**”) in order to receive assistance in finding an agreed solution to the crisis with the creditors within a maximum period of 6 months;
- b) qualified public creditors (including the Tax Agency and Social Security Agency) must (i) inform the relevant debtor that its debt exposure has exceeded a significant amount and (ii) inform the supervisory entities and the Committee, in case the debtor has not addressed the problem within a 3 months period (such as by starting the Preemptive Proceedings, or by carrying out a scheme of arrangement or a debt restructuring);
- c) in the event of the debtor's inaction, the above-mentioned public creditors must report to the supervisory entities and the Committee ongoing defaults of a significant amount;
- d) in addition, in all cases of inaction on the part of the debtor (and regardless of reporting by qualified public creditors) the corporate auditing bodies, auditors and auditing firms are obliged to immediately notify the administrative entities of any well-grounded indications of a crisis situation (the chartered accountant representative body shall prepare indexes to be used to establish when a company is to be considered in crisis) and, in the event of inadequate or lacking response by these, the Committee;
- e) during the proceedings, the debtor may apply to the relevant Court for the adoption of protective measures to enable the same to enter into negotiations protected from any action of creditors (in respect of such protective measures, the debtor may postpone the reduction of any losses pursuant to the provisions of article 182 *sexies* the Bankruptcy Law with reference to the debt restructuring agreements and the schemes of arrangements;
- f) if within six months from the start of the proceeding the relevant debtor does not adopt appropriate measures to overcome the crisis (including entering into agreements with creditors or filing a debt restructuring agreement in court or apply for an in-court composition with creditors), the Committee reports the state of insolvency, (if any) to the Public Prosecutor (who will be able to file for bankruptcy where the conditions are met).

Finally, in order to encourage the use of Preemptive Proceedings, the Law provides for a system of incentives and penalties:

- Incentives:

1. for debtors who have taken action to overcome the crisis within 6 months from the first sign of its occurrence (using the assistance of the Committee or the proceedings for the approval of a debt restructuring agreement under article 182*bis* of the Bankruptcy Law, or a scheme of arrangement with creditors): (a) there will no penalty for bankruptcy by fund distraction crimes and other bankruptcy offences when they have caused minor damage; (b) a mitigating circumstance with special effect for the other crimes and (c) a reduction of interest and penalties on tax debt;
2. for statutory auditors who immediately report to the directors well-grounded indications of a crisis situation and, in the event of inaction, inform the Committee: exemption from joint liability with the company directors for the damages resulting from events or omissions following their report;

- Penalties:

for qualified public creditors: loss of their priority in payment over their debt in case of failure to report to the supervisory entities and the Committee the persisting default on obligations of a significant amount by the relevant insolvent debtor.

Debt restructuring agreements pursuant to article 182bis of Bankruptcy Law and certified plans under article 67(3)(d) Bankruptcy Law

The amendments introduced by the Delegated Legislation aim to encourage the use of debt restructuring agreements under article 182*bis* of the Bankruptcy Law (the “**182*bis* Agreements**”).

As for the certified plans under article 67(3)(d) of the Bankruptcy Law (the “**Certified Plans**”), the legislator has considered necessary to regulate more specifically their content in order to limit the possibility that these are drafted loosely.

Starting from the 182*bis* Agreements, the Delegated Legislation provides as follows:

- a) extended application of the cram down: possibility to apply the “cram down” model envisaged in the case of arrangements with banks and financial intermediaries under article 182*septies* of the Bankruptcy Law to all debt restructuring agreements and moratorium agreement which do not provide for liquidation: this means that, once the creditors have been assigned to homogeneous classes based on their economic and legal position, a company may bind all creditors belonging to a certain class to complying with agreements approved by at least 75% of creditors belonging to the relevant class provided that they have been informed of the opening of negotiations and have been enabled to participate to the resolution;
- b) reduction of the required quorum: reduction of the 60% quorum currently required by law for the use of such measure to 30% provided that: (a) the debtor pays creditors not adhering to the plan as their debts become due and (b) does not request protection from enforcement proceedings (see letter c) below);
- c) extension of protection: application of a debt moratorium starting from the opening and until the end of the proceedings (today it applies for only 60 days starting from the opening);
- d) extension to members with unlimited liability: extension of the effects of the agreement to members with unlimited liability.

As for the certified plans, the Law merely requires that they be in writing, bear certain date and the content is precisely determined.

Schemes of Arrangement

The Delegated Legislation provides for a reorganisation of the provisions on the schemes of arrangement with creditors in order to preserve business continuity and simplification of proceedings. More specifically, the Delegated Legislation provides as follows:

- a) marginalisation of schemes of arrangement providing for liquidation: schemes of arrangements with liquidation are only possible where: (i) there is a contribution of external resources which appreciably increases payments in favours of unsecured creditors for at least 10% and, in any case, (ii) a minimum payment of 20% of the total amount of unsecured claims is envisaged;
- b) extending the powers of the relevant bankruptcy Court: the Court has the power to assess not only the legal but also the economic feasibility of a scheme of arrangement (this is a step back in respect of the “private” nature of the 2015 reform as well as of the same indications received from the Joint Sections of the Italian Supreme Court (*Corte di Cassazione a Sezioni Unite*) that will not contribute to the success of the provision);
- c) qualified majorities: a majority is required not only based on the amount of debt owed but also based on the number of voting creditors if a single creditor holds unsecured debt for an amount equal to or higher than the majority of those eligible to vote; furthermore, the Delegated Legislation calls for a specific regulation on conflict of interest situations. Such choice will make it difficult to carry out typical investment operations involving the purchase of receivables from distressed/insolvent companies in order to then “control” and approve the relevant scheme of arrangement proposal;
- d) the definition of a scheme of arrangement in continuity and deferment of privileged claims: it is clarified that a scheme of arrangement in continuity refers to both mixed schemes of arrangements (continuity plus disposal of non-instrumental assets); furthermore, payment of privileged creditors may be postponed up to two years, provided that they are granted voting rights;

- e) super senior loans authorised by the court: super senior are confirmed during the proceedings and by way of execution of the plan; super senior loans are no longer permitted;
- f) mandatory classification of creditors: creditors must necessarily be divided into classes if there are, among others, creditors assisted by third-party guarantees (and in other cases where there are homogeneous legal positions and economic interests that are to be identified by the Government);
- g) electronic vote: the meeting of creditors is replaced by an electronic voting procedure;
- h) provisional administration: in the event of obstruction by the debtor, the Court may entrust the implementation of the scheme of arrangement to a provisional administrator entrusted with the powers usually belonging to the creditors' meeting (this power is currently only provided if a competing proposal is accepted);
- i) termination of the scheme arrangement by the receiver: the receiver has the power to require, following the request from a creditor, that the scheme of arrangement be terminated, *inter alia*, for non-performance (currently, such right is recognised only to creditors);
- j) mergers/demergers/transformations: in the case of extraordinary transactions (mergers, demergers and transformations), (i) the creditors' opposition is exercised in the context of the Schemes of Arrangement; (ii) the effects of extraordinary transactions are irreversible once executed; (iii) the right of withdrawal of shareholders is excluded in the presence of transactions impacting on the organisation or financial structure of the company.

Judicial liquidation

Under the Delegated Legislation bankruptcy is defined as “*judicial liquidation*”, and aims at standardizing and simplifying the relevant proceedings which however becomes now residual if a restructuring proceedings on a going concern basis is possible (and reasonably achievable). Among the most important changes there are the following:

- a) *assignment of assets to creditors*: the participation of creditors in the auctions of the debtors' assets is facilitated (however, certain aspects of the Delegated Legislation are not very clear on this point); to this end, a body is established which certifies “the reasonable probability of satisfaction of the debts incurred in respect of each proceeding” and which issues to the creditors who so request a debt certificate enabling them to participate to the relevant auction “in proportion to the probability of satisfaction of their credit”; the provision is presumably aiming at giving to the creditors the option to request the assignment of the debtor's assets and pay by means of their debt certificates as endorsed by the certifying body; in fact the law provides for the appointment of a “settlement and central counterparty system operator” which it can be presumed will oversee such operations; the relevant proceedings however remain still to be regulated;
- b) *one type of proceedings*: judicial liquidation applies to every category of debtors (e.g. limited liability companies, individuals, professionals) with the sole exclusion of public entities;
- c) *efficiency of the proceedings*: a number of further actions are planned in order to reduce the duration and cost of the procedure and make more effective and transparent the receiver's activity as well as the process of determining the bankruptcy estate's liabilities.

Finally, the Delegated Legislation also provides for some further measures intended to reorder and simplify over-indebtedness proceedings by prioritizing business continuity and ensuring the competitiveness of asset sale auctions.

On 14 February 2019, the Legislative Decree No. 14 of 12 January 2019, enacting the above provisions set out under the Delegated Legislation, has been published in the Official Gazette of the Republic of Italy and will enter into force as of 15 August 2020 except for certain provisions relating to corporate organization and director liabilities that will enter into force as of 16 March 2019.

Prospective Noteholders should be aware that, as at the date of this Prospectus, the provisions of the Legislative Decree No. 14 of 12 January 2019 amending the Bankruptcy Law have not been entered into force

and have not been tested in any case law nor specified in any further regulation. Therefore, the Issuer cannot predict their impact as at the date of this Prospectus.

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 fallimentare*”) under the following regime: (a) in accordance with article 67, paragraph 1 of the Bankruptcy Law, if the relevant seller has been declared bankrupt 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 67, paragraph 2 of the Bankruptcy Law, if the seller is declared bankrupt within 3 (three) 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.

Pursuant to the relevant Transfer Agreement, each of C.R.Asti and Biver has provided the Issuer with (i) a solvency certificate signed by an authorised officer of the relevant Originator, (ii) a good standing certificate issued by the competent companies’ register stating that the relevant Originator is not subject to any insolvency proceeding and (iii) a certificate issued by the competent bankruptcy court with respect to each Originator, stating, *inter alia*, that as of the date of issuance of such certificate and in the past five years no insolvency procedures are or, as appropriate, have been registered in respect of the relevant Originator.

Furthermore, pursuant to the relevant Warranty and Indemnity Agreement, each Originator has represented that it is solvent as at the date of the transfer of the C.R.Asti Portfolio or, as applicable, the Biver Portfolio and such representations is deemed to be repeated on the Issue Date.

Finally, in case of repurchase by the relevant Originator of individual Claims or disposal of the relevant 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 67, paragraph 1 or 2, of the Bankruptcy Law. However, pursuant to the Intercreditor Agreement, the relevant purchaser shall provide the Issuer and the Representative of the Noteholders (or, in case of repurchase of individual Claims by the relevant Originator pursuant to the relevant Transfer Agreement, the relevant Originator shall provide the Issuer) with: (i) a certificate of solvency signed by one of its duly authorised directors or the managing director or duly authorised officer, (ii) a certificate (*certificato di vigenza*) of the purchaser issued by the competent companies’ register (*registro delle imprese*), stating, *inter alia*, that the relevant purchaser (or the relevant Originator) does not appear to be subject to an insolvency proceeding and (iii) save where the issuance of a certificate is no longer permitted by the internal policies of the relevant court, a certificate issued by the competent bankruptcy tribunal, stating, *inter alia*, that no insolvency proceedings are pending against the relevant purchaser (or the relevant Originator) and no insolvency proceedings in relation to the relevant purchaser has been filed with the competent offices in the past five years.

Mutui fondiari

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

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

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

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 the 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. According to the Mortgage Legislative Decree, the Bank of Italy and the Ministry of Economy and Finance will enact implementing provisions of such decree.

Given the novelty of this new legislation and the absence of any jurisprudential interpretation, the impact of such new 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.

General risks of real estate investments

The Claims purchased by the Issuer pursuant to the Transfer Agreements arise out of two portfolios consisting of: (i) 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 Banking Act) (the "**Fondiari Mortgage Loans**") and (ii) 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 A Notes and the Class B Notes.

Default by borrowers in paying amounts due on their Loans

Borrowers may default on their obligations due under the Loans for a variety of reasons. The Claims are affected by credit, liquidity and interest rate risks. Various factors influence delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Certain factors may lead to an increase in default by the borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Loans. Loss of earnings 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 *Fondario* Mortgage Loan or an *Ipotecario* Mortgage Loan at a price sufficient to repay the amounts outstanding under that *Fondario* 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.

Withholding tax under the Notes

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

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

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.

Projections, forecasts and estimates

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

Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate. No one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

Change of law

The structure of the transaction and, *inter alia*, the issue of the Notes and the rating assigned to the 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.

Risks arising from the sovereign debt crisis

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

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

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

“Brexit” risk

Prospective investors should note that, pursuant to a referendum held in June 2016, the UK has voted to leave the European Union and, on 29 March 2017, the UK Government invoked article 50 of the Lisbon Treaty and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the “**Withdrawal Agreement**”).

As at the date of this Prospectus, the Withdrawal Agreement has not yet been ratified by the UK or the European Union. The parties have agreed to an extended time line which allows for ratification to take place any time prior to 31 October 2019. To the extent ratification does take place ahead of 31 October 2019, the UK would leave on the first date of the month following ratification. However, it remains uncertain whether the Withdrawal Agreement, or any alternative agreement, will be finalised and ratified by the UK and EU ahead of the deadline. If that deadline of 31 October 2019 is not met, unless the negotiation period is further extended or the article 50 of the Lisbon Treaty notification revoked, the Treaty on the European Union and the Treaty on the Functioning of the EU will cease to apply to the UK and the UK will lose access to the EU single market. Whilst continuing to discuss the Withdrawal Agreement and political declaration, the UK Government has commenced preparations for a “hard” Brexit (or “no-deal” Brexit) to minimise the risks for firms and businesses associated with an exit with no transitional agreement. This has included publishing draft secondary legislation under powers provided in the EU (Withdrawal) Act 2018 to ensure that there is a functioning statute book after any exit without a transitional period.

Due to the ongoing political uncertainty as regards the terms of the UK’s withdrawal from the European Union and the structure of the future relationship, it is not possible to determine the precise impact on general economic conditions in the UK or the remaining 27 member states of the EU, including Italy or on the European Union integration process, the relationship between the United Kingdom and the European Union, and the impact on European and UK economies and businesses (including the parties to the Transaction Documents). Such uncertainty and consequential market disruption may also cause investment decisions to be delayed, reduce job security and damage consumer confidence. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Risk factors in relation to the Issuer

Source of payments to Noteholders

The Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. In particular, the Notes will not be obligations or responsibilities of, or be guaranteed by, C.R.Asti in any capacity, Biver in any capacity, the Representative of the Noteholders, the Corporate Servicer, the Back-up Servicer, the Computation Agent, the Italian Paying Agent, the Transaction Bank, the Agent Bank, the Subordinated Loan Providers, the Arranger, the Class A Notes Subscribers, the Class B Notes Subscribers, the Junior Notes Subscribers, 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.

The Issuer’s principal assets will be the Claims. As at the date hereof, the Issuer’s principal assets are the Claims. For a description of the Claims and the Criteria, see “*The Portfolio*” and “*The Transfer Agreements*”.

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

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

The ability of the Issuer to meet its obligations in respect of the 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 Servicers 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 third parties*".

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

Other than as provided in the Warranty and Indemnity Agreements, the Transfer Agreements, the Servicing Agreements 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 Borrowers under the Mortgage Loans and after the exercise by the Servicers of all usual remedies in respect of such Mortgage Loans, the Issuer does not receive the full amount due from those Borrowers, then 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.

Claims of unsecured creditors of the Issuer

The Conditions contain provisions stating, and each of the Other Issuer Creditors has undertaken pursuant to the Intercreditor Agreement, that no Noteholder or Other Issuer Creditor will petition or begin proceedings for a declaration of insolvency against the Issuer until two years 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 one year 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 bankruptcy of the Issuer.

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

Further Securitisations

The Issuer may, by way of a separate transaction, purchase (or finance pursuant to article 7 of the Securitisation Law) and securitise further portfolios of monetary claims in addition to the Claims (each, a "**Further Securitisation**").

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

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

Tax treatment of the Issuer

Taxable income of the Issuer is determined in accordance with Italian presidential decree No. 917 of 22 December 1986 as subsequently amended (the Italian Income Taxes Consolidated Code). From an accounting point of view the assets, liabilities, costs and revenues of the Issuer in relation to the Securitisation will be treated as off-balance sheet assets, liabilities, costs and revenues. Based on the general rules applicable to the calculation of the net taxable income of a company, pursuant to which such taxable income should be calculated on the basis of accounting earnings (*i.e.* on-balance sheet earnings), subject to such adjustments as are specifically provided for by applicable income tax rules and regulations and according to the guidelines of the Italian tax authorities (circular No. 8/E of 6 February 2003), no taxable income should accrue to the Issuer until the satisfaction of the obligations of the Issuer to the holders of the Notes, to the Other Issuer Creditors and to any third-party creditor to whom the Issuer has incurred costs, liabilities, fees and expenses in relation to the Securitisation of the Claims. Future rulings, guidelines, regulations or letters relating to the Securitisation Law issued by the Italian Ministry of Economy and Finance, or other competent authorities, might alter or affect the tax position of the Issuer, as described above.

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

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

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, including, without limitation articles 405-409 of the regulation (EU) No. 575/2013 (the "**CRR**") and article 51 of the AIMFR (as defined below) 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 Class A Notes and the Class B Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger, nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Class A Notes and the Class B Notes regarding the regulatory capital treatment of their investment in the Class A Notes and the Class B Notes on the Issue Date or at any time in the future.

In particular, investors should be aware of articles 405-409 of the CRR where credit institutions become exposed to the credit risk of a securitisation position under a securitisation established after 1 January 2014

and to notes issued under securitisations established before that date to the extent that new underlying exposures are added or substituted after 31 December 2014.

Articles 405-409 of the CRR restrict an EU regulated credit institution from becoming exposed to the credit risk of a securitisation position unless the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the EU regulated credit institution that it will retain, on an on-going basis, a material net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or exposures as contemplated by articles 405-409 of the CRR. Each of the Originators has undertaken to retain a net economic interest of not less than 5 per cent. in the Securitisation in accordance with option (d) of article 405, paragraph 1 of the CRR.

In addition Articles 405-409 of the CRR require EU regulated credit institutions to be able to demonstrate that they have undertaken certain due diligence in respect of, amongst other things, their note position and the underlying exposures and that procedures are established for such activities to be conducted on an on-going basis, and in particular they have established formal procedures that are appropriate to its trading book and non-trading book and commensurate with the risk profile of their investments in securitised exposures in order to monitor on an on-going basis and in a timely manner performance information on the exposures underlying their securitisation positions and to analyse and record certain risk characteristics and information in relation to their securitisation positions. Failure to comply with one or more of the requirements set out in articles 405-409 of the CRR may result in the imposition of a penal regulatory capital charge on the notes acquired by the relevant investor. In the Class A Notes Subscription Agreement each of the Originators has undertaken to comply with its obligations under paragraph 1(d) of article 405 of the CRR and Chapter III, Section 5 of AIFMR (as defined below), subject always to any requirement of law.

Investors should also be aware of article 17 of EU Directive 2011/61/EC on Alternative Investment Fund Managers (the "AIFMD") and Chapter III, Section 5 of Commission Delegated Regulation No. 231/2013 (the "AIFMR") supplementing the AIFMD, the provisions of which introduced risk retention and due diligence requirements (which took effect from 22 July 2013) in respect of alternative investment fund managers (the "AIFMs") that are required to become authorised under the AIFMD. While the requirements applicable to AIFMs under Chapter III, Section 5 of the AIFMR are similar to those which apply under article 405-409 of the CRR, they are not identical and, in particular, additional due diligence obligations apply to AIFMs.

In relation to the undertaking to be given by each of the Originators in accordance with article 405 of the CRR and Chapter III, Section 5 of the AIFMR regarding the material net economic interest to be retained by each of the Originators and certain requirements as to providing investor information in connection therewith, the Representative of the Noteholders shall not be under any obligation to monitor the compliance by the Originators with such undertaking or to investigate any matter which is the subject of such undertaking and shall not be under any obligation to take any action in relation to non-compliance with such undertaking unless and until the Representative of the Noteholders has received actual written notice of the same from any party, in which event the only obligation of the Representative of the Noteholders shall be to notify the Issuer and, subject to the Representative of the Noteholders being indemnified and/or secured and/or prefunded to its satisfaction, to take such further action as it is directed to take in connection with such non-compliance by an Extraordinary Resolution of the holders of the Class A Notes and the Class B Notes.

Each of articles 405-409 of the CRR and Chapter III, Section 5 of the AIFMR applies in respect of the Notes, so investors which are EU regulated credit institutions and AIFMR, respectively, should therefore make themselves aware of the requirements of the CRR, the AIFMD and the AIFMR in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Such investors are required to independently assess and determine the sufficiency of the information described in this Prospectus and in any Investor Report provided in relation to the Securitisation for the purpose of complying with any relevant requirements including articles 405-409 and Chapter III, Section 5 of the AIFMR and none of the Issuer, the Originators or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes.

Investors who are uncertain as to the requirements under CRR and Chapter III, Section 5 of the AIFMR that will need to be complied with in order to avoid the additional regulatory capital charges for non-compliance with articles 405-409 or to avoid being required to take corrective action under Chapter III, Section 5 of the AIFMR should seek guidance from their regulator.

Articles 405-409 of the CRR, Chapter III Section 5 of the AIFMR and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and have a negative impact on the liquidity and price of the Notes in the secondary market.

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 Originators have undertaken in the Intercreditor Agreement and the Notes Subscription Agreements 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 Originators 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 Originators 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 Originators (in their capacity as Reporting Entities) 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 Investor Reports and Quarterly Servicing Reports, as provided for in article (7)(1)(e)(iii) of the Securitisation Regulation.

The Originators (in their capacity as Reporting Entities) 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 on the following website: www.eurodw.eu. 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 Originators also in their capacity as Reporting Entities will constitute adequate due diligence (on the part of the Noteholders) or explicit disclosure (on the part of the Originators in their capacity as Reporting Entities) 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 Originators (also in their capacity as Reporting Entities) do not comply with their 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 Originators (in their capacity as Reporting Entities) have 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 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 Originators’ 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 Originators (also in their capacity as Reporting Entities) 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.

Ratings of the Class A Notes and Class B Notes

Limited nature of credit ratings assigned to the Class A Notes and Class B Notes – Disclosure requirements under CRA Regulation and EU Securitisation Regulation

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

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

Agencies other than the Rating Agencies could seek to rate the Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Class A Notes and the Class B 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, originators and sponsors must publish to comply with article 8b of the CRA Regulation;
- the frequency with which this information should be updated;
- a standardised disclosure template for the disclosure of this information.

The Regulation 2015/3 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.

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 transaction 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 and the Issuer does not represent that the above statements of the risks of holding the Notes are exhaustive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the 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.

CREDIT STRUCTURE

- **Ratings of the Notes**

Upon issue, it is expected that the Class A Notes will be rated “AA(low)(sf)” by DBRS Ratings Limited (“**DBRS**”) and “Aa3(sf)” by Moody’s Investors Service Ltd (“**Moody’s**”) and, along with DBRS, the “**Rating Agencies**”). Upon issue, it is expected that the Class B Notes will be rated “BBB(high)(sf)” by DBRS. 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 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 each of the Servicers. Pursuant to the terms of the Servicing Agreements, the relevant Collections are required to be transferred by the relevant Servicer into the Collection Account within one Business Day of receipt, for value the day of transfer in accordance with the procedure described in the relevant Servicing Agreement.

Pursuant to the Agency and Accounts Agreement, 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 Accounts**”).

Pursuant to the Agency and Accounts Agreement, once the Eligible Investments Securities Account will be opened, 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. Such standing order may be amended or withdrawn at any time by C.R.Asti.

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

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

the Eligible Investments) (the “**Revenue Eligible Investments Amount**”), will be re-credited to the Cash Reserve Account; and

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

- **The Cash Reserve**

The Issuer will establish a 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 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 Providers have agreed to advance to the Issuer subordinated loans in an aggregate amount of €17,850,000, which the Issuer will utilise as follows:

- (i) €17,800,000 (being an amount 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 an amount 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 Loans, 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 Agreements, the Purchase Prices payable by the Issuer in consideration for the Claims was calculated as the Initial Portfolio Outstanding Amount (€988,008,895.88), rounded down to the nearest €100,000. As a result, the Principal Amount Outstanding of the Notes as at the Issue Date (€988,008,000) will be lower than the Initial Portfolio Outstanding Amount by approximately €895, thus providing additional credit support to the Notes.

THE PORTFOLIO

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

The Issuer acquired from the Originators without recourse (*pro soluto*) on 7 June 2019:

- (a) the C.R.Asti 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 value equal to Euro 862,439,039.82;
- (b) the Biver 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 Biver with an aggregate value equal to Euro 125,569,856.06.

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 of the Notes and the rights and benefits set out in the Transaction Documents) demonstrate capacity to produce funds to service any payments which become due and payable in respect of the Notes in accordance with the Conditions. However, regard should be had both to the characteristics of the Portfolio and the other assets and rights available to the Issuer under the Securitisation and the risks to which the Issuer and the Notes may be exposed. Prospective holders of the Notes should consider the detailed information set out elsewhere in this Prospectus, including without limitation under the section “*Risk Factors*” above.

As at the Valuation Date, the Portfolio consisted of No. 10,000 Mortgage Loans extended to 9,921 customers of the Originators (the “**Borrowers**”). As at the Valuation Date, the aggregate outstanding principal balance of the Claims was equal to Euro 988,008,895.88.

Each Mortgage Loan comprised in the Portfolio has the following characteristics and complies with the C.R.Asti Criteria and the Biver Criteria. In particular:

(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 relevant Originator as “*inadempienza probabile*”, “*sofferenza*”, “*sofferenza a sistema*”, past due, “*potenziale anomalo*”, past due forborne or “*ex sofferenza*”;
- (ii) at least one instalment has fallen due and has been paid; and
- (iii) as at the Valuation Date, each Mortgage Loan has no more than one 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 May 2019 (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 (i) 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 Banking Act) or (ii) a mortgage loan which qualifies as “*mutuo ipotecario*”, in both cases as specified under schedule 1 to the relevant 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 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.

Furthermore, no Mortgage Loan contractually provides for any variation, neither automatic nor voluntary, of the applicable spread after 31 May 2019.

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

Cap on the interest payable in respect of the Notes – 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 cap mechanism. Such cap mechanism prevents the interest due (a) in respect of the Class A Notes from raising above 2.50% *per annum* prior to June 2021, and above 3.50% *per annum* thereafter and (b) in respect of the Class B Notes from raising above 3.50% *per annum* prior to June 2021, and above 4.50% *per annum* thereafter, in each case mitigating the risk that shortfalls deriving from mismatches between assets and liabilities adversely affect Interest payments due in respect of the Rated Notes.

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 each Subordinated Loan will be credited to the Cash Reserve Account on the Issue Date and will form part of the Issuer Available Funds. 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 1,475,000.

(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 decreases 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 12 January 2005 and 28 December 2018 (both dates inclusive) and by Biver between 4 January 2005 and 28 December 2018 (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* or *associazione professionale* or *società di fatto* or *ditta individuale*.

(l) *Governing law*

Each Mortgage Loan is governed by Italian law.

(k) *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 May 2019 (the “**Portfolio**”) which is the Valuation Date. The Portfolio described below has been selected in accordance with the C.R.Asti Criteria and the Biver Criteria as at the Valuation Date.

While the growth of the Italian economy remains subdued, the housing market is gradually recovering. The nationwide house price index fell by 0.8% (-2.25% inflation-adjusted) during the year to Q3 2018, according to the European Central Bank (ECB). Quarter-on-quarter, house prices increased 0.6% in Q3 2018 or 1.4% when adjusted for inflation. Prices of new houses increased 1.41% (-0.1% inflation-adjusted) y-o-y in Q3 2018 while existing house prices dropped 1.31% (-2.75% inflation-adjusted) over the same period, according to ISTAT. The average price of new houses continues to be higher compared to that of existing houses. Both demand and supply are increasing. The overall market outlook is improving mainly due to increased construction activity and robust demand levels. The overall market remains fragile with some notable regional exceptions. Many factors will affect the evolution of the market, including but not limited to, demographics, affordability, inflation and interest rate movements.

	Total	C.R. Asti	BiverBanca
Number of mortgage loans	10,000.00	8,369.00	1,631.00
Aggregate outstanding principal	988,008,895.88	862,439,039.82	125,569,856.06
Minimum outstanding principal	10,085.91	10,085.91	10,747.10
Maximum outstanding principal	1,469,967.76	1,469,967.76	736,207.14
Average outstanding principal	98,800.89	103,051.62	76,989.49
Aggregate original principal	1,127,777,020.51	972,857,587.29	154,919,433.22
Minimum original principal	14,882.29	14,882.29	20,000.00
Maximum original principal	1,500,000.00	1,500,000.00	842,000.00
Average original principal	112,777.70	116,245.38	94,984.32
Weighted average seasoning (yrs)	2.54	2.34	3.90
Weighted average residual maturity (yrs)	19.06	19.53	15.77
Interest rate type (fixed vs floating)	56% / 44%	56% / 44%	59% / 41%
Weighted average spread for floating rate loans	2.20%	2.23%	2.01%
Weighted average interest rate for fixed rate loans	2.60%	2.56%	2.83%
Weighted average interest rate	2.40%	2.40%	2.47%
Payment frequency (1m/6m)	98% / 2%	97% / 3%	99% / 1%
Weighted average current loan-to-value	56.98%	57.95%	50.33%
Weighted average original loan-to-value	63.13%	63.69%	59.22%
Borrower geographical area (north/central/south & islands)	99.2% / 0.2% / 0.6%	99.1% / 0.2% / 0.7%	99.6% / 0.2% / 0.2%

Oustanding Principal Balance

Range	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0k;25k)	288	2.9%	5,550,628	0.6%	183	2.2%	3,592,342	0.4%	105	6.4%	1,958,286	1.6%
(25k;50k)	1,733	17.3%	68,093,591	6.9%	1,256	15.0%	49,756,193	5.8%	477	29.2%	18,337,398	14.6%
(50k;75k)	2,238	22.4%	139,577,798	14.1%	1,820	21.7%	113,732,809	13.2%	418	25.6%	25,844,989	20.6%
(75k;100k)	1,886	18.9%	163,963,169	16.6%	1,626	19.4%	141,599,771	16.4%	260	15.9%	22,363,398	17.8%
(100k;125k)	1,389	13.9%	155,522,460	15.7%	1,239	14.8%	138,886,708	16.1%	150	9.2%	16,635,751	13.2%
(125k;150k)	1,000	10.0%	136,585,795	13.8%	911	10.9%	124,558,687	14.4%	89	5.5%	12,027,108	9.6%
(150k;175k)	557	5.6%	90,031,179	9.1%	505	6.0%	81,569,511	9.5%	52	3.2%	8,461,668	6.7%
(175k;200k)	297	3.0%	55,570,394	5.6%	268	3.2%	50,188,898	5.8%	29	1.8%	5,381,497	4.3%
(200k;300k)	459	4.6%	108,339,445	11.0%	420	5.0%	99,298,516	11.5%	39	2.4%	9,040,929	7.2%
(300k;400k)	96	1.0%	32,871,034	3.3%	89	1.1%	30,469,034	3.5%	7	0.4%	2,401,999	1.9%
(400k;500k)	23	0.2%	10,031,388	1.0%	22	0.3%	9,565,849	1.1%	1	0.1%	465,539	0.4%
(500k;1500k)	34	0.3%	21,872,015	2.2%	30	0.4%	19,220,722	2.2%	4	0.2%	2,651,294	2.1%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
Minimum	10,085.91				10,085.91				10,747.10			
Maximum	1,469,967.76				1,469,967.76				736,207.14			
Average	98,800.89				103,051.62				76,989.49			

Original Principal Balance

Range	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0k;25k)	42	0.4%	769,609	0.1%	27	0.3%	493,379	0.1%	15	0.9%	276,230	0.2%
(25k;50k)	1,238	12.4%	43,605,992	4.4%	902	10.8%	32,551,464	3.8%	336	20.6%	11,054,528	8.8%
(50k;75k)	2,111	21.1%	115,947,662	11.7%	1,691	20.2%	94,752,311	11.0%	420	25.8%	21,195,351	16.9%
(75k;100k)	2,091	20.9%	162,743,127	16.5%	1,753	20.9%	138,589,494	16.1%	338	20.7%	24,153,633	19.2%
(100k;125k)	1,451	14.5%	147,582,473	14.9%	1,249	14.9%	128,632,965	14.9%	202	12.4%	18,949,507	15.1%
(125k;150k)	1,171	11.7%	144,706,371	14.6%	1,041	12.4%	129,862,976	15.1%	130	8.0%	14,843,395	11.8%
(150k;175k)	648	6.5%	94,092,354	9.5%	591	7.1%	86,302,466	10.0%	57	3.5%	7,789,888	6.2%
(175k;200k)	452	4.5%	75,683,917	7.7%	403	4.8%	68,061,865	7.9%	49	3.0%	7,622,052	6.1%
(200k;300k)	588	5.9%	124,710,533	12.6%	523	6.2%	112,033,775	13.0%	65	4.0%	12,676,758	10.1%
(300k;400k)	131	1.3%	38,992,291	3.9%	120	1.4%	36,133,017	4.2%	11	0.7%	2,859,274	2.3%
(400k;500k)	39	0.4%	15,490,631	1.6%	35	0.4%	13,992,685	1.6%	4	0.2%	1,497,946	1.2%
(500k;1500k)	38	0.4%	23,683,935	2.4%	34	0.4%	21,032,641	2.4%	4	0.2%	2,651,294	2.1%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
Minimum	14,882.29				14,882.29				20,000.00			
Maximum	1,500,000.00				1,500,000.00				842,000.00			
Average	112,777.70				116,245.38				94,984.32			

Origination Date

Date	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
[2005 - 2009]	449	4.5%	29,376,761	3.0%	190	2.3%	11,049,437	1.3%	259	15.9%	18,327,324	14.6%
[2010 - 2015]	1,798	18.0%	166,184,285	16.8%	1,470	17.6%	144,968,453	16.8%	328	20.1%	21,215,832	16.9%
[2016]	2,227	22.3%	210,504,521	21.3%	1,885	22.5%	185,251,685	21.5%	342	21.0%	25,252,837	20.1%
[2017]	2,656	26.6%	272,337,003	27.6%	2,304	27.5%	242,998,094	28.2%	352	21.6%	29,338,909	23.4%
[2018]	2,870	28.7%	309,606,326	31.3%	2,520	30.1%	278,171,372	32.3%	350	21.5%	31,434,955	25.0%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	

Seasoning

Years	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0;1)	1,633	16.3%	184,297,980	18.7%	1,421	17.0%	164,560,574	19.1%	212	13.0%	19,737,405	15.7%
(1;2)	2,860	28.6%	292,573,098	29.6%	2,513	30.0%	264,826,214	30.7%	347	21.3%	27,746,884	22.1%
(2;3)	2,318	23.2%	229,179,077	23.2%	1,969	23.5%	200,553,834	23.3%	349	21.4%	28,625,243	22.8%
(3;4)	1,908	19.1%	177,314,620	17.9%	1,636	19.5%	158,531,786	18.4%	272	16.7%	18,782,834	15.0%
(4;5)	381	3.8%	36,474,632	3.7%	324	3.9%	32,204,057	3.7%	57	3.5%	4,270,575	3.4%
(5;10)	480	4.8%	41,818,369	4.2%	331	4.0%	32,941,447	3.8%	149	9.1%	8,876,922	7.1%
(10;15)	420	4.2%	26,351,121	2.7%	175	2.1%	8,821,128	1.0%	245	15.0%	17,529,993	14.0%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
Minimum	0.42				0.42				0.42			
Maximum	14.41				14.39				14.41			
Weighted Average	2.54				2.34				3.90			

Maturity Date

Date	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
[2019 - 2020]	11	0.1%	191,635	0.0%	8	0.1%	116,623	0.0%	3	0.2%	75,012	0.1%
[2021 - 2022]	84	0.8%	1,872,413	0.2%	36	0.4%	983,046	0.1%	48	2.9%	889,367	0.7%
[2023 - 2024]	200	2.0%	6,985,860	0.7%	140	1.7%	4,734,830	0.5%	60	3.7%	2,251,030	1.8%
[2025 - 2030]	1,658	16.6%	102,850,442	10.4%	1,155	13.8%	75,639,774	8.8%	503	30.8%	27,210,667	21.7%
[2031 - 2035]	1,965	19.7%	158,255,318	16.0%	1,506	18.0%	125,021,946	14.5%	459	28.1%	33,233,372	26.5%
[2036 - 2040]	2,733	27.3%	292,137,324	29.6%	2,346	28.0%	251,738,194	29.2%	387	23.7%	40,399,130	32.2%
[2041 - 2045]	3,155	31.6%	396,099,251	40.1%	3,004	35.9%	377,551,140	43.8%	151	9.3%	18,548,111	14.8%
[2046 - 2050]	194	1.9%	29,616,653	3.0%	174	2.1%	26,653,487	3.1%	20	1.2%	2,963,167	2.4%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	

Residual Maturity

Years	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0;1)	4	0.0%	43,389	0.0%	3	0.0%	32,358	0.0%	1	0.1%	11,030	0.0%
(1;3)	54	0.5%	1,107,250	0.1%	22	0.3%	533,417	0.1%	32	2.0%	573,834	0.5%
(3;5)	163	1.6%	4,949,590	0.5%	110	1.3%	3,443,150	0.4%	53	3.2%	1,506,441	1.2%
(5;8)	637	6.4%	32,149,433	3.3%	428	5.1%	22,347,527	2.6%	209	12.8%	9,801,906	7.8%
(8;10)	652	6.5%	40,947,896	4.1%	453	5.4%	29,873,722	3.5%	199	12.2%	11,074,174	8.8%
(10;12)	591	5.9%	42,127,474	4.3%	437	5.2%	32,506,803	3.8%	154	9.4%	9,620,671	7.7%
(12;15)	1,395	14.0%	109,822,303	11.1%	1,042	12.5%	84,401,218	9.8%	353	21.6%	25,421,085	20.2%
(15;17)	612	6.1%	56,444,739	5.7%	508	6.1%	48,065,986	5.6%	104	6.4%	8,378,753	6.7%
(17;20)	2,046	20.5%	215,152,495	21.8%	1,735	20.7%	182,352,799	21.1%	311	19.1%	32,799,697	26.1%
(20;25)	3,587	35.9%	447,790,645	45.3%	3,400	40.6%	425,351,377	49.3%	187	11.5%	22,439,269	17.9%
(25;30)	258	2.6%	37,311,520	3.8%	231	2.8%	33,530,683	3.9%	27	1.7%	3,780,837	3.0%
(30;32)	1	0.0%	162,160	0.0%	-	0.0%	-	0.0%	1	0.1%	162,160	0.1%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
Minimum	0.67				0.67				0.86			
Maximum	31.55				29.69				31.55			
Weighted Average	19.06				19.53				15.77			

Current Interest Rate Type

Type	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
Floating	4,080	40.8%	430,361,661	43.6%	3,431	41.0%	378,509,424	43.9%	649	39.8%	51,852,236	41.3%
Fixed	5,920	59.2%	557,647,235	56.4%	4,938	59.0%	483,929,615	56.1%	982	60.2%	73,717,620	58.7%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	

Spread for floating rate loans

Spread	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0.5;1)	48	1.2%	4,646,734	1.1%	43	1.3%	4,004,579	1.1%	5	0.8%	642,155	1.2%
(1;1.5)	621	15.2%	61,683,722	14.3%	449	13.1%	47,499,750	12.5%	172	26.5%	14,183,973	27.4%
(1.5;2)	1,236	30.3%	138,740,725	32.2%	1,052	30.7%	123,033,899	32.5%	184	28.4%	15,706,825	30.3%
(2;2.5)	1,318	32.3%	140,272,111	32.6%	1,121	32.7%	126,017,653	33.3%	197	30.4%	14,254,457	27.5%
(2.5;3)	531	13.0%	52,328,268	12.2%	483	14.1%	48,737,953	12.9%	48	7.4%	3,590,315	6.9%
(3;3.5)	175	4.3%	17,899,599	4.2%	149	4.3%	15,616,178	4.1%	26	4.0%	2,283,421	4.4%
(3.5;4)	121	3.0%	12,494,070	2.9%	111	3.2%	11,749,794	3.1%	10	1.5%	744,275	1.4%
(4;4.5)	20	0.5%	1,637,770	0.4%	14	0.4%	1,213,670	0.3%	6	0.9%	424,099	0.8%
(4.5;5)	7	0.2%	480,005	0.1%	7	0.2%	480,005	0.1%	-	0.0%	-	0.0%
(5;5.5)	2	0.0%	155,943	0.0%	2	0.1%	155,943	0.0%	-	0.0%	-	0.0%
(5.5;6)	1	0.0%	22,716	0.0%	-	0.0%	-	0.0%	1	0.2%	22,716	0.0%
(6;6.5)	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
(6.5;7)	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Total	4,080		430,361,661		3,431		378,509,424		649		51,852,236	
Minimum	0.75%				0.75%				0.90%			
Maximum	6.00%				5.50%				6.00%			
Weighted Average	2.20%				2.23%				2.01%			

Interest rate for fixed rate loans

Interest Rate	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0.5;1)	1	0.0%	123,657	0.0%	1	0.0%	123,657	0.0%	-	0.0%	-	0.0%
(1;1.5)	93	1.6%	10,952,133	2.0%	69	1.4%	8,333,227	1.7%	24	2.4%	2,618,906	3.6%
(1.5;2)	898	15.2%	99,285,099	17.8%	785	15.9%	89,602,995	18.5%	113	11.5%	9,682,104	13.1%
(2;2.5)	2,013	34.0%	206,501,508	37.0%	1,706	34.5%	180,029,269	37.2%	307	31.3%	26,472,239	35.9%
(2.5;3)	1,857	31.4%	165,236,125	29.6%	1,624	32.9%	146,682,185	30.3%	233	23.7%	18,553,941	25.2%
(3;3.5)	576	9.7%	44,236,128	7.9%	490	9.9%	38,850,021	8.0%	86	8.8%	5,386,107	7.3%
(3.5;4)	237	4.0%	16,792,174	3.0%	169	3.4%	12,993,115	2.7%	68	6.9%	3,799,058	5.2%
(4;4.5)	85	1.4%	5,755,986	1.0%	59	1.2%	4,450,880	0.9%	26	2.6%	1,305,106	1.8%
(4.5;5)	44	0.7%	2,540,818	0.5%	16	0.3%	1,064,999	0.2%	28	2.9%	1,475,819	2.0%
(5;5.5)	40	0.7%	2,643,379	0.5%	11	0.2%	1,156,028	0.2%	29	3.0%	1,487,351	2.0%
(5.5;6)	41	0.7%	2,035,911	0.4%	5	0.1%	449,226	0.1%	36	3.7%	1,586,685	2.2%
(6;8)	35	0.6%	1,544,316	0.3%	3	0.1%	194,013	0.0%	32	3.3%	1,350,303	1.8%
Total	5,920		557,647,235		4,938		483,929,615		982		73,717,620	
Minimum	1.00%				1.00%				1.10%			
Maximum	7.02%				6.75%				7.02%			
Weighted Average	2.60%				2.56%				2.83%			

Current Interest Rate

Interest Rate	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0.5;1)	77	0.8%	6,576,376	0.7%	65	0.8%	5,391,968	0.6%	12	0.7%	1,184,408	0.9%
(1;1.5)	719	7.2%	73,293,082	7.4%	511	6.1%	55,458,394	6.4%	208	12.8%	17,834,688	14.2%
(1.5;2)	2,173	21.7%	240,896,903	24.4%	1,843	22.0%	213,641,635	24.8%	330	20.2%	27,255,268	21.7%
(2;2.5)	3,292	32.9%	344,925,900	34.9%	2,839	33.9%	307,308,218	35.6%	453	27.8%	37,617,682	30.0%
(2.5;3)	2,370	23.7%	215,158,629	21.8%	2,092	25.0%	193,515,404	22.4%	278	17.0%	21,643,224	17.2%
(3;3.5)	742	7.4%	61,593,743	6.2%	631	7.5%	53,944,674	6.3%	111	6.8%	7,649,069	6.1%
(3.5;4)	354	3.5%	28,987,391	2.9%	275	3.3%	24,399,152	2.8%	79	4.8%	4,588,239	3.7%
(4;4.5)	102	1.0%	7,073,250	0.7%	71	0.8%	5,388,950	0.6%	31	1.9%	1,684,300	1.3%
(4.5;5)	50	0.5%	2,969,980	0.3%	21	0.3%	1,435,435	0.2%	29	1.8%	1,534,544	1.2%
(5;5.5)	43	0.4%	2,875,543	0.3%	13	0.2%	1,311,971	0.2%	30	1.8%	1,563,572	1.2%
(5.5;6)	42	0.4%	2,058,627	0.2%	5	0.1%	449,226	0.1%	37	2.3%	1,609,401	1.3%
(6;8)	36	0.4%	1,599,473	0.2%	3	0.0%	194,013	0.0%	33	2.0%	1,405,460	1.1%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
Minimum	0.60%				0.70%				0.60%			
Maximum	7.02%				6.75%				7.02%			
Weighted Average	2.40%				2.40%				2.47%			

Payment Frequency

Type	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
Monthly	9,804	98.0%	964,681,545	97.6%	8,184	97.8%	839,807,167	97.4%	1,620	99.3%	124,874,378	99.4%
Semi-Annually	196	2.0%	23,327,351	2.4%	185	2.2%	22,631,873	2.6%	11	0.7%	695,478	0.6%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	

Borrower Region

Region	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
Abruzzo	2	0.0%	101,722	0.0%	2	0.0%	101,722	0.0%	-	0.0%	-	0.0%
Basilicata	1	0.0%	34,784	0.0%	1	0.0%	34,784	0.0%	-	0.0%	-	0.0%
Calabria	19	0.2%	2,488,409	0.3%	18	0.2%	2,295,051	0.3%	1	0.1%	193,357	0.2%
Campania	8	0.1%	896,381	0.1%	8	0.1%	896,381	0.1%	-	0.0%	-	0.0%
Emilia Romagna	14	0.1%	1,396,676	0.1%	13	0.2%	1,357,796	0.2%	1	0.1%	38,880	0.0%
Friuli Venezia Giulia	1	0.0%	209,371	0.0%	1	0.0%	209,371	0.0%	-	0.0%	-	0.0%
Lazio	8	0.1%	1,032,201	0.1%	6	0.1%	733,069	0.1%	2	0.1%	299,132	0.2%
Liguria	80	0.8%	8,835,295	0.9%	75	0.9%	8,192,524	0.9%	5	0.3%	642,771	0.5%
Lombardia	2,842	28.4%	327,678,487	33.2%	2,749	32.8%	316,947,185	36.8%	93	5.7%	10,731,302	8.5%
Marche	2	0.0%	200,120	0.0%	2	0.0%	200,120	0.0%	-	0.0%	-	0.0%
Molise	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Piemonte	6,952	69.5%	638,799,912	64.7%	5,445	65.1%	526,613,188	61.1%	1,507	92.4%	112,186,724	89.3%
Puglia	9	0.1%	845,321	0.1%	9	0.1%	845,321	0.1%	-	0.0%	-	0.0%
Sardegna	6	0.1%	858,995	0.1%	6	0.1%	858,995	0.1%	-	0.0%	-	0.0%
Sicilia	14	0.1%	987,944	0.1%	14	0.2%	987,944	0.1%	-	0.0%	-	0.0%
Toscana	7	0.1%	747,731	0.1%	7	0.1%	747,731	0.1%	-	0.0%	-	0.0%
Trentino Alto Adige	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Umbria	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Valle d'Aosta	25	0.3%	1,976,190	0.2%	4	0.0%	536,824	0.1%	21	1.3%	1,439,365	1.1%
Veneto	10	0.1%	919,358	0.1%	9	0.1%	881,034	0.1%	1	0.1%	38,325	0.0%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	
North	9,924	99.2%	979,815,289	99.2%	8,296	99.1%	854,737,922	99.1%	1,628	99.8%	125,077,367	99.6%
Central	17	0.2%	1,980,052	0.2%	15	0.2%	1,680,921	0.2%	2	0.1%	299,132	0.2%
South & Islands	59	0.6%	6,213,555	0.6%	58	0.7%	6,020,198	0.7%	1	0.1%	193,357	0.2%

Original loan to value

Range	Total				C.R. Asti				BiverBanca			
	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%	Number of Loans	%	Outstanding Principal	%
(0;10)	10	0.1%	437,364	0.0%	6	0.1%	250,065	0.0%	4	0.2%	187,299	0.1%
(10;20)	164	1.6%	8,174,000	0.8%	127	1.5%	6,545,475	0.8%	37	2.3%	1,628,525	1.3%
(20;30)	528	5.3%	33,640,666	3.4%	395	4.7%	26,296,886	3.0%	133	8.2%	7,343,780	5.8%
(30;40)	808	8.1%	62,562,501	6.3%	615	7.3%	51,257,308	5.9%	193	11.8%	11,305,193	9.0%
(40;50)	1,165	11.7%	98,532,086	10.0%	897	10.7%	79,300,423	9.2%	268	16.4%	19,231,663	15.3%
(50;60)	1,373	13.7%	130,654,918	13.2%	1,132	13.5%	112,512,410	13.0%	241	14.8%	18,142,508	14.4%
(60;70)	2,486	24.9%	263,176,021	26.6%	2,207	26.4%	237,581,513	27.5%	279	17.1%	25,594,508	20.4%
(70;80)	3,184	31.8%	352,333,981	35.7%	2,760	33.0%	314,783,924	36.5%	424	26.0%	37,550,058	29.9%
(80;90)	141	1.4%	17,667,983	1.8%	104	1.2%	14,635,831	1.7%	37	2.3%	3,032,152	2.4%
(90;100)	141	1.4%	20,829,376	2.1%	126	1.5%	19,275,205	2.2%	15	0.9%	1,554,171	1.2%
Total	10,000		988,008,896		8,369		862,439,040		1,631		125,569,856	

Historical performance data

The historical performance data set out hereafter relates to the portfolio of residential mortgage loans, excluding loans granted to employees of C.R. Asti and Biver, secured with a first ranking mortgage in CR Asti and Biver's book.

In each of the tables below, "Q1" refers to the period from 1 January to 31 March, "Q2" refers to the period from 1 April to 30 June, "Q3" refers to the period from 1 July to 30 September and "Q4" refers to the period from 1 October to 31 December.

There can be no assurance that the future experience and performance of the Mortgage Loans will be similar to the historical performance set out in the tables below.

1. Production (Q1 2014 – Q4 2018)

Quarterly production of the total portfolio.

2. Gross Default Analysis (Q1 2014 – Q4 2018)

For a generation of originated loans (being all loans originated during the same quarter), the cumulative gross default rate in respect of a quarter is calculated as the ratio of:

- a. the cumulative defaulted amount recorded between the quarter when such loans were originated and the relevant quarter, and
- b. the initial outstanding amount of such loans.

3. Recovery Analysis (Q1 2014 – Q4 2018)

For a generation of defaulted loans (being all loans defaulted during the same quarter e for which the recovery process is closed), the cumulative recovery rate in respect of a quarter is calculated as the ratio of:

- a. the cumulative recovered amounts recorded between the quarter when such loans were defaulted and the relevant quarter, and
- b. the gross defaulted amount of such loans.

4. Prepayment Analysis (Q1 2014 – Q1 2018)

For a given quarter, the annual prepayment rate (APR) is calculated from the quarterly prepayment rate (QPR) according to the following formula: $APR = 1 - (1 - QPR)^4$.

The quarterly prepayment rate (QPR) is calculated as the ratio of:

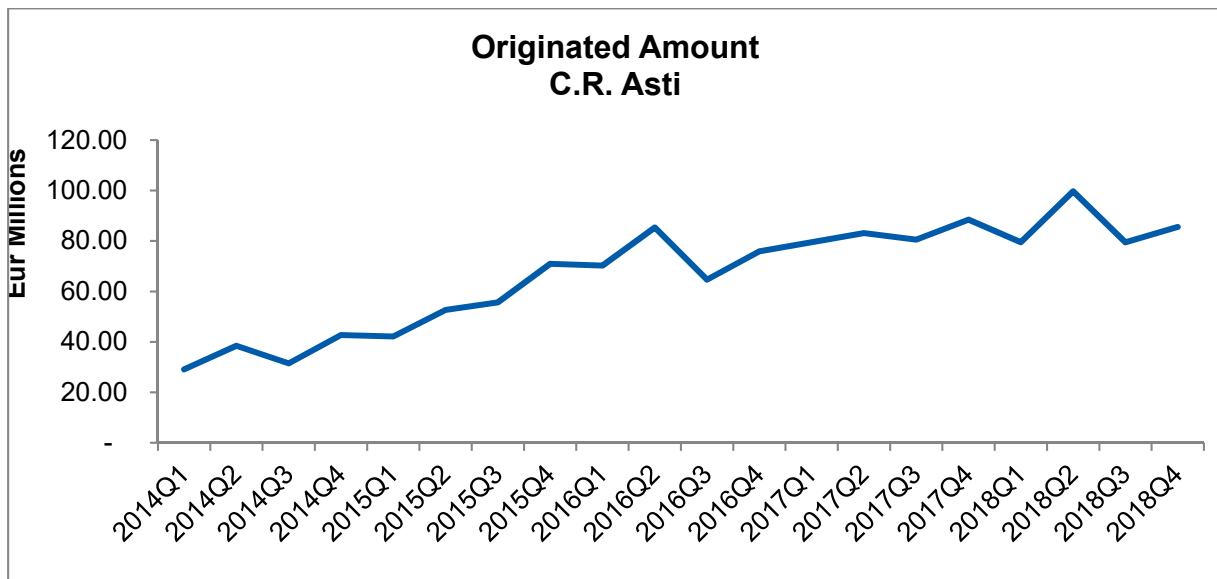
- a. the outstanding principal balance of all loans prepaid during the quarter, and
- b. the outstanding principal balance of all loans (defaulted loans excluded) at the end of the quarter.

5. Delinquency Analysis (Q1 2014 – Q4 2018)

For a given month and a given delinquency bucket (e.g. 1 – 30 days of past due), the delinquency rate is calculated as the ratio of:

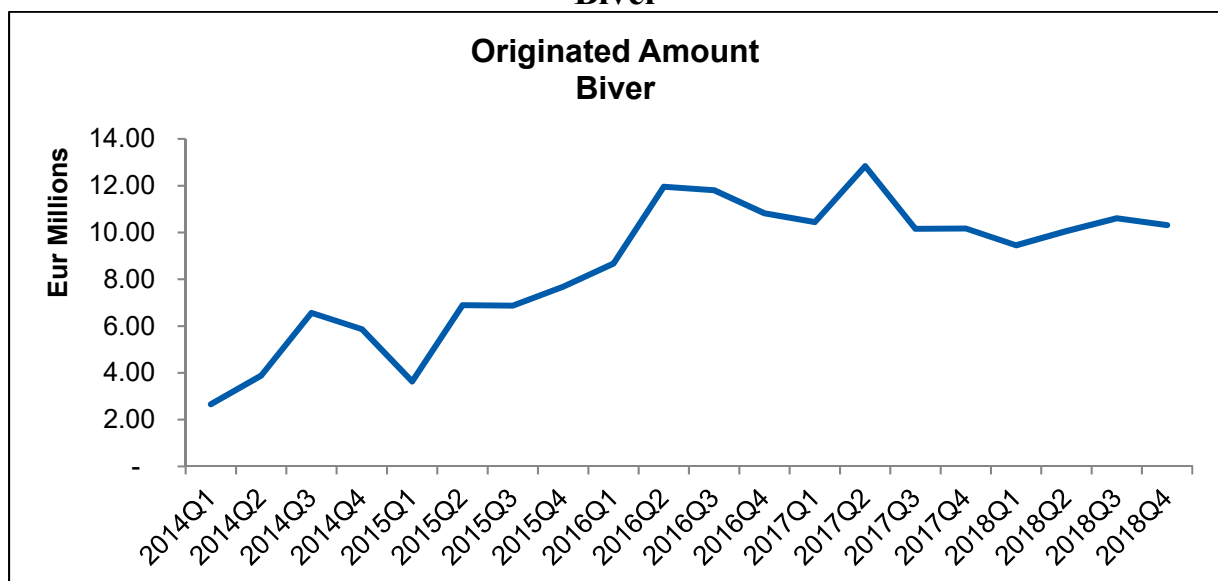
- a. the outstanding principal balance of all delinquent loans (in the same delinquency bucket) during the month, and
- b. the outstanding principal balance of all loans (defaulted loans excluded) at the end of the month.

Quarterly Production C.R. Asti



Source: C.R. Asti's database

Quarterly Production Biver



Source: Biver's database

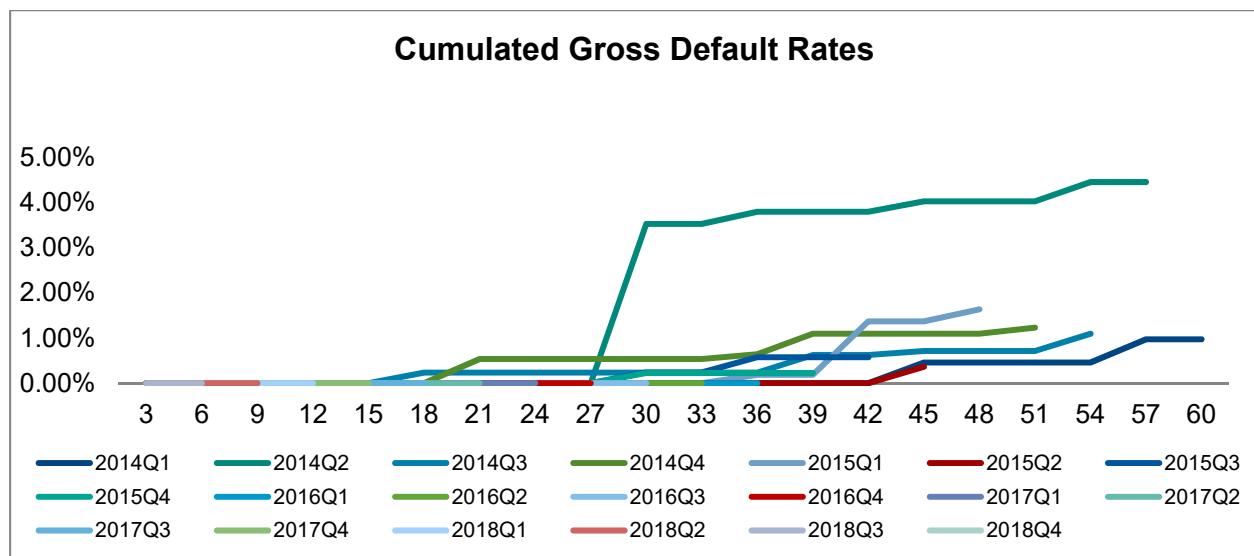
Quarterly Production

Quarter of Origination	Originated Amount C.R. Asti	Originated Amount Biver
2014Q1	29,066,396.68	2,657,932.03
2014Q2	38,455,858.29	3,881,789.67
2014Q3	31,462,879.52	6,564,142.92
2014Q4	42,717,739.74	5,870,140.72
2015Q1	42,149,072.34	3,627,648.05
2015Q2	52,657,489.57	6,896,769.58
2015Q3	55,652,839.98	6,871,749.96
2015Q4	70,966,320.73	7,680,019.93
2016Q1	70,222,662.17	8,671,311.40
2016Q2	85,330,502.91	11,954,399.51
2016Q3	64,694,040.66	11,802,611.33
2016Q4	75,892,648.92	10,816,634.33
2017Q1	79,490,081.11	10,446,532.40
2017Q2	83,143,761.48	12,837,565.78
2017Q3	80,519,430.96	10,154,376.54
2017Q4	88,498,584.45	10,172,961.60
2018Q1	79,541,770.27	9,451,347.44
2018Q2	99,685,291.87	10,058,322.91
2018Q3	79,452,262.46	10,611,062.01
2018Q4	85,543,691.27	10,310,696.85

Source: C.R. Asti's database and Biver's database

Gross Default Analysis

C.R. Asti



Source: C.R. Asti's database

Cumulated Gross Default Rates

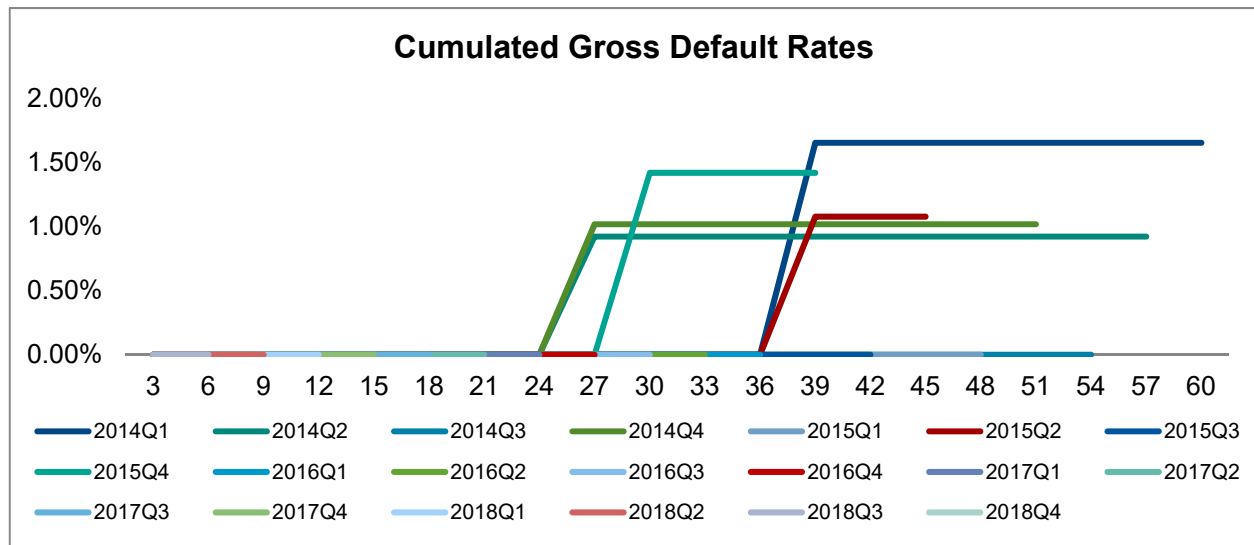
C.R. Asti

Quarter of Origination	Originated Amount (Eur)	Quarters																			
		3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60
2014Q1	29,066,396.68	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.46%	0.46%	0.46%	0.46%	0.97%	0.97%
2014Q2	38,455,858.29	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.54%	3.54%	3.80%	3.80%	3.80%	4.04%	4.04%	4.04%	4.47%	4.47%	
2014Q3	31,462,879.52	0.00%	0.00%	0.00%	0.00%	0.00%	0.24%	0.24%	0.24%	0.24%	0.24%	0.24%	0.24%	0.63%	0.63%	0.71%	0.71%	0.71%	1.10%		
2014Q4	42,717,739.74	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.54%	0.54%	0.54%	0.54%	0.54%	0.64%	1.10%	1.10%	1.10%	1.10%	1.23%			
2015Q1	42,149,072.34	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.19%	0.19%	1.37%	1.37%	1.64%				
2015Q2	52,657,489.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.36%					
2015Q3	55,652,839.98	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.24%	0.24%	0.58%	0.58%	0.58%						
2015Q4	70,966,320.73	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.23%	0.23%	0.23%	0.23%							
2016Q1	70,222,662.17	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%								
2016Q2	85,330,502.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%									
2016Q3	64,694,040.66	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%										
2016Q4	75,892,648.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%											
2017Q1	79,490,081.11	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%												
2017Q2	83,143,761.48	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%													
2017Q3	80,519,430.96	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%														
2017Q4	88,498,584.45	0.00%	0.00%	0.00%	0.00%	0.00%															
2018Q1	79,541,770.27	0.00%	0.00%	0.00%	0.00%																
2018Q2	99,685,291.87	0.00%	0.00%	0.00%																	
2018Q3	79,452,262.46	0.00%	0.00%																		
2018Q4	85,543,691.27	0.00%																			

Source: C.R. Asti's database

Cumulated Gross Default Rates

Biver



Source: Biver's database

Cumulated Gross Default Rates

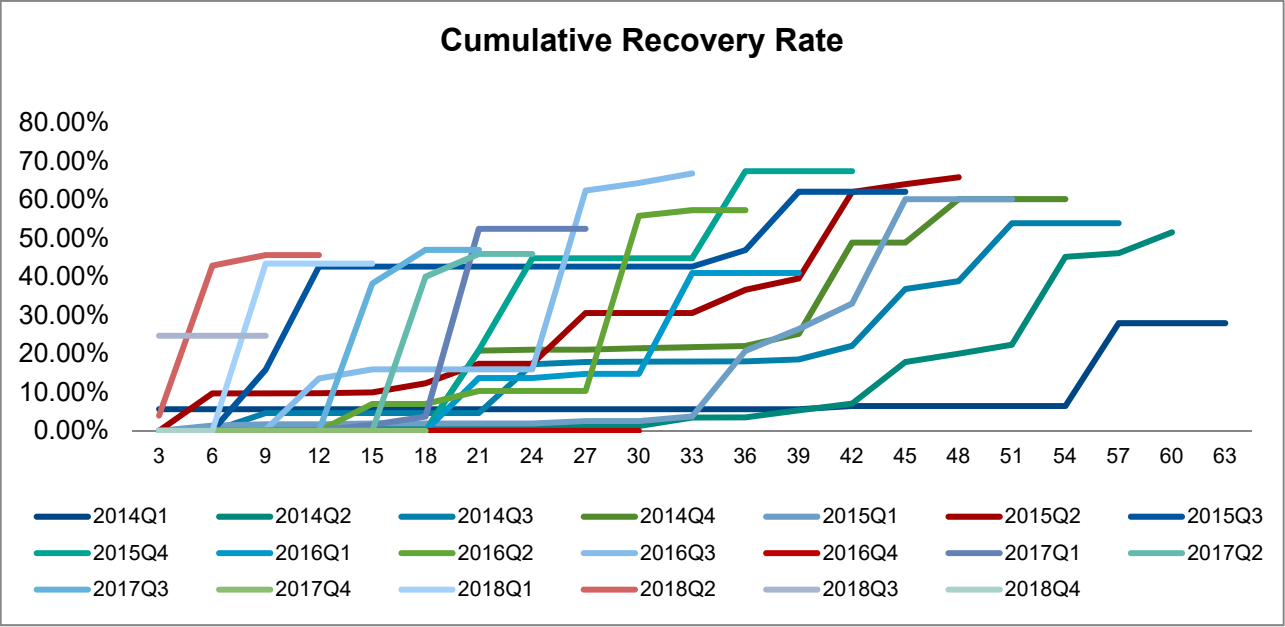
Biver

Quarter of Origination	Originated Amount (Eur)	Quarters																			
		3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60
2014Q1	2,657,932.03	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.65%	1.65%	1.65%	1.65%	1.65%	1.65%	1.65%	1.65%
2014Q2	3,881,789.67	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%
2014Q3	6,564,142.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2014Q4	5,870,140.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%	1.02%
2015Q1	3,627,648.05	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2015Q2	6,896,769.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.08%	1.08%	1.08%	1.08%	1.08%	1.08%	1.08%	1.08%
2015Q3	6,871,749.96	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2015Q4	7,680,019.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%
2016Q1	8,671,311.40	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2016Q2	11,954,399.51	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2016Q3	11,802,611.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2016Q4	10,816,634.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2017Q1	10,446,532.40	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2017Q2	12,837,565.78	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2017Q3	10,154,376.54	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2017Q4	10,172,961.60	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2018Q1	9,451,347.44	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2018Q2	10,058,322.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2018Q3	10,611,062.01	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2018Q4	10,310,696.85	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Source: Biver's database

Cumulative Recovery Rate

C.R. Asti



Source: C.R. Asti's database

Cumulative Recovery Rate

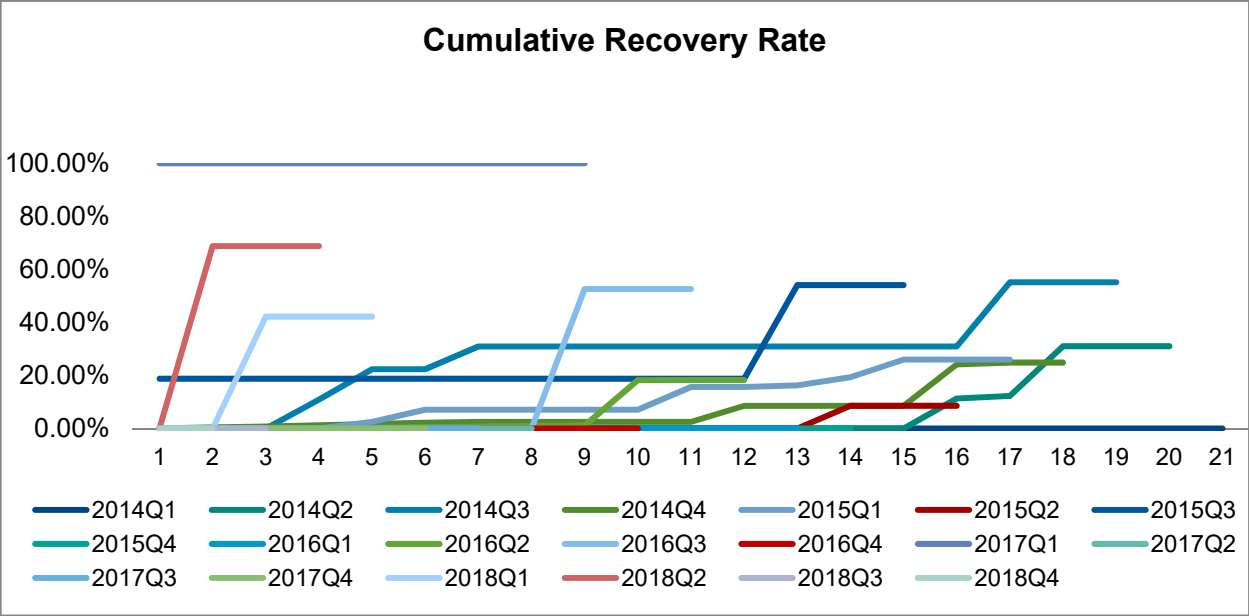
C.R. Asti

Quarter of Default	Default Amount (Eur)	Quarters																				
		3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63
2014Q1	2,772,786.17	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	5.62%	6.46%	6.46%	6.46%	6.46%	6.46%	27.94%	27.94%	27.94%
2014Q2	3,317,544.81	0.00%	0.21%	0.37%	0.51%	0.64%	0.71%	0.85%	0.95%	1.12%	1.25%	3.44%	3.51%	5.33%	7.08%	17.85%	20.02%	22.35%	45.15%	46.11%	51.52%	
2014Q3	2,779,623.32	0.00%	0.00%	4.64%	4.64%	4.64%	4.64%	4.64%	17.28%	17.89%	17.93%	17.98%	18.03%	18.55%	22.06%	36.79%	38.83%	53.88%	53.88%	53.88%		
2014Q4	891,980.52	0.00%	0.00%	0.03%	0.03%	0.14%	0.14%	20.82%	21.09%	21.09%	21.44%	21.73%	22.01%	25.19%	48.83%	48.83%	60.12%	60.12%	60.12%			
2015Q1	2,261,729.52	0.00%	1.38%	1.73%	1.73%	1.92%	1.92%	1.92%	1.92%	2.54%	2.54%	3.76%	20.78%	26.42%	33.01%	60.10%	60.10%	60.10%				
2015Q2	2,013,644.17	0.00%	9.72%	9.75%	9.79%	9.97%	12.37%	17.40%	17.42%	30.57%	30.57%	30.57%	36.61%	39.56%	61.95%	64.02%	65.80%					
2015Q3	1,486,313.03	0.00%	0.01%	15.87%	42.62%	42.62%	42.62%	42.62%	42.62%	42.62%	42.62%	42.62%	46.88%	62.03%	62.03%	62.03%						
2015Q4	903,458.86	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.93%	44.80%	44.80%	44.80%	44.80%	67.36%	67.36%	67.36%							
2016Q1	1,365,725.72	0.00%	0.07%	0.07%	0.07%	0.11%	0.11%	13.73%	13.73%	14.82%	14.82%	40.95%	40.95%	40.95%								
2016Q2	1,024,345.35	0.00%	0.02%	0.02%	0.02%	6.98%	6.98%	10.34%	10.34%	10.34%	55.78%	57.26%	57.26%									
2016Q3	1,749,244.51	0.00%	0.08%	0.30%	13.60%	15.95%	15.95%	15.95%	15.95%	62.33%	64.30%	66.79%										
2016Q4	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%											
2017Q1	454,969.07	0.00%	0.12%	0.12%	0.12%	1.60%	3.70%	52.42%	52.42%	52.42%												
2017Q2	782,775.57	0.00%	0.00%	0.00%	0.00%	0.00%	39.99%	45.91%	45.91%													
2017Q3	743,356.84	0.00%	0.00%	0.00%	0.00%	38.21%	46.96%	46.96%														
2017Q4	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%															
2018Q1	335,993.81	0.00%	0.00%	43.38%	43.38%	43.38%																
2018Q2	3,515,469.78	3.98%	42.88%	45.60%	45.60%																	
2018Q3	105,217.86	24.67%	24.67%	24.67%																		
2018Q4	-	0.00%	0.00%																			

Source: C.R. Asti’s database

Cumulative Recovery Rate

Biver



Source: Biver's database

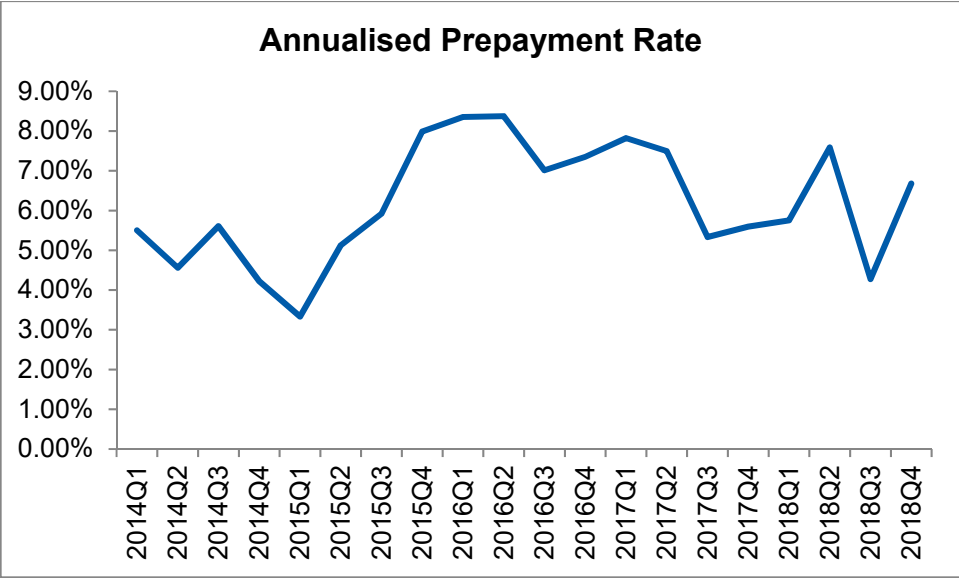
Cumulative Recovery Rate
Biver

		Quarters																				
Quarter of Default	Default Amount (Eur)	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63
2014Q1	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2014Q2	340,333	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	11.33%	12.30%	31.02%	31.02%	31.02%	
2014Q3	960,353	0.00%	0.00%	0.00%	10.93%	22.36%	22.36%	30.94%	30.94%	30.94%	30.94%	30.94%	30.94%	30.94%	30.94%	30.94%	30.94%	55.12%	55.12%	55.12%		
2014Q4	1,571,251	0.00%	0.48%	0.80%	1.27%	1.75%	2.23%	2.55%	2.55%	2.55%	2.55%	2.55%	8.53%	8.53%	8.53%	8.53%	24.19%	24.86%	24.86%			
2015Q1	1,285,342	0.00%	0.00%	0.00%	0.00%	2.49%	7.08%	7.08%	7.08%	7.08%	7.08%	15.68%	15.68%	16.30%	19.38%	26.00%	26.00%	26.00%				
2015Q2	119,791	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.58%	8.58%	8.58%					
2015Q3	278,618	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	18.77%	54.07%	54.07%	54.07%						
2015Q4	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%							
2016Q1	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%								
2016Q2	111,859	0.00%	0.00%	0.00%	0.00%	0.31%	0.54%	0.76%	1.03%	1.12%	18.29%	18.30%	18.30%									
2016Q3	239,886	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	52.61%	52.61%	52.61%										
2016Q4	220,843	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%											
2017Q1	879	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%												
2017Q2	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%													
2017Q3	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%														
2017Q4	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%															
2018Q1	260,603	0.00%	0.00%	42.20%	42.20%	42.20%																
2018Q2	281,274	0.00%	68.76%	68.76%	68.76%																	
2018Q3	-	0.00%	0.00%	0.00%																		
2018Q4	-	0.00%	0.00%																			

Source: Biver’s database

Prepayment Rate

C.R. Asti



Source: C.R. Asti 's database

Prepayment Analysis

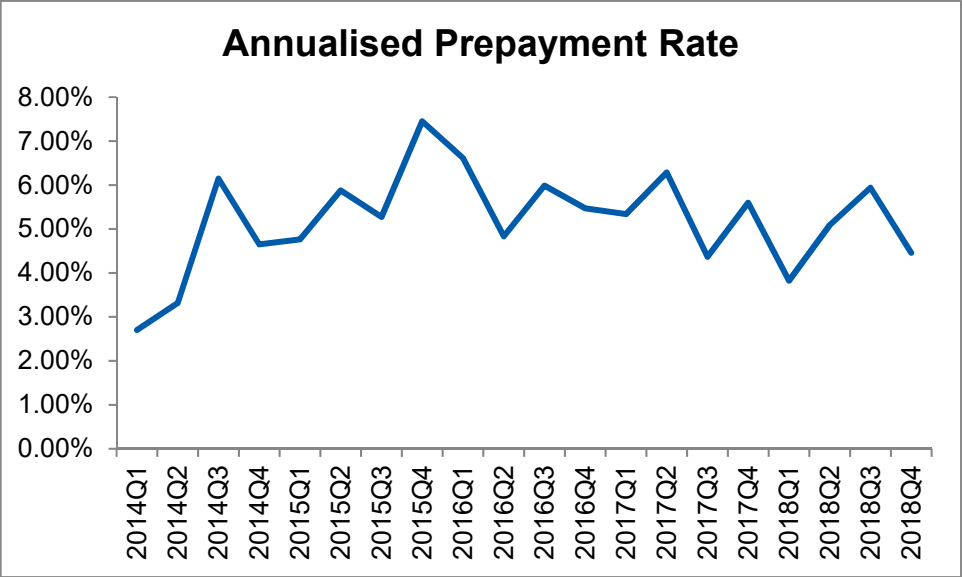
C.R. Asti

Quarters	Outstanding Principal Balance	Prepaid Amount	QPR (%)	APR (%)
2014Q1	1,167,376,713.74	16,406,655.30	1.41%	5.50%
2014Q2	1,160,969,886.14	13,464,577.81	1.16%	4.56%
2014Q3	1,159,306,750.96	16,601,686.06	1.43%	5.61%
2014Q4	1,170,114,134.91	12,545,810.28	1.07%	4.22%
2015Q1	1,195,516,312.05	10,083,309.38	0.84%	3.33%
2015Q2	1,208,987,162.05	15,796,092.15	1.31%	5.12%
2015Q3	1,225,572,877.95	18,559,176.50	1.51%	5.92%
2015Q4	1,242,322,268.33	25,585,843.26	2.06%	7.99%
2016Q1	1,262,000,502.64	27,225,910.21	2.16%	8.35%
2016Q2	1,298,027,036.83	28,074,827.94	2.16%	8.37%
2016Q3	1,302,635,477.82	23,464,650.88	1.80%	7.01%
2016Q4	1,331,636,368.57	25,181,007.84	1.89%	7.35%
2017Q1	1,362,016,567.89	27,449,942.11	2.02%	7.82%
2017Q2	1,397,041,222.37	26,950,645.40	1.93%	7.50%
2017Q3	1,429,755,592.16	19,457,912.16	1.36%	5.33%
2017Q4	1,475,698,565.31	21,094,310.91	1.43%	5.60%
2018Q1	1,510,658,452.37	22,204,056.48	1.47%	5.75%
2018Q2	1,551,125,602.43	30,312,822.90	1.95%	7.59%
2018Q3	1,584,424,776.96	17,202,396.41	1.09%	4.27%
2018Q4	1,609,494,471.96	27,578,456.87	1.71%	6.68%

Source: C.R. Asti 's database

Prepayment Rate

Biver



Source: Biver 's database

Prepayment Analysis

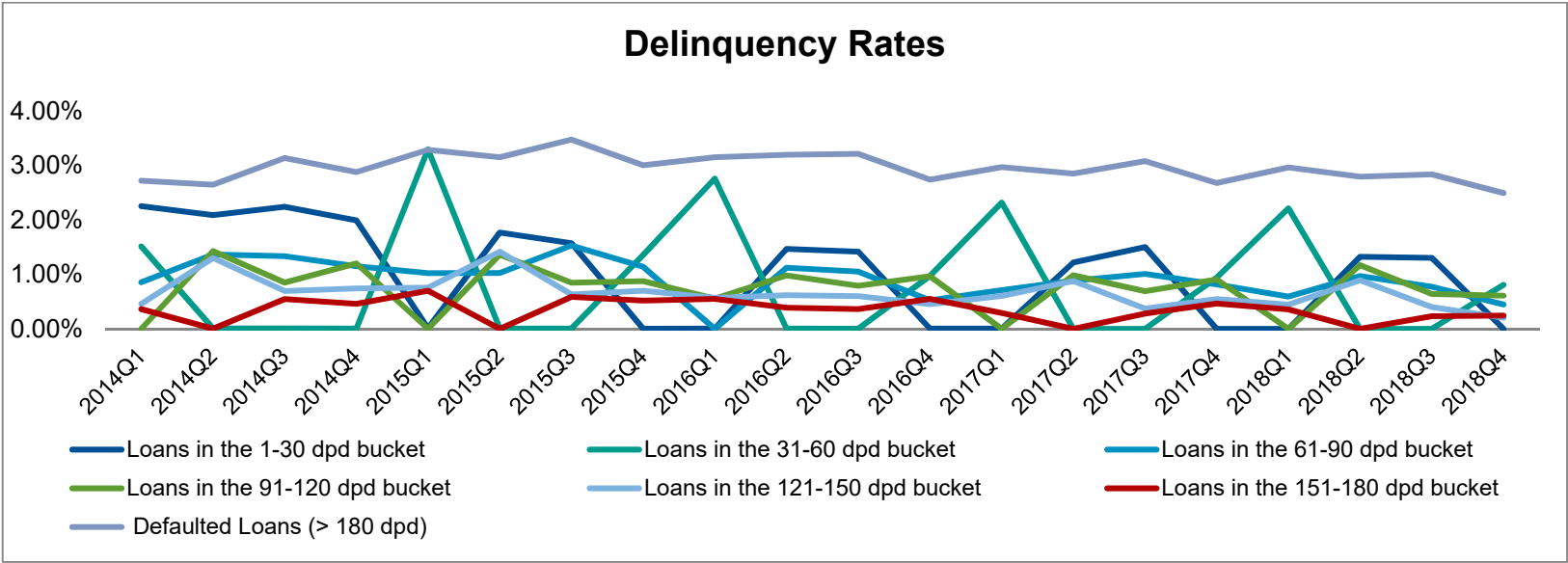
Biver

Quarters	Outstanding Principal Balance (Eur)	Prepaid Amount (Eur)	QPR (%)	APR (%)
2014Q1	266,565,227.37	1,819,728.46	0.68%	2.70%
2014Q2	263,120,765.94	2,210,299.78	0.84%	3.32%
2014Q3	262,425,077.51	4,131,247.34	1.57%	6.15%
2014Q4	259,498,197.76	3,072,655.55	1.18%	4.65%
2015Q1	247,240,362.43	3,000,133.05	1.21%	4.77%
2015Q2	243,320,397.33	3,658,850.14	1.50%	5.88%
2015Q3	241,568,831.44	3,249,755.39	1.35%	5.27%
2015Q4	240,773,792.02	4,617,056.58	1.92%	7.45%
2016Q1	241,496,776.90	4,096,641.74	1.70%	6.61%
2016Q2	245,150,537.78	3,017,019.73	1.23%	4.83%
2016Q3	247,580,441.11	3,793,595.09	1.53%	5.99%
2016Q4	250,680,488.79	3,501,730.42	1.40%	5.47%
2017Q1	252,823,559.02	3,446,073.87	1.36%	5.34%
2017Q2	254,918,377.79	4,105,544.30	1.61%	6.29%
2017Q3	257,142,305.68	2,855,666.14	1.11%	4.37%
2017Q4	255,971,913.89	3,661,155.97	1.43%	5.60%
2018Q1	257,379,768.77	2,497,281.07	0.97%	3.82%
2018Q2	257,768,900.75	3,345,573.60	1.30%	5.09%
2018Q3	259,456,918.15	3,943,255.16	1.52%	5.94%
2018Q4	259,861,523.77	2,945,654.79	1.13%	4.46%

Source: Biver 's database

Delinquency Rate

C.R.Asti



Source: C.R. Asti 's database

Delinquency Analysis

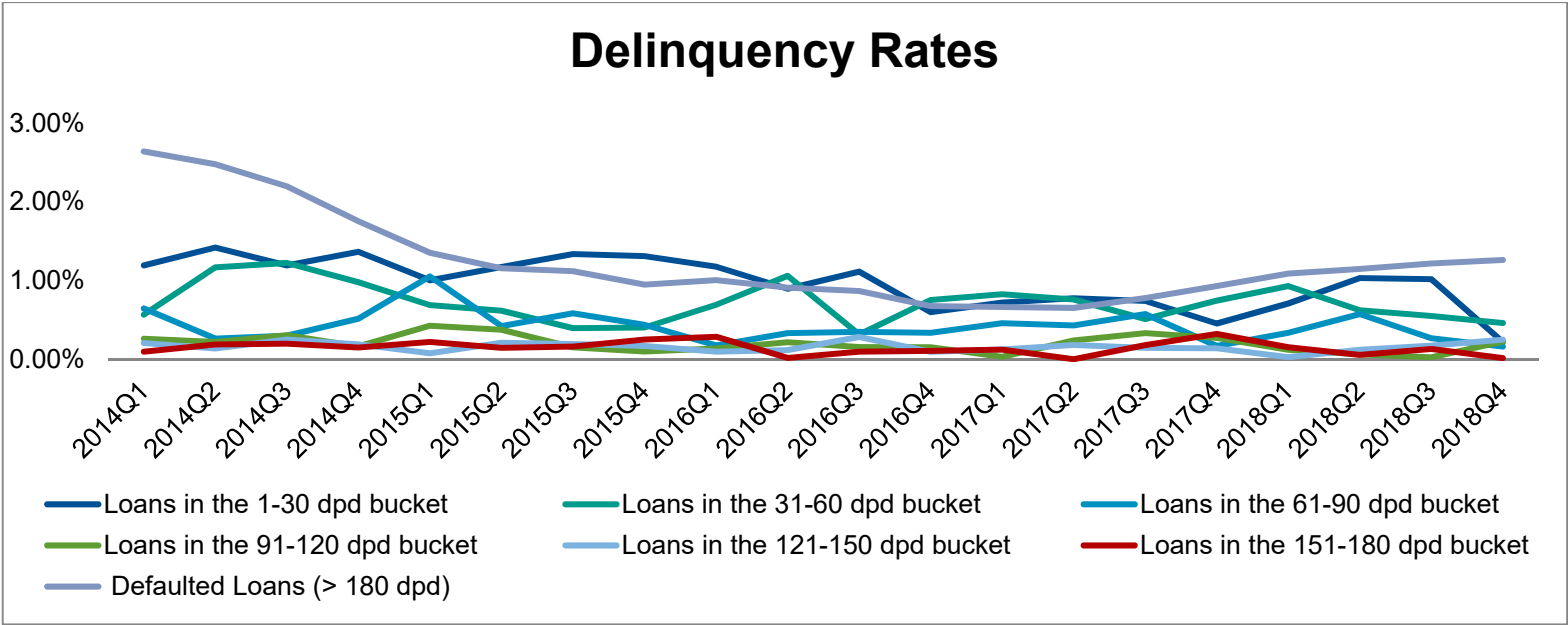
C.R.Asti

Quarters	Outstanding Principal Balance (Eur)	Loans in the 1-30 dpd bucket	Loans in the 31-60 dpd bucket	Loans in the 61-90 dpd bucket	Loans in the 91-120 dpd bucket	Loans in the 121-150 dpd bucket	Loans in the 151-180 dpd bucket	Defaulted Loans (> 180 dpd)
2014Q1	1,167,376,713.74	2.26%	1.52%	0.86%	0.00%	0.46%	0.36%	2.73%
2014Q2	1,160,969,886.14	2.09%	0.01%	1.37%	1.43%	1.30%	0.00%	2.65%
2014Q3	1,159,306,750.96	2.25%	0.01%	1.34%	0.85%	0.70%	0.55%	3.14%
2014Q4	1,170,114,134.91	2.00%	0.01%	1.15%	1.20%	0.74%	0.46%	2.89%
2015Q1	1,195,516,312.05	0.01%	3.30%	1.03%	0.00%	0.76%	0.70%	3.30%
2015Q2	1,208,987,162.05	1.77%	0.01%	1.03%	1.37%	1.42%	0.00%	3.16%
2015Q3	1,225,572,877.95	1.58%	0.01%	1.53%	0.85%	0.63%	0.59%	3.48%
2015Q4	1,242,322,268.33	0.00%	1.36%	1.14%	0.88%	0.70%	0.52%	3.01%
2016Q1	1,262,000,502.64	0.01%	2.77%	0.00%	0.56%	0.57%	0.55%	3.16%
2016Q2	1,298,027,036.83	1.47%	0.01%	1.13%	0.98%	0.62%	0.39%	3.20%
2016Q3	1,302,635,477.82	1.42%	0.00%	1.05%	0.79%	0.60%	0.36%	3.22%
2016Q4	1,331,636,368.57	0.01%	0.97%	0.53%	0.97%	0.45%	0.55%	2.75%
2017Q1	1,362,016,567.89	0.01%	2.32%	0.71%	0.00%	0.60%	0.29%	2.98%
2017Q2	1,397,041,222.37	1.22%	0.00%	0.89%	0.99%	0.88%	0.00%	2.86%
2017Q3	1,429,755,592.16	1.51%	0.00%	1.01%	0.69%	0.37%	0.28%	3.09%
2017Q4	1,475,698,565.31	0.00%	0.94%	0.82%	0.91%	0.55%	0.47%	2.69%
2018Q1	1,510,658,452.37	0.00%	2.22%	0.59%	0.00%	0.45%	0.36%	2.97%
2018Q2	1,551,125,602.43	1.33%	0.00%	0.97%	1.17%	0.90%	0.00%	2.80%
2018Q3	1,584,424,776.96	1.31%	0.00%	0.78%	0.64%	0.40%	0.23%	2.84%
2018Q4	1,609,494,471.96	0.00%	0.81%	0.45%	0.61%	0.20%	0.25%	2.50%

Source: C.R. Asti 's database

Delinquency Rates

Biver



Source: Biver 's database

Delinquency Analysis

Biver

Quarters	Outstanding Principal Balance	Loans in the 1-30 dpd bucket	Loans in the 31-60 dpd bucket	Loans in the 61-90 dpd bucket	Loans in the 91-120 dpd bucket	Loans in the 121-150 dpd bucket	Loans in the 151-180 dpd bucket	Defaulted Loans (> 180 dpd)
2014Q1	266,565,227.37	1.20%	0.57%	0.65%	0.26%	0.21%	0.10%	2.64%
2014Q2	263,120,765.94	1.42%	1.17%	0.27%	0.22%	0.14%	0.19%	2.48%
2014Q3	262,425,077.51	1.19%	1.23%	0.30%	0.31%	0.25%	0.20%	2.20%
2014Q4	259,498,197.76	1.37%	0.98%	0.52%	0.16%	0.19%	0.15%	1.76%
2015Q1	247,240,362.43	1.00%	0.69%	1.05%	0.43%	0.08%	0.22%	1.36%
2015Q2	243,320,397.33	1.17%	0.62%	0.42%	0.38%	0.21%	0.15%	1.16%
2015Q3	241,568,831.44	1.34%	0.40%	0.59%	0.15%	0.20%	0.16%	1.12%
2015Q4	240,773,792.02	1.31%	0.41%	0.44%	0.10%	0.17%	0.25%	0.95%
2016Q1	241,496,776.90	1.18%	0.69%	0.18%	0.14%	0.10%	0.29%	1.01%
2016Q2	245,150,537.78	0.90%	1.06%	0.33%	0.22%	0.12%	0.02%	0.91%
2016Q3	247,580,441.11	1.12%	0.32%	0.35%	0.16%	0.29%	0.10%	0.87%
2016Q4	250,680,488.79	0.60%	0.76%	0.34%	0.16%	0.09%	0.11%	0.68%
2017Q1	252,823,559.02	0.72%	0.83%	0.46%	0.03%	0.13%	0.12%	0.67%
2017Q2	254,918,377.79	0.78%	0.76%	0.43%	0.24%	0.18%	0.00%	0.65%
2017Q3	257,142,305.68	0.74%	0.51%	0.58%	0.33%	0.15%	0.18%	0.78%
2017Q4	255,971,913.89	0.46%	0.75%	0.17%	0.27%	0.14%	0.32%	0.93%
2018Q1	257,379,768.77	0.71%	0.93%	0.34%	0.12%	0.03%	0.16%	1.09%
2018Q2	257,768,900.75	1.03%	0.62%	0.58%	0.06%	0.12%	0.06%	1.15%
2018Q3	259,456,918.15	1.02%	0.55%	0.27%	0.03%	0.18%	0.13%	1.22%
2018Q4	259,861,523.77	0.22%	0.46%	0.16%	0.23%	0.25%	0.02%	1.26%

Source: Biver 's database

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.

THE ORIGINATORS AND SERVICERS

- **Cassa di Risparmio di Asti S.p.A.**

- **Introduction**

Cassa di Risparmio di Asti S.p.A. (“**C.R.Asti**”) is a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, with registered office at Piazza Libertà 23, 14100, Italy, paid-in share capital of Euro 308,367,719.76, 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 26,000 shareholders as of 31 December 2018. In particular, C.R.Asti’s share capital is owned by Fondazione Cassa di Risparmio di Asti (37.82%)¹, Banco BPM (13.65%) and other shareholders (48.53%).

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

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

C.R.Asti has a position of absolute leadership in the Asti province with a market share of 52.19% for bank deposit and of 53.72% for loans (as of December 31, 2018).

The financial results for 2018 reported a net profit of euro 14.81 million, representing a decrease of euro 4 million versus 2017.

As of December 2018, C.R.Asti’s total assets were around euro 8,566 million and total shareholders’ equity amounted to Euro 308.37 million, with an annualized ROE of 2.35%.

With a CET1/T1 Ratio (*Fondi Propri di Classe 1/attività di rischio ponderate*) of 15.94% and a Total Capital Ratio (*Fondi Propri/attività di rischio ponderate*) of 19.71% and a Texas Ratio of 75.00%, C.R.Asti’s capitalisation is fully compliant with applicable laws and regulations at the end of December 2018.

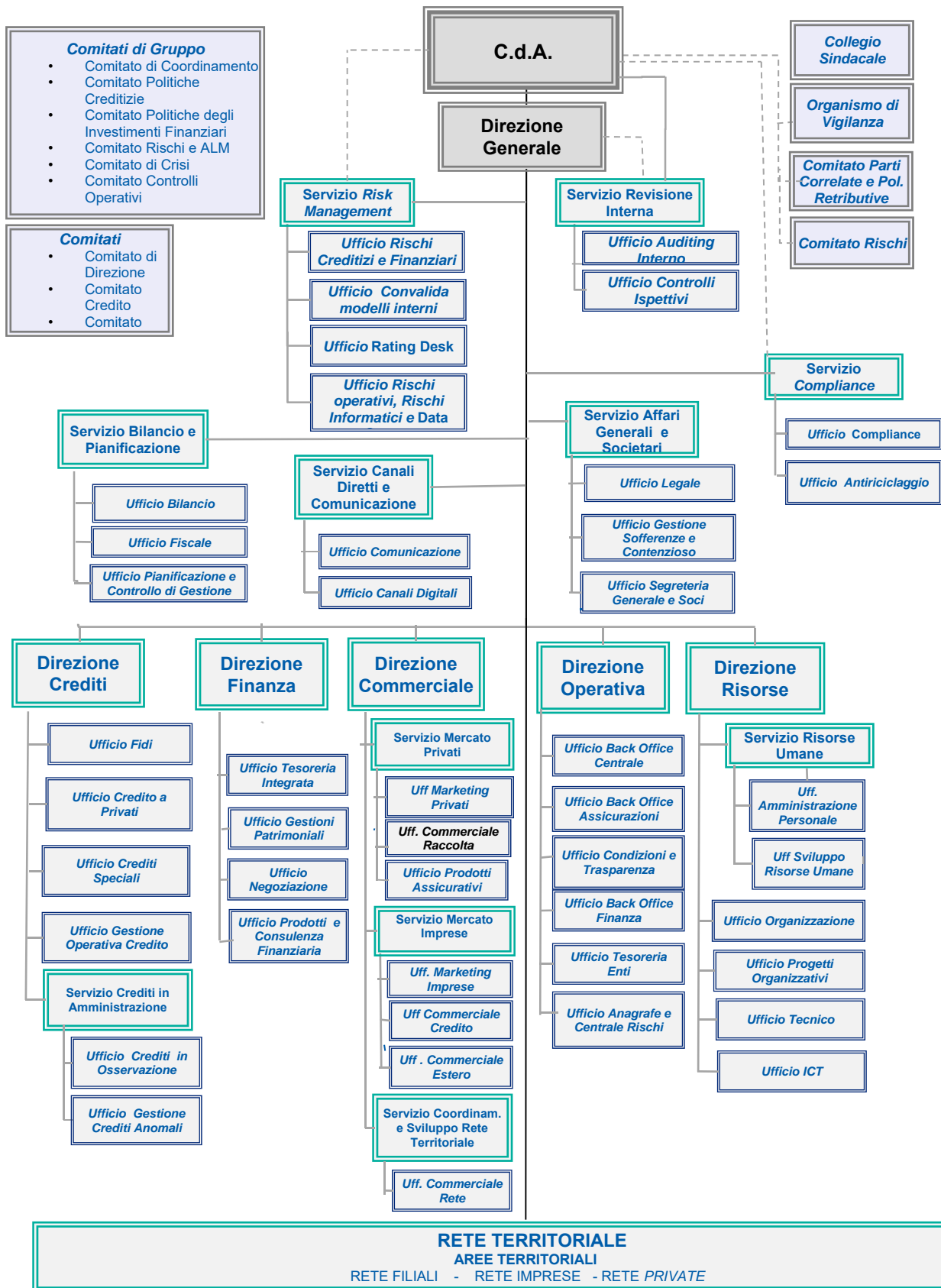
- **History**

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

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

- 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.
- 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.

- **Organisational Structure**
- **C.R.Asti's organisational structure**



- **Business Information**

- Loans

In 2018, secured loans originated by C.R. Asti to corporate and individual clients were Euro 522.4 million (-2.52% versus 2017).

The amount of unsecured loans (corporate and individual) stipulated was equal to Euro 406.7 million (-5.96% versus 2017). The prevailing distributing channel is the traditional one, *i.e.* the offices network. In any case, loans are not distributed through salesmen (*promotori*), insurance agents, brokers, etc.

- Assets

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

- Risk Management

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

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

- ***Introduction***

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

- ***Description of Biver***

- ***General***

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

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

- 37 offices in the Biella province;
- 40 offices in the Vercelli province;
- 6 offices in the Novara province;
- 8 offices in the Turin province;
- 4 offices in the Aosta province;
- 4 offices in the Alessandria province;
- 2 office in the Milan province;
- 2 office in the Varese province; and
- 1 office in the Verbania province.

Biver has a market share in Vercelli province of 25.06% for bank deposit and of 21.84% for loans and in Biella province of 31.50% for bank deposit and of 17.63% for loans (as of 31 December 2018).

The financial results for 2018 reported a net profit of euro 6.65 million, representing an increase of euro 1.40 million versus 2017.

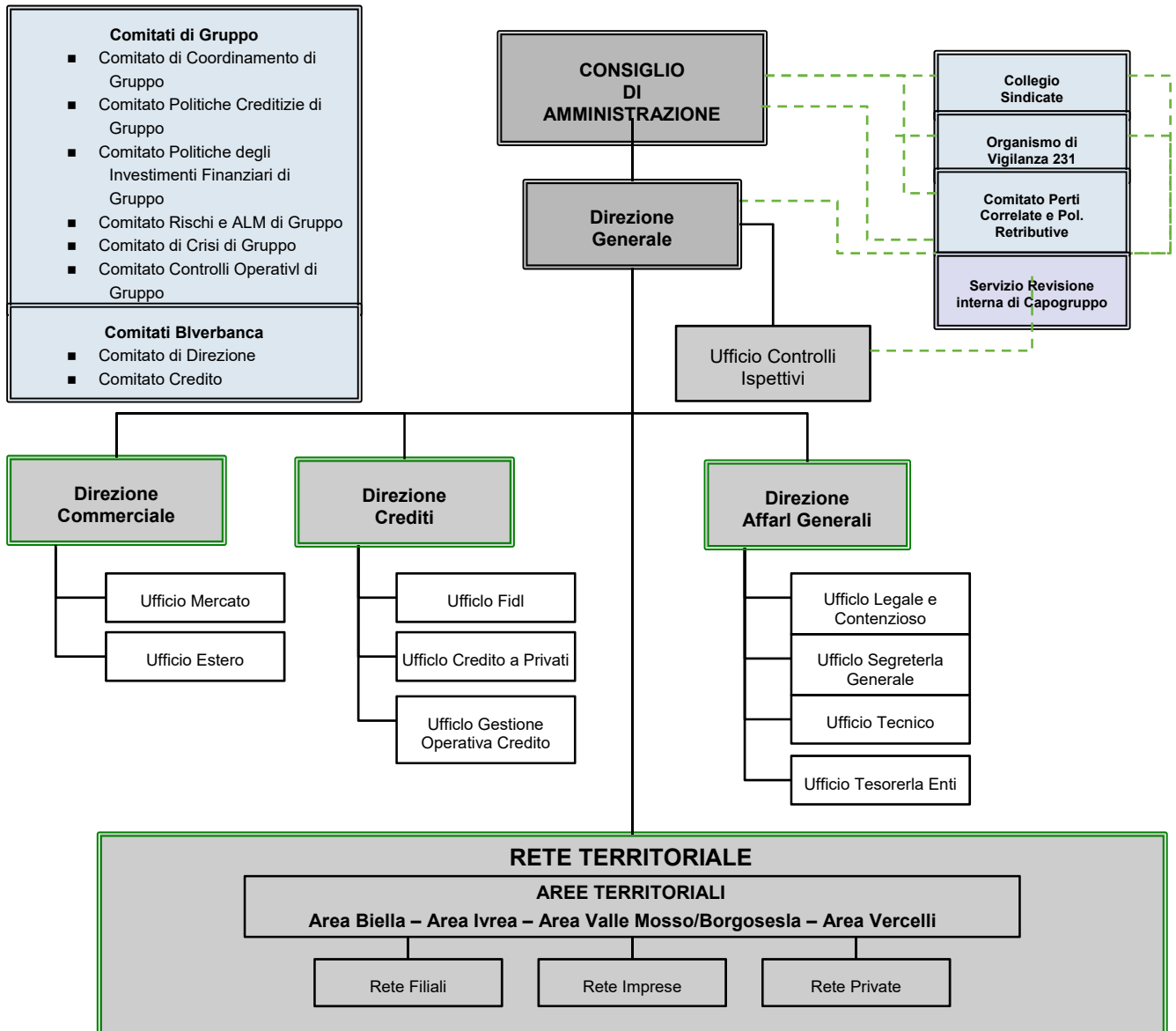
As of 2018, Biver's total assets were around euro 3,609 million and total shareholders' equity amounted to Euro 124.56 million, with an annualized ROE of 1.93%.

With a CET1/T1 Ratio (*Propri di Classe 1/attività di rischio ponderate*) of 22.18% and a Total Capital Ratio (*Fondi Propri/attività di rischio ponderate*) of 22.18%, and a Texas Ratio of 48.17%. Biver's capitalisation is fully compliant with applicable laws and regulations at the end of December 2018.

History

- 1851** Establishment of Cassa di Risparmio di Vercelli.
- 1856** Establishment of Cassa di Risparmio di Biella.
- 1994** Establishment of Biverbanca S.p.A. as a result of the merger between Cassa di Risparmio di Vercelli and Cassa di Risparmio di Biella.
- 1997** Banca Commerciale Italiana joined in capital of Biverbanca.
- 1999** Biverbanca's share capital is owned by Comit (55%), Fondazione Cassa di Risparmio di Biella (33.22%) and Fondazione Cassa di Risparmio di Vercelli (11.78%)
- 2007** Banca Monte Paschi di Siena buys 55% of Biverbanca from Intesa Sanpaolo.
- 2008** Banca Monte Paschi di Siena buys 5.78% of Biverbanca from Fondazione Cassa di Risparmio di Vercelli and sells 1,78 to Fondazione Cassa di Risparmio di Biella. As a consequence, Biverbanca's share capital is owned by Banca Monte Paschi di Siena S.p.A. (59%), Fondazione Cassa di Risparmio di Biella (35%) and Fondazione Cassa di Risparmio di Vercelli (6%).
- 2010** In October 2010 Bank's share capital increase to 124,560.77. In the same period Biverbanca's share capital is owned by Banca Monte Paschi S.p.A. (60.42%), Fondazione Cassa di Risparmio di Biella (33.44%) and Fondazione Cassa di Risparmio di Vercelli (6.14%).
- 2012** Cassa di Risparmio di Asti buys from Banca Monte Paschi di Siena S.p.A. majority shareholding (equal to 60.42% of the share capital) of Cassa di Risparmio di Biella e Vercelli S.p.A. (Biverbanca).

- **Organisational Structure**
- ***Biverbanca's organisational structure***



- ***Business Information***

- Loans

In 2018, secured loans originated by Biverbanca to corporate and individual clients were Euro 101.8 million (-4.09% versus 2017).

The amount of unsecured loans (corporate and individual) stipulated was equal to Euro 205.1 million (-10.29% versus 2017). The prevailing distributing channel is the traditional one, *i.e.* the offices network. In any case, loans are not distributed through salesmen (*promotori*), insurance agents, brokers, etc.

- Assets

Biver's asset base has been unchanged since the date on which Biver was acquired by C.R.Asti.

- Risk Management

Biverbanca 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 relevant 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 relevant Originator's internal rules and regulations.

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

Should the preliminary investigation carried out by the relevant 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 relevant 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 relevant Originator's branch gathers any relevant documentation, such as income-tax returns and identity documents, showing customers' identity and marital status.

The relevant 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 estimated value of the real estate asset is usually determined by: (a) using a comparative method making reference to the prices shown by several real estate trading desks; (b) adjusting the value by using adjusting factors (*coefficienti di aggiustamento*) in order to reflect the specific characteristics of the real estate asset; and (c) calculating the market value and the security value (the security value is determined by applying a discount factor approximately equal to 10%-15% of the market value for residential real estate assets taking into account the marketability and profitability of the assets). Some of the mortgage loans are granted on the basis of the security value of the relevant real estate assets.

Experts' fees are not based on the estimated value of the real estate asset being mortgaged.

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

At the end of the above preliminary investigation the relevant Originator's branch, 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 relevant Originator's "*Ufficio Credito a Privati*" checks the completeness of the documentation gathered and, for residential mortgage loans, carries out CRIF searches on the debtor and the relevant guarantor (also taking into account the sociological score (*score sociologico*), the performance score (*score andamentale*), protests check (*controllo protesti*)). The above mentioned analysis is finalised by evaluating the technical report, the bank/customer risk position and by drafting a short report to be addressed to the board ("*organo deliberante*") of the relevant Originator.

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

The analysis relating to the income and repayment capability of a debtor is assessed by the competent Credit Department carrying out CRIF searches and taking into account the following items:

- (a) net profit earned;
- (b) presence of others loans (*affidamenti*) granted to the same customer;
- (c) number of people within the family and relevant source of income;
- (d) financial burden of the family;
- (e) average incidence of the mortgage loan instalment on the average monthly salary (net of any other debts) of the debtor. The average incidence of the mortgage loan instalment on the family incomes cannot be higher than 30%-40%. Family incomes of self-employed debtors is determined on the basis of the income-tax return and of the information concerning the relevant professional activity.

G. CREDIT APPROVAL RELATING TO THE DOSSIER

At the end of the preliminary investigation the dossier is submitted to the relevant board ("*organo deliberante*").

The resolution is taken directly by the *Responsabile Ufficio Credito a Privati* if the conditions below are met:

- (a) the loan is to be granted to individuals;
- (b) the loan is secured by a mortgage;
- (c) the principal loan amount is not higher than €500,000;
- (d) the maturity of the loan does not exceed 30 (thirty) years for floating mortgage loans and *finanziamenti cd. misti* (mortgage loans with an option to switch from a floating to a fixed interest rate and vice versa), 25 years (up to 35 years as a consequence of the increase in the interest rate) for mortgage loans with "constant instalment" (*a rata costante*) and 20 years for fixed mortgage loans;
- (e) the position of the applicant is not classified as being an "*inadempienza probabile*" or a "*sofferenza*".

In all other cases, loans are resolved upon by different boards of the relevant Originator (*Organi Deliberanti*) according to the risk category (defined on the basis of the characteristics of the loan and on the relevant security) and according to the category to which they belong (defined on the basis of the aggregation of the loans having the same characteristics, also belonging to different risk categories).

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 *fondinario* 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 relevant Originator (99 per cent. of the C.R.Asti Portfolio and almost exclusively for Biver Portfolio), rarely payments are carried out by means of SEPA and MAV.

An expiration notice is sent only to borrowers who have not given a permanent order to debit the relevant current account. From 2 March 2015 default interest rate is equal to the rate applicable to the relevant loan (TAN).

The Originators' 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 Originators' branches holding account relations with the related customers will monitor any unpaid instalments and may resolve to cancel ("*stornare*") the debiting of the relevant instalment which should result to be overdraft ("*incapiante*") and solicit the borrower by delivering a default letter or by phone call.

Within the fifth day of each month for every Originators' branch, a report is drawn up evidencing all the instalments overdue and unpaid to that branch in relation to the previous month.

A similar report, in this case related to all the loans granted by the Originators is sent to the relevant *Servizio Crediti in Amministrazione* in order to carry out any necessary examination and action.

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 monthly basis.

Since 2 November 2017, in order to strengthen the management of anomalous and non-performing loans, the relevant *Servizio Crediti in Amministrazione* has been created in the relevant *Direzione Crediti*, divided into two operating units, the *Ufficio Crediti in Osservazione* and the *Ufficio Crediti Anomali*.

The *Servizio Crediti in Amministrazione* is responsible for monitoring the Originators' anomalous and non-performing loans, from the first signs of anomaly to the termination of the relevant loan.

At the same time, an advanced monitoring and early warning system was adopted, named CQM (Credit Quality Management), designed by Cedacri, in order to better structure the process of monitoring securitized and non-securitized debt positions which present overdrafts and arrears in payments.

In brief, the CQM platform provides for the opening of a file at the branch office or at the *Servizio Crediti in Amministrazione* with respect to all the overdraft positions starting from the 11th consecutive day of overdraft, and an "escalation" process in case of higher level anomalies (continuation of the overdraft, detection of prejudicial events, acquisition of non-performing status).

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:

- the occurrence of negative events, such as protests, the inclusion of the customer in the "*Centrale di Allarme Interbancaria*" (such inclusion is carried out by monitoring the daily files), prejudicial actions taken by other banks and/or financial institutions or private citizens (which are known by checking the mortgage searches) and inclusion as a "defaulted" position ("*sofferenza*") in *Centrale dei Rischi*;
- the 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 CQM procedure, in force since 8 November 2017, has replaced the ICC procedures, in force since 1 April 2010 and "*Monitoraggio*", in force since December 2013, with the aim of strengthening and better structuring the monitoring of anomalous and non-performing loans.

CQM 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) or when a management anomaly arises (overdraft and arrears after the 11th consecutive day, deterioration of the rating level).

The platform includes 20 classes:

- 8 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;
- 11 classes dedicated to performing loans which present overdraft or prejudicial events, among which 2 dedicated to the “external collection” and performing loans to be assigned to recovery companies.

2 classes related to performing positions that are “derated”

Each class is associated with a “process”, *i.e.* a set of “actions” which the parties to the procedure have to implement in order to face 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:

- analysis of anomalies which led to the opening of the CQM file and analysis of the client’s overall position;
- forecast of operational blocks resulting from the evidenced anomalies (credit card withdrawal, operational blocks on current accounts, actions on the insurance portfolio);
- customer contact and related reports;
- 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);
- status change actions (following the failure of the actions to remedy the anomaly).

The new monitoring structure also provides for the start of a collection activity entrusted to external specialized entities, for performing positions held by private customers, which present over 30 days of overdraft and arrears.

The Cedacri management platform for collection activities is currently being implemented.

“AUTOMATIC” CRITERIA FOR THE CLASSIFICATION OF “INCAGLIO” – NOW “INADEMPIENZA PROBABILE” (UTPs)

The seventh update of the regulation of the Bank of Italy no. 272, dated 20 January 2015, has amended the denomination and the definition of the non-performing credit and in particular the “incagli” category, now called “inadempienze probabili” or “UTPs”.

“*Inadempienze probabili*” or “UTPs” means the positions in relation to which the bank considers unlikely the credit’s satisfaction without taking actions like the enforcement of the guarantees or securities.

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 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:

- continued permanence in the category of past due exposures for a duration exceeding 270 days;
- the classification by other credit institutions among the "*sofferenze rettificate a sistema*";
- the presence of overdrafts of more than 30 days on positions for which at least 2 "concession" measures were granted on performing positions (forborne performing) or on positions classified as past due (non-performing forborne);
- only with regard to corporate clients, a reduction in turnover from one year to another of more than 30%.

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.

The *Servizio Crediti in Amministrazione* or the *Ufficio Fidi* may in any case propose to introduce among the "*inadempienze probabili*" the positions of the clients who show recurring elements which are indicative of economic and financial difficulty that lead to the assessment of unlikelihood of the credit's satisfaction without taking actions like the enforcement of the guarantees.

Following the classification of a position as "*inadempienze probabili*", the activity of the Administrator of the matter in cooperation with the *Ufficio Gestione Crediti Anomali* is concentrated on the effective possibilities to return *in bonis* and on the possible strengthening of the guarantees.

The exercise of deliberative powers assigned to the bank representatives (*delegati*) of the *Rete Territoriale* or of the *Rete Imprese* is suspended. The management of the positions classified as "*inadempienze probabili*" is, in any case, not contentious and mainly consists in setting restructuring plans with the debtor.

The management of the "*inadempienze probabili*" is in any case benevolent ("*benevolo*") towards the customer and its main purpose is the achievement of a repayment plan ("*piano di rientro*").

If the renegotiation cannot be achieved, or, once achieved, is disregarded by the customer, the relevant position is terminated and the management of the same is transferred to the Dispute Resolution Department (*Ufficio Gestione Sofferenze e Contenzioso*) for the commencement of foreclosure proceedings.

The *Ufficio Gestione Crediti Anomali* includes the position among the positions classified as "*inadempienze probabili*". The same department writes off the status of the position as "*inadempienze probabili*":

- 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;
- return in the performing loans:

- for the cessation of the situation that the debtor is unlikely able to fulfill his obligations, ascertained through a specific and detailed assessment;
- 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.

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 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*.

The Credit Department Director is also invested with the power to settle, upon justified proposal of the “*Ufficio Gestione Crediti Anomali*”, positions classified as past due or “*inadempienze probabili*”, with the faculty to waive receivables up to Euro 25,000.00.

CLASSIFICATION AS A DEFAULTED POSITION AND LEGAL ACTIONS

The Dispute Resolution Department receives the file, containing the necessary documents, from the *Ufficio Gestione Crediti Anomali*.

To the extent that it is not possible reach an amicable agreement with the relevant borrower, a foreclosure proceeding is promptly commenced. The defaulted position may be recorded in the accounting books after or prior to the commencement of the foreclosure procedure.

The criteria adopted in order to classify a position of a customer among the *sofferenze* are those provided for by the instructions issued by the Bank of Italy (*Istruzioni di Vigilanza*), in the following cases:

- the serious and on-going economic and financial difficulties of the relevant debtor, entailing irreversible insolvency;
- events evidencing the serious insolvency of the customer (such as the protest of cheques or bills, precautionary actions of other creditors, insolvency proceedings or applications for the admission to other insolvency proceedings);
- other serious evidences of financial difficulties application for an out-of-court settlement, loss of the guarantees on which the assessment of creditworthiness was based, winding-up of the company with no sufficient assets and no sufficient guarantees.

The power to authorise the classification of a claim as a defaulted claim is granted to:

- the “*Responsabile dell’Ufficio Gestione Sofferenze Contenzioso*” for exposures of up to Euro 100,000.00 for each customer;
- the “*Responsabile del Servizio Affari Generali e Societari*” of C.R.Asti for exposures of up to Euro 500,000.00 for each customer; and
- the General Director, without limits.

The defaulted positions files are managed by the Dispute Resolution Department which assesses the legal actions to be undertaken to recover the relevant receivables.

The Dispute Resolution Department:

- assesses the financial situation of guarantors (if any) in relation to personal guarantees (“*fidejussioni*”) granted and shareholders with unlimited liability; and
- enforces the “*garanzie reali*”.

Judicial proceedings (*decreti ingiuntivi*, registration of judicial mortgages, etc.) are also started *vis-à-vis* personal guarantors (*fidejussori*) securing unsecured loans (*finanziamenti chirografari*) in order to recover the relevant claim.

The legal actions aimed at collecting the receivables are committed to external lawyers, *provided that* the dossiers are in any case managed by the internal managers to whom they are assigned.

The external lawyers belong to primary law firms working with C.R.Asti or Biver on the basis of strong professional relations.

Special eligible power of attorney is granted to external lawyers, save for the case they have already been granted 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 the bank by convention.

The enforcement related to the position of default is carried out pursuant to the usual rules provided for by the procedural civil code.

In relation to secured claims (*crediti assistiti da garanzia ipotecaria*) (voluntary or judicial) the foreclosure proceeding is started pursuant to the usual rules provided for by the procedural civil code order (*precetto*), property attachment and recording (*pignoramento immobiliare e trascrizione*), sale petition, collection of the mortgage certificates, sale by auction or without auction on the basis of the judge’s decisions, definition of the receivables admitted to the distribution of the proceeds and distribution of the proceeds on the basis of the plan fixed by the judge and approved by the creditors that have taken part.

Each of C.R.Asti and Biver 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 relevant 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 the bank does not recover the entire receivable, the foreclosure proceeding will be started *vis-à-vis* the original borrower for the outstanding amount.

In case of personal guarantee relating to the receivables, if the execution on the mortgaged assets has not entailed the total recovery of the receivable, the Dispute Resolution Department levies execution on the personal guarantors for the recovery of the outstanding receivable.

In case of guarantees granted by *consorzi* or *cooperative di garanzia*, the execution will generally take place at the end of the executive acts, according to the conventions agreed with the bank.

The receivable not recovered, or the one for which it is not deemed advisable from an economic point of view to initiate legal action or the one which has been waived on the basis of settlements carried out with the relevant debtors, is recorded as a loss by the Dispute Resolution Department, with the prior consent of the relevant Servicer’s competent bodies.

In particular:

- devaluations following transactions with the debtors are allowed by resolution of the Board of Directors, without limits;
- in the case of transactions entailing liabilities not exceeding Euro 1,000,000, the power of resolution and authorisation for the devaluation of the outstanding receivable is given to the CEO, upon the opinion of the competent departments;
- in the case of transactions entailing liabilities not exceeding Euro 250,000, the power of resolution and authorisation for the devaluation of the outstanding receivable is given to the General Manager, upon the opinion of the competent departments;
- in the case of transactions entailing liabilities not exceeding Euro 100,000, the power of resolution and authorisation for the devaluation of the outstanding receivable is given to the “*Responsabile del Servizio Affari Generali e Societari*”, upon the opinion of the competent departments; and
- for transactions entailing liabilities not exceeding Euro 25,000, the power of resolution is given to the *Responsabile dell’Ufficio Gestione Sofferenze e Contenzioso*.

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.

Upon discharge of a Biver’s position, all the documents of the dossiers are transferred to the file room of the Biver’s Dispute Resolution Department (*Ufficio Contenzioso*) in the basement of Biver headquarters, in a private and locked room and then to CS Global (a company belonging to the group Cedacri in Castellazzo Bormida) where they are kept for at least 10 years.

THE ISSUER'S BANK ACCOUNTS

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened the following accounts with the Transaction Bank (such accounts, along with the Eligible Investments Securities Account, once it will be opened in accordance with the Agency and Accounts Agreement, collectively, the “**Accounts**”):

- (a) a euro-denominated current account into which, *inter alia*:
 - (i) the Servicer of the C.R.Asti Portfolio will be required to deposit the C.R.Asti Collections pursuant to the C.R.Asti Servicing Agreement;
 - (ii) the Servicer of the Biver Portfolio will be required to deposit the Biver Collections pursuant to the Biver Servicing Agreement;(the “**Collection Account**”);
- (b) a euro-denominated current account into which, *inter alia*, (i) the Transaction Bank will be required to transfer two Business Days prior to each Interest Payment Date an amount equal to the aggregate of (A) the balance standing to the credit of the Collection Account as at the last day of each Collection Period and (B) the monies invested in Eligible Investments (if any) from the Collection Account during the preceding Collection Period and any Revenue Eligible Investments Amounts owned by the Issuer and deriving from such amounts; (ii) the balance standing to the Cash Reserve Account and (iii) all payments paid or advanced to the Issuer under any of the Transaction Documents, including any indemnity payments received by the Issuer will be credited, and the credit balance of which will be used to make payments due on each Interest Payment Date to the Noteholders and the other Issuer Creditors in accordance with the applicable Priority of Payments (the “**Payments Account**”);
- (c) a euro-denominated current account into which the Issuer will be required to deposit, *inter alia*, (i) on the Issue Date, €17,800,000 (equal to the Target Cash Reserve Amount as at the Issue Date), being a portion of the overall amount drawn down by the Issuer under the Subordinated Loan Agreement, and (ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, 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**”); and
- (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.

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

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

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes (the “**Conditions**”).

The €825,000,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072 (the “**Class A Notes**” or the “**Senior Notes**”), the €64,300,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072 (the “**Class B Notes**” or the “**Mezzanine Notes**” and, together with the Class A Notes, the “**Rated Notes**”) and the €98,708,000 Class J Residential Mortgage Backed Floating Rate and Additional Remuneration Notes due 2072 (the “**Class J Notes**” or the “**Junior Notes**” and, together with the Rated Notes, the “**Notes**”) will be issued by Asti Group RMBS II S.r.l. (the “**Issuer**”) on 28 June 2019 (the “**Issue Date**”) in order to finance the purchase of the Claims (as defined below). The Issuer is a company incorporated with limited liability under the laws of the Republic of Italy in accordance with the Securitisation Law (as defined below), the registered office of which is at via Eleonora Duse, 53, 00197 Rome, Italy. The Issuer is registered in the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento della Banca d'Italia del 7 giugno 2017*) under number 35584.2, and in the companies register held in Rome under number 15289771006.

The Notes are subject to and have the benefit of an agency and accounts agreement (the “**Agency and Accounts Agreement**”) dated 27 June 2019 (the “**Signing Date**”) between the Issuer, BNP Paribas Securities Services, Milan Branch as transaction bank, Italian paying agent and agent bank (in such capacities, respectively, the “**Transaction Bank**”, the “**Italian Paying Agent**” and the “**Agent Bank**”, which expressions include any successor transaction bank, Italian 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), C.R.Asti and Biver. The Transaction Bank, the Italian Paying Agent, the Computation Agent and the Agent Bank are collectively referred to as the “**Agents**”, and “**Agent**” indicates any one of those as the context requires.

The Noteholders are deemed to have notice of, and are bound by, and shall have the benefit of, *inter alia*, the terms of the rules of the organisation of the Noteholders (the “**Rules of the Organisation of Noteholders**”) which constitute an integral and essential part of these Conditions). The Rules of the Organisation of Noteholders are attached hereto as a schedule. The rights and powers of the Representative of the Noteholders and the Noteholders may be exercised only in accordance with the Rules of the Organisation of Noteholders.

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency and Accounts Agreement, the Intercreditor Agreement (as defined below) and the other Transaction Documents (as defined below). Any reference in these Conditions to a particular Transaction Document is a reference to such Transaction Document as from time to time created and/or modified and/or supplemented in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so amended and/or modified and/or supplemented.

The holders of the Class A Notes (the “**Class A Noteholders**”), the holders of the Class B Notes (the “**Class B Noteholders**”) and the holders of the Junior Notes (the “**Junior Noteholders**” and, together with the Class A Noteholders and the Class B Noteholders, the “**Noteholders**”, and each a “**Noteholder**”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents applicable to them. Copies of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents are available for inspection during normal business hours by the Noteholders at the Specified Office (as defined below) of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent.

The Issuer has published to prospective Noteholders the *prospetto informativo* required by article 2 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the “**Securitisation Law**”). Copies of the *prospetto informativo* will be available, upon request, to the holder of any Note during normal business hours at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent. Any references below to a “**Class**” of Notes or a “**Class**” of Noteholders will be a reference to the Class A Notes, the Class B Notes or the Junior Notes, as the case

may be, or to the respective holders thereof, respectively. References to “**Noteholders**” or to the “**holders**” of Notes are to the beneficial owners of the Notes.

The principal source of funds available to the Issuer for the payment of amounts due on the Notes will be collections and recoveries made in respect of the Claims. The Claims will be segregated from all other assets of the Issuer by operation of the Securitisation Law and, pursuant to the Intercreditor Agreement, amounts deriving therefrom will be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, to pay costs, fees and expenses due to the Other Issuer Creditors under the Transaction Documents and to pay any other creditor of the Issuer in respect of costs, liabilities, fees or expenses payable to any such other creditor in relation to the securitisation of the Claims by the Issuer through the issuance of the Notes (the “**Securitisation**”).

The Servicers shall ensure the proper segregation of the Issuer’s accounts and property from its own activities and the Servicers, each as “*soggetto incaricato della riscossione dei crediti e dei servizi di cassa e pagamento*” pursuant to article 2, paragraph 6-bis of the Securitisation Law, shall be responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

Under the terms of the Mandate Agreement and the Intercreditor Agreement, the Issuer has, *inter alia*, granted a mandate to the Representative of the Noteholders, pursuant to which, *inter alia*, following service of an Issuer Acceleration Notice, the Representative of the Noteholders shall be authorised under article 1723, second paragraph, of the Italian civil code, to exercise, in the name of the Issuer but in the interest and for the benefit of the Noteholders and the Other Issuer Creditors, all the Issuer’s contractual rights arising out of the Transaction Documents to which the Issuer is a party and in respect of the Claims, including the right to sell them in whole or in part, in the interest of the Noteholders and the Other Issuer Creditors.

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Transaction Documents applicable to them. In particular, each Noteholder, by reason of holding one or more Notes, (a) recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Noteholders is a party as if such Noteholder was itself a signatory thereto, and (b) acknowledges and accepts that the Arranger, the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by any of the Noteholders as a result of the performance by 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:

“**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 and the Payments Account and “**Account**” means any one of them;

“**Accrued Interest Amount**” means €117,899.42 being equal to the sum of all interest accrued but not paid in respect of the Claims as at the Valuation Date (inclusive), which will be paid to each of the Originators in accordance with the applicable Priority of Payments;

“**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 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 the transmission of communications or notifications which the relevant Originator is obliged to serve in connection with the Mortgage Loans pursuant to law or regulations of the supervisory authority;

“Aggregation Date” means the effective date of the extraordinary transaction between Biver and C.R.Asti;

“Arranger” means UniCredit Bank AG;

“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 Servicers, 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;

“Base Rate” means, if EONIA is greater than zero per cent, the difference between EONIA and 0.25 per cent *per annum* with a floor at zero per cent. If EONIA is lower than or equal to zero per cent, the difference between EONIA and 0.15 per cent *per annum*;

“Basic Terms Modification” has the meaning given to it in the Rules of the Organisation of Noteholders;

“Biver” means Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. or any permitted successor or assignee thereof;

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

“Biver Collections” means any monies from time to time paid, as of (but excluding) the Valuation Date, in respect of the Biver Mortgage Loans and the related Biver Claims;

“Biver Defaulted Claims” means any Biver 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 (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy’s supervisory regulations;

“Biver Mortgage Loans” means, from time to time, the aggregate of the mortgage loans comprised in the Biver Portfolio, the Biver Claims of which have been transferred to the Issuer in accordance with the Biver Transfer Agreement, and **“Biver Mortgage Loan”** means any one of these;

“Biver Portfolio” means the aggregate of all Biver Mortgage Loans;

“Biver Servicing Agreement” means the servicing agreement dated the Initial Execution Date between the Issuer and the Servicer of the Biver Portfolio;

“Biver Transfer Agreement” means a transfer agreement dated the Initial Execution Date between the Issuer and Biver;

“Biver Warranty and Indemnity Agreement” means a warranty and indemnity agreement dated the Initial Execution Date between the Issuer and Biver;

“**Borrowers**” means, collectively, the borrowers under the 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 fourth Business Day prior to each Interest Payment Date;

“**Cancellation Date**” means the later of (i) the last Business Day in December 2074; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

“**Cash Reserve**” means the monies standing to the credit of the Cash Reserve Account at any given time;

“**Cash Reserve Account**” means a euro-denominated account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

“**Class A Notes Subscribers**” means, collectively, Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. and Cassa di Risparmio di Asti S.p.A. as initial subscribers of the Class A Notes;

“**Class A Rate of Interest**” has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

“**Class B Notes Subscribers**” means, collectively, Cassa di Risparmio di Asti S.p.A. and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A., as initial subscribers of the Class B Notes;

“**Class B Rate of Interest**” has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

“**Clearstream, Luxembourg**” means Clearstream Banking, *société anonyme*;

“**Collection Account**” means a euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

“**Collection Date**” means the first calendar day of 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 2019 (included); and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date;

“**Collections**” means, collectively, the Biver Collections and the C.R.Asti Collections;

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

“**Consolidated Servicer Report**” means the report prepared and submitted by no later than the second Business Day following each Reporting Date, starting from the Initial Execution Date and until the Aggregation Date, by C.R.Asti to the Computation Agent, the Rating Agencies, the Representative of the Noteholders and the Issuer in the form set out in the C.R.Asti Servicing Agreement and containing information as to Portfolio and any Collections in respect of the preceding Collection Period with the first Servicer Report falling in December 2019;

“**Consolidated Servicer Report Delivery Failure Event**” will have occurred upon C.R.Asti’s failure to deliver the Consolidated Servicer Report within seven Business Days of 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 Consolidated Servicer Report;

“**Corporate Servicer**” means KPMG Fides Servizi di Amministrazione S.p.A. or any successor thereto acting as such appointed from time to time in respect of the Notes and this Securitisation;

“**Corporate Services Agreement**” means the agreement dated the Signing Date between the Corporate Servicer, the Representative of the Noteholders and the Issuer;

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

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

“**C.R.Asti Collections**” means any monies from time to time paid, as of (but excluding) the Valuation Date, in respect of the C.R.Asti Mortgage Loans and the related C.R.Asti Claims;

“**C.R.Asti Defaulted Claims**” means any C.R.Asti Claim under which there are at least 15 (fifteen) Unpaid Instalments (in case of monthly payment) or at least 3 (three) Unpaid Instalments (in case of semi-annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy’s supervisory regulations;

“**C.R.Asti Mortgage Loans**” means, from time to time, the aggregate of the mortgage loans comprised in the C.R.Asti Portfolio, the C.R.Asti Claims of which have been transferred to the Issuer in accordance with the C.R.Asti Transfer Agreement, and “**C.R.Asti Mortgage Loan**” means any one of these;

“**C.R.Asti Servicing Agreement**” means the servicing agreement dated the Initial Execution Date, as subsequently amended on the Signing Date, between the Issuer and the Servicer of the C.R.Asti Portfolio;

“**C.R.Asti Transfer Agreement**” means a transfer agreement dated the Initial Execution Date, as subsequently amended on the Signing Date, between the Issuer and C.R.Asti;

“**C.R.Asti Warranty and Indemnity Agreement**” means a warranty and indemnity agreement dated the Initial Execution Date between the Issuer and C.R.Asti;

“**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 Regulation (EU) no. 575 of 26 June 2013 on prudential requirements for credit institutions and investment firms.

“**Cumulative Default Ratio**” means the ratio expressed as a percentage between:

- A. the Principal Amount Outstanding (as calculated on the date on which such Claims become Defaulted Claims) of the Claims which have become Defaulted Claims from the Issue Date until the relevant Calculation Date; and
- B. the Initial Portfolio Outstanding Amount.

“**DBRS**” means any entity which is part of the DBRS group and carries out the relevant rating activity;

“**DBRS Equivalent Chart**”

DBRS		Moody's		Standard & Poor's Corporation		Fitch	
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term	Long Term	Short Term
AAA	R-1 (high)	Aaa	P-1	AAA	A-1+	AAA	F1+
AA(high)		Aa1		AA+		AA+	

DBRS		Moody's		Standard & Poor's Corporation		Fitch	
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term	Long Term	Short Term
AA	R-1 (middle)	Aa2		AA		AA	
AA(low)		Aa3		AA-		AA-	
A(high)	R-1 (low)	A1		A+	A-1	A+	F1
A		A2		A		A	
A(low)		A3	P-2	A-	A-2	A-	F2
BBB(high)	R-2 (high)	Baa1		BBB+		BBB+	
BBB	R-2 (middle)	Baa2	P-3	BBB	A-3	BBB	F3
BBB(low)	R-2 (low) R-3	Baa3		BBB-		BBB-	
BB(high)	R-4	Ba1		BB+		BB+	B
BB		Ba2		BB		BB	
BB(low)		Ba3		BB-		BB-	
B(high)		B1		B+		B+	
B	R-5	B2		B		B	C
B(low)		B3		B-		B-	
CCC		Caa1		CCC+		CCC+	
		Caa2		CCC		CCC	
		Caa3		CCC-		CCC-	
CC		Ca		CC		CC	
C		C		D		D	

“DBRS Equivalent Rating” means with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent),

- (a) The public rating assigned by DBRS; or, if not applicable,
- (b) The private rating assigned by DBRS; or if not applicable,
- (c) The rating so determined
 - (i) if a Fitch public rating, a Moody's public rating and a Standard & Poor's Corporation public rating in respect of the Eligible Investment or the Eligible Institution (each, a "Public Rating") are all available at such date, the DBRS Rating will be the DBRS Equivalent Rating of such Public Rating remaining (upon conversion on the basis of the DBRS Equivalent Chart) after disregarding the highest and lowest of such Public Ratings from such rating agencies (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below). For this purpose, if more than one Public Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Ratings shall be so disregarded;
 - (ii) if the DBRS Rating cannot be determined under (a) above, but Public Ratings of the Eligible Investment by any two of Fitch, Moody's and Standard & Poor's Corporation are available at such date, the DBRS Equivalent Rating of the lower such Public Rating (upon conversion on the basis of the DBRS Equivalent Chart) (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and
 - (iii) if the DBRS Rating cannot be determined under (a) and (b) above, but Public Ratings by any one of Fitch, Moody's and Standard & Poor's Corporation are available at such date, then the DBRS Equivalent Rating will be such Public Rating (upon conversion on the basis

of the DBRS Equivalent Chart) (provided that if such Public Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

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

"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 collectively the C.R.Asti Defaulted Claims and the Biver Defaulted Claims, any of them a **"Defaulted Claim"**;

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

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

- (i) Euro 103,426.49 with respect to the C.R.Asti Claims; and
- (ii) nil with respect to the Biver Claims;

"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"*;

“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 “BBB (high) by DBRS as a long term rating or “A (low) as “Critical Obligation Rating” (or, if its long-term debt rating is not publicly rated by DBRS, but is rated by at least any one of Fitch, Moody's and S&P, the DBRS Equivalent Rating with respect to its long-term debt obligations);
- (b) at least “Baa2” by Moody’s as a long term rating;

“Eligible Investments” means

- (a) euro-denominated senior unsubordinated debt financial instruments (but excluding, for the avoidance of doubts, credit linked notes and money market funds), 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 a maturity date falling not later than the next succeeding Liquidation Date; or
- (c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments *provided that*:
 - (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer;
 - (ii) such repurchase transactions are immediately repayable on demand, disposable 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 “BBB (high)” 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)”;
 - (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)”;
 - (ii) 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 or higher than the Base Rate; or
- (z) in the case of bank account or deposit (including for the avoidance of doubt time deposit), such bank account or deposit are opened in the name of the Issuer and held in Italy, England or Wales with an Eligible Institution provided that in case such account is opened in England or Wales (a) a legal, valid and binding security interest substantially in the form of a deed of charge is created thereon and (b) a legal opinion is provided to the Issuer confirming the validity and the enforceability of the security created thereon,

provided that:

- (i) in no case 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;
- (ii) in case of downgrade below the rating allowed with respect to DBRS or Moody’s, as the case may be, the Issuer shall: (a) in 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 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;

- (iii) in any case, if such investments consist of repurchase transactions, they shall have a maturity not longer than 60 days and provided that in any case the maturity of such investment shall fall not later than the 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
- (iv) in any case, the Eligible Investments being securities shall be held directly with the Transaction Bank (excluding, for avoidance of any doubt, sub custodians) and through Euroclear or Clearstream or other clearing systems and registered in the name of the Issuer,

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;

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

“**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 three - and six-month deposits in euro) which appears on the Reuters page EURIBOR01 or (A) such other page as may replace the Reuters page EURIBOR010 on that service for the purpose of displaying such information or (B) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the Noteholders) as may replace the Reuters page EURIBOR01 (the “**Screen Rate**”) at or about 11.00 a.m. (Brussels time) on the Interest Determination Date falling immediately before the beginning of such Interest Period; or
- (ii) following the service of an Issuer Acceleration Notice and in respect of each Interest Period, the rate offered in the euro-zone inter-bank market for deposits in euro applicable in respect of such Interest Period which appears on the Screen Rate nominated and notified by the Agent Bank for such purpose or, if necessary, the relevant linear interpolation, as determined by the Agent Bank in accordance with the Agency and Accounts Agreement at or about 11.00 a.m.

(Brussels time) on the Interest Determination Date which falls immediately before the end of the relevant Interest Period; or

- (iii) if the Screen Rate is unavailable at such time for deposits in euro in respect of the relevant period, then the rate for any relevant period shall be the arithmetic mean (rounded to three decimal places with the mid-point rounded upwards) of the rates notified to the Agent Bank at its request by each of the Reference Banks as the rate at which deposits in euro in respect of the relevant period in a representative amount are offered by that Reference Bank to leading banks in the euro-zone inter-bank market at or about 11.00 a.m. (Brussels time) on the relevant Interest Determination Date; or
- (iv) if, at that time, the Screen Rate is unavailable and only two or three of the Reference Banks provide such offered quotations to the Agent Bank, the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations; or
- (v) if, at that time, the Screen Rate is unavailable and only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the relevant rate shall be the rate in effect for the immediately preceding period to which one of sub-paragraphs (i) or (ii) above shall have applied.

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. each 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;

"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*);

"Expenses Account" means the euro-denominated current account opened by the Issuer with the Transaction Bank, as better identified in the Agency and Accounts Agreement;

"Extraordinary Resolution" has the meaning given to it in the Rules of the Organisation of Noteholders;

"Final Redemption Date" means the Interest Payment Date immediately following the earlier of: (i) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (ii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"Financing Banks" means, collectively, Biver and C.R.Asti in their capacities as financing banks under the Letter of Undertaking or any permitted successor or assignee thereof;

"Initial Execution Date" means 7 June 2019;

"Initial Portfolio Outstanding Amount" means the aggregate Outstanding Principal of all the Claims as at the Valuation Date, being equal to €988,008,895.88;

“Inside Information Report” means the report prepared by the Computation Agent on behalf of C.R.Asti and Biver 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 each of the Originators and which are due to the relevant Originator by the Issuer in accordance with the relevant Transfer Agreement;

“Intercreditor Agreement” means an intercreditor agreement dated the Signing Date between, *inter alia*, the Issuer, the Noteholders (represented by the Representative of the Noteholders) and the Other Issuer Creditors;

“Interest Amount” has the meaning given to it in Condition 6(e) (*Calculation of Interest Amounts*);

“Interest Amount Arrears” means the portion of the relevant Interest Amount for the Notes of any Class, calculated pursuant to Condition 6(e) (*Calculation of Interest Amounts*), which remains unpaid on the relevant Interest Payment Date;

“Interest Determination Date” means:

- (a) prior to the service of an Issuer Acceleration Notice, in respect of each Interest Period, the date falling two TARGET Settlement Days prior to the Interest Payment Date at the beginning of such Interest Period;
- (b) following the service of an Issuer Acceleration Notice, in respect of each Interest Period, the date falling two TARGET Settlement Days prior to the Interest Payment Date at the end of such Interest Period;

“Interest Payment Date” means (a) prior to the service of an Issuer Acceleration Notice, the twenty-ninth calendar day of 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 30 December 2019 and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement;

“Interest Period” has the meaning given to it in Condition 6(a) (*Interest Payment Dates and Interest Periods*);

“Investor Report” means the quarterly report to be prepared by the Computation Agent, by no later than the second Business Day immediately following each Interest Payment Date, and delivered to the Reporting Entities in a timely manner in order for the Reporting Entities to make it available on the website of European DataWarehouse (being, as at the date of the Prospectus, www.eurodw.eu) within the month following the immediately preceding 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.

“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 the respective balance equals or exceeds €500,000 and thereafter, within the same Interest Period, the last Business Day of each week;

“Luxembourg Stock Exchange” means Luxembourg Stock Exchange S.A.;

“Issuer” means Asti Group RMBS II 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 Cash Reserve 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; and
 - (ix) all amounts of interest accrued on the Accounts and paid during the Collection Period immediately preceding such Calculation Date; and
- (b) as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims and the Issuer's Rights under the Transaction Documents.

“Issuer Creditors” means (i) the Noteholders (represented, as the case may be, by the Representative of the Noteholders); (ii) the Other Issuer Creditors; and (iii) any other third party creditors in respect of any taxes, costs, fees, liabilities or expenses incurred by the Issuer in relation to the Securitisation;

“Issuer Secured Creditors” means the Noteholders, the Representative of the Noteholders, the Computation Agent, the Servicers, the Back-up Servicer, the Italian Paying Agent, the Agent Bank, the Transaction Bank, the Subordinated Loan Providers, the Class A Notes Subscribers, the Class B Subscribers, the Junior Notes Subscribers, the Corporate Servicer, the Stichting Corporate Services Provider, Biver and C.R.Asti (in respect of any monetary obligation due to it by the Issuer under the Transaction Documents to which each of Biver and C.R.Asti is a party);

“Issuer's Rights” means the Issuer's right, title and interest in and to the Claims, any rights that the Issuer has acquired under the Transaction Documents and any other rights that the Issuer has acquired against the Originators, any Other Issuer Creditors (including any applicable guarantors or successors thereto) or third parties for the benefit of the Noteholders in connection with the securitisation of the Claims;

“Junior Notes Additional Remuneration” means:

- (a) on each Interest Payment Date, prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds to be applied on such Interest Payment Date minus all payments or provisions to be made under the Pre-Enforcement Priority of Payments under items (i) to (xx); or
- (b) following the service of an Issuer Acceleration Notice or in the event the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*), the Issuer Available Funds minus all payments or provisions to be made under the Post-Enforcement Priority of Payments under items (i) to (xvi);

“Junior Notes Subscription Agreement” means the subscription agreement in respect of the Junior Notes dated the Signing Date between the Junior Notes Subscribers, the Issuer and the Representative of the Noteholders;

“Junior Notes Subscribers” means, collectively, Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. and Cassa di Risparmio di Asti S.p.A.;

“Junior Rate of Interest” has the meaning given in Condition 6(c) (*Rate of interest on the Notes*);

“Letter of Undertaking” means a letter of undertaking dated the Signing Date between the Issuer, the Representative of the Noteholders and the Financing Banks;

“Liquidation Date” means the date falling five Business Days before each Interest Payment Date;

“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 Noteholders;

“Monte Titoli” means Monte Titoli S.p.A.;

“Monte Titoli Account Holder” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes depository banks appointed by Clearstream, Luxembourg and Euroclear;

“Moody’s” means Moody’s Investors Service Ltd;

“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, collectively, the Biver Mortgage Loans and the C.R.Asti Mortgage Loans, 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 Class B Notes;
- (c) if no Class B 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 Noteholders attached hereto as the schedule;

“Originators” means, collectively, Biver and C.R.Asti or any permitted successor or assignee thereof;

“Originator’s Claims” means, collectively, the monetary claims that the relevant Originator may have from time to time against the Issuer under the relevant Transfer Agreement (other than in respect of the relevant Purchase Price), the relevant Warranty and Indemnity Agreement and any other Transaction Document, and including, without limitation, the relevant Insurance Premia, the relevant Accrued Interest Amount, the relevant Overdue Interest Amount, the relevant Deferred Interest, the relevant Suspension Interest and all amounts due and payable to the relevant Originator for the repayment of any loan extended to the Issuer under clause 16.4 (*Finanziamento Spese di Arbitraggio*) of the relevant Transfer Agreement and clause 6.4(b) of the relevant Warranty and Indemnity Agreement;

“Other Issuer Creditors” means, collectively, the Representative of the Noteholders, Biver (in any capacity), C.R.Asti (in any capacity), the Back-up Servicer, the Transaction Bank, the Corporate Servicer, the Computation Agent, the Italian Paying Agent, the Class A Notes Subscribers, the Class B Notes Subscribers, the Junior Notes Subscribers, the Stichting Corporate Services Provider and the Agent Bank;

“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” "Overdue Interest Amount" means €100,683.69, being equal to (a) the sum of all overdue interest (including default interest) in respect of the Claims as at the Valuation Date (inclusive), being equal to €99,787.81 plus (b) €895.88 *i.e.* the difference (due to the rounding down of the purchase price to the nearest €1,000) between the Initial Portfolio Outstanding Amount and the Purchase Price, which will be paid to the Originators in accordance with the applicable Priority of Payments;

“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;

“Performance Trigger” means a Cumulative Default Ratio exceeding 4.5%;

“Portfolio” means, collectively, the Biver Portfolio and the C.R.Asti Portfolio;

“Portfolio Outstanding Amount” means, on each Interest Payment Date, the aggregate Outstanding Principal of all the Claims as at the end of the immediately preceding Collection Period;

“Post-Enforcement Final Redemption Date” means the earlier to occur between: (i) the date when the Notes are due for payment under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) in the event that the Issuer opts for the early redemption of the Notes in accordance therewith, (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero, and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

“Post-Enforcement Priority of Payments” means the provisions relating to the order of priority of payments as set out in Condition 3(e) (*Post-Enforcement Priority of Payments*);

“Pre-Enforcement Priority of Payments” means the provisions relating to the order of priority of payments as set out in Condition 3(d) (*Pre-Enforcement Priority of Payments*);

“Principal 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 relevant Transfer Agreement, which term identifies the purchase price:

- a) for all the C.R.Asti Claims, being equal to €862,439,000.00;
- b) for all the Biver Claims, equal to €125,569,000.00,

and **“Purchase Prices”** means the aggregate of the Purchase Price of each Transfer Agreement;

“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 Bertolucci;

“Rate of Interest” means the Class A Rate of Interest, the Class B Notes Rate of Interest or, as applicable, the Junior Rate of Interest;

“Rated Notes Subscription Agreement” means the subscription agreement in respect of the Class A Notes and the Class B Notes dated the Signing Date between the Originators, the Issuer, the Arranger and the Representative of the Noteholders;

“Rateo Amounts” means an amount equal to all interest accrued but not paid in respect of the Mortgage Loans as at the Valuation Date (inclusive) being equal to:

- (a) € 173,682.15 with respect to C.R.Asti; and
- (b) € 44,900.96 with respect to Biver;

“Rating Agencies” means DBRS and Moody’s;

“Reference Banks” means, initially, HSBC Bank plc, BNP Paribas S.A., UniCredit S.p.A. and Deutsche Bank AG, each acting through its principal London office and, if the principal London office of any such bank is unable or unwilling to continue to act as a Reference Bank, the principal London office of such other bank as the Issuer shall appoint and as may be approved in writing by the Representative of the Noteholders to act in its place;

“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 Italian Paying Agent or the Representative of the Noteholders on or prior to such date, the date on which, the full amount having been so received, notice to that effect has been given to the Noteholders in accordance with Condition 17 (*Notices*);

“Reporting Date” means the ninth Business Day before each Interest Payment Date with the first Reporting Date falling in December 2019;

“Reporting Entity” means C.R.Asti and Biver in their 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;

“Secured Amounts” means all the amounts due, owing or payable by the Issuer, whether present or future, actual or contingent, to the Noteholders under the Notes and the other Issuer Secured Creditors pursuant to the relevant Transaction Documents;

“Security Interest” means any mortgage, charge, pledge, lien, right of set-off, special privilege (*privilegio speciale*), assignment by way of security, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security;

“Servicer of the Biver Portfolio” means Biver as servicer of the Biver Portfolio appointed from time to time in respect of this Securitisation;

“Servicer of the C.R.Asti Portfolio” means C.R.Asti as servicer of the C.R.Asti Portfolio appointed from time to time in respect of this Securitisation;

“Servicers” means, collectively, the Servicer of the Biver Portfolio and the Servicer of the C.R.Asti Portfolio and **“Servicer”** means any one of these;

“Servicing Agreements” means, collectively, the Biver Servicing Agreement and C.R.Asti Servicing Agreement and **“Servicing Agreement”** means any one of these;

“Solvency II Amendment Regulation” means the Commission Delegated Regulation (EU) no. 1221 of 1 June 2018 amending Delegated Regulation (EU) 2015/35 of 10 October 2014 as regards the calculation of regulatory capital requirements for securitisations and simple, transparent and standardised securitisations held by insurance and reinsurance undertakings;

“Specified Offices” means the specified offices of, respectively, the Italian Paying Agent, the Computation Agent, the Transaction Bank, the Representative of the Noteholders and the Agent Bank listed in Condition 17(d) (*Initial Specified Offices*);

“Stichting Bertolucci” means Stichting Bertolucci, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Barbara Strozilaan 101, 1083HN Amsterdam, 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 Wilmington Trust Sp Services (London) Limited, or any successor corporate servicer appointed from time to time in respect of this Securitisation;

“Subordinated Loan” means:

- (a) €2,268,735 with respect to Biver; and
- (b) €15,581,265 with respect to C.R.Asti;

“Subordinated Loan Agreement” means the subordinated loan agreement dated the Signing Date between the Subordinated Loan Providers, the Representative of the Noteholders and the Issuer;

“Subordinated Loan Provider” means C.R.Asti, or any permitted successor or assignee thereof;

“Suspension Interest” means, with respect to the C.R.Asti Loans and the Biver Loans, in relation to which, respectively, C.R.Asti, Biver and the relevant Borrower have agreed to suspend the payment of the instalments of the relevant Loan for a certain term, an amount corresponding to the aggregate amount of the interest accrued, but not yet due during the suspension period, calculated on the Valuation Date (included).

On the Valuation Date the amount of the Suspension Interest was equal to:

- (a) Euro 211,994.82 with respect to C.R.Asti;
- (b) Euro 835,821.36 with respect to Biver;

“Target Cash Reserve Amount” means €17,800,000, save that:

- (a) on each Interest Payment Date the Target Cash Reserve Amount will be reduced to the higher of (i) 2 per cent. of the Principal Amount Outstanding of the Rated Notes and (ii) €8,893,000; and
- (b) on the Interest Payment Date on which the Class A Notes will be redeemed in full the Target Cash Reserve Amount will be reduced to zero;

“TARGET Settlement Day” means any day on which the TARGET System is open;

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto;

“Transaction Documents” means the Transfer Agreements, the Servicing Agreements, the Back-up Servicing Agreement, the Warranty and Indemnity Agreements, 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, these Conditions and the Rules of the Organisation of Noteholders;

“Transfer Agreements” means, collectively, the Biver Transfer Agreement and the C.R.Asti Transfer Agreement;

“**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 May 2019; and

“**Warranty and Indemnity Agreements**” means, collectively, the Biver Warranty and Indemnity Agreement and the C.R.Asti Warranty and Indemnity Agreement.

In these Conditions, the following events are deemed to have occurred as set out below:

an “**Insolvency Event**” will have occurred in respect of the Issuer if:

- (a) the Issuer becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning given to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of the jurisdiction in which the Issuer is deemed to carry on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, receivership, arrangement, adjustment, protection or relief of debtors) or similar proceedings or the whole or any substantial part of the undertaking or assets of the Issuer are subject to a *pignoramento* or similar procedure having a similar effect (other than any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are being disputed by the Issuer in good faith with a reasonable prospect of success;
- (b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by the Issuer or the same proceedings are otherwise initiated against the Issuer or notice is given of intention to appoint an administrator in relation to the Issuer and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success;
- (c) the Issuer takes any action for a re-adjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than the Issuer Secured Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or
- (d) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of the Issuer (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders) or any of the events under article 2484 of the Italian civil code occurs with respect to the Issuer.

2. **Form, denomination and title**

(a) *Form*

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

(b) *Denomination*

The Notes are issued in the denomination of €100,000 and integral multiples of €1,000 in excess thereof.

(c) *Title*

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

(d) *Holder Absolute Owner*

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Noteholders and the Italian Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Note, as the absolute owner of such Note for the purposes of payments to be made to the holder of such Note (whether or not the Note is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

3. **Status, ranking and priority**

(a) *Status*

The Notes constitute direct and unconditional obligations of the Issuer and, accordingly, the extent of the obligation of the Issuer to make payments under the Notes is limited to the share of the Issuer Available Funds available for such purpose in accordance with the applicable Priority of Payments. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and they accept the consequences thereof, including, but not limited to, the provisions of article 1469 of the Italian civil code.

(b) *Ranking*

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

- (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to the payment of interest on the Class B Notes, the repayment of principal on the Class A Notes and the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes;
- (B) the Class B Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to the payment of interest on the Class A Notes and in priority to the repayment of principal on the Class A Notes (up until the occurrence of a Performance Trigger) and the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes; and
- (C) 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 the Class B 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:
 - (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest in respect of the Class A Notes and the Class B Notes (up until the occurrence of a Performance Trigger), and in priority to repayment of principal on the Class B Notes, the payment of interest and the repayment of principal on the Class J Notes;
 - (B) the Class B Notes will rank *pari passu* without any preference or priority among themselves, but subordinate to payment of interest on the Class A Notes, the payment of interest on the Class B Notes and repayment of principal in respect of the Class A Notes, and in priority to the payment of interest and repayment of principal on the Class J Notes; and
 - (C) 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 the Class B 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 and the Class B Notes.
- (iii) In respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(c) (*Optional redemption of the Notes*) or Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*):
 - (A) the Class A Notes will rank *pari passu* without any preference or priority among themselves and in priority to payment of interest and repayment of principal on the Class B Notes and the Junior Notes;
 - (B) the Class B 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 Class J Notes, but subordinate to payment in full of all amounts due under the Class A Notes; and
 - (C) 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 and the Class B Notes.

(c) *Intercreditor Agreement*

The Intercreditor Agreement and the Rules of the Organisation of Noteholders provide that the Representative of the Noteholders shall have regard to the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders, the interests of the Class B Noteholders and the interests of the Junior Noteholders, the Representative of the Noteholders is required under the Intercreditor Agreement and the Rules of the Organisation of Noteholders to have regard only to the interests of the Class A Noteholders until the Class A Notes have been entirely redeemed and to the interests of the Class B Noteholders until the Class B Notes have been entirely redeemed.

(d) *Pre-Enforcement Priority of Payments*

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

- (i) *first*, 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 and Biver 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 and Biver 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 Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, 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 each of the Originators in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the relevant Transfer Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;
- (vi) *sixth*, on each Interest Payment Date up to (but excluding) the Interest Payment Date following the date on which a Performance Trigger has occurred and in any event on each Interest Payment Date following the redemption in full of the Class A Notes, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class B Notes;
- (vii) *seventh*, following the occurrence of a Consolidated Servicer Report Delivery Failure Event, but only if on such Interest Payment Date the Consolidated Servicer Report Delivery Failure Event is still outstanding, to credit the remainder to the Collection Account;
- (viii) *eighth*, 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;
- (ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;
- (x) *tenth*, on the Interest Payment Date following the date on which a Performance Trigger has occurred and on each Interest Payment Date thereafter until the Interest Payment Date on which the Class A Notes will be redeemed in full, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class B Notes;

- (xi) *eleventh*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;
- (xii) *twelfth*, 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);
- (xiii) *thirteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to each of the Originators, in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement without any duplication with item (iv);
- (xiv) *fourteenth*, in or towards satisfaction of all amounts due and payable to each of the Originators under the terms of the Letter of Undertaking;
- (xv) *fifteenth*, in or towards satisfaction of all amounts due and payable to the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers, *pro rata* and *pari passu*, under the terms of the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement;
- (xvi) *sixteenth*, in or towards satisfaction of all amounts of interest due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;
- (xvii) *seventeenth*, in or towards satisfaction of all amounts of principal due and payable to each of the Subordinated Loan Providers under the terms of the Subordinated Loan Agreement;
- (xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Junior Notes (other than the Junior Notes Additional Remuneration);
- (xix) *nineteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of the Junior Notes is equal to €50,000;
- (xx) *twentieth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes have been repaid in full; and
- (xxi) *twenty-first*, 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 and Biver 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 and Biver 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 Italian Paying Agent, the Agent Bank, the Computation Agent, the Servicers, 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 each of the Originators in respect of the relevant Rateo Amounts, Deferred Interest and Suspension Interest under the terms of the relevant Transfer Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;
- (vi) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes;
- (vii) *seventh*, in or towards repayment, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class B Notes at such date;
- (viii) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;
- (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 each of the Originators:
 - (A) in respect of any relevant Originator's Claims under the terms of the relevant Transfer Agreement and the relevant Warranty and Indemnity Agreement without any duplication with item (iv); 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 Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers, *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 each of the Subordinated Loan Providers (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 each of the Subordinated Loan Providers 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) *Expenses*

From time to time, during an Interest Period, the Issuer shall, in accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

4. **Segregation by law and security**

By virtue of the Securitisation Law, the Issuer's right, title and interest in and to (i) the Portfolio, (ii) the Collections (to the extent that they are clearly identifiable as the Issuer's collections under the Claims) (iii) any monetary claims accrued by the Issuer in the context of the Securitisation, as well as (iv) any financial asset from time to time owned by the Issuer in the context of the Securitisation are segregated from all other assets of the Issuer. Any amount deriving from the Portfolio will only be available both before and after a winding-up of the Issuer to satisfy the obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and to any third party creditors of the Issuer in respect of costs, fees and expenses incurred by the Issuer in relation to the Securitisation.

5. Covenants

(a) Covenants

For so long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in or envisaged by these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law), shareholders' meetings to be convened in order to:

(i) *Negative pledge*

create or permit to subsist any Security Interest whatsoever upon, or with respect to the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation or undertakings;

(ii) *Restrictions on activities*

(A) without prejudice to Condition 5(b) (*Further securitisations and corporate existence*), engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage in; and

(B) have any subsidiary (*società controllata*) or affiliate company (*società collegata*) (as defined in article 2359 of the Italian civil code) or any employees or premises;

(iii) *Disposal of assets*

transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant, any option over or any present or future right to acquire all or any part of the Claims, or any part thereof, or any of its present or future business, undertaking, assets or revenues relating to this Securitisation, whether in one transaction or in a series of transactions;

(iv) *Dividends or distributions*

pay any dividend or make any other distribution or return or repay any equity capital to its quotaholder or increase its equity capital;

(v) *Borrowings*

without prejudice to Condition 5(b) (*Further Securitisations and corporate existence*), incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of any indebtedness or of any obligation of any person;

(vi) *Merger*

consolidate or merge with any other person or convey or transfer any of its properties or assets substantially as an entirety to any other person;

(vii) *Waiver or consent*

(A) permit any of the Transaction Documents to which it is a party to become invalid or ineffective;

(B) consent to any variation or novation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Transaction Documents to which it is a party; or

(C) permit any party to any of the Transaction Documents to which it is a party to be released from its respective obligations, save as envisaged by the Transaction Documents to which it is a party;

(viii) *Mortgage Loans*

agree to any request by any of the Servicers to change the rate of interest on any Mortgage Loan or to waive any of its rights under any Mortgage Loan;

(ix) *Bank accounts*

with the exception of the Equity Capital Account and such other accounts that the Issuer may open in the future in the context of securitisation transactions other than this Securitisation and without prejudice to Condition 5(b) (*Further Securitisations and corporate existence*), have an interest in any bank account other than the Accounts;

(x) *Statutory documents*

amend, supplement or otherwise modify its by-laws (*statuto*), except where such amendment, supplement or modification is required by any compulsory provision of Italian law or by the competent regulatory authorities;

(xi) *Corporate records, financial statements and books of account*

permit or consent to any of the following occurring:

- (i) its books and records being maintained with or commingled with those of any other person or entity;
- (ii) its books and records (if any) relating to the Securitisation being maintained with or commingled with those relating to any other securitisation transaction perfected by the Issuer;
- (iii) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity; or
- (iv) its assets or revenues being commingled with those of any other person or entity;

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

- (A) separate financial statements in relation to its financial affairs are maintained;
- (B) all corporate formalities with respect to its affairs are observed;
- (C) separate stationery, invoices and cheques are used;
- (D) it always holds itself out as a separate entity; and
- (E) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(xii) *Residency and centre of main interest*

do any act or thing, the effect of which would be to make the Issuer resident for tax purposes in any jurisdiction other than the Republic of Italy or cease to be managed and administered in the Republic of Italy or cease to have its centre of main interests in the Republic of Italy;

(xiii) *Compliance with corporate formalities*

cease to comply with all necessary corporate formalities; and

(xiv) *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 each 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 A Notes (the “**Class A Rate of Interest**”), the Class B Notes (the “**Class B Rate of Interest**”) and the Junior Notes (the “**Junior Rate of Interest**”) for each Interest Period shall be determined by the Agent Bank on the day that is two Target Settlement Days preceding such Interest Period (each, an “**Interest Determination Date**”) on the basis of the following provisions:

- (i) the Class A Rate of Interest for such Interest Period shall be the sum of:
 - (A) 0.90 per cent. per annum; and
 - (B) the EURIBOR,
provided that the Class A Rate of Interest shall be capped to, and shall not in any event be, higher than
 - (x) 2.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021; and
 - (y) 3.50 per cent. per annum on any Interest Payment Date thereafterand lower than zero;
- (ii) the Class B Rate of Interest for such Interest Period shall be the sum of:
 - (A) 2.00 per cent. per annum; and
 - (B) the EURIBOR,

provided that

(A) the Class B Rate of Interest shall be capped to, and shall not in any event be, higher than:

(x) 3.50 per cent. per annum, until (and including) the Interest Payment Date which falls in June 2021; and

(y) 4.50 per cent. per annum, on any Interest Payment Date thereafter; and
lower than zero; and

(iii) the Junior Rate of Interest for such Interest Period shall be the sum of:

(A) 3.00 per cent. per annum; and

(B) the EURIBOR.

(d) *Interest on the Junior Notes*

In addition to the Junior Rate of Interest, the Junior Noteholders shall be entitled, for each Interest Period, to the payment of an amount equal to the Junior Notes Additional Remuneration calculated on each Calculation Date and which will be payable on the next Interest Payment Date.

(e) *Calculation of Interest Amounts*

The Agent Bank will, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date in relation to each Interest Period, but in no event later than the third Business Day thereafter, determine

(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:

(i) in the case of the Class A Notes, applying the Class A Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class A Notes during such Interest Period, multiplying the product of such calculation by the actual number of days in the Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards);

(ii) in the case of the Class B Notes, applying the Class B Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class B 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

(iii) in the case of the Junior Notes, applying the Junior Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Junior Notes during such Interest Period, multiplying the product of such calculation by the actual number of days in the Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(f) *Calculation of Junior Notes Additional Remuneration*

The Computation Agent will, on the Calculation Date immediately preceding the Interest Payment Date, in relation to each Interest Period, calculate and communicate to the Italian Paying Agent and the Junior Noteholders any Junior Notes Additional Remuneration that may be payable in respect of the Junior Notes on such Interest Payment Date.

(g) *Publication of Rate of Interest and Interest Amount*

The Agent Bank will cause each Rate of Interest and each Interest Amount for each Interest Period and the relative Interest Payment Date, to be notified to the Issuer, the Italian Paying Agent, the

Computation Agent, the Representative of the Noteholders, Monte Titoli and any stock exchange or other relevant authority on which any Class of Notes is at the relevant time listed and (if so required by the rules of the relevant stock exchange) to be published in accordance with Condition 17 (*Notices*) as soon as practicable after their determination, but in any event not later than the second Business Day thereafter.

(h) *Amendments to publications*

The Agent Bank will be entitled to recalculate any Rate of Interest or Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(i) *Determination or calculation by the Representative of the Noteholders*

If the Agent Bank does not at any time for any reason determine the Rate of Interest or the Interest Amount for any Class of Notes in accordance with this Condition 6, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result):

- (i) determine the Rate of Interest for each Class of Notes at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedures described in this Condition 6), it shall deem fair and reasonable in all the circumstances; and/or (as the case may be);
- (ii) calculate the relevant Interest Amount in the manner specified in this Condition 6, and any determination and/or calculation shall be deemed to have been made by the Agent Bank.

(j) *Interest Amount Arrears*

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, Class B Note or Junior Note, as the case may be, on the next succeeding Interest Payment Date.

(k) *Notification of Interest Amount Arrears*

If, on any Calculation Date, the Computation Agent determines that any Interest Amount Arrears in respect of one or more Classes of Notes will arise on the immediately succeeding Interest Payment Date, notice to this effect shall be given or procured to be given by the Issuer to the Representative of the Noteholders, the Italian Paying Agent, Monte Titoli, each stock exchange on which the relevant Class of Notes is then listed, for so long as such Notes are listed on the relevant stock exchange, and (if so required by the rules of the relevant stock exchange) to the Noteholders in accordance with Condition 17 (*Notices*), specifying the amount of the Interest Amount Arrears to be deferred on such following Interest Payment Date in respect of each Class of Notes.

7. Redemption, purchase and cancellation

(a) *Final redemption*

Unless previously redeemed in full and cancelled as provided in this Condition 7, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in December 2072 (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 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 relevant Originator pursuant to which the relevant Originator has notified its intention to exercise its repurchase option pursuant to article 13 of the relevant 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 and the Class B Notes (if and to the extent that the Junior Noteholders have waived their rights to receive any payments due under the Junior Notes) and any obligations ranking in priority, or *pari passu*, thereto,

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

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

For so long as any of the Class A Notes are listed on the Official List of the Luxembourg Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(c) (*Optional Redemption of the Notes*) to the Luxembourg Stock Exchange.

(d) *Optional redemption for taxation, legal or regulatory reasons*

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the 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 each of the Subordinated Loan Providers under the Subordinated Loan Agreement;
- (viii) the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date;
- (ix) the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date;

- (x) the amount invested in Eligible Investments out of the Cash Reserve Account on the immediately preceding Investment Date;
- (xi) the amount 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); and
- (xiv) the payments to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Documents (subject to receipt of all relevant information from the relevant parties),

and will determine how the Issuer's funds available for distribution pursuant to these Conditions shall be applied, on the immediately following Interest Payment Date, pursuant to the Pre-Enforcement Priority of Payments, and will deliver to the Italian Paying Agent and the Transaction Bank a report setting forth such determinations and amounts.

(g) *Calculations final and binding*

Each determination by or on behalf of the Issuer under Condition 7(f) (*Calculation of Issuer Available Funds, Principal Payments, Interest Amounts and Principal Amount Outstanding*) will in each case (in the absence of wilful misconduct, bad faith or manifest error) be final and binding on all persons.

(h) *Notice of determination and redemption*

The Issuer will cause each determination of any Interest Amounts, Principal Payments (if any) and Principal Amount Outstanding to each Class of Notes to be notified immediately after the calculation to the Representative of the Noteholders, the Agents, Monte Titoli and (for so long as any 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 Monte Titoli, Euroclear and Clearstream, Luxembourg*

Payments of principal and interest in respect of the Notes deposited with Monte Titoli will be credited, according to the instructions of Monte Titoli, by or on behalf of the Issuer to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Notes. Payments made by or on behalf of the Issuer according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

Alternatively, the Italian Paying Agent may arrange for payments of principal and interest in respect of the Notes to be made to the Noteholders through Euroclear and Clearstream, Luxembourg to be credited to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg. Payments made by or on behalf of the Issuer to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg, will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

(b) *Payments subject to tax laws*

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other applicable laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation in the Republic of Italy*).

(c) *Payments on Business Days*

If the due date for any payment of principal and/or interest in respect of any Note is not a day on which banks are open for general business (including dealings in foreign currencies) in the place in which the relevant Monte Titoli Account Holder is located (in each case, the “**Local Business Day**”), the holder of the relevant Note will not be entitled to payment of the relevant amount until the immediately succeeding Local Business Day and will not be entitled to any further interest or other payment in consequence of any such delay.

(d) *Notification to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*), whether by the Italian Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders, shall (in the absence of manifest error) be binding on the Issuer, the Agents, all Noteholders and all Other Issuer Creditors and (in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*)) no liability of the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Italian Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*).

9. **Taxation in the Republic of Italy**

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, 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 Italian Paying Agent nor any other person shall be obliged to make any additional payments to the

Noteholders in respect of such withholding or deduction. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default*).

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*

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 of the Most Senior Class 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 Noteholders of the Most Senior Class and requiring the same to be remedied; or

(v) *Insolvency Event*

an Insolvency Event occurs in relation to the Issuer or the Issuer becomes Insolvent; or

(vi) *Unlawfulness*

it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes 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 60 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or
- (ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give written notice (an “**Issuer Acceleration Notice**”) to the Issuer and to the Servicer declaring the Notes to be due and payable, *provided that*:

- (A) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other material obligations*) and Condition 10(a)(iv) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and
- (B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses and liabilities (*provided that* supporting documents are delivered where available) to which it may thereby become liable or which it may incur by so doing.

(c) *Consequences of service of an Issuer Acceleration Notice*

Upon the service of an Issuer Acceleration Notice as described in this Condition 10, (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further action, notice or formality; and (ii) the Representative of the Noteholders may dispose of the Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement. The Noteholders hereby irrevocably appoint, as from the date hereof and with effect on and from the date on which the Notes shall become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes shall become due and payable, such monies to be applied in accordance with the Post-Enforcement Priority of Payments.

11. **Enforcement**

(a) *Proceedings*

Without prejudice to the Intercreditor Agreement, the Representative of the Noteholders may, at its discretion and without further notice, institute such proceedings as it thinks fit at any time after the service of an Issuer Acceleration Notice to enforce repayment of Notes and payment of accrued interest thereon or at any time to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been:

- (i) so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or
- (ii) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes;

and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (*provided that* supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

(b) *Restrictions on disposal of Issuer's assets*

If an Issuer Acceleration Notice has been served by the Representative of the Noteholders, other than by reason of non-payment of any amount due in respect of the Notes, the Representative of the Noteholders will not be entitled to dispose of the assets of the Issuer or any part thereof unless either:

- (i) a sufficient amount would be realised to allow payment in full of all amounts owing to the holders of the 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 10(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 Piazza Lina Bo Bardi, 3, 20134 Milan, Italy, and is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of Noteholders and the other Transaction Documents.

(b) *Powers of the Representative of the Noteholders*

The duties and powers of the Representative of the Noteholders are set forth in the Rules of the Organisation of Noteholders.

(c) *Meetings of Noteholders*

The Rules of the Organisation of Noteholders contain provisions for convening Meetings of Noteholders as well as the subject matter of the Meetings and the relevant quorums.

(d) *Individual action*

The Rules of the Organisation of Noteholders contain provisions limiting the powers of the Noteholders, *inter alia*, to bring individual actions or take other individual remedies to enforce their rights under the Notes. In particular, such actions will be subject to the Meeting of the Noteholders approving by way of Extraordinary Resolution such individual action or other remedy. No individual action or remedy can be taken or sought by a Noteholder to enforce his or her rights under the Notes before the Meeting of the Noteholders has approved such action or remedy in accordance with the provisions of the Rules of the Organisation of Noteholders.

(e) *Resolutions binding*

The resolutions passed at any Meeting of the Noteholders under the Rules of the Organisation of Noteholders will be binding on all Noteholders whether or not they are absent or dissenting and whether or not voting at the Meeting.

(f) *Written Resolution*

- (i) A Written Resolution will take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.
- (ii) For the purposes of these Conditions, the Representative of the Noteholders will be deemed to have received instructions from the Noteholders of the relevant Class if such instructions are either set out in a Written Resolution of the Noteholders of the relevant Class or have been duly approved by way of a resolution passed in a duly convened and quorate Meeting of the Noteholders of the relevant Class.

13. **Modification and waiver**

(a) *Modification*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors and subject to the Issuer giving prior written notice thereof to the Rating Agencies, concur with the Issuer and any other relevant parties in making:

- (i) any amendment or modification to these Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be proper to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; or
- (ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, or is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification; 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 Noteholders) or of a request in writing made by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(d) *Notification*

Unless the Representative of the Noteholders agrees otherwise, any such authorisation, waiver, modification or determination shall be notified to the Noteholders, in accordance with Condition 17 (*Notices*), as soon as practicable after it has been made.

14. **Representative of the Noteholders and Agents**

(a) *Organisation of Noteholders*

The Organisation of Noteholders is created by the issue and subscription of the Notes and will remain in force and effect until full repayment and cancellation of the Notes.

(b) *Appointment of Representative of the Noteholders*

Pursuant to the Rules of the Organisation of Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of Noteholders and the Intercreditor Agreement. However, the initial Representative of the Noteholders has been appointed at the time of issue of the Notes by the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers pursuant to the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.

(c) *Agents solely of the Issuer*

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Italian Paying Agent, the Computation Agent and the Agent Bank act solely as agents of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(d) *Representative of the Noteholders*

The Representative of the Noteholders shall not be deemed to be a person responsible for the collection, cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) for the purposes of article 2 paragraph 6 of the Securitisation Law and the relevant implementing regulations from time to time in force including, without limitation, the relevant guidelines of the Bank of Italy.

(e) *Italian Paying Agent, Agent Bank, Computation Agent and Transaction Bank sole agent of Issuer*

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Italian Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank act as agents solely of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(f) *Initial Agents*

The initial Italian Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank and their Specified Offices are listed in Condition 17 (*Notices*) below. The Issuer reserves the right (with the prior written approval of the Representative of the Noteholders) at any time to vary or terminate the appointment of the Italian Paying Agent, the Computation Agent, the Transaction Bank and the Agent Bank and to appoint a successor Italian paying agent, computation agent, transaction bank or agent bank and additional or successor paying agents at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

(g) *Maintenance of Agents*

The Issuer undertakes that it will ensure that it maintains:

- (i) at least one paying agent having its specified office in a European city, a computation agent, a transaction bank (acting through an office or branch located in the Republic of Italy) and an agent bank; and
- (ii) a paying agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination of, or appointment change in, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank and of any changes in the Specified Offices shall promptly be given to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*).

15. **Statute of limitation**

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 years (in the case of principal) or 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 (*Enforcement*) 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 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 (*procedura esecutiva*), or similar proceedings until two years plus one day has elapsed since the day on which the Notes and any other note issued or to be issued by the Issuer have been paid in full.

17. Notices

(a) *Valid notices*

All notices to the Noteholders, as long as the Notes are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream, Luxembourg, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream, Luxembourg for communication by them to the entitled accountholders and any such notice shall be deemed to have been given on the date on which it was delivered to Monte Titoli, Clearstream, Luxembourg and Euroclear, as applicable. In addition, so long as the 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 Italian Paying Agent, that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed.

So long as any 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 Italian Paying Agent, the Agent Bank and the Transaction Bank are at its offices at piazza Lina Bo Bardi, 3, 20134 Milan, Italy.

The Specified Offices of the Computation Agent and the Representative of the Noteholders are at its offices at via Eleonora Duse, 53, 00197 Rome, Italy.

18. Governing law and jurisdiction

(a) *Governing law*

The Notes, these Conditions, the Rules of the Organisation of Noteholders and the Transaction Documents and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, Italian law.

(b) *Jurisdiction*

The Courts of Milan are to have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, the Notes, these Conditions, the Rules of the Organisation of Noteholders and (with the exception of certain disputes under the Warranty and Indemnity Agreement which are resolved through arbitration) the Transaction Documents and, accordingly, any legal action or

proceedings arising out of, or in connection with, any Notes, these Conditions, the Rules of the Organisation of Noteholders or any Transaction Document may be brought in such courts. The Issuer has, in each of the Transaction Documents (other than the Warranty and Indemnity Agreement with regard to certain disputes), irrevocably submitted to the jurisdiction of such courts.

SCHEDULE - RULES OF THE ORGANISATION OF NOTEHOLDERS

TITLE I GENERAL PROVISIONS Article 1

General

The Organisation of Noteholders is created by the issue and by the subscription of the Notes, and shall remain in force and in effect until full repayment and cancellation of the Notes.

The contents of these rules are deemed to form part of each Note issued by the Issuer.

Article 2

Definitions

In these rules, the following terms shall have the following meanings:

“24 Hours” means a period of 24 hours, including all or part of a day upon which banks are open for business in the place where the Meeting of the Relevant Class Noteholders is to be held and in the place where the Italian Paying Agent has its Specified Office (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one or, to the extent necessary, more periods of 24 Hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid;

“48 Hours” means two consecutive periods of 24 Hours;

“Basic Terms Modification” means:

- (a) a modification of the date of maturity of one or more relevant Classes of Notes;
- (b) a modification which would have the effect of cancelling or postponing any date for payment of interest in respect of one or more Classes of Notes;
- (c) a modification which would have the effect of reducing or cancelling the amount of principal payable in respect of one or more relevant Classes of Notes or the rate of interest applicable in respect of one or more relevant Classes of Notes;
- (d) a modification which would have the effect of altering the method of calculating the amount of interest or such other amounts payable to one or more relevant Classes of Notes;
- (e) a modification which would have the effect of altering the majority required to pass a specific resolution or the quorum required at any Meeting;
- (f) a modification which would have the effect of altering the currency of payment of one or more relevant Classes of Notes or any alteration of the date or priority of payment or redemption of one or more relevant Classes of Notes;
- (g) a modification which would have the effect of altering the authorisation or consent by the Noteholders, as pledgees, to applications of funds as provided for in the Transaction Documents;
- (h) the appointment and removal of the Representative of the Noteholders; and
- (i) an amendment to this definition;

“Blocked Notes” means the Notes which have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian for the purposes of obtaining a Voting Certificate or a Block Voting Instruction and will not be released until the conclusion of the Meeting;

“Block Voting Instruction” means, in relation to any Meeting, a document issued by the Italian Paying Agent:

- (a) certifying that the Blocked Notes have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian and will not be released until the conclusion of the Meeting;
- (b) certifying that the holder of each Blocked Note or a duly authorised person on its behalf has instructed the Italian Paying Agent that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 Hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
- (c) listing the total number of the Blocked Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (d) appointing one or more Proxies to vote in respect of the Blocked Notes in accordance with such instructions;

“Chairman” means, in relation to any Meeting, the individual who takes the chair in accordance with Article 9 (*Chairman of the Meeting*);

“Class of Notes” means (i) the Class A Notes; (ii) the Class B 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 each Originator, any Other Issuer Creditors (including any applicable guarantors or successors) or third parties for the benefit of the Noteholders in connection with the securitisation of the Claims;

“Meeting” means a meeting of the Relevant Class Noteholders (whether originally convened or resumed following an adjournment);

“Monte Titoli Account Holder” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes depository banks appointed by Clearstream, Luxembourg and Euroclear;

“Proxy” means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction;

“Relevant Class Noteholders” means (i) the Class A Noteholders; and/or (ii) the Class B Noteholders; and/or (ii) the Junior Noteholders; or a combination of the Class A Noteholders and/or the Class B 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 Monte Titoli Account Holder or the relevant custodian, as the case may be, and dated, stating:

- (a) that the Blocked Notes have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian and will not be released until the earlier of (i) the conclusion of the Meeting and (ii) the surrender of the certificate to the clearing system or the Monte Titoli Account Holder or the relevant custodian who issued the same;
- (b) details of the Meeting concerned and the number of the Blocked Notes; and
- (c) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Blocked Notes;

“**Written Resolution**” means a resolution in writing signed by or on behalf of all holders of Notes who for the time being are entitled to receive notice of a Meeting of such holders of Notes in accordance with the Rules of the Organisation of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Notes.

Capitalised terms not defined herein shall have the meanings attributed to them in the Conditions.

Article 3

Organisation purpose

Each holder of the Notes is a member of the Organisation of Noteholders.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and the taking of any action for the protection of their interests.

In these rules, any reference to Noteholders shall be considered as a reference to the Class A Noteholders and/or the Class B 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 Class B Noteholders and the Junior Noteholders;
- (b) any resolution passed at a Meeting of the Class B Noteholders, duly convened and held as aforesaid, shall also be binding upon all the Junior Noteholders;
- (c) 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:

- (d) 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 and the Class B Noteholders (to the extent that the Class A Notes and the Class B 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 and the Class B Noteholders (to the extent that the Class A Notes and the Class B Notes are then outstanding).

Notice of the result of every vote on a resolution duly passed by the Noteholders shall be published by and at the expense of the Issuer, in accordance with the Condition 17 (*Notices*) and given to the Italian Paying Agent (with a copy to the Issuer and the Representative of the Noteholders) within 14 days of the conclusion of the Meeting but failure to do so shall not invalidate the resolution.

Subject to the provisions of these rules and the Conditions, joint Meetings of the Class A Noteholders and the Class B Noteholders and the Junior Noteholders may be held to consider the same resolution and/or, as the case may be, the same Extraordinary Resolution and the provisions of these rules shall apply *mutatis mutandis* thereto.

The following provisions shall apply while Notes of two or more Classes of Notes are outstanding:

- (a) business which involves the passing of an Extraordinary Resolution involving a Basic Terms Modification shall be transacted at a separate Meeting of the holders of each relevant Class of Notes;
- (b) business which, in the opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the holders of Notes of such Class of Notes;
- (c) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted either at separate Meetings of the holders of each such Class of Notes or at a joint Meeting of the holders of each of such Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion;
- (d) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes and gives rise to an actual or potential conflict of interest between the holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted at separate Meetings of the holders of each Class of Notes; and

- (e) in the case of separate Meetings of the holders of each Class of Notes, these rules shall be applied as if references to the Notes and the Noteholders were to the Notes of the relevant Class of Notes and to the holders of such Notes and, in the case of joint Meetings, as if references to the Notes and the Noteholders were to the Notes of each of the Classes of Notes and to the respective holders of the Notes.

In this paragraph “**business**” includes (without limitation) the passing or rejection of any resolution.

Article 5

Issue of Voting Certificates and Block Voting Instructions

Noteholders may obtain a Voting Certificate from the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, as the case may be, or require the Italian Paying Agent to issue a Block Voting Instruction by arranging for their Notes to be blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian at least 48 Hours before the time fixed for the Meeting of the Relevant Class Noteholders, providing to the Italian Paying Agent, where appropriate, evidence that the Notes are so blocked. The Noteholders may obtain such evidence by, *inter alia*, requesting the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian to release a certificate in accordance with, as the case may be: (i) the practices and procedures of the Relevant Clearing System; or (ii) articles 21 and 22 of the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as subsequently supplemented and amended. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

Article 6

Validity of Block Voting Instructions

A Block Voting Instruction shall be valid only if it is deposited at the Specified Office of the Representative of the Noteholders, or at some other place approved by the Representative of the Noteholders, at least 24 Hours before the time fixed for the Meeting of the Relevant Class Noteholders and, if not deposited before such deadline, the Block Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

Article 7

Convening of Meeting

The Issuer or the Representative of the Noteholders may convene a Meeting at any time, and the Representative of the Noteholders shall be obliged to do so upon the request in writing by, and at the cost of, the Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the relevant Class of Notes.

Whenever any one of the Issuer or the Representative of the Noteholders is about to convene any such Meeting, it shall immediately give notice in writing to, respectively, the Representative of the Noteholders and the Issuer (as the case may be) of the date thereof and of the nature of the business to be transacted thereat.

Every such Meeting shall be held at such time and place as the Representative of the Noteholders may designate or approve, *provided that* it is in a EU Member State.

Unless the Representative of the Noteholders decides otherwise pursuant to Article 4 (*General*), each Meeting shall be attended by Noteholders of the relevant Class of Notes.

Article 8

Notice

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date (falling no later than 30 days after the date of delivery of such notice), time and place of the Meeting shall be given to the Noteholders and the Italian Paying Agent (with a copy to the Issuer and to the Representative of the Noteholders). Any notice to Noteholders shall be given in accordance with Condition 17 (*Notices*).

The notice shall specify the nature of the resolutions to be proposed and shall explain how Noteholders may appoint Proxies, obtaining Voting Certificates and use Block Voting Instructions and the details of the relevant time limits applicable.

Article 9

Chairman of the Meeting

Any individual (who may, but need not to, be a Voter) nominated in writing by the Representative of the Noteholders may take the chair at any Meeting but if: (i) no such nomination is made; or (ii) the individual nominated is not present within 15 minutes after the time fixed for the Meeting; then, the Voters shall choose one of themselves to take the chair, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as the Chairman of the original Meeting.

The Chairman co-ordinates matters to be transacted at the Meeting and monitors the fairness of the Meeting's proceedings.

Article 10

Quorum

The quorum at any Meeting shall be at least one Voter representing or holding not less than the Relevant Fraction relative to (i) that Class of Notes (in the case of a Meeting of one Class of Notes) or (ii) all relevant Classes of Notes (in the case of a joint Meeting). No business (except choosing a Chairman, if requested) shall be transacted at a Meeting unless quorum is present at the commencement of business.

Article 11

Adjournment for want of quorum

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved;
- (b) in the case of any other Meeting, it shall be adjourned (i) until such date (which shall be not less than 14 days and not more than 42 days later) and to such place as the Chairman determines or (ii) on the date and at the place indicated in the notice convening the Meeting (if such notice sets out the date and place of any adjourned Meeting); *provided, however, that* in any case:
 - (i) the Meeting shall be dissolved if the Issuer and the Representative of the Noteholders so decides; and
 - (ii) no Meeting may be adjourned by resolution of a Meeting that represents less than the Relevant Fraction applicable in the case of Meetings which have been resumed after adjournment for want of quorum.

Article 12

Adjourned Meeting

Without prejudice to Article 11 (*Adjournment for want of quorum*), the Chairman may, with the prior consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

Article 13

Notice following adjournment

Article 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum save that:

- (a) at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes; and
- (c) it shall not be necessary to give notice of the convening of an adjourned Meeting (i) if the notice given in respect of the first Meeting already sets the time and place for an adjourned Meeting and specifies the quorum requirements which will apply when the Meeting resumes; or (ii) if the Meeting has been adjourned for any other reason.

Article 14

Participation

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) the Issuer or its representative and the Italian Paying Agent;
- (c) the financial advisers to the Issuer;
- (d) the Representative of the Noteholders;
- (e) the legal counsel to each of the Issuer, the Representative of the Noteholders and the Italian Paying Agent; and
- (f) such other person as may be resolved by the Meeting and as may be approved by the Representative of the Noteholders.

Article 15

Passing of resolution

A resolution is validly passed when (i) in respect of an Extraordinary Resolution only, three-quarters of votes cast by the Voters attending the relevant Meeting have been cast in favour of it or (ii) in respect of any resolution other than an Extraordinary Resolution, the majority of votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

Article 16

Show of hands

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result of the show of hands is declared, the Chairman's

declaration that, on a show of hands, a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority, shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

Article 17

Poll

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters holding or representing at least 2 per cent of (i) the Principal Amount Outstanding of that relevant Class of Notes (in the case of a Meeting of a particular Class of Notes), or (ii) the Principal Amount Outstanding of the aggregate relevant Classes of Notes (in the case of a joint Meeting). The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the Meeting for any other business.

Article 18

Votes

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote in respect of each €1,000 in principal amount of Note(s) represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy.

In the case of equality of votes, the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the votes (if any) to which he may be entitled as a Voter.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same manner.

Article 19

Vote by Proxies

Any vote cast by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, *provided that* the Representative of the Noteholders or the Issuer has not been notified by the Italian Paying Agent in writing of such amendment or revocation by the time being 24 Hours before the time fixed for the Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any Meeting resumed following an adjournment.

Article 20

Exclusive powers of the Meeting

The Meeting shall have exclusive powers on the following matters:

- (a) to approve any Basic Terms Modification;
- (b) to approve any proposal by the Issuer for any alteration, abrogation, variation or compromise of the rights of the Representative of the Noteholders or the Noteholders under any Transaction Document, the Notes or the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;
- (c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

- (d) to direct the Representative of the Noteholders to serve an Issuer Acceleration Notice under Condition 10(c) (*Service of an Issuer Acceleration Notice*);
- (e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any Transaction Document or any act or omission which might otherwise constitute an Event of Default;
- (f) to direct the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any resolution of the Noteholders;
- (g) to exercise, enforce or dispose of any right and power on payment and application of funds deriving from any claims on which a pledge or other security interest is created in favour of the Noteholders, other than in accordance with the Transaction Documents; and
- (h) to appoint and remove the Representative of the Noteholders.

Article 21

Powers exercisable by Extraordinary Resolution

Without limitation to the exclusive powers of the Meeting listed in Article 20 (*Exclusive powers of the Meeting*), each Meeting shall have the following powers exercisable only by way of an Extraordinary Resolution:

- (a) approval of any Basic Terms Modification;
- (b) approval of any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Representative of the Noteholders or the Noteholders against the Issuer or against any of its property or against any other person whether such rights shall arise under these rules, the Notes, the Conditions or otherwise;
- (c) approval of any scheme or proposal for the exchange or substitution of any of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other body corporate formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;
- (d) appointment and removal of the Representative of the Noteholders;
- (e) approval of the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;
- (f) without prejudice to the Conditions, approval of any alteration of the provisions contained in these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document which shall be proposed by the Issuer and/or the Representative of the Noteholders or any other party thereto;
- (g) discharge or exoneration of the Representative of the Noteholders from any liability in respect of any act or omission for which the Representative of the Noteholders may have become responsible under or in relation to these rules, the Notes, the Conditions or any other Transaction Document;
- (h) giving any direction or granting any authority or sanction which, under the provisions of these rules, the Conditions or the Notes, is required to be given or granted by Extraordinary Resolution;
- (i) authorisation and sanctioning of actions of the Representative of the Noteholders under these rules, the Notes, the Conditions, the terms of the Intercreditor Agreement or any other Transaction Documents and in particular power to sanction the release of the Issuer by the Representative of the Noteholders; and

- (j) authorisation and direction to the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

provided, however, that:

- (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, the Class B Noteholders and the Junior Noteholders (to the extent that the Rated 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 and the Class B Noteholders (to the extent that the Rated 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 Banking Act; or
- (c) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders.

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the holders of each Class of Notes at any time.

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in paragraphs (a), (b) or (c) above, and, *provided that* a Meeting of the holders of each Class of Notes has not appointed such a substitute within 60 days of such termination, such Representative of the Noteholders may appoint such a substitute. The powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the Priority of Payments up to (and including) the date when the Notes have been repaid in full and cancelled in accordance with the Conditions.

Article 27

Duties and powers

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders subject to and in accordance with the Conditions, these rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the “**Relevant Provisions**”).

Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders as a class *vis-à-vis* the Issuer. The Representative of the Noteholders has the right to attend Meetings. The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders.

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient, whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the proceedings of any such delegate or sub-delegate and shall not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of such delegate’s misconduct or default, unless the Representative of the Noteholders has been negligent in the selection of the delegate or sub-delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer of the appointment of any delegate and of any renewal, extension or termination of such appointment, and shall make it a condition of any such delegation that any delegate shall also, as soon as reasonably practicable, give notice to the Issuer of any sub-delegate.

The Representative of the Noteholders shall be authorised to represent the Organisation of Noteholders in judicial proceedings, including proceedings involving the Issuer in creditors’ agreement (*concordato preventivo*), forced liquidation (*fallimento*) or compulsory administrative liquidation (*liquidazione coatta amministrativa*).

The Representative of the Noteholders shall have regard to the interests of all the Issuer Secured Creditors as regards the exercise and performance of all powers, authorities, duties and discretions of the Representative of the Noteholders under these rules, the Intercreditor Agreement or under the Mandate Agreement (except where expressly provided otherwise), but, notwithstanding the foregoing, the Representative of the Noteholders shall have regard to the interests only: (i) of the Most Senior Class outstanding, and (ii) subject to item (i), of whichever Issuer Secured Creditor ranks higher in the Priority of Payments hereof for the payment of the amounts therein specified if, in its opinion, there is or may be a conflict between all or any of the interests of one or more Classes of Noteholders or between one or more Classes of Noteholders and any other Issuer Secured Creditors. The foregoing provision shall not affect the payment order set forth in the applicable Priority of Payments.

Each Noteholder, by acquiring title to a Note is deemed to agree and acknowledge that:

- (i) by virtue of the transfer to it of the relevant Note, each Noteholder shall be deemed to have granted to the Representative of the Noteholders, as its agent, the right to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such Noteholder, all of that Noteholder’s rights under the Securitisation Law in respect of the Portfolio and all amounts and/or other assets of the Issuer arising from the Portfolio and the Transaction Documents;
- (ii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the Noteholders of each Class, shall be the only person entitled under the Conditions and under the Transaction Documents to institute proceedings against the Issuer or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the

rights of the holders of each relevant Class of Notes with respect to the Transaction Documents and recovering any amounts owing under the Notes or under the Transaction Documents;

- (iii) no Noteholder shall be entitled to proceed directly against the Issuer nor take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by the Issuer or take, or join in taking, steps for the purpose of obtaining payment of any amount expressed to be payable by the Issuer or the performance of any of the Issuer's obligations under these Conditions and/or the Transaction Documents or petition for or procure the commencement of insolvency proceedings or the winding-up, insolvency, extraordinary administration or compulsory administrative liquidation of the Issuer or the appointment of any kind of insolvency official, administrator, liquidator, trustee, custodian, receiver or other similar official in respect of the Issuer for any, all, or substantially all the assets of the Issuer or in connection with any reorganisation or arrangement or composition in respect of the Issuer, pursuant to the Banking Act or otherwise, unless (in each case under paragraphs (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 Servicers 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 Servicers, the Italian Paying Agent or any other person in respect of the Claims;
- (e) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, or the distribution of any of such proceeds, to the persons entitled thereto;
- (f) shall have no responsibility for the maintenance of any rating of the Notes by the Rating Agencies or any other credit or rating agency or any other person;
- (g) shall not be responsible for, or for investigating, any matter which is the subject of, any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders, contained herein or in any Transaction Document;
- (h) shall not be bound or concerned to examine, or enquire into, or be liable, for any defect or failure in the right or title of the Issuer to the Claims or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry, or whether capable of remedy or not;
- (i) shall not be liable for any failure, omission or defect in registering or filing, or procuring registration or filing of, or otherwise protecting or perfecting, these rules, the Notes or any Transaction Document;
- (j) shall not be under any obligation to insure the 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 Servicers in respect of the recovery of the Issuer's Rights;
- (e) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all Collections (by way of a power of attorney granted hereunder in respect of the relevant Accounts) and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its discretion but in any case in accordance with Condition 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 €988,008,000;
- (ii) the amount to be drawn down by the Issuer under the Subordinated Loan Agreement on the Issue Date in an amount equal to €17,850,000; and
- (iii) the amount of Collections collected by the Servicers on behalf of the Issuer from the Valuation Date to the Issue Date, being approximately € 1,924,375.01 plus interest,

will be applied by the Issuer:

- (a) to pay C.R.Asti the Purchase Price of the C.R.Asti Claims pursuant to the terms of the C.R.Asti Transfer Agreement;
- (b) to pay Biver the Purchase Price of the Biver Claims pursuant to the terms of the Biver Transfer Agreement;
- (b) to credit €50,000 to the Expenses Account;
- (c) to credit €17,800,000 to the Cash Reserve Account; and
- (d) to credit the remainder (if any) to the Collection Account.

THE ISSUER

- **Introduction**

Asti Group RMBS II 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 22 May 2019.

In accordance with the Issuer’s by-laws, the corporate duration of the Issuer is limited to 2100 and may be extended by the quotaholder’s resolution. The Issuer is registered with the companies’ register of Rome under number 15289771006, with the register of the special purpose vehicles pursuant to the regulation of the Bank of Italy dated 7 June 2017 under number 35584.2, its tax identification number (*codice fiscale*) and VAT number is 15289771006. The registered office of the Issuer is Via Eleonora Duse, 53, 00197 Rome, Italy. The telephone number of the registered office of the Issuer is +39 06 8091531.

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 Bertolucci, a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Barbara Strozziilaan 101, 1083HN Amsterdam, Netherlands.

Pursuant to the quotaholder’s commitment dated on the Signing Date between the Issuer, the Representative of the Noteholders and Stichting Bertolucci (the “**Quotaholder’s Commitment**”), Stichting Bertolucci has agreed to certain provisions in relation to the management of the Issuer. The Quotaholder’s Commitment also provides that Stichting Bertolucci will not approve the payment of any dividends or any repayment or return of capital by the Issuer prior to the date on which all amounts of principal and interest on the Notes have been paid in full. The Quotaholder’s Commitment is governed by Italian law.

Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer, Stichting Bertolucci 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 Bertolucci.

- **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 31 May 2019.

- **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 22 May 2019.

- **Principal activities**

The principal corporate objectives of the Issuer, as set out in article 4 of its by-laws (*statuto*), include the acquisition of monetary receivables for the purposes of securitisation transactions and the issuance of asset-backed securities.

So long as any of the Notes remains outstanding, the Issuer shall not, without the consent of the Representative of the Noteholders and as provided in the Conditions and the Transaction Documents, incur any other indebtedness for borrowed monies, engage in any activities except pursuant to the Transaction Documents, pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person, or increase its equity capital.

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

- **Sole director of the Issuer**

The sole director of the Issuer is:

Name	Address	Principal activities
Franco Marini	via Eleonora Duse, 53, 00197 Rome, Italy	sole director

No activity is performed outside the Issuer by its sole director which is significant with respect to the Issuer.

Capitalisation and indebtedness statement

The capitalisation and indebtedness of the Issuer as at the date of this Prospectus, adjusted for the issue of the Notes on the Issue Date and the execution of the Subordinated Loan Agreement, are as follows:

	€
<i>Issued equity capital</i>	10,000
€10,000 fully paid up	10,000
<i>Borrowings</i>	
€825,000,000 Class A Residential Mortgage Backed Floating Rate Notes due 2072	825,000,000
€64,300,000 Class B Residential Mortgage Backed Floating Rate Notes due 2072	64,300,000
€98,708,000 Class J Residential Mortgage Backed Floating Rate and Additional Remuneration Notes due 2072	98,708,000
€17,850,000 Subordinated Loan	17,850,000
Total Notes and Subordinated Loan	1,005,858,000

Save for the foregoing, at the Issue Date, the Issuer will not have borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees, or other contingent liabilities.

- **Financial statements and independent auditors' report**

Copy of the financial statements of the Issuer for each financial year since the Issuer's incorporation will, when published, be available in physical form for inspection free of charge during usual office hours on any Business Day (excluding public holidays) at the registered office of the Issuer and the Specified Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent (as set forth in Condition 17 (*Notices*)) for the 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 2019.

- **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 n. 39, dated 27 January 2010, and article 10 of EU Regulation n. 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

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

BNP Paribas Securities Services has a local presence in 36 countries across five continents, effecting global coverage of more than 90 markets.

At 31 March 2019 BNP Paribas Securities Services has USD 11,213 billion of assets under custody, USD 2,805 billion assets under administration; BNP Paribas Securities Services has 10,667 administered funds and 12,084 employees.

BNP Paribas Securities Services currently has long-term senior debt ratings of “A+” (stable) from S&P’s, “Aa3” (stable) from Moody’s France SAS and “A+” (stable) from Fitch Ratings.

Fitch	Moody’s	Standard & Poor’s
Short term F1	Short term Prime-1	Short-term A-1
Long term senior debt A+	Long term senior debt Aa3	Long term senior debt A+
Outlook Stable	Outlook Stable	Outlook Stable*
		*BNP Paribas Securities Services Milan Branch Standard & Poor’s long term senior debt “A+”, outlook “negative”

BNP Paribas Securities Services, Milan Branch shall act as Italian Paying Agent, Agent Bank, Transaction Bank and Representative of the Noteholders pursuant to the Agency and Accounts Agreement.

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

THE COMPUTATION AGENT, REPRESENTATIVE OF THE NOTEHOLDERS AND 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 Rome, Via Eleonora Duse 53.

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 AGENCY AND ACCOUNTS AGREEMENT

The description of the Agency and Accounts Agreement set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Agency and Accounts Agreement. Prospective Noteholders may inspect a copy of the Agency and Accounts Agreement upon request at the registered office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

- (a) the Italian Paying Agent, for the purpose of, *inter alia*, making payment in respect of the Notes;
- (b) the Agent Bank, for the purpose of, *inter alia*, determining the rate of interest payable in respect of the Notes;
- (c) the Computation Agent, for the purpose of, *inter alia*, determining certain of the Issuer's liabilities and the funds available to pay the same (subject to the receipt of certain information and in reliance thereon as set forth in the Agency and Accounts Agreement); and
- (d) the Transaction Bank for the purposes of, *inter alia*, establishing, maintaining and operating the Collection Account, the Payments Account, the Expenses Account, the Cash Reserve Account and the Eligible Investments Securities Account (once it will have been opened in accordance with the provisions of the Agency and Accounts Agreement) (collectively, the "**Accounts**") and managing certain payment and investment services.

• Duties of the Transaction Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain 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 under a power of attorney given to it by the Issuer and will make payments from such Accounts in the amounts set out in the Payments Report or as otherwise permitted in accordance with the terms of the Agency and Accounts Agreement and the other Transaction Documents.

The Transaction Bank has agreed to provide to the Issuer certain services in connection with account handling in relation to the monies from time to time standing to the credit of the Accounts.

In addition, the Transaction Bank will act as custodian of the Eligible Investments selected in accordance with the criteria set out in the Agency and Accounts Agreement from time to time owned by the Issuer.

For a description of the operation of the Accounts and the cash flows through the Accounts, see "*Credit Structure - Cash flow through the Accounts*", above.

In performing its obligations, the Transaction Bank may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent and will not be liable for any omission or error in so doing, except in case of its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

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

- (a) the balance of the Cash Reserve Account will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date; 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 Italian Paying Agent, the Arranger, the Italian Paying Agent, the Computation Agent, the Servicers and the Luxembourg Stock Exchange.

- **Duties of the Computation Agent**

The duties of the Computation Agent include the making of certain calculations in respect of the Securitisation. The Computation Agent will make such calculations based on:

- (a) the Statements of the Accounts prepared by the Transaction Bank on the Reporting Dates;
- (b) the Consolidated Servicer Reports prepared by C.R.Asti by no later than the second Business Day following the Reporting Dates;
- (c) the determinations received from the Agent Bank concerning the Rate of Interest, the Interest Amount and the Interest Payment Date;
- (d) the calculations made by each of the Subordinated Loan Providers under the Subordinated Loan Agreement; and
- (e) the instructions and determinations of the Issuer, Monte Titoli and the Corporate Servicer,

and the Computation Agent shall not be liable for any omission or error in so doing save as caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

The Computation Agent will calculate, *inter alia*, on each Calculation Date:

- (i) the Issuer Available Funds;
- (ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;
- (iii) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;
- (iv) the Principal Amount Outstanding of the Notes of all Classes on the next following Interest Payment Date (after deducting any Principal Payments to be made on that Interest Payment Date);
- (v) the Cash Reserve after draw-down and replenishment on the immediately following Interest Payment Date;
- (vi) the Interest Amount Arrears, if any, that will arise in respect of one or more Classes of Notes on the immediately following Interest Payment Date;
- (vii) the amounts payable to each of the Subordinated Loan Providers under the Subordinated Loan Agreement;
- (viii) the Revenue Eligible Investments Amount in respect of the immediately preceding Liquidation Date;
- (ix) the amount invested in Eligible Investments out of the Collection Account on the immediately preceding Investment Date;

- (x) the amount invested in Eligible Investments out of the Cash Reserve Account on the immediately preceding Investment Date;
- (xi) the amount 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;
- (xiv) 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 Servicers, the Corporate Servicer, each of the Rating Agencies, the Italian Paying Agent, the Transaction Bank, 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, the Class B 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 Consolidated Servicer Report Delivery Failure Event has occurred, subject to receipt of the relevant Consolidated Servicer Report, the Computation Agent (A) will calculate the amounts from (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 relevant Consolidated Servicer Report been delivered, (B) will determine how the Issuer's funds available for distribution pursuant to the Agency and Accounts Agreement shall be applied, on the immediately following Interest Payment Date, pursuant to the Pre-Enforcement Priority of Payments taking into account the differences and/or discrepancies identified under (A) above and (C) will deliver to the Italian Paying Agent, the Servicers and the Transaction Bank a report setting forth such determinations and amounts.

In addition to the Payments Report, the Computation Agent will prepare, 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 Servicers, each of the Rating Agencies, any stock exchange on which the Notes are listed, by no later than the second Business Day immediately following each Interest Payment Date, a report substantially in the form set out in the Agency and Accounts Agreement 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 "**Investor Report**"). The first Investor Report will be delivered by no later than two Business Days immediately following the Interest Payment Date falling in December 2019.

The 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 Loans;
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 Investor Reports will be available, free of charge, at the Specified Offices of the Italian Paying Agent.

The 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, www.eurodw.eu), on which it will be made available by C.R.Asti and Biver in their capacity as Reporting Entities in accordance with the Agency and Accounts Agreement and pursuant to the EU Securitisation Regulation.

The Computation Agent will prepare on behalf of C.R.Asti and Biver, 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 Report**”). The Inside Information 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 Report to the Issuer, C.R.Asti, Biver, the Representative of the Noteholders, the Corporate Servicer, the Italian Paying Agent and the Arranger. The Inside Information Report will be made available without delay to the Noteholders.

It is understood that the Investor Report and the Inside Information Report shall be deemed to have been produced on behalf of each of C.R.Asti and Biver, under each of C.R.Asti and Biver’s full responsibility, with reference to the information that each of C.R.Asti and Biver 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 Investor Report, once the Regulatory Technical Standards will enter into force and, as a result, any such amended template of 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 Investor Report.

• **Duties of the Italian Paying Agent**

The Italian Paying Agent will, on or before each Interest Payment Date, receive from the Transaction Bank, acting in the name and on behalf of the Issuer, the monies necessary to make the payments due on the Notes on the same Interest Payment Date and will apply such funds in or towards such payments as specified in the

Payments Report. The Italian Paying Agent will provide the Issuer and the Corporate Servicer with the data necessary to maintain and update the Noteholders' register (*registro degli obbligazionisti*) if so requested by the Corporate Servicer in accordance with Italian law, the Transaction Documents and any other laws and regulations applicable to the Issuer.

The Italian Paying Agent will keep a record of all Notes and of their redemption, purchase, cancellation and repayment and will make such records available for inspection during normal business hours by the Issuer, the Representative of the Noteholders and the Computation Agent.

In performing their obligations, the Italian Paying Agent may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent, and will not be liable for any omission or error in so doing save as caused by their own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

- **Rating downgrade provisions**

If the Transaction Bank ceases to be an Eligible Institution,

- (a) the Transaction Bank will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof and use, by no later than 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,
 - (iii) 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;
 - (iv) 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;
 - (v) 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;
 - (vi) 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
 - (vii) terminate the appointment of the Transaction Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i), (ii), (iii) and (iv) are completed,

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

If the Italian Paying Agent ceases to be an Eligible Institution, the Issuer will, by no later than 45 (forty-five) calendar days from the date when the Italian Paying Agent ceases to be an Eligible Institution, terminate the appointment of such Italian Paying Agent and appoint a substitute Italian Paying Agent which is an Eligible Institution, *provided that* the administrative costs incurred with respect to the selection of a successor

Italian Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Italian Paying Agent) shall be borne by the Italian Paying Agent.

- **General Provisions**

The Italian Paying Agent, the Agent Bank, the Computation Agent and the Transaction Bank (collectively referred to as the “**Agents**”) will act as agents solely of the Issuer and will not assume any obligation towards, or relationship of agency or trust for or with, any of the Noteholders. Each of the Issuer and the Representative of the Noteholders has agreed that it will not consent to any amendment to the Conditions that materially affects the obligations of any of the Agents without such Agent’s prior written consent (such consent not to be unreasonably withheld).

The Issuer has undertaken to indemnify each of the Agents and their respective directors, officers, employees and controlling persons against all losses, liabilities, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of, or the exercise of the powers and duties by, any Agent, except as may result from its wilful misconduct 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 Italian Paying Agent may select a leading bank approved by the Representative of the Noteholders to act as the relevant Agent and the Issuer will appoint that bank as the successor Agent.

The Agency and Accounts Agreement is governed by Italian law.

THE TRANSFER AGREEMENTS

The description of the Transfer Agreements set out below is an overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the relevant Transfer Agreement. Prospective Noteholders may inspect a copy of each Transfer Agreement upon request at the registered office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent.

• Transfer of the Claims

On 7 June 2019, the Issuer, on the one hand, and each of C.R.Asti and Biver, on the other hand, entered into two separate transfer agreements (each of them, respectively, the “**C.R.Asti Transfer Agreement**” and the “**Biver Transfer Agreement**” and, collectively, the “**Transfer Agreements**”) pursuant to which the Issuer acquired from the Originators without recourse (*pro soluto*), in accordance with the Securitisation Law:

- (a) the monetary claims (the “**C.R.Asti Claims**”) and other connected rights arising out of a portfolio consisting of (i) residential mortgage loans which qualify as *mutui fondiari* (the “**C.R.Asti Fondiari Mortgage Loans**”) and (ii) other residential mortgage loans which qualify as *mutui ipotecari* (the “**C.R.Asti Ipotecari Mortgage Loans**”) and, together with the C.R.Asti *Fondiari* Mortgage Loans, the “**C.R.Asti Mortgage Loans**”) owed to C.R.Asti (the “**C.R.Asti Portfolio**”); and
- (b) the monetary claims (the “**Biver Claims**”) and other connected rights arising out of a portfolio consisting of (i) residential mortgage loans which qualify as *mutui fondiari* (the “**Biver Fondiari Mortgage Loans**”) and (ii) other residential mortgage loans which qualify as *mutui ipotecari* (the “**Biver Ipotecari Mortgage Loans**”) and, together with the Biver *Fondiari* Mortgage Loans, the “**Biver Mortgage Loans**”) owed to Biver (the “**Biver Portfolio**”).

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

Under each Transfer Agreement, the relevant Originator passed title to the relevant Claims to the Issuer on the Initial Execution Date but with economic effect as of the Valuation Date (excluded). Schedule 1 to the relevant Transfer Agreement contains a list of the Mortgage Loans and the Claims arising thereunder which have been transferred under the relevant Transfer Agreement. The information concerning the Mortgage Loans and the Claims (*e.g.* the outstanding balance, accrued interest etc.) contained in schedule 1 to each Transfer Agreement reflect the composition of the Portfolio as at the Valuation Date.

Pursuant to the C.R.Asti Transfer Agreement, the C.R.Asti Claims comprise all and only the monetary claims arising from mortgage loans owned by Cassa di Risparmio di Asti S.p.A. on the Valuation Date and which, on the Valuation Date (unless otherwise provided), met the following objective criteria (to be deemed cumulative unless otherwise provided) (the “**C.R.Asti Criteria**”):

- (1) mortgage loans executed by Cassa di Risparmio di Asti S.p.A. between 12 January 2005 (inclusive) and 28 December 2018 (inclusive). This criterion shall be meant as satisfied also in relation to those mortgage loans subject to a debt assumption agreement (“*convenzione di accollo*”) notified to C.R.Asti between 19 April 2005 (inclusive) and 17 December 2018 (inclusive);
- (2) *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**”);
- (3) *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 relevant mortgage loan agreement is lower than or equal to 100 per cent.;
- (4) 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*), *de facto* companies (*società di fatto*), sole proprietorships (*ditte*

individuali), unlimited liability companies organised in the form of *società semplice* or in the form of *associazione professionale*;

- (5) mortgage loans the principal debtors of which, also as a consequence of a debt assumption agreement (*“convenzione di accollo”*), are all resident in Italy;
- (6) fully disbursed mortgage loans in relation to which there is no obligation or possibility to make further disbursements;
- (7) 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 relevant reference index equal to or higher than 0.50 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 relevant reference index equal to, or higher than, 0.50 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 relevant reference index equal to, or higher than, 0.50 per cent. per annum, until the following option right’s exercise date;
- (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) higher than or equal to Euro 10,000;
- (9) 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 than Euro 1,475,000;
- (10) mortgage loans which are denominated in Euro (or originally disbursed in Italian Lire and subsequently re-denominated in Euro);
- (11) mortgage loans which are governed by Italian law;
- (12) mortgage loans which, on the Valuation Date, have at least one instalment (including a principal component or even only an interest component) fully paid;
- (13) 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;
- (14) mortgage loans secured by a mortgage created over real estate assets located in the Republic of Italy;
- (15) 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;
- (16) 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 relevant 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 relevant mortgage loan);
 - (c) the so called “constant instalment” method, with “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;
- (17) mortgage loans providing for monthly or semi-annual instalments;
 - (18) mortgage loans secured by a mortgage hardened (*consolidata*) by 31 May 2019 (inclusive);
 - (19) 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 Cassa di Risparmio di Asti S.p.A. on the Valuation Date, and meeting the criteria set out above, also meet as of the 31 March 2019 (unless otherwise provided) one or more of the following criteria:

- (20) mortgage loan in relation to which the relevant 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 Cassa di Risparmio di Asti S.p.A.;
- (21) mortgage loans granted to, or assumed by (*accolati da*), an individual or an entity being an employee or a manager (pursuant to article 136 of the Banking Act) of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also as joint account holder);
- (22) mortgage loans granted to individuals pursuant to certain agreements executed between Cassa di Risparmio di Asti S.p.A. and the relevant labour unions who (a) as at the execution date of the relevant mortgage loan were employees of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant mortgage loan was granted to two or more individuals, one of which was not an employee of Cassa di Risparmio di Asti S.p.A.) (b) are not employees of Cassa di Risparmio di Asti S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group but maintain the benefit of the original contractual provisions of those mortgage loans;
- (23) mortgage loans advanced to public entities (*enti pubblici*);
- (24) mortgage loans advanced to ecclesiastic entities (*enti ecclesiastici*);

- (25) mortgage loans classified, as at the relevant execution date, as agrari mortgage loans in accordance with articles 43, 44 and 45 of the Banking Act;
- (26) 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 relevant borrower (so called *mutui agevolati*);
- (27) mortgage loans deriving from the apportionment into quotas (*suddivisione in quote*) of an existing loan in relation to which Cassa di Risparmio di Asti S.p.A. has not been notified any accollo arrangement;
- (28) mortgage loans which provided for disbursement in different tranches in accordance with the progression of the relevant construction (*stato avanzamento lavori*), as long as not fully disbursed;
- (29) “constant instalment” mortgage loans whose final expiry date, as a consequence of the increase of the applicable rate of interest, as contractually agreed, as of 31 May 2019, corresponds to the maximum extension of the duration of the loan, such date being the maximum expiry date of the loan under the relevant loan agreement;
- (30) mortgage loans which are secured by a mortgage created over real estate assets located in the Republic of Italy having non-residential features;
- (31) mortgage loans that as of 31 March 2019 had two or more instalments, even inclusive of only an interest component, due and unpaid, even partially;
- (32) mortgage loans that as of 31 May 2019 had two or more instalments, even inclusive of only an interest component, due and unpaid, even partially;
- (33) mortgage loans that as of 31 May 2019 had one instalment, even inclusive of only an interest component, due and unpaid, even partially, for more than 90 days;
- (34) mortgage loans whose final maturity date is prior to or equal to 30 June 2019;
- (35) 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 relevant 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;
- (36) 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 31 March 2019 and/or on the Valuation Date, falls within one of the following categories:
 - (a) “defaulted” (*sofferenza*);
 - (b) “*sofferenza a sistema*”;
 - (c) “*ex sofferenza*”;
 - (d) “past due”;
 - (e) “past due forborne”;
 - (f) “delinquent” (*inadempienze probabili*) (“*incagliato*”)

by Cassa di Risparmio di Asti S.p.A., *provided that*, with reference to the categories of paragraphs (d), (e) and (f) of the present criterion, the respective classification as “past due” (as defined by the Bank of Italy regulations), “past due forborne” or “delinquent” (*inadempienze probabili*), has been communicated to the relevant 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;

- (37) mortgage loans in relation to which as of 31 May 2019 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);
- (38) mortgage loans that as of 31 May 2019 prove to be secured by means of a pledge;
- (39) mortgage loans in relation to which (i) the relevant debtor is benefiting of a total suspension of payments or (ii) the relevant debtor is benefiting of the suspension of payments of the principal amount which is comprised in the due instalments due to (a) the agreements in favour of small and medium-sized enterprises signed between the Italian Banking Association (ABI) and SME representative associations, or (b) standstill agreements presented by Cassa di Risparmio di Asti S.p.A., or (c) the fact that it has the right to benefit from the suspensions indicated under (i) and (ii) above starting from a date subsequent to 31 March 2019 or following a resolution adopted by C.R.Asti within the Valuation Date and notified by the latter to the relevant debtor;
- (40) mortgage loans executed on 2 August 2011 and disbursed by the branch of Sede Di Asti (AT), (cod. 1), of Cassa di Risparmio di Asti S.p.A.;
- (41) mortgage loans executed on 1 December 2016 and disbursed by the branch of Sede Di Asti (AT), (cod. 1), of Cassa di Risparmio di Asti S.p.A.;
- (42) mortgage loans executed on 11 May 2018 and disbursed for original euro 52,000.00 by the branch of Città N. 2 (AT), (cod. 2), of Cassa di Risparmio di Asti S.p.A.;
- (43) mortgage loans executed on 11 August 2008 and disbursed for original euro 150,000.00 by the branch of Baldichieri D’Asti (AT), (cod. 4), of Cassa di Risparmio di Asti S.p.A.;
- (44) mortgage loans executed on 14 December 2015, having 240 instalments in the relevant amortization plan and disbursed by the branch of Castello Di Annone (AT), (cod. 9), of Cassa di Risparmio di Asti S.p.A.;
- (45) mortgage loans executed on 5 February 2016 and disbursed by the branch of Castelnuovo Calcea (AT), (cod. 11), of Cassa di Risparmio di Asti S.p.A.;
- (46) mortgage loans executed on 4 May 2006 (initial deed), having 162 instalments in the relevant amortization plan and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 26 May 2008 by the branch of Monastero Bormida (AT), (cod. 17), of Cassa di Risparmio di Asti S.p.A.;
- (47) mortgage loans executed on 6 April 2017 and disbursed by the branch of Moncalvo (AT), (cod. 18), of Cassa di Risparmio di Asti S.p.A.;
- (48) mortgage loans executed on 18 January 2012 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 12 September 2013 by the branch of Rocca D’Arazzo (AT), (cod. 23), of Cassa di Risparmio di Asti S.p.A.;
- (49) mortgage loans executed on 2 September 2011 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 5 December 2012 by the branch of San Damiano D’Asti (AT), (cod. 25), of Cassa di Risparmio di Asti S.p.A.;
- (50) mortgage loans executed on 8 September 2017 and disbursed for original euro 81,906.81 by the branch of Città N. 3 (AT), (cod. 32), of Cassa di Risparmio di Asti S.p.A.;

- (51) mortgage loans executed on 14 November 2017 and disbursed by the branch of Canelli (AT), (cod. 37), of Cassa di Risparmio di Asti S.p.A.;
- (52) mortgage loans executed on 28 December 2018 and disbursed for original euro 152,000.00 by the branch of Canelli (AT), (cod. 37), of Cassa di Risparmio di Asti S.p.A.;
- (53) mortgage loans executed on 15 September 2015, having 300 instalments in the relevant amortization plan and disbursed by the branch of Canelli (AT), (cod. 37), of Cassa di Risparmio di Asti S.p.A.;
- (54) mortgage loans executed on 6 March 2015 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 5 December 2017 by the branch of Città N. 5 (AT), (cod. 39), of Cassa di Risparmio di Asti S.p.A.;
- (55) mortgage loans executed on 16 November 2018 and disbursed by the branch of Città N. 5 (AT), (cod. 39), of Cassa di Risparmio di Asti S.p.A.;
- (56) mortgage loans executed on 3 October 2018, having 240 instalments in the relevant amortization plan and disbursed by the branch of Antignano (AT), (cod. 40), of Cassa di Risparmio di Asti S.p.A.;
- (57) mortgage loans executed on 19 April 2016 and disbursed by the branch of Buttigliera D'Asti (AT), (cod. 41), of Cassa di Risparmio di Asti S.p.A.;
- (58) mortgage loans executed on 9 June 2016 and disbursed by the branch of Cisterna (AT), (cod. 43), of Cassa di Risparmio di Asti S.p.A.;
- (59) mortgage loans executed on 22 January 2018 and disbursed by the branch of Portacomaro (AT), (cod. 48), of Cassa di Risparmio di Asti S.p.A.;
- (60) mortgage loans executed on 11 December 2009 and disbursed by the branch of Quarto (AT), (cod. 49), of Cassa di Risparmio di Asti S.p.A.;
- (61) mortgage loans executed on 7 September 2017 and disbursed by the branch of Robella (AT), (cod. 52), of Cassa di Risparmio di Asti S.p.A.;
- (62) mortgage loans executed on 20 July 2018 and disbursed by the branch of Robella (AT), (cod. 52), of Cassa di Risparmio di Asti S.p.A.;
- (63) mortgage loans executed on 3 October 2008 and disbursed by the branch of Città N° 2 (AT), (cod. 002), of Cassa di Risparmio di Asti S.p.A. and in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 03/01/2014;
- (64) mortgage loans executed on 12 October 2011 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 10 May 2017 by the branch of Vallevera (AT), (cod. 55), of Cassa di Risparmio di Asti S.p.A.;
- (65) mortgage loans executed on 25 August 2016 and disbursed by the branch of Villanova D'Asti (AT), (cod. 58), of Cassa di Risparmio di Asti S.p.A.;
- (66) mortgage loans executed on 27 October 2016 and disbursed by the branch of Villanova D'Asti (AT), (cod. 58), of Cassa di Risparmio di Asti S.p.A.;
- (67) mortgage loans executed on 15 June 2018 and disbursed by the branch of Città N. 7 (AT), (cod. 59), of Cassa di Risparmio di Asti S.p.A.;
- (68) mortgage loans executed on 30 October 2015, and disbursed by the branch of Alba (CN), (cod. 62), of Cassa di Risparmio di Asti S.p.A.;
- (69) mortgage loans executed on 28 December 2018, having 300 instalments in the relevant amortization plan and disbursed by the branch of Alba (CN), (cod. 62), of Cassa di Risparmio di Asti S.p.A.;

- (70) mortgage loans executed on 14 February 2011 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 2 January 2012 by the branch of Cocconato (AT), (cod. 63), of Cassa di Risparmio di Asti S.p.A.;
- (71) mortgage loans executed on 20 January 2017 and disbursed by the branch of Cocconato (AT), (cod. 63), of Cassa di Risparmio di Asti S.p.A.;
- (72) mortgage loans executed on 7 December 2017 and disbursed by the branch of Cocconato (AT), (cod. 63), of Cassa di Risparmio di Asti S.p.A.;
- (73) mortgage loans executed on 2 November 2005 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 20 September 2007 by the branch of Moncalieri (TO), (cod. 66), of Cassa di Risparmio di Asti S.p.A.;
- (74) mortgage loans executed on 27 September 2016 and disbursed by the branch of Moncalieri (TO), (cod. 66), of Cassa di Risparmio di Asti S.p.A. and in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 27/01/2017 for euro 151,769.36;
- (75) mortgage loans executed on 21 February 2007 and disbursed for original euro 95,000.00 by the branch of Lauriano (TO), (cod. 67), of Cassa di Risparmio di Asti S.p.A.;
- (76) mortgage loans executed on 8 February 2008 and disbursed by the branch of Lauriano (TO), (cod. 67), of Cassa di Risparmio di Asti S.p.A.;
- (77) mortgage loans executed on 16 June 2010 and disbursed by the branch of Lauriano (TO), (cod. 67), of Cassa di Risparmio di Asti S.p.A.;
- (78) mortgage loans executed on 8 April 2015, having 144 instalments in the relevant amortization plan and disbursed by the branch of Lauriano (TO), (cod. 67), of Cassa di Risparmio di Asti S.p.A.;
- (79) mortgage loans executed on 2 August 2012 and disbursed by the branch of Città N° 9 (AT), (cod. 68), of Cassa di Risparmio di Asti S.p.A.;
- (80) mortgage loans executed on 22 January 2007 (initial deed), having 240 instalments in the relevant amortization plan and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 1 December 2014 by the branch of Cavagnolo (TO), (cod. 69), of Cassa di Risparmio di Asti S.p.A.;
- (81) mortgage loans executed on 29 July 2014 and disbursed by the branch of Cavagnolo (TO), (cod. 69), of Cassa di Risparmio di Asti S.p.A.;
- (82) mortgage loans executed on 10 September 2010 and disbursed by the branch of Montechiaro D'Acqui (AL), (cod. 74), of Cassa di Risparmio di Asti S.p.A.;
- (83) mortgage loans executed on 29 December 2016 and disbursed by the branch of Peschiera Borromeo (MI), (cod. 81), of Cassa di Risparmio di Asti S.p.A.;
- (84) mortgage loans executed on 25 June 2014 and disbursed by the branch of Città N. 13 (AT), (cod. 83), of Cassa di Risparmio di Asti S.p.A.;
- (85) mortgage loans executed on 19 September 2014 and disbursed by the branch of Città N. 13 (AT), (cod. 83), of Cassa di Risparmio di Asti S.p.A.;
- (86) mortgage loans executed on 4 July 2018, having 240 instalments in the relevant amortization plan and disbursed by the branch of Città N. 13 (AT), (cod. 83), of Cassa di Risparmio di Asti S.p.A.;
- (87) mortgage loans executed on 29 February 2016 and disbursed by the branch of Casale Monferrato (AL), (cod. 84), of Cassa di Risparmio di Asti S.p.A.;
- (88) mortgage loans executed on 25 February /2010 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 16 February 2016 by the branch of Mombaruzzo (AT), (cod. 85), of Cassa di Risparmio di Asti S.p.A.;

- (89) mortgage loans executed on 19 April 2010 (initial deed), having 300 instalments in the relevant amortization plan and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 7 August 2018 by the branch of Acqui Terme (AL), (cod. 86), of Cassa di Risparmio di Asti S.p.A.;
- (90) mortgage loans executed on 8 October 2013 and disbursed by the branch of Acqui Terme (AL), (cod. 86), of Cassa di Risparmio di Asti S.p.A.;
- (91) mortgage loans executed on 2 February 2016 and disbursed by the branch of Settimo Torinese (TO), (cod. 87), of Cassa di Risparmio di Asti S.p.A.;
- (92) mortgage loans executed on 24 January 2014 and disbursed by the branch of Rivoli (TO), (cod. 89), of Cassa di Risparmio di Asti S.p.A.;
- (93) mortgage loans executed on 21 May 2018 and disbursed for original euro 145,000.00 by the branch of Rivoli (TO), (cod. 89), of Cassa di Risparmio di Asti S.p.A.;
- (94) mortgage loans executed on 22 May 2018, having 180 instalments in the relevant amortization plan and disbursed by the branch of Rivoli (TO), (cod. 89), of Cassa di Risparmio di Asti S.p.A.;
- (95) mortgage loans executed on 20 April 2005 and disbursed by the branch of Alba 2 (CN), (cod. 90), of Cassa di Risparmio di Asti S.p.A.;
- (96) mortgage loans executed on 10 March 2009 and disbursed by the branch of Alba 2 (CN), (cod. 90), of Cassa di Risparmio di Asti S.p.A. in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 1/06/2017;
- (97) mortgage loans executed on 20 June 2018 and disbursed by the branch of Cambiano (TO), (cod. 96), of Cassa di Risparmio di Asti S.p.A.;
- (98) mortgage loans executed on 13 March 2018, having 180 instalments in the relevant amortization plan and disbursed by the branch of Chieri (TO), (cod. 103), of Cassa di Risparmio di Asti S.p.A.;
- (99) mortgage loans executed on 28 December 2017 and disbursed by the branch of Chieri (TO), (cod. 103), of Cassa di Risparmio di Asti S.p.A. in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 15/03/2018;
- (100) mortgage loans executed on 3 March 2009 and disbursed by the branch of Quattordio (AL), (cod. 65), of Cassa di Risparmio di Asti S.p.A. in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 26/03/2013;
- (101) mortgage loans executed on 19 July 2013, having 300 instalments in the relevant amortization plan and disbursed by the branch of Alessandria (AL), (cod. 104), of Cassa di Risparmio di Asti S.p.A.;
- (102) mortgage loans executed on 30 November 2017 and disbursed by the branch of Alessandria (AL), (cod. 104), of Cassa di Risparmio di Asti S.p.A.;
- (103) mortgage loans executed on 12 August 2010 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 13 December 2016 by the branch of Alessandria (AL), (cod. 104), of Cassa di Risparmio di Asti S.p.A.;
- (104) mortgage loans executed on 26 November 2013 and disbursed by the branch of Collegno (TO), (cod. 105), of Cassa di Risparmio di Asti S.p.A.;
- (105) mortgage loans executed on 14 October 2013 (initial deed), and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 15 June 2018 by the branch of Chivasso (TO), (cod. 106), of Cassa di Risparmio di Asti S.p.A.;
- (106) mortgage loans executed on 29 April 2009 and disbursed by the branch of Torino 1 (TO), (cod. 114), of Cassa di Risparmio di Asti S.p.A. in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 27 January 2014;

- (107) mortgage loans executed on 23 February 2018 and disbursed for original euro 52,000.00 by the branch of Chivasso (TO), (cod. 106), of Cassa di Risparmio di Asti S.p.A.;
- (108) mortgage loans executed on 22 November 2016 and disbursed for original euro 46,000.00 by the branch of Orbassano (TO), (cod. 107), of Cassa di Risparmio di Asti S.p.A.;
- (109) mortgage loans executed on 26 February 2014 and disbursed for original euro 45,000.00 by the branch of Moncalieri 2 (TO), (cod. 108), of Cassa di Risparmio di Asti S.p.A.;
- (110) mortgage loans executed on 28 March 2018 and disbursed by the branch of Tortona (AL), (cod. 111), of Cassa di Risparmio di Asti S.p.A.;
- (111) mortgage loans executed on 7 March 2016 and disbursed by the branch of Torino 1 (TO), (cod. 114), of Cassa di Risparmio di Asti S.p.A.;
- (112) mortgage loans executed on 23 September 2016, having 300 instalments in the relevant amortization plan and disbursed by the branch of Torino 2 (TO), (cod. 115), of Cassa di Risparmio di Asti S.p.A.;
- (113) mortgage loans executed on 22 December 2016, having 300 instalments in the relevant amortization plan and disbursed by the branch of Torino 2 (TO), (cod. 115), of Cassa di Risparmio di Asti S.p.A.;
- (114) mortgage loans executed on 28 October 2015 and disbursed by the branch of Monza (MB), (cod. 118), of Cassa di Risparmio di Asti S.p.A.;
- (115) mortgage loans executed on 13 March 2014 and disbursed by the branch of Savigliano (CN), (cod. 120), of Cassa di Risparmio di Asti S.p.A.;
- (116) mortgage loans executed on 22 June 2011 and disbursed for original euro 95,000.00 by the branch of Fossano (CN), (cod. 121), of Cassa di Risparmio di Asti S.p.A.;
- (117) mortgage loans executed on 27 November 2012 and disbursed by the branch of Torino 4 (TO), (cod. 123), of Cassa di Risparmio di Asti S.p.A.;
- (118) mortgage loans executed on 14 January 2016 and disbursed by the branch of Muggiò (MB), (cod. 124), of Cassa di Risparmio di Asti S.p.A.;
- (119) mortgage loans executed on 17 June 2010 and disbursed by the branch of Cernusco Sul Naviglio (MI), (cod. 128), of Cassa di Risparmio di Asti S.p.A. in relation to which there was accession to the relevant debt assumption agreement (*convenzione d'accollo*) on 8/03/2013;
- (120) mortgage loans executed on 21 November 2016 and disbursed by the branch of Cernusco Sul Naviglio (MI), (cod. 128), of Cassa di Risparmio di Asti S.p.A.;
- (121) mortgage loans executed on 22 September 2015 and disbursed by the branch of Sesto San Giovanni (MI), (cod. 131), of Cassa di Risparmio di Asti S.p.A.;
- (122) mortgage loans executed on 15 March 2018 and disbursed by the branch of Sesto San Giovanni (MI), (cod. 131), of Cassa di Risparmio di Asti S.p.A.;
- (123) mortgage loans executed on 7 April 2016 and disbursed by the branch of Torino 7 (TO), (cod. 133), of Cassa di Risparmio di Asti S.p.A.;
- (124) mortgage loans executed on 16 October 2017 and disbursed by the branch of Cesano Boscone (MI), (cod. 135), of Cassa di Risparmio di Asti S.p.A.;
- (125) mortgage loans executed on 8 April 2014 and disbursed by the branch of Rho (MI), (cod. 136), of Cassa di Risparmio di Asti S.p.A.;
- (126) mortgage loans executed on 16 June 2015, having 300 instalments in the relevant amortization plan and disbursed by the branch of Rho (MI), (cod. 136), of Cassa di Risparmio di Asti S.p.A.;
- (127) mortgage loans executed on 5 July 2016 and disbursed for original euro 60,000.00 by the branch of Rho (MI), (cod. 136), of Cassa di Risparmio di Asti S.p.A.;

- (128) mortgage loans executed on 21 April 2015 (initial deed) and disbursed in accordance with the progression of the relevant construction (*stato avanzamento lavori*) with final deed dated 27 July 2016 by the branch of Cuneo (CN), (cod. 139), of Cassa di Risparmio di Asti S.p.A.;
- (129) mortgage loans executed on 17 December 2018 and disbursed by the branch of Mondovì (CN), (cod. 140), of Cassa di Risparmio di Asti S.p.A.;
- (130) mortgage loans executed on 18 December 2015 and disbursed by the branch of Mondovì (CN), (cod. 140), of Cassa di Risparmio di Asti S.p.A.;
- (131) mortgage loans executed on 4 July 2018 and disbursed for original euro 145,000.00 by the branch of Grugliasco (TO), (cod. 144), of Cassa di Risparmio di Asti S.p.A.;
- (132) mortgage loans executed on 26 January 2012 and disbursed by the branch of Bra (CN), (cod. 146), of Cassa di Risparmio di Asti S.p.A.;
- (133) mortgage loans executed on 27 December 2018 and disbursed by the branch of Bergamo (BG), (cod. 152), of Cassa di Risparmio di Asti S.p.A.

Pursuant to the Biver Transfer Agreement, the Biver Claims comprise all and only the monetary claims arising from mortgage loans owned by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. on the Valuation Date and which, on the Valuation Date (unless otherwise provided), met the following objective criteria (to be deemed cumulative unless otherwise provided) (the “**Biver Criteria**”):

- (1) mortgage loans executed by Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. between 4 January 2005 (inclusive) and 28 December 2018 (inclusive). This criterion shall be meant as satisfied also in relation to those mortgage loans subject to a debt assumption agreement (“*convenzione di accollo*”) notified to Biver between 14 August 2013 (inclusive) and 13 August 2018 (inclusive);
- (2) *ipotecari* mortgage loans or 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**”);
- (3) *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 relevant mortgage loan agreement is lower than or equal to 100 per cent.;
- (4) 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*), *de facto* companies (*società di fatto*), sole proprietorships (*ditte individuali*), unlimited liability companies organised in the form of *società semplice* or in the form of *associazione professionale*;
- (5) mortgage loans the principal debtors of which, also as a consequence of a debt assumption agreement (“*convenzione di accollo*”), are all resident in Italy;
- (6) fully disbursed mortgage loans in relation to which there is no obligation or possibility to make further disbursements;
- (7) 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 relevant reference index equal to or higher than 0.50 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 relevant reference index equal to, or higher than, 0.50 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 relevant reference index equal to, or higher than, 0.50 per cent. per annum, until the following option right’s exercise date;
- (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) higher than or equal to Euro 10,000;
- (9) 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 than Euro 750,000;
- (10) mortgage loans which are denominated in Euro (or originally disbursed in Italian Lire and subsequently re-denominated in Euro);
- (11) mortgage loans which are governed by Italian law;
- (12) mortgage loans which, on the Valuation Date, have at least one instalment (including a principal component or even only an interest component) fully paid;
- (13) 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;
- (14) mortgage loans secured by a mortgage created over real estate assets located in the Republic of Italy;
- (15) 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;
- (16) 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 relevant 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 relevant mortgage loan);
 - (c) the so called “constant instalment” method, with “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;

- (17) mortgage loans providing for monthly or semi-annual instalments;
- (18) mortgage loans secured by a mortgage hardened (*consolidata*) by 31 May 2019 (inclusive);
- (19) 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 Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. on the Valuation Date, and meeting the criteria set out above, also meet as of 31 March 2019 (unless otherwise provided) one or more of the following criteria:

- (20) mortgage loan in relation to which the relevant 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 Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.;
- (21) mortgage loans granted to, or assumed by (*accolati da*), an individual or an entity being an employee or a manager (pursuant to article 136 of the Banking Act) of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also as joint account holder);
- (22) mortgage loans granted to individuals pursuant to certain agreements executed between Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. and the relevant labour unions who (a) as at the execution date of the relevant mortgage loan were employees of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group (also in those circumstances where the relevant mortgage loan was granted to two or more individuals, one of which was not an employee of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A.) (b) are not employees of Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. or of any other company of the Cassa di Risparmio di Asti S.p.A. Banking Group but maintain the benefit of the original contractual provisions of those mortgage loans;
- (23) mortgage loans advanced to public entities (*enti pubblici*);
- (24) mortgage loans advanced to ecclesiastic entities (*enti ecclesiastici*);
- (25) mortgage loans classified, as at the relevant execution date, as agrari mortgage loans in accordance with articles 43, 44 and 45 of the Banking Act;
- (26) 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 relevant borrower (so called *mutui agevolati*);
- (27) mortgage loans deriving from the apportionment into quotas (*suddivisione in quote*) of an existing loan in relation to which Cassa di Risparmio di Biella e Vercelli - Biverbanca S.p.A. has not been notified any accollo arrangement;
- (28) mortgage loans which provided for disbursement in different tranches in accordance with the progression of the relevant construction (*stato avanzamento lavori*), as long as not fully disbursed;
- (29) “constant instalment” mortgage loans whose final expiry date, as a consequence of the increase of the applicable rate of interest, as contractually agreed, as of 31 May 2019, corresponds to the maximum extension of the duration of the loan, such date being the maximum expiry date of the loan under the relevant loan agreement;

- (30) mortgage loans which are secured by a mortgage created over real estate assets located in the Republic of Italy having non-residential features;
- (31) mortgage loans that as of 31 March 2019 had two or more instalments, even inclusive of only an interest component, due and unpaid, even partially;
- (32) mortgage loans that as of 31 May 2019 had two or more instalments, even inclusive of only an interest component, due and unpaid, even partially;
- (33) mortgage loans that as of 31 May 2019 had one instalment, even inclusive of only an interest component, due and unpaid, even partially, for more than 90 days;
- (34) mortgage loans whose final maturity date is prior to or equal to 30 June 2019;
- (35) mortgage loans which, as of 31 May 2015, are covered by an insurance policy issued by Genworth Financial Mortgage Insurance Limited to cover the risk of failure to pay the amount due by the relevant debtor pursuant to the relevant mortgage loan;
- (36) mortgage loans granted against the assignment of claims related to the incentive tariffs in the energy account (*conto energia*) provided by the GSE (*Gestore dei Servizi Elettrici*);
- (37) mortgage loans in relation to which the relevant borrower benefited from the concessions granted by the Solidarity Fund for mortgages for the purchase of first home (*Fondo di solidarietà per i mutui per l'acquisto della prima casa*) under Law no. 244 of December 24, 2007 and Ministerial Decree No. 132 of 21 June 2010;
- (38) 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 relevant 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;
- (39) 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 31 March 2019 and/or on the Valuation Date proves to fall within one of the following categories:
 - (a) "defaulted" (*sofferenza*);
 - (b) "*sofferenza a sistema*";
 - (c) "*ex sofferenza*";
 - (d) "past due";
 - (e) "past due forborne";
 - (f) "delinquent" (*inadempienze probabili*) ("*incagliato*"),

by Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A., *provided that*, with reference to the categories of paragraphs (d), (e) and (f) of the present criterion, the respective classification as "past due" (as defined by the Bank of Italy regulations), "past due forborne" or "delinquent" (*inadempienze probabili*) has been communicated to the relevant debtor (or in those circumstances on which the mortgage loan has been granted to two or more individuals, only to the main debtor classified as above) by registered mail with return receipt bearing a date preceding the publication of these criteria in the Italian Official Gazette;

- (40) mortgage loans in relation to which there is evidence on 31 May 2019 that a guarantee has been granted on a cooperative or consortium basis under the nationwide mutual guarantee scheme (*i.e.* Confidi System);
- (41) mortgage loans which on 31 May 2019 prove to be secured by means of a pledge;
- (42) mortgage loans in relation to which (i) the relevant debtor is benefiting of a total suspension of payments or (ii) the relevant debtor is benefiting of the suspension of payments of the principal amount which is comprised in the due instalments due to (a) the agreement in favour of small and medium-sized enterprises signed between the Italian Banking Association (ABI) and SME representative associations, or (b) standstill agreements presented by Biver, or (c) the fact that it has the right to benefit from the suspensions indicated under (i) and (ii) above starting from a date subsequent to 31 March 2019 following a resolution adopted by Biver within the Valuation Date and notified by the latter to the relevant debtor;
- (43) mortgage loans executed on 17 November 2015 and disbursed for Euro 215,000 by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (44) mortgage loans executed on 24 March 2016 and disbursed by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (45) mortgage loans executed on 22 July 2016 and disbursed by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (46) mortgage loans executed on 9 June 2017 and disbursed by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (47) mortgage loans executed on 13 September 2017 and disbursed by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (48) mortgage loans executed on 26 January 2018 and disbursed by the branch of Biella (cod. 11) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (49) mortgage loans executed on 25 July 2016 and disbursed by the branch No. 3 of Biella (cod. 13) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (50) mortgage loans executed on 18 July 2016 and disbursed by the branch No. 1 of Biella (cod. 15) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (51) mortgage loans executed on 7 June 2017 and disbursed by the branch No. 1 of Biella (cod. 15) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (52) mortgage loans executed on 14 May 2015 and disbursed by the branch No. 4 of Biella (cod. 17) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (53) mortgage loans executed on 28 May 2008 and disbursed by the branch of Brusnengo (Biella) (cod. 22) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (54) mortgage loans executed on 3 November 2009 and disbursed by the branch of Cossato (Biella) (cod. 34) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (55) mortgage loans executed on 16 February 2006 and disbursed by the branch of Mottalciata (Biella) (cod. 44) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (56) mortgage loans executed on 3 August 2017 and disbursed by the branch of Occhieppo Inferiore (Biella) (cod. 46) of Cassa di Risparmio di Biella e Vercelli S.p.A.;

- (57) mortgage loans executed on 24 October 2018 and disbursed by the branch of Occhieppo Inferiore (Biella) (cod. 46) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (58) mortgage loans executed on 6 February 2018 and disbursed by the branch of Pray (Biella) (cod. 50) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (59) mortgage loans executed on 1 March 2018 and disbursed by the branch of Torino (cod. 53) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (60) mortgage loans executed on 13 January 2017 and disbursed by the branch of Trivero (Biella) (cod. 54) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (61) mortgage loans executed on 27 June 2008 and disbursed by the branch of Valle Mosso (Biella) (cod. 56) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (62) mortgage loans executed on 28 August 2014 and disbursed by the branch of Vigliano Biellese (Biella) (cod. 58) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (63) mortgage loans executed on 9 August 2016 and disbursed by the branch of Vigliano Biellese (Biella) (cod. 58) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (64) mortgage loans executed on 29 May 2015 and disbursed by the branch No. 6 of Vercelli (cod. 60) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (65) mortgage loans executed on 23 May 2016 and disbursed by the branch No. 8 of Biella (cod. 71) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (66) mortgage loans executed on 21 March 2017 and disbursed by the branch of Saint Vincent (Aosta) (cod. 74) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (67) mortgage loans executed on 11 Decemebr 2015 and disbursed by the branch of Vercelli (cod. 100) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (68) mortgage loans executed on 19 January 2007 and disbursed by the branch of Borgo d'Ale (Vercelli) (cod. 118) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (69) mortgage loans executed on 10 June 2016 and disbursed by the branch of Casale Monferrato (Alessandria) (cod. 121) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (70) mortgage loans executed on 20 November 2007 and disbursed by the branch of Borgosesia (Vercelli) (cod. 125) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (71) mortgage loans executed on 22 November 2007 and disbursed for Euro 24,784.51 by the branch of Borgosesia (Vercelli) (cod. 125) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (72) mortgage loans executed on 15 May 2008 and disbursed by the branch of Crescentino (Vercelli) (cod. 135) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (73) mortgage loans executed on 6 May 2008 and disbursed by the branch of Livorno Ferraris (Vercelli) (cod. 145) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (74) mortgage loans executed on 27 August 2008 and disbursed by the branch of Livorno Ferraris (Vercelli) (cod. 145) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (75) mortgage loans executed on 27 July 2007 and disbursed by the branch of Quarona (Vercelli) (cod. 158) of Cassa di Risparmio di Biella e Vercelli S.p.A.;

- (76) mortgage loans executed on 29 December 2016 and disbursed by the branch of Quarona (Vercelli) (cod. 158) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (77) mortgage loans executed on 13 December 2007 and disbursed by the branch of Santhià (Vercelli) (cod. 165) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (78) mortgage loans executed on 6 July 2016 and disbursed by the branch of Santhià (Vercelli) (cod. 165) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (79) mortgage loans executed on 19 January 2016 and disbursed by the branch of Varallo (Vercelli) (cod. 181) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (80) mortgage loans executed on 21 September 2017 and disbursed by the branch of Alessandria (cod. 202) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (81) mortgage loans executed on 15 June 2018 and disbursed by the branch of Alessandria (cod. 202) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (82) mortgage loans executed on 18 July 2018 and disbursed by the branch of Alessandria (cod. 202) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (83) mortgage loans executed on 19 December 2018 and disbursed by the branch of Alessandria (cod. 202) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (84) mortgage loans executed on 29 June 2018 and disbursed by the branch of Novara (cod. 216) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (85) mortgage loans executed on 1 August 2016 and disbursed by the branch No. 1 of Novara (cod. 218) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (86) mortgage loans executed on 30 June 2017 and disbursed by the branch of Borgaro Torinese (Torino) (cod. 224) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (87) mortgage loans executed on 10 January 2017 and disbursed by the branch of Venaria Reale (Torino) (cod. 228) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (88) mortgage loans executed on 28 March 2014 and disbursed by the branch of Legnano (Milano) (cod. 240) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (89) mortgage loans executed on 14 July 2014 and disbursed by the branch of Legnano (Milano) (cod. 240) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (90) mortgage loans executed on 30 June 2016 and disbursed by the branch of Legnano (Milano) (cod. 240) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (91) mortgage loans executed on 26 January 2018 and disbursed by the branch of Trecate (Novara) (cod. 242) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (92) mortgage loans executed on 26 July 2018 and disbursed by the branch of Trecate (Novara) (cod. 242) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (93) mortgage loans executed on 28 October 2018 and disbursed by the branch of Trecate (Novara) (cod. 242) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (94) mortgage loans executed on 27 October 2005 and disbursed by the branch of Vercelli (cod. 100) of Cassa di Risparmio di Biella e Vercelli S.p.A.;

- (95) mortgage loans executed on 13 January 2006 and disbursed by the branch of Vercelli (cod. 100) of Cassa di Risparmio di Biella e Vercelli S.p.A.;
- (96) mortgage loans executed on 25 October 2018 and disbursed by the branch of Vercelli (cod. 100) of Cassa di Risparmio di Biella e Vercelli S.p.A.

By “*convenzione di accollo*” the C.R.Asti Criteria and the Biver Criteria identify a debt assumption agreement in accordance to which a third party assumes the debt of the main debtor of the relevant Originator and, in case the latter accedes to such agreement, the debt assumption by the third party becomes irrevocable in favour of the relevant Originator.

Purchase Price

The individual purchase price for each Claim (the “**Individual Purchase Price**”) is equal to the outstanding principal amount under the relevant Mortgage Loan, as at the Valuation Date, and is listed in schedule 1 to the relevant Transfer Agreement.

The purchase price payable by the Issuer:

- (a) for all the C.R.Asti Claims, amounts to € 862,439,000.00;
- (b) for all the Biver Claims, amounts to € 125,569,000.00;

calculated as the aggregate of the Individual Purchase Prices (rounded down to the nearest € 1,000).

The relevant Purchase Price is required to be paid in full to the relevant Originator, on the Issue Date or, if subsequent to the Issue Date, on the later of (i) the date of publication in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) of the notice of assignment as described in the relevant Transfer Agreement and (ii) the date of registration (*iscrizione*) with the competent companies’ register of the notice of assignment as described in the relevant Transfer Agreement.

Payment of the Purchase Prices will be financed by, and will be limited recourse to, the proceeds of the issue of the Notes.

On the Initial Execution Date each Originator will deliver to the Issuer *ad hoc* solvency and bankruptcy certificates evidencing that it is not and has not been subject to any bankruptcy proceeding and no petition for the submission to any applicable insolvency procedure has been submitted.

• Economic effects

Under the relevant Transfer Agreement, each Originator passed title to the relevant Claims to the Issuer on the Initial Execution Date. However, each Originator and the Issuer have agreed that the economic effects of the relevant Transfer Agreement will take effect as of (but excluding) the Valuation Date. Accordingly, each Originator will pay to the Issuer within the day preceding the Issue Date, an amount equal to the sum of the following:

- (i) any amount received by the relevant Originator in respect of the relevant Claims before (and including) the Valuation Date, if such amount was not correctly deducted when the outstanding principal amount of the relevant Claims was calculated as at the Valuation Date, plus any interest accrued on such amount from (and including) the Issue Date (included) to the next Interest Payment Date, at a rate equal to the weighted average of the interest rates payable on the Notes, as calculated on the Issue Date; and
- (ii) any other amount received by the relevant Originator in respect of the relevant Claims from (but excluding) the Valuation Date to (but including) the Initial Execution Date.

• Purchase Price adjustment

Each Transfer Agreement provides that if, at any time after the Initial Execution Date, it transpires that any Mortgage Loan does not meet the Criteria set out in the relevant Transfer Agreement and was therefore erroneously transferred to the Issuer, then the relevant Claim relating to such Mortgage Loan (the “**Excluded**

Claim”) will be deemed not to have been assigned and transferred to the Issuer pursuant to the relevant Transfer Agreement, and the relevant Originator will pay to the Issuer an amount equal to the sum of:

- (i) the Individual Purchase Price of the relevant Claim relating to such Mortgage Loan (as specified in schedule 1 of the relevant Transfer Agreement); 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 relevant 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 relevant Originator) after the Valuation Date in relation to such Excluded Claims.

Each Transfer Agreement further provides that if, at any time after the Initial Execution Date, it transpires that a mortgage loan which met the Criteria set out in the relevant Transfer Agreement was not included in the relevant Portfolio then the claims under such mortgage loan (the “**Additional Claim**”) shall be deemed to have been assigned and transferred to the Issuer by the relevant Originator on the Initial Execution Date. In respect of such Additional Claims, the Issuer shall pay to the relevant Originator, in accordance with the Priority of Payments, an amount equal to:

- (i) the purchase price of the Additional Claim, calculated adopting the same method used to calculate the Individual Purchase Price of the Claims (including reference to the Valuation Date); minus
- (ii) any amount collected or recovered from (and excluding) the Valuation Date onwards by the relevant Originator under the relevant Additional Claim,

(each such amount, at any time due to the relevant Originator, the “**Additional Mortgage Claims Purchase Price**”).

- **Accrued Interest Amount, Overdue Interest Amount, Deferred Interest and Suspension Interest**

Moreover, as additional consideration for the purchase of the relevant Claims, the Issuer will pay to:

- (i) C.R.Asti:
 - (a) € 79,810.67 (the “**C.R.Asti Accrued Interest Amount**”), being equal to the sum of all interest accrued but not due in respect of the C.R.Asti Claims as at the Valuation Date (inclusive);
 - (b) € 93,831.66 (the “**C.R.Asti Overdue Interest Amount**”), being equal to the sum of all interest (including default interest) due but not paid in respect of the C.R.Asti Claims as at the Valuation Date (inclusive), increased by an amount equal to Euro 39.82, corresponding to the difference between the C.R.Asti Initial Portfolio Outstanding Amount of all the C.R.Asti Mortgage Loans on the Valuation Date and the C.R.Asti Purchase Price, wholly equal to Euro 93,871.48;
 - (c) € 103,426.49 (the “**C.R.Asti Deferred Interest**”), being equal to all interest accrued, expired and deferred in respect of the C.R.Asti Claims with reference to which a suspension agreement has been executed between C.R.Asti and the relevant debtor as at the Valuation Date (inclusive); and
 - (d) € 211,994.82 (the “**C.R.Asti Suspension Interest**”), being equal to all interest accrued but not expired in respect of the C.R.Asti Claims with reference to which a suspension agreement has been executed between C.R.Asti and the relevant debtor as at the Valuation Date (inclusive);
- (i) Biver:
 - (a) € 38,088.75 (the “**Biver Accrued Interest Amount**”), being equal to the sum of all interest accrued but not due in respect of the Biver Claims as at the Valuation Date (inclusive);

- (b) € 5,956.15 (the “**Biver Overdue Interest Amount**”), being equal to the sum of all interest (including default interest) due but not paid in respect of the Biver Claims as at the Valuation Date (inclusive), increased by an amount equal to Euro 856.06, corresponding to the difference between the C.R.Asti Initial Portfolio Outstanding Amount of all the C.R.Asti Mortgage Loans on the Valuation Date and the C.R.Asti Purchase Price, wholly equal to Euro 6,812.21; and
- (c) € 835,821.36 (the “**Biver Suspension Interest**”), being equal to all interest accrued, expired and deferred and/or accrued but not expired in respect of the Biver Claims with reference to which a suspension agreement has been executed between Biver and the relevant debtor as at the Valuation Date (inclusive).

The C.R.Asti Accrued Interest Amount and the Biver Accrued Interest Amount are collectively referred to as the “**Accrued Interest Amounts**” and the C.R.Asti Overdue Interest Amount and the Biver Overdue Interest Amount are collectively referred to as “**Overdue Interest Amounts**”. The C.R.Asti Suspension Interest and the Biver Suspension Interest are collectively referred to as “**Suspension Interest**”.

The Accrued Interest Amounts, the Overdue Interest Amounts, the C.R.Asti Deferred Interest and the Suspension Interest shall be payable to the Originators in accordance with the applicable Priority of Payments commencing from the first Interest Payment Date.

- **Settlement expenses**

Each Transfer Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the relevant Originator concerning the qualification of certain claims as Excluded Claims or as Additional Claims. In such a situation the costs and fees of the deciding arbitrator, appointed pursuant to the relevant Transfer Agreement, shall be borne by the relevant Originator even if the Issuer is the succumbing party. Should the Issuer succumb, the relevant Originator shall advance to the latter the fees and costs of the deciding panel (the “**Settlement Expenses Amount**”). The Issuer shall then reimburse the Settlement Expenses Amount on the next subsequent Interest Payment Date, in accordance with the Priority of Payments.

- **Renegotiation of the Mortgage Loans**

Under each Transfer Agreement, should a Borrower request to amend the terms and/or conditions of any relevant Mortgage Loan, the relevant Originator will be entitled to renegotiate, *inter alia*:

- (i) the duration of the relevant amortisation plan agreed in the relevant Mortgage Loan agreement;
- (ii) the interest computation method originally agreed by the parties to the relevant Mortgage Loan;
- (iii) the spread on the respective interest rate applied to the relevant Mortgage Loan;
- (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 relevant Mortgage Loans in relation to which the renegotiations under (i) above has been implemented does not exceed 11 per cent. of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date;
- (b) the aggregate principal amount outstanding, as at the date of the Borrower’s request, of the relevant Mortgage Loans in relation to which the renegotiations under (ii) and (iii) above have been implemented do not exceed 12 per cent. of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date; and
- (c) the aggregate principal amount outstanding, as at the date of the Borrower’s request, of the relevant Mortgage Loans in relation to which the renegotiations under (iv) above has been implemented does

not exceed 10 per cent. of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date.

For the avoidance of doubt, the aggregate Outstanding Principal of all C.R.Asti and Biver Claims shall be considered for the calculation of the above caps.

- **Repurchase of the Claims**
- **Call Option**

Pursuant to each Transfer Agreement the relevant Originator is given the right to repurchase from the Issuer one or more of the Mortgage Loans (each the “**Claim to be Repurchased**”) if the principal total amount of the Mortgage Loans which have been already repurchased will be no higher than:

- 2% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2020;
- 4% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2021;
- 8% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2022; and
- 12% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased after 30 June 2022

(the “**Call Option**”).

For the avoidance of doubt, the aggregate Outstanding Principal of all C.R.Asti and Biver Claims shall be considered for the calculation of the above caps.

Subject to the above caps, the Call Option may be exercised by C.R.Asti and Biver in extraordinary circumstances only, in order to avoid that any client of the relevant Originator (which is also a Borrower) is treated unfavourably compared to other clients of the such Originator. In any event, each of C.R.Asti and Biver has undertaken to exercise the Call Option in a manner which will not constitute management of their respective Portfolio on a discretionary basis.

Should the relevant Originator decide to exercise the Call Option:

- the relevant Originator will notify the Issuer and the Servicer, if different from the relevant Originator, with a 3 (three) Business Days prior written notice specifying the Claim to be repurchased;
- the Issuer and the relevant Originator will enter into a purchase agreement under article 58 of the Banking Act or under article 1260 et subs. of the Italian civil code;
- the purchase price of the relevant Claim will be equal to the sum of: (i) the Outstanding Principal of the relevant Mortgage Loan as at the date of repurchase of the relevant Claim, plus (ii) the amount of interest accrued but not paid and the amount of interest that will accrue on the relevant Claim (including interest due and not paid, delay and penalty interest) pursuant to the relevant mortgage loan agreement until the date when the relevant Originator will have effectively paid the purchase price of such Claim, plus (iii) the amount of interest which will accrue on the relevant Claim from the date of repurchase to the immediately subsequent Interest Payment Date, (the “**Repurchase Price**”);
- the Repurchase Price shall be paid by the relevant Originator to the Issuer at the time of execution of the relevant purchase agreement;
- following payment of the Repurchase Price, the relevant Originator will publish the notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and will register the notice of the assignment with the competent companies’ registrar as described in the relevant Transfer Agreement or notify the transfer to the relevant debtor pursuant to article 1260 et subs. of the Italian civil code, as applicable;

- the relevant Originator shall submit, on the date of the execution of the purchase agreement, a set of documents provided for in the relevant Transfer Agreement proving the good standing of the relevant Originator (such as, amongst others, a solvency certificate).

- **Redemption of the Notes**

In addition, under each Transfer Agreement, the relevant Originator will have the right on any Interest Payment Date on which the aggregate Outstanding Principal of C.R.Asti Claims and Biver Claims is lower than, or equal to, 10% of the lower of (A) the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date and (B) the aggregate amount of the C.R.Asti Purchase Price and the Biver Purchase Price, to repurchase the relevant Claims from the Issuer. The Issuer will sell the relevant Claims to the relevant Originator *provided that* (i) the other Originator has exercised the same right; and (ii) the purchase price payable by the relevant Originator to the Issuer for the repurchase of the relevant Claims, together with the purchase price payable by the other Originator to the Issuer for the repurchase of the relevant Claims and all funds already available to the Issuer for such purpose, shall be equal to an amount which would allow the Issuer to pay: (A)(i) the Principal Amount Outstanding of the Notes on such Interest Payment Date, (ii) all interest accrued and not paid under the Notes as at such Interest Payment Date and (iii) all costs and expenses ranking in priority to, or *pari passu* with, all payments due under items (A)(i) and (A)(ii) above or (B)(i) the Principal Amount Outstanding of the Class A Notes and the Class B Notes on such Interest Payment Date, (ii) all interest accrued and not paid under the Class A Notes and the Class B 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 each Transfer Agreement, should a Borrower request the amendment of the terms and/or conditions of the relevant Mortgage Loan, the relevant Originator may unilaterally subrogate (*i.e.* replace) the Issuer in accordance with article 1202 of the Italian civil code and article 120-*quater* of the Banking Act, by granting to the relevant Borrower a 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 relevant Mortgage Loan has been formalised in writing or the Borrower has submitted to the relevant Originator a written statement issued by a bank different from the relevant Originator showing the latter's intention to unilaterally subrogate the relevant Originator in accordance with article 1202 of the Italian civil code and article 120-*quater* of the Banking Act.

Should the relevant Originator intend to consent to any one of such requests, and upon all the above conditions being satisfied, the relevant Originator will promptly communicate in writing to the Issuer and to the relevant Servicer, if different from the relevant Originator, the Claim arising from the relevant Mortgage Loan in relation to which a Borrower has requested such amendment and will carry out the subrogation.

- **Additional Provisions**

Each Transfer Agreement contains certain representations and warranties made by the relevant Originator in respect of the relevant Claims and the relevant Mortgage Loans. However, the main representations and warranties given by each Originator to the Issuer in connection with the transfer of the relevant Claims in relation to the Portfolio are contained in the relevant Warranty and Indemnity Agreement (see the “**Warranty and Indemnity Agreements**”, below).

Each Transfer Agreement provides that the representations and warranties made by the relevant Originator in respect of the relevant Claims are deemed to be given and repeated on the Initial Execution Date and on the Issue Date.

Among the representations given, each of C.R.Asti and Biver has represented and warranted, under clause 5.2 of the relevant Transfer Agreement, that it has a proven experience (in any event for a period of more than five years) in the origination and servicing of exposures similar to the relevant Claims. Each Transfer Agreement contains a number of undertakings by the relevant Originator in respect of its activities relating to the relevant Claims. Each Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant Related Security and not to assign or transfer the Claims to any third party or to create any security

interest, charge, lien or encumbrance or other right in favour of any third party in respect of the relevant Claims in the period of time between 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 assignment as described in the relevant Transfer Agreement.

- **Insurance Policies**

In connection with the Insurance Policies, each Originator has, *inter alia*, undertaken to ensure:

- (i) with reference to the collective insurance policies executed by the relevant Originator, that the relevant 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 relevant Borrowers and in respect of which the Borrowers have undertaken to pay to the relevant insurance company the relevant premia, that the Real Estate Assets will continue to have the benefit of the insurance coverage until the related Mortgage Loan is fully repaid. Thus, should a Borrower fail to pay the insurance premia as they fall due, the relevant Originator will (upon becoming aware of the Borrower's failure) make the relevant payment (the "**Insurance Premia**") to the relevant insurance company in lieu of the relevant Borrower.

Each 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 relevant Borrower, to the extent that the relevant Originator coincides with the relevant 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 relevant Borrower, by debiting the relevant current account opened by the Borrower with the relevant Originator of an amount equal to the relevant Insurance Premia thus paid by it or (b) in respect of Mortgage Loans providing for a SEPA (*Single Euro Payment Area*) or a MAV (*mediante avviso*) payment mechanism by collecting from the relevant Borrower an amount equal to the relevant Insurance Premia thus paid by the relevant Originator or (ii) the Issuer, upon the relevant Originator not coinciding with the relevant Servicer, of the Insurance Premia thus paid by it in accordance with the applicable Priority of Payments.

In addition to the above, each Originator has also undertaken, pursuant to the relevant Transfer Agreement, to transfer the benefit of the insurance policies in respect of the relevant Mortgage Loans in favour of the Issuer.

- **Payments by the Issuer**

The Additional Mortgage Claims Purchase Price (if ever due), the Accrued Interest Amounts, the Overdue Interest Amounts, the Deferred Interest, the Suspension Interest, the Settlement Expenses Amount, the Insurance Premia and any other amount owed to the Originators from time to time by the Issuer pursuant to the terms of the Transfer Agreements, with the exception of the Purchase Price, will be treated as "**Originator's Claims**" and will be paid by the Issuer to the Originators accordingly under the applicable Priority of Payments and subject to the Intercreditor Agreement commencing from the first Interest Payment Date.

The Transfer Agreements are governed by Italian law.

THE SERVICING AGREEMENTS AND THE BACK-UP SERVICING AGREEMENT

The description of the Servicing Agreements and of the Back-up Servicing Agreement set out below is a overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the relevant Servicing Agreement and of the Back-up Servicing Agreement. Prospective Noteholders may inspect a copy of each Servicing Agreement and of the Back-up Servicing Agreement upon request at the Specified Office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent.

On 7 June 2019, the Issuer appointed:

- (a) C.R.Asti (in such capacity, the “**Servicer of the C.R.Asti Portfolio**”) as servicer of the C.R.Asti Portfolio pursuant to the terms of a servicing agreement dated the Initial Execution Date between the Issuer and the Servicer of the C.R.Asti Portfolio (the “**C.R.Asti Servicing Agreement**”),
- (b) Biver (in such capacity, the “**Servicer of the Biver Portfolio**”) as servicer of the Biver Portfolio pursuant to the terms of a servicing agreement dated the Initial Execution Date between the Issuer and the Servicer of the Biver Portfolio (the “**Biver Servicing Agreement**”).

Pursuant to the terms the relevant Servicing Agreement, each of the Servicer of the C.R.Asti Portfolio and the Servicer of the Biver Portfolio has agreed to administer and service, respectively, the C.R.Asti Mortgage Loans and the Biver 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 Servicers

Each 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 6bis of the Securitisation Law, each Servicer is responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

Each Servicer has undertaken in relation to each of the relevant Mortgage Loans and related Claims, *inter alia*:

- (a) to collect the relevant Collections and to credit them (i) into an interim collection account opened in the name of the relevant Servicer exclusively for the Securitisation by no later than 10 a.m. (Milan time) of the Business Day immediately following the receipt of the relevant Collection, and then 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 relevant Servicing Agreement and the relevant collection policy described in “The Credit and Collection Policies” (the “**Collection Policy**”);
- (c) to carry out the administration and management of such Claims and to manage any possible legal proceedings (*procedura giudiziale*) against the relative Borrower or related guarantor in respect thereof, if any (the “**Judicial Proceedings**”), and any possible bankruptcy or insolvency proceedings against any Borrower (the “**Debtor Insolvency Proceedings**”, and, together with the Judicial Proceedings, the “**Proceedings**”);
- (d) to initiate any Proceedings in respect of such Claims, if necessary;
- (e) to comply with any requirements of laws and regulations applicable in the Republic of Italy in carrying out the activities under the relevant Servicing Agreement;
- (f) to maintain effective accounting and auditing procedures so as to ensure compliance with the provisions of the relevant Servicing Agreement;
- (g) save where otherwise provided for in the relevant Collection Policy or other than in certain limited circumstances specified in the relevant Servicing Agreement, not to consent to any waiver or cancellation of or other change prejudicial to the Issuer’s interests in or to such Claims, the mortgage

and any other real or personal security or remedy under or with respect to such 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 relevant Claims and an adequate database maintenance system as provided for under any laws relating to money laundering, by keeping and maintaining any books, records, documents, magnetic media and IT systems as may be useful for, or relevant to, the implementation of a data disclosure system to permit the Issuer to operate in full compliance with all applicable laws and regulations in matters of supervision, reporting procedures or money laundering;
- (i) interpret, consider and manage autonomously any issue arising out of the application of the Usury Law from time to time. Each Servicer has undertaken, in carrying out such tasks and its functions pursuant to the relevant Servicing Agreement, and in particular in the collection of the relevant Claims, not to breach the Usury Law;
- (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 relevant Claims and all the other amounts which are to be paid for any reason whatsoever in connection with the relevant Claims (including, without limitation, records which make it possible to identify the nature of any payment and the precise allocation of payment and collected amounts to capital and interest), and (ii) in order to check the amount of all the relevant Collections received; and
- (k) on the first convenient opportunity after the date on which the transfer of the relevant 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 each Assigned Debtor, to the extent that such notice is required under the law and regulatory provisions from time to time applicable.

Pursuant to each Servicing Agreement, as far as it results in an advantage for the Noteholders and provided the conditions set forth in the relevant Servicing Agreement are met, the relevant Servicer may sell to third parties, on behalf and in the name of the Issuer, one or more Claims of the relevant Portfolio which have become Defaulted Claims.

The Issuer and the Representative of the Noteholders have the right to inspect and copy the documentation and records relating to the relevant Claims in order to verify the activities undertaken by each Servicer pursuant to the relevant Servicing Agreement, *provided that* the relevant Servicer has been informed at least two Business Days in advance of any such inspection.

Pursuant to the terms of each Servicing Agreement, the relevant Servicer will indemnify the Issuer from and against any and all damages and losses incurred or suffered by the Issuer as a consequence of a default by the relevant Servicer of any obligation of the relevant Servicer under the relevant Servicing Agreement.

Each Servicer has acknowledged and accepted that, pursuant to the terms of the relevant Servicing Agreement, it will not have any recourse against the Issuer for any damages, claims, liabilities or costs incurred by it as a result of the performance of its activities under the relevant Servicing Agreement except as may result from the Issuer's wilful default (*dolo*) or gross negligence (*colpa grave*).

Each Servicer has undertaken to service the relevant Borrowers on the basis of the same criteria applied to their respective clients.

- **Other provisions**

Under certain circumstances and within the limits of 4 per cent. of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date (including also the Claims of the other Servicer), each Servicer may agree to enter into any agreements with the relevant Borrowers, such as *accollo liberatorio* arrangements according to which the relevant Borrower is replaced with a different borrower *provided that* a further credit assessment of such new borrower is conducted by the relevant Servicer in accordance with the lending criteria originally utilised to determine the creditworthiness of the replaced Borrower.

Following the classification of a relevant Claim as Defaulted Claim, each Servicer, subject to certain conditions set out in the relevant Servicing Agreement, may also enter into settlement agreements (as an alternative to the judicial proceedings against the relevant Borrower) in the context of which it may modify the original amortising plan and discharge the relevant Borrower in relation to a portion of the amount still due.

Ultimately, each Servicer may, if the sale of Defaulted Claims procures an advantage to the Noteholders, sell the Defaulted Claims of the relevant Portfolio at a price indicated under the relevant Servicing Agreement subject however to certain other conditions set out in the same Servicing Agreement.

Each 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 each Servicing Agreement. In particular, each 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.

- **Reporting requirements**

C.R.Asti as Servicer of the C.R.Asti Portfolio has undertaken to prepare and submit to the Arranger, the Representative of the Noteholders and the Issuer, on each Reporting Date, the C.R.Asti Servicer Report in the form set out in the C.R.Asti Servicing Agreement and which will contain information as to the C.R.Asti Portfolio and any C.R.Asti Collections in respect of the preceding Collection Period.

Biver as Servicer of the Biver Portfolio has undertaken to prepare and submit to C.R.Asti, the Arranger, the Representative of the Noteholders and the Issuer, on each Reporting Date, the Biver Servicer Report in the form set out in the Biver Servicing Agreement and containing information as to the Biver Portfolio and any Biver Collections in respect of the preceding Collection Period.

Starting from the Initial Execution Date and until the effective date of the extraordinary transaction between Biver and C.R.Asti (the “**Aggregation Date**”), C.R.Asti has undertaken to prepare and submit to the Computation Agent, the Rating Agencies, the Arranger, the Representative of the Noteholders and the Issuer, by no later than the second Business Day following each Reporting Date, reports (each, a “**Consolidated Servicer Report**”) in the form set out in the C.R.Asti Servicing Agreement and containing information as to the Portfolio and any Collections in respect of the preceding Collection Period. The undertaking of C.R.Asti to prepare the Consolidated Servicer Report (i) is subject to the actual receipt by C.R.Asti of the Biver Servicer Report, (ii) consists of the mere aggregation of the data and information owned by C.R.Asti with the data and information provided by Biver in the Biver Servicer Report and (iii) does not bind C.R.Asti to verify the data and information contained in the Biver Servicer Report, which is prepared by Biver on its own and exclusive liability. Pursuant to the Biver Servicing Agreement, Biver has undertaken to indemnify and hold harmless C.R.Asti in respect of any damage, higher cost or expense which it may incur by reason of (i) failure by Biver to prepare and submit to C.R.Asti the Biver Servicer Report and (ii) non accuracy and/or truthfulness of the data and information contained in the Biver Servicer Report, to the extent that such damages, higher costs or expenses are not the consequence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) of C.R.Asti.

Starting from the first Reporting Date following the Aggregation Date, C.R.Asti has undertaken to prepare and deliver to the SPV, the Arranger and the Representative of the Noteholders a report relating to the activity carried out by C.R.Asti as servicer in the immediately preceding Collection Period with reference to the C.R.Asti Claims and the Biver Claims, in the form set out in the C.R.Asti Servicing Agreement and containing all the information relating to the Claims required in order to comply with any applicable law (the “**Post-Aggregation C.R.Asti Report**”).

Moreover, each Servicer has undertaken to furnish, in a reasonable time taking into consideration the nature of the relevant request, to the Issuer, the Rating Agencies, the Representative of the Noteholders and the Computation Agent such further information as the Issuer and/or the Computation Agent and/or the Rating Agencies and/or the Representative of the Noteholders may reasonably request with respect to the relevant Claims and/or the related Proceedings.

- **Remuneration of the Servicers**

In return for the services provided by each Servicer in relation to the ongoing management of the relevant Portfolio, on each Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay

to each of (i) the Servicer of the C.R.Asti Portfolio and (ii) the Servicer of the Biver Portfolio the servicing fee which is comprised of the following amounts (each inclusive of VAT, if applicable):

- (a) for collection activities, an amount equal to 0.1 per cent. on an annual basis of the Outstanding Principal of the Claims of the relevant Portfolio (excluding the Defaulted Claims of the relevant Portfolio) as at the last day of the immediately preceding Collection Period;
- (b) for recovery activities, an amount equal to the sum of: (i) 0.2 per cent. on an annual basis of Collections relating to Defaulted Claims of the relevant Portfolio, collected during the immediately preceding Collection Period; and (ii) a one-time fee of € 75 for each Claim of the relevant Portfolio qualified as Defaulted Claim for the first time during the immediately preceding Collection Period; and
- (c) for consulting and technical assistance an amount equal to € 10,000.00 (exclusive of VAT) on an annual basis.

“**C.R.Asti Defaulted Claims**” means any C.R.Asti Claim under which there are at least 15 (fifteen) Unpaid Instalments (in case of monthly payment) or at least 3 (three) Unpaid Instalments (in case of semi-annual payment) or which is classified as defaulted (*crediti in sofferenza*) by the Servicer of the C.R.Asti Portfolio on behalf of the Issuer in accordance with the Bank of Italy’s supervisory regulations.

“**Biver Defaulted Claims**” means any Biver Claim under which there are at least 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 (*crediti in sofferenza*) by the Servicer of the Biver Portfolio on behalf of the Issuer in accordance with the Bank of Italy’s supervisory regulations.

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

“**Unpaid Instalment**” means an instalment which, at a given date, is due but not fully paid and remains such for at least 20 (twenty) days, following the date on which it should have been paid under the terms of the relevant 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

Each Servicer has agreed that the obligations of the Issuer under the relevant Servicing Agreement are subordinated and limited recourse obligations and will be payable only in accordance with the applicable Priority of Payments.

Termination and resignation of the Servicers and withdrawal of the Issuer

The Issuer may terminate the appointment of each Servicer (*revocare il mandato*), pursuant to article 1725 of the Italian civil code, or withdraw from the relevant Servicing Agreement (*recesso unilaterale*), pursuant to article 1373 of the Italian civil code, upon the occurrence of one of any of the following events:

- (a) the Bank of Italy has proposed to the Minister of Economy and Finance to admit the relevant Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency of the relevant Servicer has been filed with the competent office or the relevant Servicer has been admitted to the procedures set out in articles 70 and followings or 76 of the Banking Act, or a resolution is passed by the relevant 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 relevant Servicer to deliver and pay any amount due under the relevant Servicing Agreement within 5 Business Days from the date of which the relevant delivery or payment became due;
- (c) failure on the part of the relevant Servicer, once a 10-Business Day notice period has elapsed, to observe or perform in any respect any of its obligations under the relevant Servicing Agreement, the

relevant Warranty and Indemnity Agreement, the relevant Transfer Agreement or any of the Transaction Documents to which the relevant Servicer is a party which could affect the fiduciary relationship between the relevant Servicer and the Issuer;

- (d) a representation given by the relevant Servicer pursuant to the terms of the relevant Servicing Agreement is verified to be false or misleading in any material aspect and this could have a material negative effect on the Issuer and/or the Securitisation;
- (e) the relevant Servicer changes significantly the departments and/or the resources in charge of the management of the relevant Claims and the relevant Proceedings and such change reasonably renders more burdensome to the relevant Servicer the fulfilment of its obligations under the relevant Servicing Agreement;
- (f) the relevant Servicer no longer complies with the requirements set forth by the law and the Bank of Italy's regulations with respect to entities carrying out servicing activities.

The Issuer is also entitled to rescind (*risolvere*) the relevant Servicing Agreement pursuant to article 1456, second paragraph, of the Italian civil code upon the occurrence of one of any of the following events:

- (a) failure on the part of the relevant Servicer to deliver and pay any amount due under the relevant Servicing Agreement within 5 Business Days from the date on which the relevant delivery or payment became due;
- (b) failure on the part of the relevant Servicer, once a 10-day notice period has elapsed, to observe or perform in any respect certain obligations listed in the relevant Servicing Agreement;
- (c) a representation given by the relevant Servicer pursuant to the terms of the relevant Servicing Agreement is verified to be false or misleading in any material aspect and this could have a material negative effect on the Issuer.

The Issuer is obliged to notify the relevant Servicer of its intention to terminate or to rescind the relevant Servicing Agreement with prior written notice to the Representative of the Noteholders and to the Rating Agencies.

Moreover, each Servicer is entitled to resign from the relevant Servicing Agreement at any time after a 12-month period has elapsed from the Initial Execution Date by giving at least 6 months' prior written notice to that effect to the Issuer, the Representative of the Noteholders and the Rating Agencies. Following the resignation of the relevant Servicer, the Issuer shall promptly commence procedures necessary to appoint a substitute servicer.

The termination and the resignation of the relevant Servicer shall become effective after 5 Business Days have elapsed from the date specified in the notice of the termination or of the resignation, or from the date, if subsequent, of the appointment of the substitute servicer.

Pursuant to the terms of a back-up servicing agreement (the “**Back-up Servicing Agreement**”), 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 C.R.Asti Servicing Agreement and/or the Biver Servicing Agreement in the event of C.R.Asti and/or Biver, as the case may be, ceasing to act as Servicer of the C.R.Asti Portfolio and/or Servicer of the Biver Portfolio, as the case may be, under the relevant Servicing Agreement.

Without prejudice to the Back-up Servicer's undertakings under the Back-up Servicing Agreement, the Issuer may appoint a substitute servicer, only with (i) the prior written approval of the Representative of the Noteholders, and (ii) the prior written notice to the Rating Agencies. The substitute servicer shall be:

- (a) the Back-up Servicer; or
- (b) a bank operating for at least 5 years and having one or more branches in the territory of the Republic of Italy; or

- (c) a financial intermediary registered pursuant to article 106 of the Banking Act operating and having one or more branches in the territory of the Republic of Italy, which has, *inter alia*, software that is compatible with the management of the Mortgage Loans.

The Servicing Agreements further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the relevant Servicer concerning the termination of the appointment of the relevant Servicer. In such a situation the costs and fees of the deciding arbitrator, appointed pursuant to the relevant Servicing Agreement, shall be borne by the relevant Servicer.

Upon termination of appointment of the relevant Servicer, the substitute servicer must execute a servicing agreement with the Issuer substantially in the form of the relevant Servicing Agreement and must accept all the provisions and obligations set out in the Intercreditor Agreement.

Both the Servicing Agreements and the Back-up Servicing Agreement are governed by Italian law.

THE WARRANTY AND INDEMNITY AGREEMENTS

The description of the Warranty and Indemnity Agreements set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of the relevant Warranty and Indemnity Agreement. Prospective Noteholders may inspect a copy of each Warranty and Indemnity Agreement upon request at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent.

On 7 June 2019, the Issuer, on the one hand, C.R.Asti and Biver, on the other hand, entered into separate warranty and indemnity agreements (collectively, the “**Warranty and Indemnity Agreements**”), pursuant to which C.R.Asti and Biver, respectively, have made certain representations and warranties and agreed to give certain indemnities in favour of the Issuer in relation to, respectively, the C.R.Asti Portfolio and the Biver Portfolio.

Each Warranty and Indemnity Agreement contains representations and warranties by the relevant Originator in respect of, *inter alia*, the following:

1. the relevant Mortgage Loans, the relevant Claims, the relevant Mortgages and any collateral security related thereto and transferred to the Issuer pursuant to the relevant Transfer Agreement (the “**Related Security**”);
2. the real estate assets which have been mortgaged to secure the relevant Claims (the “**Real Estate Assets**”);
3. the disclosure of information; and
4. the Securitisation Law and article 58 of the Banking Act.

Amongst others, each Originator has represented and warranted that, as at the Initial Execution Date and the Issue Date, each Claim is fully and unconditionally owned and available to the relevant Originator and 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. In addition to that, each Originator has represented and warranted that on the Initial Execution Date the relevant Claims are homogeneous, the Mortgage Loans have been granted in the Originators' ordinary course of business and on the basis of an assessment of the borrower's creditworthiness and, on the basis of the relevant Originator's applicable credit policies, the real estate assets which have been mortgaged have been classified as "residential". In addition to that, each 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 relevant 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.

Each Originator has represented and warranted, amongst others, that the relevant 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, each 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, each Originator has represented and warranted that (1) the purchase price of the Claims received by each of them, as determined in accordance with the relevant Transfer Agreement and on the basis of the payment conditions and mechanisms set forth therein, is equal to the effective value of the relevant Claims owned by each Originator *vis-à-vis* the relevant underlying Borrowers and (2) each loan agreement from which the relevant Claims arise has been entered into and each relevant loan has been made available by the relevant Originator in compliance with the relevant “*Procedura di Erogazione*” attached as schedule 2 to the relevant Warranty and Indemnity Agreement.

- *Time for making representations and warranties*

All representations and warranties set forth in the Warranty and Indemnity Agreements shall be deemed to be given or repeated:

- (a) on the date of the relevant Warranty and Indemnity Agreement;
- (b) on the Initial Execution Date; and
- (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 each Warranty and Indemnity Agreement, the relevant Originator has agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, fees and legal expenses as well as any VAT if applicable) awarded against or incurred by the Issuer or any of the other foregoing persons arising from, *inter alia*, any default by the relevant Originator in the performance of any of its obligations under the relevant Warranty and Indemnity Agreement or any of the other Transaction Documents or any representations and/or warranties made by the relevant Originator thereunder or being false, incomplete or incorrect.

Each Originator has also agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against or incurred by it arising out of, *inter alia*, the application of the Usury Law to any interest accrued on any 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 relevant Originator's obligation to indemnify the Issuer shall also cover the amount of any interest (including default interest) which would have accrued on such Mortgage Loans (in any case within the limits set by the Usury Law) up to full repayment of the same.

Moreover, each Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the relevant Originator under the relevant Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more relevant Claims or the interest of the Issuer in such Claims, and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the relevant Originator within a period of 30 (thirty) Business Days from receipt of a written notice from the Issuer to that effect (the "**Cure Period**"), the Issuer has the option, pursuant to article 1331 of the Italian civil code, to assign and transfer to the relevant Originator all of the relevant Claims affected by any such misrepresentation or breach (the "**Affected Claims**"). The Issuer will be entitled to exercise the put option by giving to the relevant Originator, at any time during the period commencing on the Business Day immediately following the last day of the Cure Period and ending on the day which is 180 days after such Business Day, written notice to that effect (the "**Put Option Notice**").

The relevant Originator will be required to pay to the Issuer, within 15 Business Days from the date of receipt by the relevant Originator of the Put Option Notice, an amount equal to:

- (a) the Individual Purchase Price of the Affected Claims (as indicated in the relevant Transfer Agreement); 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 relevant 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 relevant Originator) after the Valuation Date in relation to such Affected Claims.

Each Warranty and Indemnity Agreement provides that, notwithstanding any other provision of such agreement, the obligations of the Issuer to make any payment thereunder shall be equal to the lesser of the nominal amount of such payment and the amount which may be applied by the Issuer in making such payment in accordance with the Priority of Payments. Each Originator acknowledges that the obligations of the Issuer contained in the relevant Warranty and Indemnity Agreement will be limited to such sums as aforesaid and that it will have no further recourse to the Issuer in respect of such obligations.

The Warranty and Indemnity Agreements are governed by Italian law.

THE OTHER TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is an overview of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of such Transaction Documents. Prospective Noteholders may inspect a copy of such Transaction Documents upon request at the Specified Office of the Representative of the Noteholders and at the Specified Offices of the Italian Paying Agent.

- **The Corporate Services Agreement**

Under a corporate services agreement dated the Signing Date between the Issuer, the Corporate Servicer and the Representative of the Noteholders (the “**Corporate Services Agreement**”), the Corporate Servicer has agreed to provide certain corporate administration and management services to the Issuer. The services will include the safekeeping of the documents pertaining to the meetings of the Issuer’s quotaholders, directors and auditors and of the Noteholders, preparing tax and accounting records, preparing the Issuer’s annual financial statements and liaising with the Representative of the Noteholders.

Under the terms of the Corporate Services Agreement in the event of a termination of the appointment of the Corporate Servicer for any reason whatsoever, the Issuer shall appoint a substitute Corporate Servicer.

The Corporate Services Agreement is governed by Italian law.

- **The Intercreditor Agreement**

Pursuant to an intercreditor agreement dated the Signing Date between the Issuer, the Representative of the Noteholders, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank, C.R.Asti (in any capacity), Biver (in any capacity), the Corporate Servicer, 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 11(b) (*Restrictions on disposal of Issuer’s assets*), deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments.

Pursuant to the Intercreditor Agreement, each of C.R.Asti and Biver will act as Reporting Entity in relation to the C.R.Asti Claims and the Biver Claims, respectively, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation. Further to the above, Biver has designated C.R.Asti as its agent with regard to the reporting obligations under Clause 11 of the Intercreditor Agreement, without prejudice to its qualification and responsibility as Reporting Entity in relation to the Biver Claims under the EU Securitisation Regulation and relevant Regulatory Technical Standards.

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 on the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu), 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.

Each of C.R.Asti and Biver 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 each 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 Bloomberg platform, pursuant to article 22, paragraph 3 of the EU Securitisation Regulation.

C.R.Asti will, also on behalf of Biver, 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 and up until the Aggregation Date, C.R.Asti as Servicer will, also on behalf of Biver, by no later than the month following each Interest Payment Date, prepare a report containing the information on the C.R.Asti Claims and the Biver 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. The Loan by Loan Report will be prepared by means of aggregation of the data and information provided by Biver as servicer of the Biver Claims pursuant to the Biver Servicing Agreement and communicated to C.R.Asti. The obligation of C.R.Asti to prepare the Loan by Loan Report will be conditional upon the actual receipt of the aforementioned data and information by Biver, will consist in the mere aggregation of the data and information in its possession with those received from Biver and will not imply in any case the verification of the correctness and truthfulness of the data and information transmitted by Biver. In this regard, Biver hereby assumes the obligation to indemnify and hold C.R.Asti harmless with reference to any harmful consequence, higher cost or expense which may derive to C.R.Asti (i) from any contractual default by Biver pursuant to the Biver Servicing Agreement in relation to the obligation to prepare and communicate to C.R.Asti the data and information necessary to prepare the Loan by Loan Report and (ii) from the incorrectness and/or untruthfulness of the aforementioned data and information, with the exclusion of the harmful consequences, higher costs or expenses deriving from fraud or gross negligence of C.R.Asti itself. Starting from the first Interest Payment Date following the Aggregation Date, C.R.Asti as Servicer will prepare and communicate to the entities indicated above and according to the timing provided for therein the Loan by Loan Report containing the information relating to the C.R.Asti Claims and the Biver Claims relating to the immediately preceding Collection Period.

Each of C.R.Asti and Biver Entity, 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 not registered in accordance with article 10 of the EU Securitisation Regulation, but meets the requirements set out in article 7, paragraph 2, fourth sub-paragraph, of the EU Securitisation Regulation, as referred to in the European DataWarehouse’s press release published at https://eurodw.eu/wp-content/uploads/0_2018_NOVEMBER_European-DataWarehouse-Offers-Website-Which-Adheres-to-Standards-Outlined-in-the-Securitisation-Regulation.pdf.

Finally under the Intercreditor Agreement each Originator has undertaken to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant Related Security or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the relevant Claims after the date on which the transfer

formalities envisaged in the relevant 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 Bertolucci (the “**Quotaholder's Commitment**”) contains, *inter alia*, provisions in relation to the management of the Issuer.

The Quotaholder's Commitment also provides that Stichting Bertolucci will not approve payment of any dividends or any repayment or return of capital by the Issuer prior to the date on which all amounts of principal and interest on the Notes have been paid in full.

The Quotaholder's Commitment is governed by Italian law.

- **The Subordinated Loan Agreement**

Pursuant to the terms of a subordinated loan agreement dated the Signing Date (the “**Subordinated Loan Agreement**”) between the Issuer, the Representative of the Noteholders, C.R.Asti and Biver (in such capacity, collectively, the “**Subordinated Loan Providers**” and, any of them, a “**Subordinated Loan Provider**”):

- (a) C.R.Asti has agreed to grant to the Issuer a subordinated loan in an amount equal to €15,581,265 (the “**C.R.Asti Subordinated Loan**”); and
- (b) Biver has agreed to grant to the Issuer a subordinated loan in an amount equal to €2,268,735 (the “**Biver Subordinated Loan**” and, together with the C.R.Asti Subordinated Loan, the “**Subordinated Loans**”).

The Subordinated Loans will be repaid in accordance with the applicable Priority of Payments. The Subordinated Loans will be drawn down by the Issuer on the Issue Date and immediately credited to the Cash Reserve Account except for €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, Cassa di Risparmio di Asti S.p.A. and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. (in such capacity, the “**Financing Banks**”), the Financing Banks have 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 Agreements;

- (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 Originators) who provides any services in relation to any of the Transaction Documents.

In addition, the Financing Banks have 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 Banks are 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 any of C.R.Asti and Biver 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 Wilmington Trust SP Services (London) 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 THE CLASS B NOTES AND ASSUMPTIONS

The estimated weighted average life of the Class A Notes and Class B 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 Class B 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 Consolidated Servicer Report Delivery Failure Event occur;
- (iv) the Originators will not exercise the rights of renegotiation, repurchase right and subrogation (*surrogazione*) in respect of the relevant Claims and/or the relevant Mortgage Loans provided for under clause 10, clause 11 and clause 12 of the relevant Transfer Agreement;
- (v) the Issuer will not exercise the option to redeem the Notes pursuant to Condition 7(c) (*Optional redemption of the Notes*) and/or to Condition 7(d) (*Optional redemption for taxation, legal or regulatory reasons*) occur in respect of the Notes;
- (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 fees and the costs payable under the Transaction Documents by the Issuer in connection with the Securitisation under the items from (i) to (iv) of the Pre-Enforcement Priority of Payments have been included.

The actual performance of the Mortgage Loans are 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 tables.

<u>Class A Notes</u>	
Constant Prepayment Rate (% per annum)	Estimated Weighted Average Life (years)
0.0%	[6.78]
2.0%	[5.78]
4.0%	[5.01]
5.0%	[4.69]
6.0%	[4.41]

<u>Class B Notes</u>	
Constant Prepayment Rate (% per annum)	Estimated Weighted Average Life (years)
0.0%	[14.57]
2.0%	[13.15]
4.0%	[11.90]
5.0%	[11.33]
6.0%	[10.81]

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 taxation are based on the laws in force in Italy and Italian practice as at the date of this Prospectus and are subject to any changes in law and Italian practice occurring after such date, which changes could be made on a retroactive basis. The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. This overview will not be updated by the Issuer after the Issue Date to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this overview could become invalid.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

- **Tax treatment of the Notes**

Italian legislative decree No. 239 of 1 April 1996, as subsequently amended (“**Decree 239**”), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by Italian companies incorporated pursuant to Law No. 130 of 30 April 1999.

- **Italian resident Noteholders**

Where an Italian resident Noteholder is (i) an individual (unless he has opted for the application of the *risparmio gestito* regime – see under “Capital gains tax” below – where applicable); (ii) a partnership (other than *società in nome collettivo*, *società in accomandita semplice* or a similar partnership), *de facto* partnerships not carrying out commercial activities and professional associations; (iii) a public and private entity (other than a company) and trust not carrying out commercial activities; or (iv) an investor exempt from Italian corporate income taxation, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Notes, accrued during the relevant holding period, are subject to an *imposta sostitutiva*, levied at the rate of 26 per cent. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

If the Noteholders described under (i) or (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and may be deducted from the income tax due.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy, to which the Notes are effectively connected, of a non-Italian resident entity and the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder’s income tax return and are therefore subject to ordinary Italian corporate taxation (and, in certain circumstances, depending on the “status” of the Noteholder, also to IRAP – the regional tax on productive activities).

Where the Noteholder is an Italian S.I.I.Q. (*società di investimento immobiliare quotata*), the ordinary tax regime of Italian companies will apply to any interest (including the difference between the redemption amount and the issue price), premium or other income from the Notes; thus, if the Notes are deposited with an authorised Italian intermediary interest (including the difference between the redemption amount and the issue price), premium and other income from the Notes will not be subject to *imposta sostitutiva* and will be included in the taxable income of the Noteholder subject to ordinary Italian corporate taxation.

Subject to certain conditions and limitations (including a minimum holding period 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 in article 1, paragraphs 100-114, of Law No. 232 of 11

December 2016 (the “**Budget Act 2017**”) and in Art. 1, paragraphs 211-215 of Law no. 145 of 30 December 2018 (the “**Budget Act 2019**”) as implemented by the Ministerial Decree 30 April 2019.

Payments of interest (including the difference between the redemption amount and the issue price), premium or other proceeds in respect of the Notes, deposited with an authorised intermediary, made to Italian resident real estate investment funds established pursuant to article 37 of legislative decree No. 58 of 24 February 1998 (“**Decree 58**”) or pursuant to article 14-*bis* of law No. 86 of 25 January 1994 set up starting from 26 September 2001, as well as real estate funds incorporated before 26 September 2001, the managing company of which has so requested by 25 November 2001 (the “**Italian Real Estate Fund**”), are subject neither to substitute tax nor to any other income tax in the hands of the real estate investment fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by Italian Real Estate Funds or upon redemption of the units. In certain cases a tax transparency regime may apply in respect of certain categories of investors in the Real Estate Funds owning more than 5 per cent. of the fund’s units.

Pursuant to article 9 of legislative decree No. 44 of 4 March 2014, the same regime applicable to Italian Real Estate Funds also applies to *società di investimento a capitale fisso* exclusively or primarily investing in real estate in the measures provided under the applicable implementing regulations (“**Real Estate SICAF**”).

Where an Italian resident Noteholder is an open-ended or a closed-end investment fund (“**Investment Fund**”), a *società di investimento a capitale variabile* (“**SICAV**”) or a *società di investimento a capitale fisso* not exclusively or primarily investing in real estate (“**SICAF**”) and either (i) the Fund, the SICAV, the SICAF or (ii) its manager is subject to the supervision of a regulatory authority and (ii) the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Notes will not be subject to *imposta sostitutiva*. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by the Investment Fund, the SICAV or the SICAF to certain categories of investors or upon redemption or disposal of their units or shares.

Where an Italian resident Noteholder is a pension fund subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005, as subsequently amended (“**Pension Fund**”) and the Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the portfolio accrued at the end of the tax period, to be subject to an 20 per cent. substitute tax. Subject to certain conditions (including a 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 in Art. 1, paragraphs 100-114 of Budget Act 2017 and in Art. 1, paragraphs 211-215 of Budget Act 2019, as implemented by the Ministerial Decree 30 April 2019.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (“**SIMs**”), fiduciary companies, *società di gestione del risparmio* (“**SGRs**”), stockbrokers and other entities identified by a decree of the Ministry of Finance (each an “**Intermediary**”).

An Intermediary must (i) be resident in Italy or a permanent establishment in Italy of a non-Italian resident financial intermediary; and (ii) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change in the ownership of the relevant Notes or a transfer of the Notes to another deposit or account held with the same or another Intermediary.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied in any case and withheld by the intermediary paying interest to a Noteholder (or by the Issuer, should the interest be paid directly by the latter).

- **Non-Italian resident Noteholders**

Where the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies, provided that the non-Italian resident beneficial owner is either (i) resident, for tax purposes, in a country which allows for a satisfactory

exchange of information with Italy (the “**White List States**”); (ii) an international body or entity set up in accordance with international agreements which has entered into force in Italy; (iii) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) an institutional investor which is incorporated in a White List State, even if it is not a taxable person in its own country.

White List States are currently identified by Ministerial decree of 4 September 1996, as amended and supplemented from time to time. Such a list is expected to be updated each six months; countries can be removed from the list if their tax authorities consistently do not cooperate with the Italian tax authorities on the exchange of tax information.

In order to ensure gross payment, non-Italian resident Noteholders 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 (i) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance or a non-resident entity or company which has an account with a centralised clearance system which has a direct relationship with the Italian Ministry of Economy and Finance; and (ii) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked and in which the Noteholder declares itself to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is requested neither for the international bodies or entities set up in accordance with international agreements which have entered into force in Italy, nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by the Ministerial Decree dated 12 December 2001, as subsequently amended and supplemented. 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 (ii) 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.

- **Capital gains tax**

Italian resident Noteholders

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the “status” of the Noteholder, also as part of the net value of production for IRAP purposes) if realised by (a) Italian resident companies; (b) Italian resident commercial entities; (c) permanent establishments in Italy of foreign corporations 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-commercial partnership, (iii) a non-commercial 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 to Legislative Decree No. 461 of 21 November 1997 (“**Decree 461**”). Noteholders may set off losses with gains.

In respect of the application of the *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for Italian resident 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; and (ii) an express election for the *risparmio amministrato* regime being made timely and punctually in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes, net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised by Italian resident 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 against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in its annual tax return.

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 in article 1, paragraphs 100-114, of Budget Act 2017 and in Art. 1, paragraphs 211-215 of the Budget Act 2019 as implemented by the Ministerial Decree 30 April 2019.

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 or redemption of the units or the shares (where the item of income realised by the participants may include the capital gains on the Notes). In certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund and Real Estate SICAF owning more than 5 per cent. of the units or the shares.

Any capital gains realised by a Noteholder which is an Investment Fund, a SICAV or a SICAF will not be subject neither to substitute tax nor to any other income tax in the hands of the Investment Fund, the SICAV or a SICAF. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by the Investment Fund, SICAV or a SICAF to certain categories of investors or upon redemption or disposal of their units or shares.

Any capital gains realised by a Noteholder which is Pension Fund (subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005, as subsequently amended) will be included in the result of the portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. 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 in Art. 1, paragraphs 100-114 of Budget Act 2017 and in Art. 1, paragraphs 211-215 of Budget Act 2019, as implemented by the Ministerial Decree 30 April 2019.

Non Italian resident Noteholders

The 26 per cent. final “*imposta sostitutiva*” on capital gains may be payable on capital gains realised upon sale for consideration or redemption of the Notes by non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected, if the Notes are held in Italy.

However, any capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected through the sale for consideration or redemption of the Notes are exempt from taxation in Italy if the Notes are listed on a regulated market in Italy or abroad and, in certain cases, subject to timely filing of required documentation (in particular, a self-declaration not to be resident in Italy for tax purposes), even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty.

In case the Notes are not listed on a regulated market in Italy or abroad, pursuant to the provisions of article 5 of Decree 461, non-Italian resident beneficial owners of the Notes without a permanent establishment in Italy to which the Notes are effectively connected are exempt from “*imposta sostitutiva*” in Italy on any capital gains realised, upon sale for consideration or redemption of the Notes, if they are resident, for tax purposes, in a White List State as defined above.

In such case, if non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected hold the Notes with an Italian authorised financial intermediary, in order to benefit from exemption from Italian taxation on capital gains, such non-Italian residents may be required to timely file with the authorised financial intermediary an appropriate self-declaration stating they are resident for tax purposes in a White List State.

Exemption from Italian “*imposta sostitutiva*” on capital gains realised upon disposal of Notes not listed on a regulated market also applies to non-Italian residents who are (i) international bodies and organisations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in White List States, even if they are not taxable persons in their own country 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 Asset Management Option 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,), 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.

As from January 1, 2017, (i) the segregation of rights and assets (including the Notes) 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) the earmarking of the assets under article 2645-ter of the Italian civil code, will be exempt from the Italian inheritance and gift tax if the aforementioned deeds are exclusively made in 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.

With respect to Notes listed on a regulated market, the value for inheritance and gift tax purposes is the average trading price of the last quarter preceding the date of the succession or of the gift (including any accrued interest).

Moreover, an anti-avoidance rule is provided for in case of gift of assets, such as the Notes, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by article 5 of legislative Decree 461. In particular, if the donee sells the Notes for consideration within five years from their receipt as a gift, the donee is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

- **Transfer tax**

Contracts relating to the transfer of securities are subject to the registration tax as follows:

- (i) public deeds and notarised deeds are subject to fixed registration tax at rate of €200;
- (ii) private deeds (*scritture private non autenticate*) are subject to registration tax only in case of (a) voluntary registration, or (b) in case of cross reference in a deed, agreement or other document entered into, executed or signed by the same parties thereto and registered with the competent Registration Tax Office or in a judicial decision (*enunciazione*), or (c) in case of use. According to article 6 of the Presidential Decree No. 131 of 26 April 1986, a “case of use” would occur if the relevant document is deposited with a central or local government office or with a court chancery in connection with an administrative procedure.

- **Stamp duty**

Law decree No. 201 of 6 December 2011 (“**Decree 201**”), converted into law with amendments by law No. 214 of 22 December 2011, has replaced the paragraphs 2-*bis* and 2-*ter* and related Notes (3-*bis* and 3-*ter*) of article 13 of the Tariff annexed to the stamp duty law approved by Presidential decree No. 642 of 26 October 1972.

Pursuant to Decree No. 201, 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 nor the deposit nor the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable *pro-rata*. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 30 September 2016, as subsequently amended and restated) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

- **Wealth tax on securities deposited abroad**

Pursuant to article 19, paragraphs 18-23, of Decree 201, Italian resident individuals holding certain financial products – including the Notes – outside the Italian territory are required to pay a wealth tax at a rate of 0.2 per cent.

Such a tax is calculated on the fair market value of the Notes at the end of the relevant year or, in the case the fair market value cannot be determined, on their nominal values or redemption values, or in the case the face or redemption values cannot be determined, on the purchase value of any financial products (including banking bonds, “*obbligazioni*” and the Notes) held abroad by Italian resident individuals. If the financial products are no longer held on 31 December of the relevant year, reference is made to the value in the period of ownership. The tax is determined in proportion to the period of ownership. A tax credit is generally granted for any foreign property tax levied abroad on such financial assets.

- **Tax monitoring obligations**

Pursuant to law decree No. 167 of 28 June 1990, as subsequently amended and supplemented by law No. 97 of 6 August 2013 and by law No. 50 of 28 March 2014, (a) individuals, (b) non-commercial partnerships and non-commercial entities which are resident in Italy for tax purposes and that in the course of the year hold (or are beneficial owners, as defined for anti-money laundering purposes, of) investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid investments or financial activities to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding Euro 15,000 throughout the year, which per se do not require such disclosure).

The above reporting is not required to be complied with respect to Notes deposited with qualified Italian intermediaries and with respect to contracts entered into through their intervention, *provided that* the financial flows and income derived from the Notes are subject to tax by the same intermediaries.

The proposed European financial transactions tax

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial transaction tax (“**FTT**”) to be implemented by Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia only (the “**Participating Member States**”).

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside the Participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, “established” in a Participating Member State in a broad range of circumstances, including (i) by transacting with a person established in a Participating Member State or (ii) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT would impose a charge at generally not less than 0.1% of the sale price on such transactions.

However, the FTT proposal remains subject to negotiation between the Participating Member States and the scope of any such tax is uncertain.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Cassa di Risparmio di Asti S.p.A. and Cassa di Risparmio di Biella e Vercelli – Biverbanca S.p.A. have, in their respective capacity as:

- (a) C.R.Asti Class A Notes Subscriber and Biver Class A Notes Subscriber (collectively, the “**Class A Notes Subscribers**”), pursuant to a rated notes subscription agreement dated the Signing Date between the Issuer, UniCredit Bank AG, in its capacity as arranger, the Representative of the Noteholders, the Class A Notes Subscribers and the Class B Notes Subscribers (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;
- (b) C.R.Asti Class B Notes Subscriber and Biver Class B Notes Subscriber (collectively, the “**Class B Notes Subscribers**”), pursuant to the Rated Notes Subscription Agreement, agreed to subscribe and pay for each class of the Class B Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class B Notes;
- (c) C.R.Asti Junior Notes Subscriber and Biver Junior Notes Subscriber (collectively, the “**Junior Notes Subscribers**”), pursuant to a junior notes subscription agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscribers (the “**Junior Notes Subscription Agreement**” and, together with the Rated Notes Subscription Agreement, the “**Subscription Agreements**”), agreed to subscribe and pay for each class of the Junior Notes at the issue price of 100 per cent. of the aggregate principal amount of the Junior Notes (the Class A Notes and the Junior Notes, collectively, the “**Notes**”).

- **United States of America**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to or for the account or benefit of a U.S. person except in accordance with Regulation S or in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the regulations thereunder.

Each of the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers has represented, warranted and agreed that it has not offered or sold, respectively, the Class A Notes, the Class B Notes and the Junior Notes and will not offer or sell any Class A Notes, Class B Notes and Junior Notes constituting part of its allotment within the United States or to, or for the benefit of, a U.S. person except in accordance with Rule 903 of Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers has represented and agreed that neither it, nor its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Class A Notes, the Class B Notes and Junior Notes, and that it has and they have complied and will comply with the offering restrictions requirements of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until the expiration of 40 days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer, distributor or other person (whether or not participating in this offering) may violate the requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act. Because the Issuer intends to rely on the exemption from registration set out in Section 3(c)(7) of the Investment Company Act, any U.S. Person that acquires a direct or indirect interest in any of the Notes will be

required to represent that such U.S. Person is a Qualified Purchaser as such term is defined in, and for purposes of the Investment Company Act.

- **Republic of Italy**

The offering of the Class A Notes and the Class B Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, each of the Class A Notes Subscribers and the Class B Notes Subscribers has represented and agreed, pursuant to the Rated Notes Subscription Agreement, that it has not offered, sold or distributed, and will not offer, sell or distribute, any Class A Notes, Class B Notes or any copy of this Prospectus or any other offer document in the Republic of Italy by means of an offer to the public of financial products under the meaning of article 1, paragraph 1, letter t) of Italian legislative decree No. 58 of 24 February 1998 (the “**Financial Services Act**”), unless an exemption applies. Accordingly, the Class A Notes and the Class B Notes shall only be offered, sold or delivered and copies of this Prospectus or any other offering material relating to the Notes may only be distributed in Italy:

- (a) to “qualified investors” (*investitori qualificati*), pursuant to article 100 of the Financial Services Act and article 34-ter, paragraph 1, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “**CONSOB Regulation**”); or
- (b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under article 100 of the Financial Services Act and article 34-ter of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Class A Notes and the Class B Notes or distribution of copies of the Prospectus or any other document relating to the Class A Notes or the Class B Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, the Banking Act and CONSOB Regulation 16190 of 29 October 2007, all as amended;
- (ii) in compliance with article 129 of the Banking Act and with the implementing instructions of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the offering or issue of securities in the Republic of Italy; and
- (iii) in accordance with any other applicable laws and regulations, including all relevant Italian securities, tax and exchange controls, laws and regulations and any limitations which may be imposed from time to time, *inter alia*, by CONSOB or the Bank of Italy.

In accordance with Article 100-bis of the Financial Services Act, where no exemption under (a) or (b) above applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Financial Services Act and the CONSOB Regulation. Failure to comply with such rules may result, *inter alia*, in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by the investors.

Notwithstanding the above, in no event may the Junior Notes be sold or offered for sale (on the Issue Date or at any time thereafter) to individuals (*persone fisiche*) residing in the Republic of Italy.

- **United Kingdom**

Each of the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers has represented and agreed with the Issuer that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of

Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

- **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each of the Class A Notes Subscribers and the Class B Notes Subscribers has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Class A Notes or Class B Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than:

- (i) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (ii) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (iii) in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Class A Notes or Class B Notes shall require the Issuer or the Class A Notes Subscribers or the Class B Notes Subscribers to publish a prospectus pursuant to article 3 of the Prospectus Directive or supplement a prospectus pursuant to article 16 of the Prospectus Directive.

For the purposes hereof, the expression “**an offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

Any purchase, sale, offer and delivery of all or part of the Junior Notes shall be made in compliance with article 6 of the EU Securitisation Regulation, article 51 of the AIFM Regulation or Article 254 of the Solvency II Regulation.

- **General**

Each of the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers has represented, warranted and undertaken that no action has been taken by it that would, or is intended to, permit a public offer of the Notes or possession or distribution of the Prospectus or any other offering or publicity material relating to the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, pursuant to, respectively, the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement, each of the Class A Notes Subscribers, the Class B Notes Subscribers and the Junior Notes Subscribers has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish this Prospectus or any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

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 Originators have used the service of Prime Collateralised Securities (PCS) UK Limited (“PCS”), as a verification agent 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, the Originators, 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.

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 Agreements, the Originators have 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 Originators (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 70 Part II of 15 June 2019, and (ii) the registration of the transfer in the companies’ register of Rome on 26 June 2019 (for further details, see the section headed “*Description of the Transfer Agreements*”). 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 Originators, 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 clawback 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, each Originator has represented that it is a joint stock company authorized to operate as a bank pursuant to Article 13 of the 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, each Originator would be subject to Italian insolvency laws that do not contain severe clawback provisions;
- (c) with respect to article 20, paragraph 4, of the EU Securitisation Regulation, the Claims arise from residential Mortgage Loans directly entered into by each Originator as lender (for further details, see the section headed “*The Portfolio*”); therefore, the requirements of article 20, paragraph 4, of the EU Securitisation Regulation are not applicable;
- (d) with respect to article 20, paragraph 5, of the EU Securitisation Regulation, the transfer of the Claims included in the Portfolio has been rendered enforceable against any third party creditors of each Originator (including any insolvency receiver of the same) through (i) the publication of a

notice of transfer in the Official Gazette no. 70 Part II of 15 June 2019, and (ii) the registration of the transfer in the companies' register of Rome on 26 June 2019 (for further details, see the section headed "*Description of the Transfer Agreements*"); therefore, 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 Agreements each Originator has represented and warranted that, as at the Initial Execution Date, each Receivable is fully and unconditionally owned and available directly to each Originator and, to the best of each 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 Originators' group) or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of Claims under the Transfer Agreements and is freely transferable to the Issuer (for further details, see the sections headed "*The Portfolio*" and "*Description of the Warranty and Indemnity Agreements*");
- (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 relevant Originator, in the context of the repurchase of the relevant 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 relevant Originator under the terms and subject to the conditions of the relevant Transfer Agreement, to repurchase individual Claims in extraordinary circumstances only, in order to avoid that any client of the relevant Originator (which is also a Borrower) is treated unfavourably compared to other clients of the such Originator and in any event, in a manner which will not constitute management of their respective 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 relevant 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 Servicers, 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 "*Description of the Transfer Agreements*" and "*Description of the Servicing Agreements*");
- (g) for the purpose of compliance with article 20, paragraph 8, of the EU Securitisation Regulation, pursuant to the Warranty and Indemnity Agreements each Originator has represented and warranted that, as at the Valuation Date and as at the Initial Execution Date, 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 each Originator, in their 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 each 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 relevant Valuation Date all loans are secured by first ranking security rights on immovable property located in Italy. In addition, under the Warranty and Indemnity Agreements each Originator has represented and warranted that (i) 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; and as at the Valuation Date and as at the Initial Execution Date, the Portfolio does not comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU. Finally, pursuant to the Criteria set out in the Transfer Agreements and in accordance with the Warranty and Indemnity Agreements, the Loans will be repayable in

instalments pursuant to the relevant amortising plan (for further details, see the sections headed “*The Portfolio*” and “*Description of the Warranty and Indemnity Agreements*”);

- (h) for the purpose of compliance with article 20, paragraph 9, of the EU Securitisation Regulation, based on the Eligibility 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 “*Description of the Transfer Agreements*”);
- (i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, each Originator has represented and warranted that the Mortgage Loans were originated in line with the credit policies attached as schedule 2 to the relevant Warranty and Indemnity Agreement and such credit policies apply also to mortgage loans which have not been securitized. Furthermore, under each Warranty and Indemnity Agreement each Originator has represented and warranted that each loan agreement has been entered into and the relevant loans have been granted by the relevant Originator on the basis of an assessment of the borrowers’ creditworthiness and in compliance with the legislation applicable from time to time. In addition, in the relevant Transfer Agreement each relevant 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 Originators and Servicers*”). Finally, there should be no need to envisage a provision whereby the Originators shall undertake to fully disclose to potential investors in the Notes, without undue delay, any material changes occurred after the Issue Date in the loan disbursement policy from time to time applicable in respect of the Claims, considering that - based on the EBA Guidelines - such disclosure should apply only to those material changes that are transferred to the SSPE after the closing of the securitisation (for further details, see the sections headed “*The Portfolio*” and “*Description of the Warranty and Indemnity Agreements*” and “*Description of the Transfer Agreements*”);
- (j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, as a result of the representations given by each Originator under the Warranty and Indemnity Agreements, the C.R.Asti Criteria and the Biver Criteria, at the Valuation Date and at the Transfer Date, the 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. Each 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 relevant amortisation plan as at the Valuation Date. In particular (i) under the Warranty and Indemnity Agreements each 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*”, “*potenziale anomalo*”, past due forborne or which is re-performing (“*ex sofferenza*”) and (ii) according to the C.R.Asti Criteria and the Biver Criteria, no Claim which was in “default”, “past due”, “unlikely to pay”, “*sofferenza a sistema*”, past due forborne or which is re-performing on 31 March 2019 and/or on the Valuation Date has been transferred to the Issuer (for further details, see the sections headed “*The Portfolio*” and “*Description of the Warranty and Indemnity Agreements*” and “*Description of the Transfer Agreements*”);
- (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 Agreements, the Claims arise from Loans in respect of which at least the first instalment of the relevant amortization plan is past due and has been paid by the relevant Debtor as at the relevant 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 each 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 relevant Warranty and Indemnity Agreement; (ii) upon the exercise of the clean-up call option when the Portfolio Outstanding Amount is equal to or less than 10% of the Initial Portfolio Outstanding Amount provided that the repurchase price of Defaulted Claims will be determined on the basis of the value determined by one or more experts (being independent from the relevant Originator and C.R.Asti Banking Group and from the other parties to the Securitisation) appointed by the Issuer and the Representative of the Noteholders; or (c) with respect to individual Claims, only to the extent that the aggregate amount of all the C.R.Asti Mortgage Loans and Biver Mortgage Loans which have been already repurchased is limited to: (i) 2% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2020; (ii) 4% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2021; (iii) 8% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased within 30 June 2022; and (iv) 12% of the aggregate Outstanding Principal of all the relevant Claims as at the Valuation Date, if the Claims are repurchased after 30 June 2022. The Issuer does not rely on the relevant 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 “*Description of the Warranty and Indemnity Agreements*”);
- (m) for the purpose of compliance with article 21, paragraph 1, of the EU Securitisation Regulation, under the Subscription Agreements each 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 is subject to (i) 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) and (ii) with respect to the Class A Notes, a cap at a fixed rate equal to (A) 2.50 per cent. per annum until (and including) the Interest Payment Date that falls in June 2021 and (B) 3.50 per cent. per annum on any Interest Payment Date thereafter and, with respect to the Class B Notes, a cap equal to (A) 3.50 per cent. per annum, until (and including) the Interest Payment Date which falls in June 2021 and (B) 4.50 per cent. per annum, on any Interest Payment Date thereafter, so that the interest payable in respect of the Rated Notes can vary only within a maximum threshold and shall never exceed such fixed rate (for further details, see Condition 6 (*Interest*)). In addition, this risk is mitigated through the establishment of a cash reserve into the Cash Reserve Account. Furthermore, (i) under the Warranty and Indemnity Agreements, each Originator has represented and warranted that, as at the Valuation Date and as at the Initial Execution Date, each Portfolio does not comprise any 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 “*Description of the Warranty and Indemnity Agreements*” and Condition 5 (*Covenants*)). Finally, there is no currency risk since (i) under the Warranty and Indemnity Agreements, each Originator has represented and warranted that all Mortgage Loans are denominated in Euro and do not contain provisions which allow for the conversion into another currency, and (ii) pursuant to the Conditions, the Notes are denominated in Euro (for further details, see the sections headed “*Description of the Warranty and Indemnity Agreements*”, “*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 Agreements, each 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 “*Description of the Warranty and Indemnity Agreements*”);
- (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 Mezzanine Notes and the Junior Notes, and the Mezzanine Notes will continue to rank in priority to the Junior Notes but 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 Mezzanine Notes and the Junior Notes and (ii) the Mezzanine Notes, in priority to the Junior Notes but 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 Servicers, 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 “*Description of the Servicing Agreements*”, “*Description of the Agency and Accounts Agreement*”, “*Description of the Other Transaction Documents*” and “*Terms and Conditions of the Notes*”). In addition, the Servicing Agreements contain provisions aimed at ensuring that a default by or an insolvency of the Servicers 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 “*Description of the Servicing Agreements*”). 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 “*Description of the Agency and Accounts Agreement*”);
- (s) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreements and the Transfer Agreements each 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 “*Description of the Transfer Agreements*” and “*Description of the Servicing Agreements*”);
- (t) for the purpose of compliance with article 21, paragraph 9, of the EU Securitisation Regulation, the Transfer Agreements, the Servicing Agreements 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 “*Description of the Transfer Agreements*”, “*Description of the Servicing Agreements*” 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 second Business Day immediately following each Interest Payment Date, the 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 and make it available on the website of the Computation Agent, currently at <https://home.kpmg.com/it/it/home/services/Accounting.html>. The Investor Report will also be made available by C.R.Asti and Biver, in their capacity as Reporting Entities pursuant to the EU Securitisation Regulation, on the website of the European Data Warehouse (being at the date hereof, www.eurodw.eu) (for further details, see the sections headed “*Terms and Conditions of the Notes*”, “*Description of the Other Transaction Documents*” and “*Description of 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 each Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu), 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 5 (five) years, and (ii) as initial holder of the Mezzanine Notes and the Junior Notes, 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 5 (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 each Originator has confirmed that (i) it has made available to potential investors in the Notes before pricing, through the Bloomberg platform, a liability cash flow model which precisely represents the contractual relationship between the Claims and the payments flowing between each Originator, the investors in the Notes, other third parties and the Issuer, and (ii) as initial holder of the Mezzanine Notes and the Junior Notes, 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 each Originator, the investors in the Notes, other third parties and the Issuer. In addition, pursuant to the Intercreditor Agreement, each 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 each 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, each of C.R.Asti and Biver 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 deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report to the investors in the Notes on a quarterly basis by no later than one month after the relevant Interest Payment Date through the website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu);

- (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 each Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originators has agreed that each 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 the case may be, 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 website of European Data Warehouse (being, as at the date of this Prospectus, www.eurodw.eu). As to pre-pricing information, each of C.R.Asti and Biver 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, the Mezzanine 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, also on behalf of Biver, the Loan by Loan Report and make it available (simultaneously with the Investor Report) to, amongst others, the investors in the Notes; (ii) the Computation Agent shall prepare the Investor Report and the Inside Information Report and deliver them to the Reporting Entities in a timely manner in order for the Reporting Entities to make available the Investor Report within the month following the immediately preceding Interest Payment Date and the Inside Information Report (without delay) to, amongst others, the investors in the Notes; and (iii) the Issuer shall deliver to each Reporting Entity (A) a copy of the final Prospectus and the other final Transaction Documents in a timely manner in order for each 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 each of C.R.Asti and Biver the Inside Information 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. Each of Originator has undertaken to make available such Inside Information 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 anonymised or aggregated (for further details see the sections headed “*The Servicing Agreements 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 each 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**

Each 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, each 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, each Originator has undertaken to make available to the Noteholders and any prospective investors in the Notes, through the relevant 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 Investor Report the above-mentioned information contained in the relevant Servicer Report. It is understood that the Investor Report shall be deemed to have been produced on behalf of each Originator, under such Originator’s full responsibility, with reference to the above-mentioned information. In addition, each 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 Originators and Servicers 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, each 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, each 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 Regulation, 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 on the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) 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 the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu).

With reference to the Investor Report, under the Agency and Accounts Agreement, each Originator has expressly authorised the Computation Agent to reproduce in the 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 Investor Report shall be deemed to have been produced on behalf of each Originator, under each Originator’s full responsibility, with reference to the information that each Originator has the obligation to make available (or

cause to make available, if the case) to 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 31 May 2019.

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 and the Class B 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 and the Class B Notes have been accepted for clearance through Monte Titoli by Euroclear and Clearstream, Luxembourg. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The ISINs for the Notes and the Common Codes for the Class A Notes and the Class B Notes are as follows:

	Class A Notes	Class B Notes	Junior Notes
Common Code:	202068995	202225675	/
ISIN:	IT0005376428	IT0005376436	IT0005376444

- **No significant change and no material adverse change**

There has been no significant change in the financial or trading position of the Issuer since 22 May 2019 (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 22 May 2019.

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 2019) but will not produce interim financial statements.

- **Borrowings**

Save as disclosed in this Prospectus on page 195, 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 or Class B Notes remains outstanding, the Issuer will provide post issuance information described in this paragraph. Copies of the Payments Report and the Investor Report will be made available for collection at the registered offices of the Issuer, the Italian Paying Agent and the Representative of the Noteholders. The first Investor Report will be available at the registered office of the Issuer, the Italian Paying Agent and the Representative of the Noteholders by no later than two Business Days immediately following each Interest Payment Date and will contain details of, *inter alia*, the Claims, 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**

As long as the Class A Notes and the Class B 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 Italian Paying Agent (as set forth in Condition 17 (*Notices*)) for the life of this Prospectus:

- (a) the by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer;
- (b) the annual audited (to the extent required) financial statements of the Issuer. The next annual financial statements will relate to the financial year ending on 31 December 2019 and will be available not later than April 2020. The financial statements and the financial reports are drafted in Italian;
- (c) the Investor Reports;
- (d) the Servicer Reports setting forth the performance of the Claims and Collections made in respect of the Portfolio prepared by the Servicers; and
- (e) copies of the following documents:
 - (i) the Agency and Accounts Agreement;
 - (ii) the Mandate Agreement;
 - (iii) the Subordinated Loan Agreement;
 - (iv) the Intercreditor Agreement;
 - (v) the Corporate Services Agreement;
 - (vi) the Quotaholder's Commitment;
 - (vii) the Letter of Undertaking;
 - (viii) the Transfer Agreements;
 - (ix) the Servicing Agreements;
 - (x) the Warranty and Indemnity Agreements;
 - (xi) the Back-up Servicing Agreement;
 - (xii) the Rated Notes Subscription Agreement;
 - (xiii) the Junior Notes Subscription Agreement;
 - (xiv) the Stichting Corporate Services Agreement;
 - (xv) the Prospectus; and

- (xvi) the Rules of the Organisation of the Noteholders in the form in which they are included in this Prospectus.

Any references to websites and website addresses (and the contents thereof) do not form part of this Prospectus.

- **Notes freely transferable**

The Class A Notes and the Class B Notes shall be freely transferable.

- **Annual fees**

The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein amount to approximately €80,000, excluding all fees payable to the Servicers under the Servicing Agreements, plus any VAT if applicable.

INDEX OF DEFINED TERMS

€	vi, 141	Biver Claims	17, 132, 207
2010 PD Amending Directive.....	254	Biver Collections	18, 132
24 Hours	175	Biver Criteria	216
48 Hours	175	Biver Defaulted Claims.....	20, 132, 232
ABI – Associazione Bancaria Italiana	59	Biver <i>Fondari</i> Mortgage Loans	17, 207
ABSPP	45	Biver <i>Ipotecari</i> Mortgage Loans.....	17, 207
Account.....	131	Biver Mortgage Loan.....	133
Accounts	21, 78, 129, 131, 201	Biver Mortgage Loans	17, 132, 207
Accrued Interest Amount.....	131	Biver Overdue Interest Amount.....	225
Accrued Interest Amounts	225	Biver Portfolio	17, 133, 207
Accumulation Date	9, 132	Biver Servicer Report	19
Additional Claim	224	Biver Servicing Agreement.....	3, 133, 229
Additional Expenses	132	Biver Subordinated Loan	3, 240
Additional Mortgage Claims Purchase Price	224	Biver Suspension Interest	225
Affected Claims	236	Biver Transfer Agreement	2, 133, 207
Agency and Accounts Agreement	4, 130	Biver Warranty and Indemnity Agreement.....	133
Agent	130	Block Voting Instruction.....	176
Agent Bank	4, 130	Blocked Notes.....	175
Agents.....	130, 206	BNPSS	4
Aggregation Date.....	19, 132, 231	Borrower	18, 133
AIFMD	73	Borrower Payment Suspension Right	60
AIFMR.....	73	Borrowers	80, 133
AIFMs.....	73	Budget Act 2017	244
an offer of Notes to the public	254	Budget Act 2019	245
Arranger.....	iii, 5, 132	business.....	179
Back-up Servicer	3, 132, 233	Business Day.....	9, 133
Back-up Servicing Agreement.....	3, 132, 233	C.R.Asti	i, 1, 113, 134
Banking Act.....	1, 132, 207, 216	C.R.Asti Accrued Interest Amount	224
Base Rate	132	C.R.Asti Claims	17, 134, 207
Basic Terms Modification	132, 175	C.R.Asti Collections	18, 134
Bersani Decree.....	58	C.R.Asti Criteria	207
Biver	i, 2, 116, 132	C.R.Asti Defaulted Claims	20, 134, 232
Biver Accrued Interest Amount.....	224	C.R.Asti Deferred Interest	224

C.R.Asti <i>Fondari</i> Mortgage Loans	17, 207	Collection Date	19, 133
C.R.Asti <i>Ipotecari</i> Mortgage Loans.....	17, 207	Collection Fee	20
C.R.Asti Mortgage Loan.....	134	Collection Period	18, 133
C.R.Asti Mortgage Loans	17, 134, 207	Collection Policy.....	229
C.R.Asti Overdue Interest Amount.....	224	Collections	134
C.R.Asti Portfolio	17, 207	Commission's Proposal	250
C.R.Asti Servicer Report	19	Common Reporting Standard	69
C.R.Asti Servicing Agreement	3, 134, 229	Competitività Decree	53
C.R.Asti Subordinated Loan.....	2, 240	Computation Agent.....	4, 130
C.R.Asti Subordinated Loans	240	Condition	ii
C.R.Asti Suspension Interest	224	Conditions.....	ii, 6, 130
C.R.Asti Transfer Agreement	2, 134, 207	CONSOB	i, 134, 253
C.R.Asti Warranty and Indemnity Agreement.....	135	CONSOB Regulation.....	253
Calculation Date	29, 133	Consolidated Servicer Report	19, 134, 231
Call Option	226	Consolidated Servicer Report Delivery Failure Event	134
Cancellation Date.....	133	Consultancy Fee.....	20
Cash Reserve	40, 79, 133	COR	24, 135
Cash Reserve Account.....	21, 129, 133	Corporate Servicer	2, 134
Chairman	176	Corporate Services Agreement	2, 134, 238
Claim to be Repurchased	226	CRA Regulation.....	i
Claims	i, 17, 207	Critical Obligations Rating	24, 135
Class	131	CRR	72
Class A Noteholders	10, 130	CRS.....	69
Class A Notes	i, 5, 130	CSSF	i
Class A Notes Subscribers.....	133, 252	Cumulative Default Ratio	135
Class A Rate of Interest	133, 160	Cure Period	236
Class B Noteholders	10, 130	DBRS.....	i, 15, 78, 135
Class B Notes.....	i, 5, 130	DBRS Equivalent Chart.....	25, 135
Class B Notes Subscribers	133, 252	DBRS Equivalent Rating	24, 136
Class B Rate of Interest	133, 160	DBRS Rating	28
Class J Notes.....	130	Debtor Insolvency Proceedings	229
Class of Notes	176	Decree 132/2010	60
Clearstream, Luxembourg	i, 133	Decree 239	68, 136
Collection Account	21, 129, 133		

Decree 239 Withholding	10, 136	Initial Execution Date	2, 141
Decree 50/2017	54	Initial Portfolio Outstanding Amount	38, 142
<i>Decreto Sviluppo</i>	61	Insolvency Event.....	12, 149
Defaulted Claim.....	20, 136, 232	Insolvent	142
Defaulted Claims	136	Instalment	142
Deferred Interest	36, 136	Insurance Premia.....	142, 228
Destinazione Italia Decree	51, 58	Intercreditor Agreement.....	15, 142, 238
ECB	45	Interest Amount	142, 161
Eligible Institution	23	Interest Amount Arrears	142
Eligible Investments	25	Interest Determination Date	142, 160
Eligible Investments Securities Account	22, 129, 139	Interest Payment Date	8, 142
Eligible Investments Securities Accounts.....	78	Interest Period	i, 142, 159
Equity Capital Account.....	22, 129	Investment Date	41, 78, 143, 201
EURIBOR.....	i, 139	Investor Report	29, 142, 203
euro	vi, 141	<i>Ipotecari</i> Mortgage Loans.....	68
Euro	vi, 141	Issue Date.....	i, 5, 130
Euroclear.....	i, 141	Issuer.....	i, 1, 130, 143, 196
Euro-zone.....	141	Issuer Acceleration Notice	143, 168
Event of Default.....	141, 167	Issuer Available Funds.....	30, 143
Excluded Claim	224	Issuer Creditors	10, 144
Expenses Account.....	21, 129, 141	Issuer Secured Creditors	144
Extraordinary Resolution.....	141, 176	Issuer's Rights.....	144, 176
FATCA	69	Italian Paying Agent	4, 130
Final Redemption Date.....	141	Judicial Proceedings.....	229
Financial Services Act	253	Junior Noteholders	10, 130
Financing Banks	141, 240	Junior Notes	i, 5, 130
FSMA	254	Junior Notes Additional Remuneration.....	144
FTT	250	Junior Notes Subscribers.....	144, 252
Further Notes	158	Junior Notes Subscription Agreement	144, 252
Further Portfolios.....	158	Junior Rate of Interest.....	145, 160
Further Securitisation.....	72, 158	KPMG.....	2
Further Security	158	Law 244/2007	60
holders	131	Law Decree No. 132	46
Individual Purchase Price	223	Law No. 3/2012	61

Law No. 342	57	Portfolio	17, 68, 83, 146, 207
Letter of Undertaking	41, 145, 240	Portfolio Outstanding Amount.....	38, 146
Liquidation Date	79, 145	Post-Aggregation C.R.Asti Report.....	20, 231
Local Business Day	166	Post-Enforcement Final Redemption Date.....	146
LTV	82	Post-Enforcement Priority of Payments.....	34, 146, 154
Luxembourg Stock Exchange	143	Pre-Enforcement Priority of Payments	31, 146, 152
Mandate Agreement.....	15, 145, 240	Prepayment Agreement.....	59
Maturity Date.....	ii, 9, 145, 162	Principal Amount Outstanding.....	9, 146
Meeting	145, 176	Principal Payment	9, 146, 164
Mezzanine Notes	i, 5, 130	Priority of Payments	146
Monte Titoli.....	i, 145	Proceedings.....	229
Monte Titoli Account Holder	145, 176	Prospectus Directive	i, 254
Monte Titoli Account Holders.....	i	Provisional Payments Report.....	203
Moody's.....	15	Proxy.....	176
Moody's	i, 78, 145	Purchase Price.....	38, 146
Mortgage.....	145	Purchase Prices	38, 146
Mortgage Loan.....	145	Put Option Notice	236
Mortgage Loans	17, 68, 145	Quotaholder's Commitment.....	196
Most Senior Class	145	Quotaholder's Commitment.....	147
Noteholder	130	Quotaholder's Commitment.....	240
Noteholders.....	10, 130, 131	Rate of Interest.....	147
Notes.....	i, 5, 130, 252	Rated Notes.....	i, 5, 130
NPLs	54	Rated Notes Subscription Agreement	147, 252
Organisation of Noteholders	145	Rateo Amounts	36, 147
Originator.....	i, 2	Rating Agencies	i, 15, 78, 147
Originator's Claims	145, 228	Real Estate Assets.....	235
Originators	i, 2, 145	Recovery Fee	20
Other Issuer Creditors.....	15, 145	Reference Banks	147
Outstanding Principal	146	Related Security	235
Overdue Interest Amount.....	146	Relevant Class Noteholders	176
Overdue Interest Amounts	225	Relevant Clearing System.....	176
Participating Member States	250	Relevant Date.....	147
Payments Account	21, 129, 146	Relevant Fraction.....	176
Payments Report.....	29, 203	Relevant Member State.....	254

Relevant Provisions	187	Stichting Corporate Services Provider	148, 241
Reporting Date	19, 147	Subordinated Loan	148
Representative of the Noteholders	2, 130	Subordinated Loan Agreement	2, 148, 240
Repurchase Price	226	Subordinated Loan Provider	148, 240
Restructuring Agreement	61	Subordinated Loan Providers	2, 240
Retention Amount	21, 129, 147	Subordinated Loans	3
Revenue Eligible Investments Amount	79, 147	Subscription Agreements	252
Rules of the Organisation of Noteholders	130	Suspension Interest	37, 148, 225
Screen Rate	139	Target Cash Reserve Amount	40, 149
Secured Amounts	147	Target Settlement Day	149
Securities Act	v	Target System	149
Securitisation	iv, 131	Transaction Bank	4, 130
Securitisation Law	i, 1, 131, 196	Transaction Documents	149
Security Interest	148	Transfer Agreement	2
Senior Notes	i, 5, 130	Transfer Agreements	2, 149, 207
Servicer	3, 148	Unpaid Instalment	21, 149, 232
Servicer of the Biver Portfolio	3, 148, 229	Usury Law	56
Servicer of the C.R.Asti Portfolio	3, 148, 229	Usury Law Decree	56
Servicers	3, 148	Usury Rates	56
Servicing Agreement	3, 148	Usury Regulations	56
Servicing Agreements	3, 148	UTPs	54
Servicing Fee	20	Valuation Date	149
Settlement Expenses Amount	225	Voter	177
Signing Date	2, 130	Voting Certificate	177
Specified Offices	148	Warranty and Indemnity Agreements	227
Statement of the Accounts	22, 129	Warranty and Indemnity Agreements	18, 149
Stichting Bertolucci	1	Warranty and Indemnity Agreements	235
Stichting Bertolucci	148	Withdrawal Agreement	70
Stichting Corporate Services Agreement	241	Written Resolution	177

ISSUER

Asti Group RMBS II S.r.l.

Via Eleonora Duse, 53
I-00197 Rome
Italy

ORIGINATORS AND SERVICERS

Cassa di Risparmio di Asti S.p.A.

Piazza Libertà, 23
I-14100 Asti
Italy

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

Via Carso, 15
I-13900 Biella
Italy

ITALIAN PAYING AGENT, TRANSACTION BANK AND AGENT BANK

BNP Paribas Securities Services, Milan 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 Eleonora Duse, 53
I-00197 Rome
Italy

LEGAL AND TAX ADVISERS

*To the Arranger, the Class A Notes Subscribers, the
Class B Notes Subscribers and the Class J Notes
Subscribers as to Italian law*

White & Case (Europe) LLP

Piazza Diaz, 2
I-20123 Milan
Italy

*To the Arranger, the Class A Notes Subscribers and
the Class B Notes Subscribers as to Italian tax law*

Ludovici, Piccone & Partners

Via Sant'Andrea, 19
I-20121 Milan
Italy