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

ICCREA SME CART 2016 S.r.l.

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

€ 202,300,000.00 Class A1 Asset-Backed Floating Rate Notes due 2042

€ 480,000,000.00 Class A2 Asset-Backed Floating Rate Notes due 2042

€ 65,000,000.00 Class B Asset-Backed Floating Rate Notes due 2042

€ 9,400,000.00 Class C Asset-Backed Floating Rate Notes due 2042

€ 617,460,000.00 Class D Asset-Backed Notes due 2042

Issue Price: 100 per cent.

This Prospectus contains information relating to the issue by ICCREA SME CART 2016 S.r.l. (the "**Issuer**") of the € 202,300,000.00 Class A1 Asset-Backed Floating Rate Notes due 2042 (the "**Class A1 Notes**") and of the € 480,000,000.00 Class A2 Asset-Backed Floating Rate Notes due 2042 (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**"). In connection with the issue of the Class A Notes, the Issuer will also issue the € 65,000,000.00 Class B Asset-Backed Floating Rate Notes due 2042 (the "**Class B Notes**" and, together with the Class A Notes, the "**Rated Notes**") and the € 9,400,000.00 Class C Asset-Backed Floating Rate Notes due 2042 (the "**Class C Notes**"), and the € 617,460,000.00 Class D Asset-Backed Notes due 2042 (the "**Junior Notes**" and, together with the Class A Notes,the Class B Notes, and the Class C Notes, the "**Notes**"). The Class C Notes and the Junior Notes will be subscribed by Iccrea BancaImpresa S.p.A., having its registered office at via Lucrezia Romana, 41-47, I-00178 Rome, Italy ("**Iccrea BancaImpresa**" or the "**Originator**").

The Issuer is a limited liability company 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 and supplemented from time to time (the "**Securitisation Law**") having its registered office at via Barberini 7, 00187 , 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 del Governatore della Banca d'Italia del 1 ottobre 2014*) under no. 35281.5 and is registered in the companies' register held in Rome, fiscal code and VAT number 13931681004.

This Prospectus is issued pursuant to article 2, paragraph 3 of the Securitisation Law and constitutes a *prospetto informativo* for all Classes of Notes in accordance with the Securitisation Law

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 (the "**Initial Receivables**") arising out of a portfolio of lease contracts (the "**Initial Portfolio**") originated by Iccrea BancaImpresa. The Initial Receivables have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 20 July 2016 between the Issuer and Iccrea BancaImpresa. Pursuant to the Transfer Agreement, the Issuer may purchase from Iccrea BancaImpresa, on a quarterly basis, additional pools of monetary claims and other connected rights (the "**Subsequent Receivables**" and, together with the Initial Receivables, the "**Receivables**") arising under additional portfolios of lease contracts originated, or to be originated, by Iccrea BancaImpresa and having substantially the same characteristics as the Initial Portfolio (each, a "**Subsequent Portfolio**" and, together with the Initial Portfolio, the "**Portfolio**"). The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes will be collections received in respect of the Receivables.

Interest on the Notes is payable by reference to successive interest periods (each, an "**Interest Period**"). Interest on the Class A Notes and on the Class B Notes will accrue on a daily basis and will be payable in arrear in euro on 17 December 2016, being the first Payment Date (as defined below), and thereafter quarterly in arrear on 17 March, 17 June, 17 September and 17 December in each year (in each case, subject to adjustment for non-business days as set out in Condition 6 (*Interest*)) (each such date, a "**Payment Date**"). Prior to the service of a Trigger Notice, the rate of interest applicable to the Class A Notes and to the Class B Notes for each Interest Period shall be the rate offered in the euro-zone inter-bank market ("**EURIBOR**") for three-month deposits in euro (as determined in accordance with Condition 6 (*Interest*)), plus 0.10 per cent. per annum for the Class A1 Notes, plus 0.85 per cent. per annum for the Class A2 Notes amd plus 1.15 per cent. per annum for the Class B Notes, respectively.

The Class C Notes will accrue interest in accordance with Condition 6 (*Interest*). The Junior Notes will accrue interest in an amount equal to the Junior Notes Remuneration (if any) and the Junior Notes Additional Remuneration (if any) (both as defined below) calculated in accordance with Condition 6 (*Interest*).

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Directive 2003/71/EC as amended from time to time (the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Class A Notes and to the Class B Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC as amended and supplemented from time to time, or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange for the Class A Notes and for the Class B Notes to be admitted to the Official List and trading on its regulated market.

The Class A1 Notes are expected, on issue, to be rated, respectively, "Aa2" by Moody's Investors Service, Inc. ("**Moody's**", which expression shall include any successors) and "AAA" by DBRS Limited ("**DBRS**", which expression shall include any successors and, together with Moody's, the "**Rating Agencies**"). The Class A2 Notes are expected, on issue, to be rated, respectively "Aa2" by Moody's and "AA (low)" by DBRS. The Class B Notes are expected, on issue, to be rated, respectively, "A1" by Moody's, and "A" 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 Class C Notes and the Junior Notes will not be assigned a rating. The credit ratings included or referred to in this Prospectus have been issued by Moody's or DBRS, 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 as subsequently amended and supplemended, on credit rating agencies. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation 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 CRA Regulation and such registration is not refused.

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 Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Account Bank, the Expenses Account Bank, the Corporate Services Provider, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Class A Notes Underwriters, the Class B Notes Underwriter (each as defined below in "*Transaction Overview – The principal parties*"), Iccrea BancaImpresa (in any capacity), the Arranger nor the Sole Quotaholder of the Issuer. 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.

The Notes will be issued in dematerialised form (*emesse in forma dematerializzata*) on the terms of, and subject to, the Conditions and will be held in such form on behalf of the beneficial owners, until redemption and cancellation thereof, by Monte Titoli S.p.A. with registered office at Piazza degli 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 institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds an account with Monte Titoli or any depository banks appointed by the Relevant Clearing System), Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**"). The Notes will be deposited by the Issuer with Monte Titoli on 10 August 2016 (the "**Issue Date**") and, will at all times be 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 the 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, subject as provided in Condition 8 (*Payments*). Before the Final 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, the Class C Notes and the Junior Notes. The Class B Notes will be redeemed in priority to the Class C Notes and the Junior Notes, but subordinate to the Class A Notes. The Class C Notes will be redeemed in priority to the Junior Notes, but subordinate to the Class A Notes and to the Class B Notes.

If the Class A Notes, the Class B Notes, the Class C Notes and/or the Junior Notes cannot be redeemed in full on the Final 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 the Receivables or any enforcement of the Note Security (as defined below), 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 the Receivables and the Issuer's Rights (as defined below) as described in this Prospectus.

The Originator will retain a material net economic interest of at least 5% in the Securitisation in accordance with option (1)(d) of Article 405 of Regulation (EU) No. 575/2013 (as amended, the "**Capital Requirements Regulation**"), option (1)(d) of Article 51 of the Commission Delegated Regulation (EU) No. 213/2013 of 19 December 2012 (as amended, the "**AIFM Regulation**") (which, in each case, does not take into account any corresponding national measures). As at the Issue Date, such interest will be comprised of an interest in the Junior Notes which is not less than 5% of the nominal value of the securitised exposures. Any change to this manner in which this interest is held will be notified to investors. Please refer to the section entitled "*Regulatory Disclosure*" for further information.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Class A Notes and in the Class B Notes, see the section entitled "*Risk factors*" beginning on page 43. The date of this Prospectus is 10 August 2016.

The Arranger ICCREA Banca S.p.A.

This Prospectus comprises a prospectus for the purposes of article 5.3 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and the Rated Notes which, according to the particular nature of the Issuer and the Rated 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, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger or any other party to any of the Transaction Documents (as defined below), other than the Originator, has undertaken or will undertake any investigations, searches or other actions to verify the details of the Receivables sold, or to be sold, by the Originator to the Issuer, nor have the Issuer, the Representative of the Noteholders, the Arranger or any other party to any of the Transaction Documents, other than the Originator, undertaken, nor will they undertake, any investigations, searches or other actions to establish the creditworthiness of any debtor in respect of the Receivables.

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 significance 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.

The Originator has provided the information under the sections headed "*The Initial Portfolio*", "*Transaction Overview – The Portfolio*", "*The Originator, the Servicer"* below and any other information contained in this document relating to itself and the ICCREA banking group and the section "*The credit and collection policies*" below and any other information contained in this Prospectus relating to the collection and underwriting procedures relating to the Portfolio, the relevant Receivables and the relevant Lease Contracts (each as defined below) and, together with the Issuer, accepts responsibility for the information contained in those sections. The Originator has also provided the data used as assumptions to make the calculations contained in the section headed "*Estimated weighted average life of the Class A Notes and of the Class B Notes and assumptions*" below 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 data. The Originator accepts responsibility for the other information and assumptions contained in such section as described above. To the best of the knowledge of the Originator (having taken all reasonable care to ensure that such is the case) the information and data in relation to which it is responsible as described above are in accordance with the facts and do not contain any omission likely to affect the significance of such information and data. The Originator also accepts responsibility for the information contained in the section of this Prospectus headed "*The Regulatory Disclosure*" (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 the Originator, which has taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and contains no omission likely to affect the import of such information.

Citibank, N.A., Milan Branch, has provided the information under the section headed "*The Account Bank, the Italian Paying Agent*" 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 Citibank, N.A., 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, Citibank, N.A., Milan Branch has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

Citibank, N.A., London Branch, has provided the information under the section headed "*the Principal Paying Agent and the Agent Bank*" below and, together with the Issuer, accepts responsibility for the information contained in that section, and to the best of the knowledge and belief of Citibank, N.A., London 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, Citibank, N.A., London Branch has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

ICCREA Banca S.p.A., has provided the information relating to it under the sections headed "*The Expenses Account Bank*" and "*The Back-Up Servicer*" below and accepts responsibility for the information contained in that section. To the best of the knowledge and belief of ICCREA Banca S.p.A. (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. Save as aforesaid, ICCREA Banca S.p.A. has not, however, been involved in the preparation or distribution of, and do not accept responsibility for, this Prospectus or any part hereof

Accounting Partners S.r.l. has provided the information under the section headed "*The Computation Agent and the Representative of the Noteholders*" below and, together with the Issuer, accepts responsibility for the information contained in that section, and to the best of the knowledge and belief of Accounting Partners S.r.l. (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, Accounting Partners S.r.l. has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

F2A S.r.l., has provided the information under the section headed "*The Corporate Services Provider*" 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 F2A S.r.l. (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, F2A S.r.l. has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

Zenith Service S.p.A. has provided the information relating to it under the section headed "*The Back-Up Servicer Facilitator*" below and accepts responsibility for the information contained in those sections. To the best of the knowledge and belief of Zenith Service S.p.A. (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. Save as aforesaid, Zenith Service S.p.A. has not, however, been involved in the preparation or distribution of, and do not accept responsibility for, this Prospectus or any part hereof.

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 Underwriters, the Class B Notes Underwriter, the Arranger, the Representative of the Noteholders, the Issuer, the Corporate Services Provider, the Sole Quotaholder of the Issuer, the Account Bank, the Agent Bank, the Expenses Account Bank, the Paying Agents, the Computation Agent, the Back-up Servicer, the Back-up Servicer Facilitator, Iccrea BancaImpresa (in any capacity) or any other person. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or imply that there has been no change in the affairs of the Issuer or the Originator or in 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, each of the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter accepts no responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter or on their behalf, in connection with the Issuer or the Originator or the issue and offering of the Notes. Each of the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter, 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 Representative of the Noteholders and the Arranger have not independently 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 Representative of the Noteholders or the Arranger as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer or the Originator in connection with the Notes or their distribution.

The Notes constitute limited recourse obligations of the Issuer. Each Note will be secured, in each case, over certain of the assets of the Issuer pursuant to and as more fully described in the section entitled "*The other Transaction Documents*". Furthermore, by operation of Italian law, the Issuer's right, title and interest in and to the Receivables will be segregated from all other assets, if any, 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 Representative of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Account Bank, the Expenses Account Bank, the Corporate Services Provider, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, Iccrea BancaImpresa (in any capacity), the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger or the Sole Quotaholder of the Issuer 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 Receivables 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 payment of any amount due on the Notes. Amounts derived from the Receivables 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 Interest Available Funds, Principal Available Funds or Post-Enforcement Available Funds (as defined below) in accordance with the Conditions.

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 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 is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Originator, the Arranger, the Class A Notes Underwriters or the Class B Notes Underwriter that any recipient of this Prospectus should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the Receivables, 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 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.

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

Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to certain other characteristics of the Receivables and the Portfolio and reflect significant assumptions and subjective judgments by the Issuer that may or may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "may", "will", "could", "believes", "expects", "projects", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and changes in governmental regulations, fiscal policy, planning or tax in the Republic of Italy. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer.

The contents of this Prospectus are based on currently available data and information. Facts and events that occur after the date of the Prospectus may affect the accuracy and correctness of the information contained herein and, as a consequence, prospective investors should be aware that the information contained in this Prospectus may not be accurate, up-to-date, correct and complete, especially after its date of issuance as shown on the first page. In this regard, the Issuer has not undertaken or will not undertake to update or review the information and data contained in the Prospectus, or to inform prospective investors of facts and events known to have occurred after the above mentioned date. In addition, prospective investors should not consider this Prospectus as a full and exhaustive description of the features of the Notes.

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

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

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TRANSACTION OVERVIEW

The following information is an overview of certain aspects of the Securitisation, the parties thereto, the assets underlying the Notes and the related documents and does not purport to be complete. Therefore, it should be read in conjunction with and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Prospectus and in the Transaction Documents. Prospective investors should base their decisions on this Prospectus as a whole.

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 217.

The principal parties

Issuer

ICCREA SME CART 2016 S.r.l. (the "**Issuer**") is a limited liability company 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 Barberini n. 47, 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 del Governatore della Banca d'Italia del 1 ottobre 2014*) under no. 35281.5 and is registered in the companies' register held in Milan, fiscal code and VAT number 13931681004.

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.

On 20 July 2016 (the "**Initial Execution Date**"), the Issuer acquired the monetary claims and other connected rights (the "**Initial Receivables**") arising from a portfolio of lease contracts (the "**Initial Portfolio**") granted by the Originator to customers residing in Italy. The payment of the purchase price of the Initial Receivables will be financed by the issue of the Notes.

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

Sole Quotaholder

Special Purpose Entity Management S.r.l., is an Italian limited liability company (*società a responsabilità limitata*), with registered office at Via Alessandro Pestalozza, n. 12/14, 20131 Milan, fiscal code, VAT number and registration number with the companies' register of Milan 09262340962, REA no.: MI- 2079321 SPE Management S.r.l. (the "**Sole Quotaholder**").

Originator

Iccrea BancaImpresa S.p.A., a bank incorporated as a joint stock company (*società per azioni*) organised under the laws of the Republic of Italy, having its registered office at via Lucrezia Romana, 41-47, 00178 Rome, registered with the companies' register held in Rome, Italy at number 417224, tax code 02820100580, VAT number 01122141003, registered with the register of banks (albo delle banche) held by the Bank of Italy pursuant to article 13 of the Banking Act, ABI code 3123.7 ("**Iccrea BancaImpresa**"), a company directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by ICCREA Holding S.p.A.,

	belonging to the "*Gruppo Bancario ICCREA*" (the "**Iccrea Banking Group**"), participant to Fondo Nazionale di Garanzia.
	Iccrea BancaImpresa (in such capacity, the "**Originator**") sold the Initial Receivables to the Issuer pursuant to the terms of a transfer agreement dated the Initial Execution Date between the Issuer and the Originator (the "**Transfer Agreement**"). See "*Transaction Overview – The Portfolio*", "*The Transfer Agreement*" and "*The Warranty and Indemnity Agreement*", below.
Representative of the Noteholders	Accounting Partners S.r.l., an Italian limited liability company (*società a responsabilità limitata*) organised under the laws of the Republic of Italy, having its registered office at Corso Re Umberto 8, Turin (Italy), acting through its operating office a Via Statuto 10, 20121 Milan (Italy), registered with the companies' register of Turin and fiscal code no. 09180200017, is the representative of the holders of the Notes ("**Representative of the Noteholders**") pursuant to the Intercreditor Agreement (as defined below) dated 3 August, 2016 (the "**Signing Date**"). See "*The Computation Agent and the Representative of the Noteholders*", below.
Servicer	Iccrea BancaImpresa (in such capacity, the "**Servicer**") will administer the Portfolio on behalf of the Issuer pursuant to the terms of a servicing agreement dated the Initial Execution Date between the Issuer and the Servicer (the "**Servicing Agreement**"). See "*Transaction Overview – The Portfolio*", "*The Originator, the Servicer*" and "*The Servicing Agreement*", below.
Back-up Servicer	Iccrea Banca S.p.A. is a bank incorporated as a joint stock company (*società per azioni*) organised under the laws of the Republic of Italy, registered with the companies' register held in Rome, Italy at number 04774801007, fiscal code and VAT number 04774801007, registered with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of the Banking Act under number n. 5251 ("**Iccrea Banca**"). Iccrea Banca is directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by ICCREA Holding S.p.A. and belongs to the "*Gruppo Bancario ICCREA*" registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under number 20016.2 (the "**ICCREA Banking Group**"). Iccrea Banca's registered office is at via Lucrezia Romana, 41-47, I-00178 Rome, Italy. Iccrea Banca (in such capacity, the "**Back-up Servicer**") will, pursuant to the terms of a back-up servicing agreement dated the Signing Date 2016 between the Issuer and the Back-up Servicer (the "**Back-up Servicing Agreement**"), act as Servicer subject to the appointment of Iccrea BancaImpresa as Servicer being terminated.

The Back-up Servicer Facilitator	Zenith Service S.p.A., a company incorporated as a joint stock company (*società per azioni*) organised under the laws of the Republic of Italy, registered with the companies' register held in Milan, Italy at number 02200990980, fiscal code and VAT number 02200990980, having its registered office at Via A. Pestalozza, n. 12/14, Milan, Italy, corporate capital Euro 2,000,000.00 in its capacity as "**Back-up Servicer Facilitator**" pursuant to the terms of a Back-up Servicing Agreement. See "*The Back-up Servicing Agreement*", and "*The Agency and Accounts Agreement*", below
Arranger	Iccrea Banca S.p.A., in such capacity the sole "**Arranger**".
Corporate Services Provider	F2A S.r.l., an Italian limited liability company (*società a responsabilità limitata*) organised under the laws of the Republic of Italy, having its registered office at via della Moscova, 3, 20121 Milan (Italy), acting through its operating office at Via Barberini, 47, 00187 Rome (Italy), registered with the companies' register of Milan no. 08050380966, fiscal code and VAT number 08050380966,is the corporate services provider to the Issuer (the "**Corporate Services Provider**"). Pursuant to the terms of a corporate services agreement dated the Signing Date (the "**Corporate Services Agreement**"), the Corporate Services Provider has agreed to provide certain administrative and secretarial services to the Issuer. See "*the Corporate Services Provider*", below.
Principal Paying Agent	Citibank, N.A., London Branch, ("**CITI, London Branch**") a bank incorporated under the laws of United States of America, acting through its London branch, registered in the United Kingdom under number BR001018, having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom, or any other person for the time being acting as such, is the paying agent (in such capacity, the "**Principal Paying Agent**") pursuant to the terms of the Agency and Accounts Agreement. See "*Transaction Overview –*, "*The Agency and Accounts Agreement*" and "*The Principal Paying Agent and the Agency Bank*", below.
Account Bank	Citibank, N.A. Milan Branch, ("**CITI, Milan Branch**"), a bank incorporated under the laws of United States of America, having its registered office at 701 East 60th Street North, Sioux Falls, South Dakota, U.S.A., acting through its Milan branch, enrolment in the companies' register of Milan number 600769, registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under number 4630, having its registered office at Via dei Mercanti 12, 20121 Milan, Italy, acting in its capacities is the account bank to the Issuer in respect of the Issuer's bank accounts (in such capacity, the "**Account Bank**") pursuant to the terms of the Agency and Accounts Agreement. The Account Bank has opened, and will maintain, certain bank accounts in the name of the Issuer which will be operated, in the name and on behalf of the Issuer. See "*Transaction Overview – The Accounts*", "*The Agency and Accounts Agreement*", "*The Issuer's bank accounts*" and "*The Account Bank and the*

Italian Paying Agent" below.

Agent Bank

CITI, London Branch, or any other person for the time being acting as such, is the agent bank (in such capacity, the "**Agent Bank**") pursuant to the terms of the Agency and Accounts Agreement.

See "*Transaction Overview – The Accounts*" and "*The Agency and Accounts Agreement*", below.

Italian Paying Agent

CITI, Milan Branch, or any other person for the time being acting as such, is the Italian paying agent (in such capacity, the "**Italian Paying Agent**" and, together with the Principal Paying Agent, the "**Paying Agents**") pursuant to the terms of the Agency and Accounts Agreement.

See "*Transaction Overview - The Agency and Accounts Agreement*" and "*The Account Bank and the Italian Paying Agent*", below.

Expenses Account Bank

ICCREA Banca S.p.A., or any other person for the time being acting as such, is the holder of the Expenses Account (the "**Expenses Account Bank**") pursuant to the terms of the Agency and Accounts Agreement.

See "*Transaction Overview – The Accounts*" and "*The Agency and Accounts Agreement*", below.

Computation Agent

Accounting Partners S.r.l., or any other person for the time being acting as such, will be 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 Account Bank, the Principal Paying Agent, the Italian Paying Agent and the Agent Bank (the "**Agency and Accounts Agreement**").

See "*The Computation Agent and the Representative of the Noteholders*" and "*The Agency and Accounts Agreement*", below.

Listing Agent

A&L Goodbody, a company incorporated under the laws of the Republic of Ireland, having its registered office at IFSC, North Wall Quay, Dublin 1 (the "**Listing Agent**").

Overview of the Notes

The Notes

On 10 August 2016 (the "**Issue Date**"), the Issuer will issue:

(a) € 202,300,000.00, Class A1 Asset-Backed Floating Rate Notes due 2042 (the "**Class A1 Notes**");

(b) € 480,000,000.00 Class A2 Asset-Backed Floating Rate Notes due 2042 (the "**Class A2 Notes**");

(c) € 65,000,000.00 Class B Asset-Backed Floating Rate Notes due 2042 (the "**Class B Notes**");

(d) € 9,400,000.00 Class C Asset-Backed Floating Rate Notes due 2042 (the "**Class C Notes**"); and

(e) € 617,460,000.00 Class D Asset-Backed Notes due 2042 (the "**Junior Notes**" and, together with the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class C Notes, the "**Notes**").

The Class A1 Notes and the Class A2 Notes, are together referred to as the "**Senior Notes**" or the "**Class A Notes**".

The Class A Notes and the Class B Notes are together referred to as "**Rated Notes**".

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

Form and denomination of the Notes

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

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

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

Ranking

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

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

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

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

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

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

(b) in respect of the obligations of the Issuer to repay principal on the

Notes prior to the service of a Trigger Notice:

(i) the Class A1 Notes rank *pari passu* and without any preference or priority among themselves and in priority to the repayment of principal on the Class A2 Notes, Class B Notes, Class C Notes and the Junior Notes;

(ii) the Class A2 Notes rank *pari passu* and without any preference or priority among themselves and in priority to the repayment of the principal on the Class B Notes, Class C Notes and the Junior Notes but subordinate to the repayment of the principal on the Class A1 Notes and no amount of principal in respect of the Class A2 Notes shall become due and payable or be repaid until redemption in full of the Class A1 Notes;

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

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

(v) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to repayment of principal on the Class A Notes, the Class B Notes and the Class C 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, the Class B Notes and the Class C Notes;

(c) in respect of the obligations of the Issuer to pay interest and to repay principal on the Notes following the service of a Trigger Notice:

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

(ii) principal on the Class A Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Class B Notes, the Class C Notes and the Junior Notes, but subordinate to payment of interest on the Class A Notes;

(iii) interest on the Class B Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Class C Notes and on the Junior Notes, but subordinate to payment of interest and repayment of principal on the Class A

Notes;

(iv) principal on the Class B Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Class C Notes and on the Junior Notes, but subordinate to (i) payment of interest and repayment of principal on the Class A Notes and (ii) payment of interest on the Class B Notes;

(v) interest on the Class C Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and to repay principal on the Junior Notes, but subordinate to payment of interest and repayment of principal on the Class A Notes and on the Class B Notes;

(vi) principal on the Class C Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Junior Notes, but subordinate to (i) payment of interest and repayment of principal on the Class A Notes and on the Class B Notes and (ii) payment of interest on the Class C Notes; and

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

See "*Transaction Overview - Priorities of Payments*", "*Transaction Overview – Optional Redemption of the Notes*", "*Risk factors - Subordination*" and "*Terms and Conditions of the Notes*", below.

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

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

Costs

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

Interest on the Notes

The Class A1 Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 3-months EURIBOR (as determined by the Agent Bank in accordance with the Conditions) plus a margin of 0.10 per cent. per annum.

The Class A2 Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 3-months EURIBOR (as determined by the Agent Bank in accordance with the Conditions) plus a margin of 0.85 per cent. per annum.

The Class B Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 3-monts EURIBOR (as determined by the Agent Bank in accordance with the Conditions) plus a margin of 1.15 per cent. per annum.

The Class C Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 3-monts EURIBOR (as determined by the Agent Bank in accordance with the Conditions) plus a margin of 1.20 per cent. per annum.

The Junior Notes will bear interest in accordance with Conditions 6(a) (*Interest Periods*) and 6(d) (*Junior Notes Remuneration and Junior Notes Additional Remuneration*).

Under no circumstance the interest on the Notes will be a negative number.

Interest on each Class of Notes will be payable in euro in arrears on each Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*).

"**Payment Date**" means (a) prior to the service of a Trigger Notice, 17 December 2016 (being the first Payment Date), and, thereafter 17 March, 17 June, 17 September and 17 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, with adjustment on the interest due) and (b) following the service of a Trigger 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 general business in Milan, London and the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System (or any successor thereto) is open.

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

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

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

Withholding tax on the Notes

A Noteholder who is resident for tax purposes 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, as amended and supplemented from time to time, a "**Decree 239 Withholding**").

Upon the occurrence of any withholding for or on account of tax, whether or not through a substitute tax, from any payments of amounts due under the Notes, neither the Issuer, the Originator, the Representative of the Noteholders, the Principal 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.

Security for the Notes

By operation of Italian law, the Issuer's right, title and interest in and to the Receivables will be segregated from all other assets, if any, 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**"), the holders of the Class C Notes (the "**Class C Noteholders"**) and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Class A Noteholders, the Class B Noteholders and the Class C 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 Receivables (together, the "**Issuer Creditors**").

The Issuer will grant the following security:

In addition and without prejudice to the segregation provided by the Securitisation Law, an Italian law deed of pledge to be executed on or around the Issue Date (the "**Deed of Pledge**") pursuant to which the Issuer will grant, concurrently with the issue of the Notes, in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees, but excluding the Receivables and the relevant proceeds defined and identified as "*Incassi*" in the Transfer Agreement) to which the Issuer is entitled from time to time pursuant to the Transaction Documents (other than the Mandate Agreement, these Conditions and the Deed of Pledge)

See "*The other Transaction Documents – The Deed of Pledge*", and the "*Terms and Conditions of the Notes*", below.

Intercreditor Agreement

On the Signing Date, the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Computation Agent, the Account Bank, the Expenses Account Bank, Iccrea BancaImpresa (in any capacity), the Corporate Services Provider, the Class A Notes and the Class B Notes Underwriters, the Class C Notes and the Junior Notes Underwriter, the Arranger, the Back-up Servicer and the Back-up Servicer Facilitator (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.

Class A Notes and Class B Notes Subscription Agreement

Pursuant to a subscription agreement to be entered into on or prior to the Issue Date, between the Issuer, the Representative of the Noteholders, the Originator, the Arranger and the Class A Notes Underwriters and the Class B Notes Underwriter (the "**Class A Notes and the Class B Notes Subscription Agreement**"), the Class A Notes Underwriters and the Class B Notes Underwriter shall subscribe respectively for the Class A Notes and for the Class B Notes and pay the Issuer the issue price for the Class A Notes and for the Class B Notes on the Issue Date.

Class C Notes and Junior Notes Subscription Agreement

Pursuant to a subscription agreement entered into on or prior to the Issue Date between the Issuer, the Representative of the Noteholders and the Originator (the "**Class C Notes and Junior Notes Subscription**

	Agreement") the Originator shall subscribe for the Class C Notes and the Junior Notes and pay the Issuer the issue price for the Class C Notes and the Junior Notes on the Issue Date.
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, *inter alia*, following the service of a Trigger 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 of the Notes	Application has been made for the Class A Notes and for the Class B Notes to be listed on the Irish Stock Exchange. No application has been made to list the Class C Notes or the Junior Notes on any stock exchange.
Ratings	Upon issue it is expected that the Class A1 Notes will be rated, respectively, "Aa2" by Moody's and "AAA" by DBRS. Upon issue it is expected that the Class A2 Notes will be rated, respectively, "Aa2" by Moody's and "AA (low)" by DBRS. Upon issue it is expected that the Class B Notes will be rated, respectively, "A1" by Moody's and "A" 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 of the Rating Agencies. The Class C Notes and the Junior Notes will not be assigned a rating.
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.

The Portfolio

Transfer of the Receivables	On the Initial Execution Date and pursuant to the terms of the Transfer Agreement, the Originator sold to the Issuer without recourse (*pro soluto*) the Initial Receivables arising from the Initial Portfolio in accordance with the Securitisation Law. See "*The Initial Portfolio*" and "*The Transfer Agreement*" below.
Transfer of Subsequent Receivables	Subject to the terms of the Transfer Agreement, the Originator may sell to the Issuer, who will be obliged to purchase, Subsequent Portfolios, on a quarterly basis during the Revolving Period, the monetary claims and connected rights "the "**Subsequent Receivables**" and together with the Initial Receivables, the "**Receivables**") arising from additional portfolios of lease contracts (the "**Subsequent Portfolios**" and, together with the Initial Portfolio, the "**Portfolio**"), granted, or to be granted, by Iccrea BancaImpresa and having substantially the same characteristics as the Initial Portfolio. See the eligibility criteria and the condition for purchase of Subsequent Portfolios in "*The Transer Agreement*" below.

The Originator's right to offer for sale the relevant Subsequent Receivables and the Issuer's obligation to purchase Subsequent Receivables will cease at the beginning of the Amortisation Period.

"**Revolving Period**" means the period from and including the Issue Date and ending on the Payment Date falling in September 2018 (included) or, if earlier, on the Payment Date (included) immediately preceding the date on which a Purchase Termination Event Notice or a Trigger Notice is delivered.

"**Amortisation Period**" means the period from and including (a) the Payment Date falling in December 2018 or, if earlier, (b) the date on which a Purchase Termination Event Notice or a Trigger Notice is delivered by the Representative of the Noteholders to the Issuer and ending on the date on which all amounts due under the Notes have been paid in full.

See "*The Transfer Agreement*".

Pools of Receivables

The Receivables will be divided into the following four pools (each, a "**Pool**"):

(a) "**Pool No. 1**": the aggregate of the Receivables originating from Lease Contracts the underlying Assets of which are industrial vehicles giving a flow exceeding 3500 Kg (*veicoli industriali di portata superiore a 35 quintali*);

(b) "**Pool No. 2**": the aggregate of the Receivables originating from Lease Contracts the underlying Assets of which are equipment or machinery (*strumentale*);

(c) "**Pool No. 3**": the aggregate of the Receivables originating from Lease Contracts the underlying Assets of which are Real Estates (*immobili*); and

(d) "**Pool No. 4**": the aggregate of the Receivables originating from Lease Contracts the underlying Assets of which are automobiles or commercial vehicles giving a flow not exceeding 3500 Kg (*autoveicoli o veicoli commerciali di portata inferiore a 35 quintali*).

"**Asset**" means any real property, any registered movable property or any unregistered movable property for which the leases are taken.

Conditions for purchase of Subsequent Portfolios

Under the Transfer Agreement, during the Revolving Period, the Issuer shall acquire Subsequent Portfolios only if certain conditions are met in relation to, *inter alia*, the Portfolio Delinquency Ratio, the Portfolio Default Ratio, minimum weighted average margins for the Portfolio, concentration risk (by single Lessee and top ten Lessees), geographical distribution, ratio of Residual to Outstanding Principal, Pool Delinquency Ratio and Pool Default Ratio.

In particular, as reported in the most recent Reporting Date, in relation to each Pool, the Pool Delinquency Ratio and the Pool Default Ratio (each as defined below) must not have exceeded for two consecutive Settlement Periods the percentages set forth below for such Pool:

	Pool Default Ratio	**Pool Delinquency Ratio**
Pool No. 1	1.50%	6.50%
Pool No. 2	2.25%	7.63%
Pool No. 3	2.30%	8.03%
Pool No. 4	1.40%	6.50%

See "*The Initial Portfolio*" and "*The Transfer Agreement*".

Purchase Termination Events

A "**Purchase Termination Event**" will have occurred if:

(i) *Portfolio performance*

(A) the Portfolio Delinquency Ratio for two consecutive Settlement Periods exceeds 7.40 per cent.; or

(B) the Portfolio Default Ratio for two consecutive Settlement Periods exceeds 2.00 per cent.; or

(C) for two consecutive Payment Dates the sum of:

(I.) the Outstanding Principal of:

(X) the Collateral Portfolio at the end of the Settlement Period (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and

(Y) the Subsequent Portfolio in relation to which a Transfer Notice has been sent by the Originator to the Issuer on a date immediately preceding the relevant Payment Date; and

(II.) the aggregate balance of the Payments Account, and the Debt Service Reserve Account after having made all payments due and payable on such Payment Date in accordance with the applicable Priority of Payments, is lower than the sum of the Principal Amount Outstanding of the Notes, or

(D) for two consecutive Payment Dates, the ratio between:

(I.) the balance of the Payments Account after having made all payments due and payable on such Payment Date; and

(II.) the sum of:

(X) the Outstanding Principal of:

(i) the Collateral Portfolio at the end of the Settlement Period (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and

(ii) the Subsequent Portfolio in relation to which a Transfer Notice has been sent by the Originator to the Issuer on a date immediately preceding the relevant Payment Date; and

(Y) the balance of the Payments Account after having made all payments due and payable on such Payment Date is higher than 10.00 per cent.; or

(E) the Portfolio Cumulative Gross Default Ratio, as revealed in the Servicer Report prepared on the Reporting Date immediately

preceding the relevant Offer Date, is higher than, for two consecutive Settlement Periods, the percentage indicated under the heading "maximum percentage of the Portfolio Cumulative Gross Default Ratio applicable to each Settlement Period**"** applicable to each Settlement Period:

Settlement Period in relation to which the Portfolio Cumulative Gross Default Ratio is calculated	***maximum percentage of the Portfolio Cumulative Gross Default Ratio Event applicable to each Settlement Period***
First Settlement Period	1,25%
Second Settlement Period	1,75%
Third Settlement Period	2,25%
Fourth Settlement Period	3,00%
Fifth Settlement Period	3,50%
Sixth Settlement Period	4,50%
Seventh Settlement Period	5,00%
Eighth Settlement Period	6,00%
Ninth Settlement Period	7,50%

(ii) *Breach of obligations by the Originator*

the Originator defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is party and such default continues and remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the Originator, confirming that such default is, in its opinion, materially prejudicial to the interests of the Class A Noteholders and Class B Noteholders. If, in the reasonable opinion of the Representative of the Noteholders, such default is incapable of being remedied, no written notice will be given; or

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

any of the representations and warranties made or repeated by the Originator under any of the Transaction Documents to which it is a party is incorrect or misleading in any material respect when made or deemed to be repeated, and such breach is, in the reasonable opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Class A Noteholders and Class B Noteholders; or

(iv) *Insolvency of the Originator*

the competent authority has approved any measure requesting the commencement of a compulsory administrative liquidation against the Originator, or the Originator has been submitted to any of the proceedings under Title V of the Banking Act or under D. Lgs. 16 November 2015 No. 180, or the Originator has passed a resolution for its submission to any insolvency proceedings;

(v) *Winding-up of the Originator*

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

(vi) *Change of control*

the holding company of the banking group to which Iccrea BancaImpresa S.p.A. belongs is not, or ceases to be, an entity established or having its registered office in a Member State of the European Union; or

(vii) *Under Collateralisation*

on any Payment Date the sum of:

(a) the Outstanding Principal of:

(A) the Collateral Portfolio at the end of the Settlement Period (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and

(B) the Subsequent Portfolio in relation to which a Transfer Notice has been sent by the Originator to the Issuer on the date immediately preceding the relevant Payment Date; and

(b) the aggregate balance of the Payments Account and the Debt Service Reserve Account after having made all payments due and payable on such Payment Date in accordance with the applicable Priority of Payments,

is lower than the aggregate of the Principal Amount Outstanding of the Rated Notes.

In the event that a Purchase Termination Event occurs, the Representative of the Noteholders shall give written notice of the occurrence of the same to each of the Issuer, Iccrea BancaImpresa, the Principal Paying Agent, the Italian Paying Agent, the Corporate Servicer, the Rating Agencies, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the EIB and the EIF by serving a Purchase Termination Event Notice in accordance with the Terms and Conditions of the Notes. The Bank acknowledges that the conditions of the above mentioned Purchase Termination Event Notice are regulated by the Terms and Conditions of the Notes for the exclusive benefit of the Noteholders, as a consequence, such communication would be in any case effective in respect of

Iccrea BancaImpresa at the moment of the reception.

"**Portfolio Cumulative Gross Default Ratio**" means, in respect of any Settlement Period, the percentage, calculated on the last Receivables Collection Date of such Settlement Period, equivalent to the ratio between: (i) the aggregate of the Defaulted Amount in relation to the Defaulted Lease Contracts comprised in the Portfolio since the Initial Execution Date; and (ii) the aggregate of the Outstanding Principal of the Initial Portfolio and each Subsequent Portfolio, in each case as at the date of the relevant transfer to the Issuer.

A "**Portfolio Cumulative Gross Default Ratio Event**" will have occurred if on any Payment Date the Portfolio Cumulative Gross Default Ratio, as calculated in respect of the immediately preceding Settlement Period and reported in the Servicer Report prepared on the Reporting Date immediately preceding such Payment Date, is higher than the percentage indicated under the heading "Percentage" in the table below against the corresponding Settlement Period:

Settlement Period	Percentage
1	1.25%
2	1.75%
3	2.25%
4	3.00%
5	3.50%
6	4.50%
7	5.00%
8	6.00%
9	7.50%

Warranties in relation to the Portfolio

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

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

Servicing and collection procedures

Pursuant to the terms of the Servicing Agreement, the Servicer has agreed to administer and service the Portfolio on behalf of the Issuer and, in particular, to administer and manage each Receivable as well as the relationship with any person who is a lessee under a Lease Contract (a "**Lessee**").

"**Lease Contracts**" means, from time to time, the aggregate of the lease contracts comprised in the Portfolio, the Receivables in respect of which are transferred from time to time to the Issuer in accordance with the Transfer Agreement and "**Lease Contract**" means any one of these.

Monies received or recovered in respect of the Lease Contracts and related Receivables (the "**Collections**") are initially paid to Iccrea BancaImpresa in its capacity as Servicer.

Under the Servicing Agreement, the Servicer is required to transfer into the Transaction Account any amounts to be paid by any Lessee under a Lease Contract in accordance with the procedure described in the Servicing Agreement. The Servicing Agreement provides that if monies already transferred to the Transaction Account are identified as having not been paid, in whole or in part, by the relevant Lessee, following the verification activity carried out by the Servicer, the Servicer may deduct those unpaid amounts from the Collections not yet transferred to the Issuer.

Collections in respect of the Lease Contracts will be calculated by reference to Quarterly Collection Periods.

"**Quarterly Collection Period**" means (a) prior to the service of a Trigger Notice, each period commencing from (and excluding) the Receivables Collection Date immediately preceding a Payment Date to (and including) the Receivables Collection Date immediately preceding the following Payment Date, provided that the Quarterly Collection Period in respect of the first Payment Date shall begin on (and include) the Issue Date and end on (and include) the Receivables Collection Date immediately preceding the first Payment Datemeans; and (b) following the service of a Trigger Notice, each period commencing on (but excluding) the last date of the preceding Quarterly Collection Period and ending on (and including) the immediately following Accumulation Date;

"**Receivables Collection Date**" means the first Business Day of each calendar month.

The Servicer has undertaken to prepare and submit to the Issuer, the Computation Agent, the Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Corporate Servicer, the Representative of the Noteholders, the Arranger, the EIB, the EIF, Moody's and DBRS by no later than 25 February, 25 May, 25 August and 25 November in each calendar year with the first quarterly Reporting Date falling on 25 November 2016 (or, if any such date is not a Business Day, the immediately following Business Day) (each such date, a "**Reporting Date**") quarterly reports (each, a "**Servicer Report**") in the form set out in the Servicing Agreement and containing information as to, *inter alia*, the Portfolio and the Collections.

See "*The Servicing Agreement*", below.

Servicing Fees

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio, on each Payment Date and in accordance with the Priority of Payments, the Issuer will pay to the Servicer the servicing fee which is comprised of:

(a) 0.10 per cent. (plus value added tax, to the extent applicable) of the aggregate Collections relating to Receivables (other than Defaulted Receivables or Delinquent Receivables) received during the preceding Settlement Period and calculated on the Determination Date immediately preceding the relevant

Payment Date;

(b) 0.30 per cent. (plus value added tax, to the extent applicable) of the Outstanding Principal recovered in relation to Defaulted Receivables or Delinquent Instalments during the immediately preceding Settlement Period as calculated on the Determination Date immediately preceding the relevant Payment Date. The Servicer will also be entitled to reimbursement of expenses, including, among others, duly documented fees of external legal counsels sustained in connection with its recovery activity; and

(c) a quarterly fee of € 5,000.00 (plus value added tax to the extent applicable) in connection with certain compliance and consultancy services provided by the Servicer pursuant to the Servicing Agreement,

(the "**Servicing Fee**").

"**Defaulted Lease Contract**" means a Lease Contract: (i) which has been terminated for breach of contract (*inadempimento*) or bankruptcy (*fallimento*); or (ii) under which there are six or more Delinquent Instalments (in the case of Lease Contracts providing for monthly payments); or (iii) under which there are two or more Delinquent Instalments (in the case of Lease Contracts providing for quarterly payments).

"**Defaulted Receivables**" means the Receivables which arise from Defaulted Lease Contracts.

"**Delinquent Lease Contract**" means a Lease Contract under which there is or are one or more Delinquent Instalments and that has not been qualified as Defaulted Lease Contract.

"**Delinquent Instalment**" means, in respect of any Receivables, an Instalment which, at a given date, is due but not paid, even in part, by the relevant Lessee and remains such for at least 25 (twenty five) days following the date on which it should have been paid.

"***Contratti in perdita definitiva***" means the Lease Contracts which have been Defaulted Lease Contracts for more than six consecutive months.

See "*The Servicing Agreement*", below.

The Accounts

The Accounts opened with the Account Bank

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Account Bank for the purposes of this Securitisation the following accounts:

(a) a euro-denominated current account into which, *inter alia*, the Servicer will be required to transfer all the Collections as they are collected in accordance with the Servicing Agreement (the "**Transaction Account**"); and

(b) a euro-denominated current account into which the Issuer will be required to deposit and maintain the Debt Service Reserve Amount. The Debt Service Reserve Account will be funded (i) on the Issue Date, in an amount equal to € 5,548,745.04 by utilising the Interest Components collected between the Valuation Date and the Receivables Collection Date falling in August 2016; (ii) in an amount equal to € 9,400,000.00 by utilising the proceeds deriving from the subscription of the Class C Notes under the Class C Notes and Junior Notes Subscription Agreement; and (iii) on each

Payment Date, for so long as there are Rated Notes outstanding, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds (the "**Debt Service Reserve Account**"); and

(c) a euro-denominated current account into which, *inter alia*, (i) on each Payment Date or, (ii) upon CITI, Milan Branch ceasing to act as Account Bank, on the Business Day preceding each Payment Date, the Issuer will be required to transfer from the other Accounts the amounts necessary to make the payments due in accordance with the applicable Priority of Payments; (the "**Payments Account**")

The Account opened with the Expenses Account Bank

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has also opened with the Expensens Account Bank for the purposes of this Securitisation an euro-denominated current account into which the Issuer will deposit € 80,000.00 (the "**Retention Amount**") on the Issue Date (the "**Expenses Account**"). In case of any termination of the appointment of Iccrea BancaImpresa as Servicer under the Servicing Agreement the Retention Amount will be equal to € 200,000.00. The Expenses Account will be replenished on each Payment Date, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds, 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 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 to the above, should the Issuer resolve to invest in Eligible Investments, in accordance with the Agency and Accounts Agreement, the Issuer will open a securities account with an Eligible Institution into which all securities constituting Eligible Investments will be deposited (the "**Securities Account**" and, together with the Payments Account, the Transaction Account, the Debt Service Reserve Account and the Expenses Account, the "**Accounts**").

The Issuer has also opened with ICCREA Banca S.p.A. a euro-denominated account (the "**Equity Capital Account**") into which the sum representing 100 per cent of the Issuer's equity capital (equal to € 10,000.00) has been deposited and will remain deposited for so long as all notes issued or to be issued by the Issuer (including the Notes) have been paid in full.

For a more detailed description of the cash flows through the Accounts, see "*The Issuer's bank accounts*", below.

Provisions relating to the Account Bank

Pursuant to the Agency and Accounts Agreement, the Account 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 Transaction Account, the Debt Service Reserve Account and the Payments Account.

If the Account Bank ceases to be an Eligible Institution,

(a) the Account Bank will notify the Representative of the Noteholders,

the Issuer and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is (i) a depository institution or a branch of a depository institution acting through an office or branch located in Italy and (ii) an Eligible Institution willing to act as successor Account Bank hereunder; and

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

(i) appoint that bank specified above as successor Account Bank (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 Account 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 Account Bank;

(ii) open a replacement Transaction Account and a replacement Debt Service Reserve Account with the successor Account Bank specified in (i) above;

(iii) transfer the funds standing to the credit of, or deposited with, respectively, the Transaction Account, the Debt Service Reserve Account and the Payments Account to the credit of the relevant replacement accounts set out above;

(iv) close the Transaction Account, the Debt Service Reserve Account and the Payments Account once the steps under (i), (ii) and (iii) are completed; and

(v) terminate the appointment of the Account 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 transfer of all files, documents and any funds to the successor Account Bank (which, for the avoidance of doubt, shall not include include any fees payable to, or costs and expenses of, the successor Account Bank) under (a) above shall be borne by the outgoing Account Bank.

Provisions relating to the Principal Paying Agent

Pursuant to the Agency and Accounts Agreement, the Principal Paying Agent has agreed to, amongst others, making payment, of interest and the repayment of principal, with the support of the Italian Paying Agent, in respect of the Notes.

If the Principal Paying Agent ceases to be an Eligible Institution,

(a) the Principal Paying Agent will notify the Representative of the Noteholders, the Issuer and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is an Eligible Institution willing to act as successor Principal Paying Agent hereunder; and

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

(i) appoint that bank specified above as successor Principal Paying Agent (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 Principal Paying Agent, 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 Principal Paying Agent; and

(ii) terminate the appointment of the Principal Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i) are completed

provided that the administrative costs incurred with respect to the transfer of all files, documents and any funds to the successor Principal Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Principal Paying Agent) under (a) above shall be borne by the outgoing Principal Paying Agent.

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America whose unsecured and unsubordinated debt obligations are rated at least:

(i) with respect to Moody's: at least a "Baa2" long-term rating by Moody's or, in the event of a depository institution which does not have a long-term rating by Moody's, at least a "P-2" short-term rating by Moody's; and

(ii) with respect to DBRS:

- at least "A" by DBRS in respect of long-term debt public rating; or
- if there is no such public rating, a private rating supplied by DBRS of at least "A";or
- in the event of a depository institution which does not have a private rating nor a public rating from DBRS, then for DBRS the Eligible Institution will mean a depository institution which has the DBRS Minimum Rating of at least "A";

or such other rating being compliant with the Moody's and DBRS published criteria applicable from time to time.

Provisions relating to the Italian Paying Agent

Pursuant to the Agency and Accounts Agreement, the Italian Paying Agent has agreed to, amongst others, provide local directions as to the payment, or making payment, of interest and the repayment of principal in respect of the Notes..

Provisions relating to the

Agent Bank

Pursuant to the Agency and Accounts Agreement, the Agent Bank has agreed to, amongst others, determine the rate of interest payable in respect of the Notes.

Provisions relating to the Computation Agent

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 Portfolio and the Notes. On the fifth Business Day prior to each Payment Date (each such date, a "**Determination Date**"), the Computation Agent will calculate, *inter alia*, the Issuer Interest Available Funds and the Issuer Principal Available Funds and the payments to be made under the Priority of Payments set out below based, *inter alia*, on the Statement of the Debt Service Reserve Account and the Transaction Account, the Statement of the Expenses Account and the Statement of the Payments Account, the Servicer Reports and will prepare a report (the "**Payments Report**") setting forth, *inter alia*, each of the above amounts and will deliver the Payments Report by electronic means and/or fax to, *inter alia*, the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arranger, the Class A Notes Underwriters, the Class B Notes Underwriter, the Paying Agents, the Servicer, the Rating Agencies and, with exclusive regard to the Class A Notes and the Class B Notes, the Irish Stock Exchange if required by the rules of the Irish Stock Exchange, by no later than 6.00 p.m. (London time) on each Determination Date. Following distribution of the Payments Report, the Computation Agent will promptly prepare an instruction for the payment of the amounts detailed in the relevant Payments Report to be submitted to the Issuer for authorisation purposes and to be forwarded to the Account Bank by no later than 12.00 p.m. - noon (CET) two Business Days prior to the relevant Payment Date once signed by the Issuer.

In addition, the Computation Agent will prepare and deliver by no later than 5 (five) Business Days following each Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) to the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arranger, the Class A Notes Underwriters, the Class B Notes Underwriter, the Paying Agents, the Servicer and the Rating Agencies and, with exclusive regard to the Class A Notes and the Class B Notes, the Irish Stock Exchange if required by the rules of the Irish Stock Exchange, a report containing details of, *inter alia*, the Receivables, amounts received by the Issuer from any source during the preceding Settlement Period and amounts paid by the Issuer during such Settlement Period as well as on the immediately preceding Payment Date (the "**Investor Report**"). Furthermore, the Computation Agent will deliver the Investor Report on the same date to Bloomberg®. The first Investor Report will be available by no later than 5 (five) Business Days following the Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) falling in December 2016. The Investor Report will also be freely available on the website of the Computation Agent, currently at www.accountingpartners.it.

In carrying out its duties, the Computation Agent will be entitled to rely on certain information provided to it by the Servicer, the Account Bank, the Agent Bank, the Expenses Account Bank, the Paying Agents, the Corporate

Services Provider and the Issuer.

Provisions relating to the Servicer in the Agency and Accounts Agreement

Pursuant to the Agency and Accounts Agreement, should the Computation Agent fail to comply with its duties to deliver, in due time, the Payments Report or any other reports the Computation Agent shall deliver, then the Servicer will use its effort to collect the necessary information and to prepare, at the costs of the Computation Agent, the missing report or cause the missing report to be prepared within the Business Day immediately after the date on which the missing report was due, provided that the Servicer shall not be held liable for performing such action except in case of its willful misconduct or gross negligence. Should the failure of the Computation Agent be attributable to its fault, then the Representative of the Noteholders shall terminate the appointment of the Computation Agent and appoint a new computation agent. If the Representative of the Noteholders fails to remove the Computation Agent within 10 days from the date of the missing report was due, such action will be taken by the Servicer."

Payments under the Notes

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

Priorities of Payments

Issuer Interest Available Funds

On each Determination Date, the Computation Agent will calculate the Issuer Available Funds which will be used by the Issuer to make the payments contained in the Priority of Payments set out below.

"**Issuer Interest Available Funds**" means, on each Determination Date and in respect of the immediately following Payment Date, an amount equal to the sum of:

(a) the Interest Components received by the Issuer in respect of the Receivables in the Portfolio (including Delinquent Receivables and Defaulted Receivables but excluding any Receivables arising from any *Contratto in perdita definitiva*) during the Quarterly Collection Period immediately preceding such Determination Date;

(b) without duplication of (a) above, an amount equal to the Interest Components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Transaction Account, after liquidation thereof on the immediately following Liquidation Date;

(c) all amounts of any interest accrued and available on each of the Accounts;

(d) the Revenue Eligible Investments Amount realised during the relevant Interest Period, if any;

(e) any recoveries received by the Issuer in respect of any *Contratto in perdita definitiva* during the Quarterly Collection Period

immediately preceding such Determination Date;

(f) any other amount standing to the credit of the Transaction Account and the Payments Account as at such Determination Date, including the amounts (if any) credited to the Transaction Account on the immediately preceding Payment Date out of item (xvii) of the Pre-Enforcement Interest Priority of Payments, but excluding those amounts constituting Issuer Principal Available Funds;

(g) without duplication of (a) above, payments made to the Issuer by any other party to the Transaction Documents during the Quarterly Collection Period immediately preceding such Determination Date, but excluding those amounts constituting Issuer Principal Available Funds;

(h) to the extent that the funds under (a) to (g) (inclusive) above would not be sufficient to make the payments falling due on the immediately following Payment Date under items (i) to (v) of the Pre-Enforcement Interest Priority of Payments the lower of (i) that portion of the Debt Service Reserve (less the Debt Service Reserve Excess, if any) which is equal to such shortfall and (ii) the Debt Service Reserve (less the Debt Service Reserve Excess if any).

Issuer Principal Available Funds

"**Issuer Principal Available Funds**" means, on each Determination Date and in respect of the immediately following Payment Date, an amount equal to the sum of:

(a) the Principal Components received by the Issuer in respect of the Receivables in the Portfolio (including Delinquent Receivables and Defaulted Receivables but excluding any Receivables arising from any *Contratto in perdita definitiva*) during the Quarterly Collection Period immediately preceding such Determination Date;

(b) without duplication of (a) above, an amount equal to the Principal Components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Transaction Account and the Debt Service Reserve Account, after liquidation thereof on the immediately following Liquidation Date;

(c) the Principal Deficiency Ledger Amount calculated in respect of such Determination Date;

(d) the Funds Provisioned for Amortisation as at such Determination Date, if any;

(e) any proceeds deriving from the sale of the Receivables (other than those relating to *Contratti in perdita definitiva*) in accordance with the Transaction Documents;

(f) any proceeds deriving from the sale of the Receivables following the exercise of the Portfolio Call Option;

(g) any amount that will be credited and/or retained to the Transaction Account on the immediately following Payment Date under item (ix) of the Pre-Enforcement Interest Priority of Payments;

(h) payments made to the Issuer by the Originator pursuant to the Warranty and Indemnity Agreement and/or the Transfer Agreement during the Quarterly Collection Period immediately preceding such Determination Date in respect of indemnities or damages for breach of representations or warranties;

(i) the Debt Service Reserve Excess, if any; and

(j) on the Determination Date immediately preceding the Final Redemption Date and on any Determination Date thereafter, (i) the balance standing to the credit of the Expenses Account at such dates and (ii) the balance standing to the credit of the Debt Service Reserve Account at such dates to the extent that such amounts are not already included in the Issuer Interest Available Funds as at such Determination Date;

"**Principal Components**" means the principal component of each Instalment.

"**Interest Components**" means the collections deriving from the interest component of each Instalment, the Prepayment Fees and any other amount which is not a Principal Component.

"**Prepayment Fees**" means the fee due by any Lessee opting for a voluntary prepayment of the relevant Lease Contracts.

"**Instalment**" means the scheduled monthly or quarterly payment, as the case may be, falling due from the Lessee under a Lease Contract.

"**Issuer Available Funds**" means in respect of the immediately following Payment Date (i) as of each Determination Date prior to the service of a Trigger Notice, the aggregate of all Issuer Interest Available Funds and all Issuer Principal Available Funds and (ii) as of each Determination Date following the service of a Trigger 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 Receivables, the Note Security and the Issuer's Rights under the Transaction Documents.

"**Funds Provisioned for Amortisation**" means, in respect of each Determination Date, the amounts, if any, retained in and/or credited to the Transaction Account on the immediately preceding Payment Date under item (ii)(A) of the Pre-Enforcement Principal Priority of Payments.

Principal Deficiency Ledger

Pursuant to the Agency and Accounts Agreement the Computation Agent has established a principal deficiency ledger (the "**Principal Deficiency Ledger**") which will be used by the Computation Agent to record, as a debit entry, any Principal Losses (as defined below) in respect of the Receivables.

"**Principal Losses**" means the higher of: (A) in respect of the Lease Contracts which have become *Contratti in perdita definitiva* during a Settlement Period, the Outstanding Amount together with all penalty interest of such *Contratti in perdita definitiva*, calculated on the date when each such Lease Contract was qualified as *Contratto in perdita definitiva*; and (B) the amount necessary to make the sum of (I.) the Outstanding Principal of: (X) the Collateral Portfolio (as indicated in the Servicer

Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (Y) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date and (II.) the amounts that will be credited to the Transaction Account out of items (i)(A) and (ii)(A) of the Pre-Enforcement Principal Priority of Payments and the balance of the Debt Service Reserve Account after having made all payments due and payable on the relevant Payment Date, to be equal to the Principal Amount Outstanding of the Notes (after having made all payments of principal payable on the Rated Notes on such Payment Date).

A portion of the Issuer Interest Available Funds, available for such purpose in accordance with the Pre-Enforcement Interest Priority of Payments, will be utilised to reduce to zero the debit balance of the Principal Deficiency Ledger.

"**Principal Deficiency Ledger Amount**" means in respect of each Determination Date, the aggregate amounts which will be retained in and/or credited to the Transaction Account on the immediately following Payment Date pursuant to item (viii) of the Pre-Enforcement Interest Priority of Payments.

Pre-Enforcement Priorities of Payments

Pre-Enforcement Interest Priority of Payments

Prior to the service of a Trigger Notice, the Issuer Interest Available Funds as calculated on each Determination Date will be applied by the Issuer on the Payment Date immediately following such Determination Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Interest 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);

(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);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing 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, expenses and any 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 the Agent Bank, the Computation Agent, the Corporate Services Provider, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Account Bank, the Italian Paying Agent, the Principal Paying Agent, and the Expenses Account Bank, each under the Transaction Documents to which each of them is a party;

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

(v) *fifth*, in or *towards* satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class B Notes.

(vi) *sixth*, for so long as there are Class A Notes and Class B Notes outstanding, to credit the Debt Service Reserve Account with an amount to bring the balance of such account up to the Debt Service Reserve Amount;

(vii) *seventh*, following the occurrence of a Servicer Report Delivery Failure Event, but only if, on such Payment Date, the Servicer Report Delivery Failure Event is still outstanding, to credit to or retain in, as the case may be, all remaining amounts to the Transaction Account;

(viii) *eighth*, in or towards reduction of the Principal Deficiency Ledger to zero by crediting such amount to the Transaction Account;

(ix) *ninth*, to credit to or retain in the Transaction Account an amount equal to the portion of Issuer Principal Available Funds utilised under item (i)(B) of the Pre-Enforcement Principal Priority of Payments on the preceding Payment Date or, to the extent that such amounts have not already been credited to or retained in the Transaction Account, on any preceding Payment Date;

(x) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable to the Class A2 Notes Underwriter and to the Class B Notes Underwriter under the terms of the Class A Notes and Class B Notes Subscription Agreement;

(xi) *eleventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Class A Notes

and Class B Notes Subscription Agreement;

(xii) *twelfth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class C Notes;

(xiii) *thirteenth*, on the First Amortisation Payment Date and on each Payment Date thereafter, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes until the Class C Notes are repaid in full;

(xiv) *fourteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Iccrea BancaImpresa (in any capacity) under any of the Transaction Documents (but excluding any Subsequent Portfolio Purchase Price payable to Iccrea BancaImpresa under the Transfer Agreement), other than amounts already provided for in this Pre-Enforcement Interest Priority of Payments;

(xv) *fifteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, 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 Interest Priority of Payments);

(xvi) *sixteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Remuneration (if any) due and payable on the Junior Notes; and

(xvii) *seventeenth*, to credit the remainder (if any) to the Transaction Account.

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.

Pre-Enforcement Principal Priority of Payments

Prior to the service of a Trigger Notice, the Issuer Principal Available Funds as calculated on each Determination Date will be applied by the Issuer on the Payment Date immediately following such Determination Date in making payment or provision in the following order of priority (the "**Pre-Enforcement Principal Priority of Payments**" and, together with

the Pre-Enforcement Interest Priority of Payments, 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*,

(A) following the occurrence of a Servicer Report Delivery Failure Event, but only if on such Payment Date the Servicer Report Delivery Failure Event is still outstanding, to credit all amounts to, or retain in, the Transaction Account; or

(B) if a Servicer Report Delivery Failure Event has not occurred or is no longer outstanding, to pay all the amounts due under items (i) to (vi) of the Pre-Enforcement Interest Priority of Payments to the extent not paid under the Pre-Enforcement Interest Priority of Payments due to insufficiency of Issuer Interest Available Funds;

(ii) *second*,

(A) during the Revolving Period, on any Payment Date, in or towards purchase of Subsequent Receivables from the Originator in accordance with the terms of the Transfer Agreement and to credit or retain, as the case may be, all remaining amounts to the Transaction Account; or

(B) during the Amortisation Period:

(1) on the First Amortisation Payment Date and on each Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A1 Notes until the Class A1 Notes are repaid in full; and

(2) in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A2 Notes until the Class A2 Notes are repaid in full; and

(3) 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;

(iii) *third*, during the Amortisation Period, in or towards satisfaction of all amounts due and payable to the Class A2 Notes Underwriter under the terms of the Class A Notes and Class B Notes Subscription Agreement (if any) to the extent not paid under item (x) of the Pre-Enforcement Interest Priority of Payments;

(iv) *fourth*, during the Amortisation Period, in or towards satisfaction of all amounts due and payable to the Class B Notes Underwriter under the terms of the Class A Notes and Class B Notes Subscription Agreement (if any) to the extent not paid under item (x) of the Pre-Enforcement Interest Priority of Payments;

(v) *fifth*, during the Amortisation Period, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of

all amounts due and payable to the Arranger under the terms of the Class A Notes and Class B Notes Subscription Agreement (if any) to the extent not paid under item (xi) of the Pre-Enforcement Interest Priority of Payments;

(vi) *sixth*, during the Amortisation Period, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes until the Class C Notes are repaid in full;

(vii) *seventh*, during the Amortisation Period, in or towards satisfaction of all amounts due and payable to Iccrea BancaImpresa in any capacity under any of the Transaction Documents (if any) to the extent not paid under item (xiv) of the Pre-Enforcement Interest Priority of Payments;

(viii) *eight*, during the Amortisation Period, 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 the Retention Amount;

(ix) *ninth*, on the Final Redemption Date and on any 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 are redeemed in full; and

(x) *tenth*, 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,

provided, however, that payments to be made to the Originator under item (ii)(A) above, if any, may only be paid to the Originator by the Issuer on the later of: (i) the relevant Payment Date and (ii) the Business Day on which both the publication of the notice of the relevant assignment in the *Gazzetta Ufficiale della Repubblica Italiana* (Official Gazette of the Republic of Italy) and the registration of such notice with the competent companies' register are finalised. In the latter case, such amounts will be retained by the Issuer in the Transaction Account until such Business Day, in accordance with the terms of the Agency and Accounts Agreement.

Post-Enforcement Priority of Payments

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

(i) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable

legislation, incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

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

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties of the Issuer (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 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 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, expenses and any other amounts of 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 the Agent Bank, the Computation Agent, the Corporate Services Provider, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Account Bank, the Principal Paying Agent the Italian Paying Agent and the Expenses Account Bank, each under the Transaction Documents to which each of them is a party; and

(iv) *fourth*, 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;

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

(vi) *sixth*, in or 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 B Notes;

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

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable to the Class A2 Notes Underwriter and to the Class B Notes Underwriter under the terms of the Class A and Class B Notes Subscription Agreement (if any);

(ix) *ninth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Class A Notes and Class B Subscription Agreement (if any);

(x) *tenth*, in or 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 C Notes;

(xi) *eleventh*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes;

(xii) *twelfth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Iccrea BancaImpresa (in any capacity) under any of the Transaction Documents (other than amounts already provided for in this Post-Enforcement Priority of Payments);

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

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

(xv) *fifteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Remuneration (if any) due and payable on the Junior Notes.

The Issuer or the Representative of the Noteholders, on the Issuer's behalf, is entitled, pursuant to the Intercreditor Agreement, to dispose of the Receivables in order to finance the redemption of the Notes following the service of a Trigger Notice.

Redemption of the Notes

Final Maturity Date

Unless previously redeemed in full and cancelled as provided in this Condition, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Payment Date falling in September 2042 (the "**Final Maturity Date**"), subject as provided in Condition 8 (*Payments*).

If the Class A Notes, the Class B Notes, the Class C Notes and/or the Junior Notes cannot be redeemed in full on the Final 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 Receivables or any enforcement of the Note Security, 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 any amounts remaining outstanding in respect of principal or interest on any 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 the Receivables 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 September 2044; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Receivables then outstanding will have been entirely written off by the Issuer. See "*Transaction Overview – Optional Redemption of the Notes*", below.
Mandatory redemption of the Notes	During the Amortisation Period, but starting on the First Amortisation Payment Date and on each Payment Date thereafter, if no Trigger Notice has been served on the Issuer by the Representative of the Noteholders and if at the close of business of the Determination Date immediately preceding the relevant Payment Date there are Issuer Principal Available Funds, the Issuer will apply such Issuer Principal Available Funds on the Payment Date following each such Determination Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part) in accordance with the Pre-Enforcement Principal Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.
Optional redemption of the Class C and Junior Notes	Prior to the service of a Trigger Notice, the Issuer may redeem the outstanding Notes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the payment order set out in the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes and to make all payments ranking in priority, or *pari passu*, thereto, starting from the first Payment Date following the complete amortisation of the Rated Notes and on any Payment Date thereafter, subject to the Issuer: (a) giving not more than 60 nor less than 30 days' written notice to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all the outstanding Notes; (b) having provided to the Representative of the Noteholders a certificate signed by 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 Payment Date to discharge all its obligations under the outstanding Notes and any obligations ranking in priority, or *pari passu*, thereto; and (c) having complied with all applicable legal and regulatory requirements with respect to the optional redemption of the Notes. The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Receivables in order to finance the redemption of the Class C Notes and of the Junior Notes in the circumstances described in Condition 7(e).
Optional redemption for taxation, legal or regulatory	Prior to the service of a Trigger Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount

reasons

Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes and Class B Notes only, if all the Class C Noteholders and the Junior Noteholders consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Payment Date if, by reason of a change in law or the official interpretation thereof since the Issue Date:

(a) the assets of the Issuer in respect of this Securitisation (including the Receivables, 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 Class A Notes and Class B Notes or any custodian of the Class A Notes and the Class B Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of the Class A Notes and the Class B Notes, from any payment of principal or interest on such 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 Class A Notes and the Class B Notes before the Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Lease Contracts 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 material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party;

subject to the Issuer:

(1) 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

(2) providing to the Representative of the Noteholders:

(a) a tax and 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; and

(b) 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 Payment Date to discharge its obligations under: (i) the Notes (or the Class A Notes and the Class B Notes only, if all the Class C Noteholders and the Junior Noteholders consent) and any obligations ranking in priority, or *pari passu*, thereto; and (ii) any additional taxes that will be payable by the Issuer after the Notes are redeemed by reason of such early redemption of the Notes.

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

Estimated maturity and weighted average life of the Class A Notes and of the Class B Notes and assumptions

The weighted average life of the Class A Notes and of the Class B Notes cannot be predicted as the actual rate at which the Lease Contracts will be repaid and a number of other relevant factors are unknown. Calculations of the estimated weighted average life of the Notes have been based on certain assumptions including the assumptions that the Lease Contracts are subject to a constant prepayment rate as shown in "*Estimated weighted average life of the Class A Notes and of the Class B Notes and assumptions*, below.

The estimated weighted average life of the Class A Notes and of the Class B Notes, at various assumed constant prepayment rates for the Lease Contracts, is set out under "*Estimated weighted average life of the Class A Notes and of the Class B Notes and assumptions*", below.

Credit structure

Debt Service Reserve

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

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

"**Debt Service Reserve Amount**" means on the Issue Date and on each Payment Date thereafter the higher of (i) an amount equal to 2% of the Principal Amount Outstanding of the Rated Notes as at the immediately preceding Payment Date; and (ii) €3,000,000.00.

The Debt Service Reserve Account will be funded (i) on the Issue Date, (A) in an amount equal to € 5,548,745.04 by utilising the Interest Components collected between the Valuation Date and the Receivables Collection Date falling in August 2016; and (B) in an amount equal to € 9,400,000.00 by utilising the proceeds deriving from the subscription of the Class C Notes under the Class C Notes and Junior Notes Subscription Agreement; and (ii) on each Payment Date, for so long as there are Rated Notes outstanding, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds.

"**Debt Service Reserve Excess**" means, at the time the Debt Service Reserve Amount is reduced, the amount by which the Debt Service Reserve exceeds the reduced Debt Service Reserve Amount but, for the

avoidance of doubt, does not include any Revenue Eligible Investments Amounts (if any) or interest accrued on the Debt Service Reserve Account.

The Principal Deficiency Ledger Amount

On each Payment Date, subject to the availability of Issuer Interest Available Funds, provisions will be made by the Issuer against any Principal Losses in accordance with the Pre-Enforcement Interest Priority of Payments. Such provisions (being the Principal Deficiency Ledger Amount) will be used, on the same Payment Date, to augment the Issuer Principal Available Funds and will therefore be applied to make payments or provisions due on the same date in accordance with the Pre-Enforcement Principal Priority of Payments.

"**Principal Deficiency Ledger**" means the ledger established and maintained by the Computation Agent in respect of the Rated Notes pursuant to the Agency and Accounts Agreement where any Principal Losses will be recorded, as a debit entry in accordance with Condition 3(h) (*Principal Deficiency Ledger*).

Eligible Investments

Pursuant to the Agency and Accounts Agreement, should the Issuer resolve to invest in Eligible Investments, the Issuer will open the Securities Account with an Eligible Institution.

Following receipt of a duly completed investment instruction from Iccrea BancaImpresa,

(a) the Computation Agent shall instruct the Account Bank to withdraw:

(i) the balance of the Debt Service Reserve Account to be invested in Eligible Investments on the Business Day immediately following each Payment Date;

(ii) the balance of the Transaction Account to be invested in Eligible Investments on a monthly basis on the last Business Day of each month,

(each such date, an "**Investment Date**") and the Account Bank will comply with the above-mentioned instructions; and

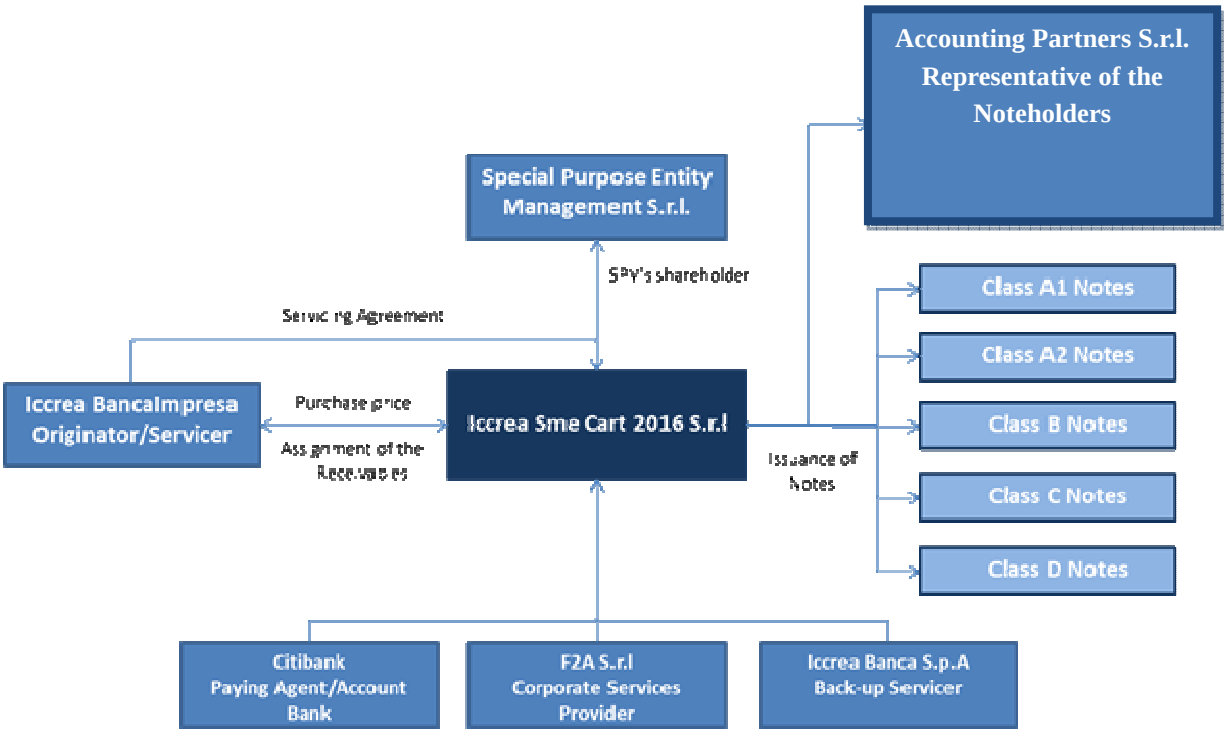
(b) the Computation Agent shall, in the name and on behalf of the Issuer:

(i) execute the investment instruction for the purchase of the relevant Eligible Investments in the name and on behalf of the Issuer by using the funds set out in paragraph (a) above; and

(ii) credit or deposit, as applicable, the Eligible Investments thus purchased for the account of the Issuer to the Securities Account,

provided however that none of the Computation Agent or the Account Bank will incur any liability under this Agreement in relation to the performance of such Eligible Investments, including (but not limited to) the maintenance of their ratings throughout the investment period, the solvency of the relevant obligors and the proceeds arising from their liquidation, nor have any obligation to monitor the performance of such Eligible Investments.

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.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes

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, Iccrea BancaImpresa (in any capacity), the Representative of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Account Bank, the Expenses Account Bank, the Corporate Services Provider, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger, the Sole 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 has no assets other than the Receivables and the Issuer's Rights (as defined below) as described in this Prospectus.

As at the date hereof, the Issuer's principal assets are the Initial Receivables. During the Revolving Period, pursuant to the Transfer Agreement, it is envisaged that the Issuer will purchase further Subsequent Receivables. The Initial Receivables, together with the Subsequent Receivables, will form one and the same collateral for the Notes. For a description of the Criteria that the Issuer will utilise when investing in Subsequent Receivables, please see "*The Initial Portfolio*" and "*The Transfer Agreement*" below.

The Issuer will not have any significant assets, for the purpose of meeting its obligations under this Securitisation, other than the Receivables, 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.

As a result, 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 a Trigger 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 Lease Contracts by the Lessees, the receipt by the Issuer of Collections received on its behalf by the Servicer in respect of the Lease Contracts from time to time in the Portfolio. 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*", below.

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 a Trigger 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.

Upon enforcement of the Note Security, the Representative of the Noteholders will have recourse only to the Receivables and to the assets pledged, charged and assigned pursuant to the Italian Deed of Pledge. Other than as provided in the Warranty and Indemnity Agreement, the Transfer Agreement and the Servicing Agreement, 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 Lease Contract are insufficient to repay in full the Receivable in respect of such Lease Contract.

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

Receivables of unsecured creditors of the Issuer

Without prejudice to the right of the Representative of the Noteholders to enforce the Note Security, the Conditions contain provisions stating, and each of the Other Issuer Creditors has undertaken pursuant to the Intercreditor Agreement, that no Noteholder or Other Issuer Creditor will petition or begin proceedings for a declaration of insolvency against the Issuer until two years plus one day have elapsed since the later of (A) the Cancellation Date and (B) the day on which any note issued or to be issued by the Issuer (including the Notes) has been paid in full. There can be no assurance that each and every Noteholder and Other Issuer Creditor will honour its contractual obligation not to petition or begin proceedings for a declaration of insolvency against the Issuer also before two year has elapsed after the later of (A) the Cancellation Date and (B) the day on which any note issued or to be issued by the Issuer (including the Notes) has been paid in full. In addition, under Italian law, any other creditor of the Issuer who is not a party to the Intercreditor Agreement, an Italian public prosecutor (*pubblico ministero*), a director of the Issuer (who could not validly undertake not to do so) or an Italian court in the context of any judicial proceedings to which the Issuer is a party would be able to begin insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt. Such creditors could arise, for example, by virtue of unexpected expenses owed to third parties including those additional creditors that the Issuer will have as a result of any Further Securitisation (both as defined below). In order to address this risk, the applicable 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 Receivables, even in a bankruptcy of the Issuer.

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

Further Securitisations

The Issuer may purchase and securitise further portfolios of monetary claims in addition to the Portfolio. Before entering into any "**Further Securitisation**", the Issuer is required to obtain the written consent of the Representative of the Noteholders and to (i) obtain written confirmation from Moody's that the then current ratings of the Class A Notes and Class B Notes will not be adversely affected by such Further Securitisation and (ii) notify DBRS thereof.

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

Performance of the Portfolio

The Initial Portfolio is comprised of lease contracts which were classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy's supervisory regulations as at the Valuation Date. The Subsequent Portfolios, if any, are also required to be comprised only of lease contracts which were classified as performing (*crediti in bonis*) by the Originator in accordance with the same supervisory regulations as at the relevant subsequent valuation date. There can be no guarantee that the Lessees will not default under such Lease Contracts or that they will continue to perform thereunder. It should be noted that adverse changes in economic conditions may affect the ability of the Lessees to repay the Lease Contracts.

The recovery of overdue amounts in respect of the Lease Contracts will be affected by the length of enforcement proceedings in respect of the Portfolio, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken.

Default by borrowers in paying amounts due on their Lease Contracts

Borrowers may default on their obligations due under the Lease Contracts for a variety of reasons. The Receivables 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 Lease Contracts. 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 Lease Contracts.

Factors which are material for the purposes of assessing the market risks associated with Notes

Suitability

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

Investment in the Notes is only suitable for investors who:

1. have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes;

2. have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation;

3. are capable of bearing the economic risk of an investment in the Notes; and

4. recognise that it may not be possible to dispose of the Notes for a substantial period of time, if at all.

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

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

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

Liquidity and credit risk

The Issuer is subject to the risk of delay arising between the receipt of payments due from the Lessees and the scheduled Payment Dates. The Issuer is also subject to the risk of, *inter alia*, default in payment by the Lessees and failure by the Servicer to collect or recover sufficient funds in respect of the Receivables in order to enable the Issuer to discharge all amounts payable 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.

No independent investigation in relation to the Portfolio

None of the Issuer, the Representative of the Noteholders, the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter, nor any other party to the Transaction Documents (other than the Originator) has undertaken or will undertake any lease file review, searches or other actions to verify the details of the Receivables 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 Lessees or any other debtor thereunder. There can be no assurance that the assumptions used in modelling the cash flows of the Receivables and the Portfolio accurately reflect the status of the underlying Lease Contracts.

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

The parties to the Warranty and Indemnity Agreement have expressly agreed, pursuant to clause 13.2 thereof, that claims for a breach of representation or warranty given by the Originator may be pursued against the Originator until one year and one day after the earlier of (A) the Cancellation Date and (B) the day on which the Notes have been paid in full. However, there is a possibility that legal actions initiated for breach of some representations or warranties be nonetheless subject to a one year statutory limitation period if article 1495 of the Italian civil code

(which regulates ordinary sales contracts (*contratti di compravendita*)) is held to apply to the Warranty and Indemnity Agreement.

Yield and repayment considerations

The yield to maturity of the Notes will depend, *inter alia*, on the amount and timing of repayment of principal (including prepayments and sale proceeds arising on enforcement of a Lease Contract) on the Lease Contracts. Such yield may therefore be adversely affected by a higher or lower than anticipated rate of prepayments on the Lease Contracts.

The rate of prepayment of the Lease Contracts cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing consumer and ordinary loans 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 prepayments that the Lease Contracts will experience.

The stream of principal payments received by a Class A Noteholder and a Class B Notes Noteholder may not be uniform or consistent. No assurance can be given as to the yield to maturity which will be experienced by the holders of the Rated Notes.

Subordination

Payments of interest and repayment of principal under the Notes are subject to certain subordination and ranking provisions.

Prospective investors in the Class A Notes, the Class B Notes, the Class C Notes and the Junior Notes should have particular regard to the sections headed "*Transaction Overview - Overview of the Notes – Ranking*" 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, the Class C Notes or, as applicable, the Junior Notes.

Recoveries under the Lease Contracts

Following default by a Lessee under a Lease Contract, the Servicer will be required to take steps to recover the sums due under the Lease Contract in accordance with its servicing and collection policies and the Servicing Agreement. See "*The Servicing Agreement*", below.

The Servicer may take steps to recover the deficiency from the Lessee. Such steps could include an out-of-court settlement; however, legal proceedings may be taken against the Lessee if the Servicer is of the view that the potential recovery would exceed the costs of the enforcement measures. In such event, due to the complexity of and the time involved in carrying out legal or insolvency proceedings against the Lessee and the possibility for challenges, defences and appeals by the Lessee, there can be no assurance that any such proceedings would result in the payment in full of outstanding amounts under the relevant Lease Contract.

In the Republic of Italy, a lender which has received a judgment against a debtor in default may enforce the judgment through a forced sale of the debtor's (or guarantor's) goods (*pignoramento mobiliare*) or real estate assets (*pignoramento immobiliare*), if the lender has previously been granted a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Forced sale proceedings are directed against the debtor's properties following notification of an *atto di precetto* to the relevant debtor together with a *titolo esecutivo*, i.e. an instrument evidencing the nature of the claims and having certain characteristics.

The average length of time for a forced sale of a debtor's goods, from the court order or injunction of payment to the final sharing-out, is about three years. The average length of time for a forced sale of a debtor's real estate asset, from the court order or injunction of payment to the final sharing-out, is between six and seven years. In the medium-sized central and northern Italian cities it can be significantly less whereas in major cities or in southern Italy the duration of the procedure can significantly exceed the average.

Principal Deficiency Ledger

Pursuant to the Agency and Accounts Agreement the Computation Agent has established a Principal Deficiency Ledger which will be used by the Computation Agent to record, as a debit entry, any Principal Losses in respect of the Receivables.

These principal deficiencies will be recouped from subsequent receipts (other than principal receipts) into the Transaction Account and, subject to the payment of prior-ranking obligations as set out under the Pre-Enforcement Interest Priority of Payments, credited to the Principal Deficiency Ledger.

If there are insufficient funds available as a result of such principal deficiencies, then one or more of the following consequences may ensue:

(i) there may be insufficient funds to redeem the Class A Notes and/or the Class B Notes and/or the Class C Notes and/or the Junior Notes at their face value unless prior to their Final Maturity Date the Issuer's interest and other net income is sufficient, after making other payments to be made in priority thereto, to reduce to nil the debit provision in the Principal Deficiency Ledger; and

(ii) if the aggregate debit balances, notwithstanding any reduction as aforesaid, exceed the aggregate face value of the Junior Notes, the Class C Noteholders may not receive by way of principal repayment the full face value of their Class C Notes, and if they exceed the aggregate face value of the Class C Notes and the Junior Notes, the Class B Noteholders may not receive by way of principal repayment the full face value of their Class B Notes and if they exceed the aggregate face valute of the Class B Notes and the Junior Notes, the Class A Noteholders may not receive by way of principal repayment, the full face value of their Class A Notes.

(See "*Transaction Overview - Principal Deficiency Ledger*", above and "*Credit structure*", below).

Limited enforcement rights

The protection and exercise of the Noteholders' rights and the enforcement of the Note Security 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.

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 a Trigger 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 50 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 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. In addition, following an Event of Default pursuant to Condition10(a)(ii) (*Breach of other obligations*), 10(a)(iii) (*Failure to take action*) and 10(a)(v) (*Unlawfulness*), the service of a Trigger Notice has to be approved either in writing by the holders of at least 50 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 of Notes.

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

Class A Notes as eligible collateral for ECB liquidity and/or open market transactions

After the Issue Date an 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 Guideline (EU) 2015/510 of the European Central Bank ("**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy, as subsequently amended, supplemented and replaced from time to time (the "**ECB Guidelines**"), for liquidity and/or open market transactions carried out with such central bank. In this respect, it should be noted that in accordance with the ECB Guidelines and the central banks of the Euro-Zone policies, neither the ECB nor such central banks will confirm the eligibility of the Class A Notes for the above purpose prior to their issuance and if the Class A Notes are accepted for such purpose, the relevant central bank may amend or withdraw any such approval in relation to the Class A Notes at any time. The assessment and/or decision as to whether the Class A Notes qualify as eligible collateral for liquidity and/or open market transactions rests with the relevant central bank.

None of the Arranger or any other party to the Transaction Documents gives any representation or warranty as to the compliance of the Class A Notes with the eligibility criteria set out for such purpose, nor do they and the Originator accept any obligation or liability in relation to such eligibility or lack of it of the Class A Notes at any time.

Absence of secondary market and limited liquidity

There is not, at present, a secondary market for the Notes, nor can there be any assurance that a secondary market for the Notes will develop. Even if a secondary market does develop, it may not continue for the life of the Notes or it may leave Noteholders with illiquidity of investment. 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. 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.

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 exists 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 exists 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 Receivables 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 and (iii) the increased illiquidity and price volatility of the Notes as there is currently no secondary trading in asset-backed securities. These additional risks may affect the returns on the Notes to investors.

Termination of Lease Contracts by the insolvency receiver of Iccrea BancaImpresa

With respect to the insolvency of companies authorised to carry out financial activity in the form of financial leases (such as the Originator as lessor), Article 72-*quater* of Italian royal decree No. 267 of 16 March 1942 (the "**Bankruptcy Law**") (as introduced by Article 59 of Legislative Decree No. 5 of 9 January 2006 and in force since 16 July 2006) provides that the relevant financial lease agreement would not be terminated as a result of the insolvency of the company and that the lessee would maintain the right to exercise the option for the purchase of the leased assets upon expiry of the agreement against payment of the instalments due and the agreed purchase price for the asset. As a consequence, the Lessees would remain in possession of the Assets and would continue to be obliged to pay the relevant Instalments. Since the right to receive Instalments under the Lease Contracts would previously have been assigned by Iccrea BancaImpresa to the Issuer, to the extent that such assignment has been properly perfected against third parties through the publication of the notice in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and registration of the notice in the competent companies' register and, save in circumstances where the assignment may be set aside under claw-back provisions of Article 67 of the Bankruptcy Law (as subsequently supplemented by the Securitisation Law), the right to receive the Instalments would continue to vest in the Issuer.

Securitisation Law

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

The Portfolio has always been serviced by Iccrea BancaImpresa up to the transfer of the Receivables as the owner of the relevant Receivables and, following the transfer of the Receivables to the Issuer, by Iccrea BancaImpresa as Servicer pursuant to the Servicing Agreement. Consequently, the net cash flows from the Portfolio may be affected by decisions made, actions taken and collection procedures adopted by the Servicer pursuant to the Servicing Agreement.

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

Risks associated with lease receivables

The Bankruptcy Law specifically regulates the impact of insolvency of a lessee in financial leasing agreements, such as the Lease Contracts. Article 72-*quater* of the Bankruptcy Law (as introduced by Article 59 of Legislative

Decree No. 5 of 9 January 2006 and in force since 16 July 2006) provides for the application of Article 72 of the Bankruptcy Law in the event that the insolvency of a lessee occurs, pursuant to which, upon such insolvency, the relevant agreement would be suspended pending a decision by the relevant insolvency receiver with respect to either the continuation or the termination of the agreement. According to Article 72, however, the lessor could request that a term (not exceeding 60 days) be assigned to the receiver for such decision and, after such term has elapsed without the receiver making any decision thereof, the lease agreement would be deemed terminated.

Article 72-*quater* further provides that if the temporary continuation of the business is provided, the contract continues to be in force unless the bankruptcy receiver declares the termination of the contract.

In case of termination of the contract, the lessor is entitled to the restitution of the leased asset and is obliged to pay to the bankruptcy receiver the difference, if any, between (i) the higher amount received by the lessor from the sale or from other disposal of the leased asset, and (ii) the outstanding claims of the lessor in respect of principal under the lease contract; provided however that any instalments paid by the lessee prior to the insolvency are not subject to claw-back, in accordance with article 67, third paragraph, item (a) of the Bankruptcy Law.

The lessor, in turn, has the right to prove his claim in bankruptcy for the positive difference between (i) his claim (under the lease contract) as of the date of the bankruptcy, and (ii) the amount received from the new assignment of the leased asset.

With reference to the bankruptcy of companies authorised to carry out financial activity in the form of financial leases (such as the Originator), Article 72-*quater* provides that the contract continues; the lessee maintains the option to purchase, on the expiry of the contract, the leased asset, subject to the payment of the relevant instalments and the agreed purchase price.

Commingling risk

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

In order to reduce such risk, the Servicer has agreed to transfer the Collections into the Transaction Account on the Business Day immediately following the date when the amounts to be paid by any Lessee under a Lease Contract fall due as more fully detailed in the Servicing Agreement. Prospective Noteholders should note that, following the insolvency of the Servicer, the Issuer (or the substitute servicer on behalf of the Issuer) will have to issue new payment instructions to the Lessees to pay directly to the Issuer or the substitute servicer. The Issuer is subject to the risk that monies paid by the Lessees to the insolvent Servicer prior to the new instructions being issued are lost or temporarily unavailable to the Issuer. See "*Credit structure*", 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 the Servicer to service the Portfolio and to recover the amounts relating to Defaulted Lease Contract and Delinquent Lease Contract (if any) . In addition, the ability of the Issuer to make payments under the Notes may depend to an extent upon the due performance by the Originator of its obligations under the Warranty and Indemnity Agreement. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. In each case, the performance by the Issuer of its obligations under the Transaction Documents is also dependent on the solvency of, amongst others, Iccrea BancaImpresa.

In the event of the termination of the appointment of the Servicer under the Servicing Agreement, it would be necessary for the Issuer to appoint a substitute servicer (acceptable to the Representative of the Noteholders). Such substitute servicer would be required to assume responsibility for the services required to be performed under the Servicing Agreement for the Lease Contracts. 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. However, under the Back-Up Servicing Agreement, in the event of termination of the appointment of the Servicer under the Servicing Agreement, the Back-Up Servicer, Iccrea BancaImpresa S.p.A., shall substitute the Servicer and carry out the servicing activities in connection to the Securitisation.

In any case, the Investors should consider that under the Back-Up Servicing Agreement, upon termination of the mandate conferred to the Back-Up Servicer, the Back-Up Servicer Facilitator Zenith Service S.p.A., shall carry out all its efforts to cooperate with the Issuer in finding a Back-Up Servicer or a Servicer.

Law no. 3 of 27 January 2012

Law no. 3 of 27 January 2012, published in the Official Gazette of the Republic of Italy no. 24 of 30 January 2012 (the "**Over Indebtedness Law**") has become effective as of 29 February 2012 and introduced a new procedure, by means of which, inter alia, debtors who: (i) are in a state of over indebtedness (sovraindebitamento), and (ii) cannot be subject to bankruptcy proceedings or other insolvency proceedings pursuant to the Bankruptcy Law, may request to enter into a debt restructuring agreement (accordo di ristrutturazione) with their respective creditors, provided that, in respect of future proceedings, the relevant debtor has not made recourse to the debt restructuring procedure enacted by the Over Indebtedness Law during the preceding 3 years.

The Over Indebtedness Law provides that the relevant debt restructuring agreement, subject to the relevant court approval, shall entail, inter alia: (i) the renegotiation of payments' terms with the relevant creditors; (ii) the full payment of the secured creditors; (iii) the full payment of any other creditors which are not part of the debt restructuring agreement (provided that the payments due to any creditors which have not approved the debt restructuring agreement, including any secured creditors, may be suspended for up to one year); and (iv) the possibility to appoint a trustee for the administration and liquidation of the debtor's assets and the distribution to the creditors of the proceeds of the liquidation.

Should the Lessees under the Portfolio enter into such debt restructuring agreement (be it with the Issuer or with any other of its creditors) the Issuer could be subject to the risk of having the payments due by the relevant debtor suspended for up one year.

Italian Usury law

The interest payments and other remuneration paid by the Lessees under the Lease Contracts are subject to Italian law No. 108 of 7 March 1996, as subsequently amended (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 24 June 2016). In addition, even where the applicable Usury Rates are not exceeded, interest and other benefits and/or remuneration may be held to be usurious if: (i) they are disproportionate to the amount lent (taking into account the specific situations of the transaction and the average rate usually applied for similar transactions); and (ii) the person who paid or agreed to pay them was in financial and economic difficulties. The provision of usurious interest, benefits or remuneration has the same consequences as non-compliance with the Usury Rates.

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

No official or judicial interpretation of the Usury Law Decree is yet available. However, the Italian Constitutional Court has rejected, with decision No. 29/2002 (deposited on 25 February 2002), a constitutional exception raised by the Court of Benevento (2 January 2001) concerning article 1, paragraph 1, of the Usury Law Decree (now reflected in article 1, paragraph 1 of the above mentioned conversion law No. 24 of 28 February 2001). In so

doing, it has confirmed the constitutional validity of the provisions of the Usury Law Decree which hold that interest rates may be deemed to be void due to usury only if they infringe Usury Regulations at the time they are agreed between the borrower and the lender and not at the time such rates are actually paid by the borrower.

Pursuant to the Warranty and Indemnity Agreement, the Originator has undertaken to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any loss or reduction in any interest accrued prior to the Initial Execution Date. However, if a Lease Contract is found to contravene the Usury Regulations, the relevant Lessee 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 Lease Contract. In such cases, the ability of the Issuer to maintain scheduled payments of interest and principal on the Notes may be adversely affected. For a description of the terms of the Lease Contracts, see "*The Initial Portfolio*", below.

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 recent judgments from Italian courts (including the judgments from the Italian Supreme Court (*Corte di Cassazione*) No. 2374/1999, No. 2594/2003, No. 21095/2004, No. 4094/2005 and No. 10127/2005) have held that such practices are not *uso normativo*. As a result, if customers of the Originator were to challenge this practice and such interpretation of the Italian civil code were to be upheld before other courts in the Republic of Italy, there could be a negative effect on the returns generated from the Lease Contracts. Iccrea BancaImpresa has, however, represented in the Warranty and Indemnity Agreement that the Lease Contracts comply with article 1283 of the Italian civil code.

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 under the provisions of Law No. 342 regarding the validity of the capitalisation of accrued interest made by banks prior to the date on which Law No. 342 came into force.

Furthermore, article 1, paragraph 629 of law No. 147 of 27 December 2013 (so called, "***Legge di Stabilità 2014***") amended article 120, paragraph 2, of the Banking Act, providing that interests shall not accrue on capitalised interests. However, 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.

As a consequence thereof, to the extent the Originator were to capitalise interests in violation of the principle stated by article 1283 of the Italian civil code, a Lessee could challenge such practice and this could have a negative effect on the returns generated from the lease contracts.

Claw-back action against the payments made to companies incorporated under the Securitisation LawAccording to article 4 of the Securitisation Law, the payments made by an assigned debtor to the Issuer may not be subject to any claw-back action according to article 67 of the Bankruptcy Law.

All other payments made to the Issuer by any party in the six months or one year suspected period prior to the date on which such party has been declared bankrupt or has been admitted to the compulsory liquidation may be subject to claw-back action according to article 67 of the Bankruptcy Law.

Furthermore, payments made by assigned debtors under securitised claims are not subject to the declaration of ineffectiveness pursuant to Article 65 of the Bankruptcy Law.

Legal proceedings

Iccrea BancaImpresa and the ICCREA Banking Group are subject to a variety of claims and are party to a large 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, Iccrea BancaImpresa has represented and warranted that, as of the date of the Warranty and Indemnity Agreement, to its knowledge, it is not involved in any litigation the outcome of which might jeopardise Iccrea BancaImpresa's ability to perform the obligations under the Transaction Documents to which it is a party.

Claw-back of the transfer of the Receivables

The transfer of the Receivables under the Transfer Agreement is subject to claw-back upon bankruptcy of the Originator under article 67 of the Bankruptcy Law, but only in the event that the adjudication of bankruptcy of the Originator occurs within three months or, in cases where paragraph 1 of article 67 applies, within six months of the completion of the securitisation transaction.

Claims of unsecured creditors of the Issuer

By operation of the Securitisation Law, the right, title and interest of the Issuer in and to the Portfolio will be segregated from all other assets, if any, of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to the Securitisation Law) and amounts deriving therefrom (once, and until, credited to one of the Issuer's accounts under this Securitisation and not commingled with other sums) will be available on a winding up of the Issuer only to satisfy the obligations of the Issuer to the Noteholders and to pay other costs of the Securitisation. Amounts derived from the Portfolio (once, and until, credited to one of the Issuer's accounts under this Securitisation and not commingled with other sums) will not be available to any other creditors of the Issuer. In addition, the receivables relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the Issuer.

In order to ensure such segregation: (i) the Issuer has undertaken (and is obligated pursuant to the Bank of Italy regulations) to open and to keep separate accounts in relation to each securitisation transaction; (ii) the Servicer shall be able to individuate at any time, pursuant to the Bank of Italy regulations, specific funds and transactions relating to each securitisation and shall keep appropriate information and accounting systems to this purpose; (iii) the parties to the Securitisation have undertaken not to credit to the Accounts amounts other than those set out in the Cash Allocation, Management and Payment Agreement.

In addition, 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 ("**Law 9/2014**"), and Italian Law Decree no. 91 of 24 June 2014 ("*Disposizioni urgenti per il settore agricolo, la tutela ambientale e l'efficientamento energetico dell'edilizia scolastica e universitaria, il rilancio e lo sviluppo delle imprese, il contenimento dei costi gravanti sulle tariffe elettriche, nonché per la definizione immediata di adempimenti derivanti dalla normative europea*") converted with amendments into Law No. 116 of 11 August 2014, ("**Law 116/2014**") have introduced the new paragraphs 2-bis and 2-ter to article 3 of the Securitisation Law, pursuant to which no creditors other than the Noteholders, the counterparties of any derivative transaction entered into by the Issuer in connection with the Transaction for the purposes of hedging risks relating to the Receivables (if any) and the other creditors of the Issuer with respect to other costs incurred by the Issuer in connection with the Securitisation are entitled to initiate attachments and foreclosure proceedings on the accounts opened by the Issuer in its own name with the Servicer or with a depository bank where the Collections and any other amounts payable or due to the Issuer under the transactions ancillary to the Transaction or otherwise under the Transaction Documents are credited. Prospective Noteholders should be aware that, as at the date of this Prospectus, these provisions of the Securitisation Law (as introduced by Law 9/2014 and Law 116/2014) have not been tested in any case law nor specified in any further regulation.

However, no guarantee can be given on the fact that the parties to the Securitisation will comply with the law provisions and contractual provisions which have been inserted in the relevant Transaction Documents in order to

ensure the segregation of assets. Furthermore, under Italian law, any other creditor of the Issuer would be able to commence insolvency or winding up proceedings against the Issuer in respect of any unpaid debt. Notwithstanding the foregoing, the corporate object of the Issuer as contained in its by-laws is limited and the Issuer has also agreed to certain covenants in the Intercreditor Agreement and the Conditions restricting the activities that may be carried out by the Issuer and has furthermore covenanted not to enter into any transactions that are not contemplated in the Transaction Documents.

Tax treatment of the Issuer

Taxable income of the Issuer is determined, without any special rights, in accordance with Italian presidential decree No. 917 of 22 December 1986 as subsequently amended (the Italian Income Taxes Consolidated Code). Pursuant to the regulations issued by the Bank of Italy on 15 December 2015 (*Istruzioni per la redazione dei bilanci e dei rendiconti degli intermediari finanziari, degli istituti di pagamento, degli istituti di moneta elettronica, delle SGR e delle SIM"*) that fully replaced the regulations issued on 14 February 2006 (*Istruzioni per la Redazione dei Bilanci degli Intermediari Finanziari Iscritti nell'"Elenco Speciale", degli Imel, delle SGR e delle SIM*), the assets, liabilities, costs and revenues of the Issuer in relation to the securitisation of the Portfolio will be treated as off-balance sheet assets, liabilities, costs and revenues, to be reported in the notes to the financial statements. 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 in relation to whom the Issuer has incurred costs, liabilities, fees and expenses in relation to the securitisation of the Receivables. Future rulings, guidelines, regulations or letters relating to the Securitisation Law issued by the Italian Ministry of Economy and Finance, or other competent authorities, may 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 Receivables 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*).

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

Consideration paid by the Issuer for the services concerning the transferred receivables and rendered to it: (i) as credit collection and payment services (including any strictly related activities), will be subject to VAT although exempt (0% rate) pursuant to Article 10, Paragraph 1, No. 1, of Presidential Decree 633/1972; (ii) as debt collection activity (attività di recupero crediti), will be subject to a 22 per cent VAT rate.

Should the Italian tax authorities argue – on the basis of, inter alia, the incidental sentence contained in the context of the Resolution of the Italian Revenue Agency (Agenzia delle Entrate) No. 130/E of 6 June 2007 – that the complex of management and collection activities concerning the transferred receivables constitutes a debt collection activity (attività di recupero crediti), not falling within the scope of the VAT exemption generally provided for by Article 10, Paragraph 1, No. 1, of Presidential Decree 633/1972, all the servicing fees will be subject to VAT at the ordinary rate. In this case, the economic burden of the VAT will be borne by the Issuer.

Pursuant to Legislative Decree No. 141/2010 which modified Article 3, paragraph 3, of Securitisation Law, the Issuer is not any longer required to be registered as financial intermediary under Article 106 of the Banking Act while it is enrolled in the register for securitisation vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 1 October 2014. The Italian tax authority (Agenzia delle Entrate) has not changed its tax guidelines and the Issuer has been advised that the current tax regime has not been modified by the new regulations of Bank of Italy.

U.S. Foreign Account Tax Compliance Withholding – FATCA

Pursuant to the U.S. foreing account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 ("**FATCA**"), the Issuer and other non-U.S. financial institutions through which payments on the Notes are made, may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made on or after 1 January 2017 in respect of (i) any Notes issued or materially modified on or after the date that is six months after the date on which the final regulations applicable to "foreign passthrough payments" are filed in the Federal Register and (ii) any Notes that are treated as equity for U.S. federal tax purposes, whenever issued.

Under existing guidance, this withholding tax may be triggered on payments on the Notes if (i) the Issuer is a foreign financial institution ("FFI") (as defined in FATCA, including any accompanying U.S. regulations or guidance) which enters into and complies with an agreement with the U.S. Internal Revenue Service ("IRS") to provide certain information on its account holders (making the Issuer a "Participating FFI"), (ii) the Issuer is required to withhold on "foreign passthru payments", and (iii)(a) an investor does not provide information sufficient for the relevant Participating FFI to determine whether the investor is subject to withholding under FATCA, or (b) any FFI to or through which payment on such Notes is made is not a Participating FFI or otherwise exempt from FATCA withholding.

The application of FATCA to amounts paid with respect to the Notes is not completely clear. In particular, Italy entered into an intergovernmental agreement with the United States to help implement FATCA for certain Italian entities on 10 January 2014. The full impact of such an agreement on the Issuer and the Issuer's reporting and withholding responsibilities under FATCA is, at this stage, not completely clear. The Issuer will be required to report certain information on its U.S. account holders to the government of Italy and/or the Italian tax authorities in order (i) to obtain an exemption from FATCA withholding on payments it receives and/or (ii) to comply with any applicable Italian law. However, it is not yet certain how the United States and Italy will address withholding on "foreign passthrough payments" (which may include payments on the Notes) or if such withholding will be required at all.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of, none of the Issuer, the paying agent or any other person would be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive amounts that are less than expected.

Each Noteholder should consult its own tax adviser to obtain a more detailed explanation of FATCA and to learn how FATCA might affect each holder in its particular circumstance.

Withholding tax under the Notes

Payments under the Notes may in certain circumstances, described in the section headed "Taxation in the Republic of Italy" of this Prospectus, be subject to a Decree No. 239 Deduction. In such circumstance, beneficial owner of an interest payment relating to the Notes of any Class will receive amounts of interest payable on the Notes net of a Decree No. 239 Deduction. At the date of this Prospectus, such Decree No. 239 Deduction, if applicable is levied at the rate of 26 per cent., or such lower rate as may be applicable under the relevant double taxation treaty if applicable.

In the event that any Decree No. 239 Deduction or any other deduction or withholding for or on account of tax is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, the Issuer will not be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of any such deduction or withholding, or otherwise to pay any additional amounts to any of the Noteholders.

See for further details the section etitled "Taxation in the Republic of Italy" below.

EU Directives on the taxation of savings income and on administrative cooperation in the field of taxation

On June 3, 2003, the European Council of Economics and Finance Ministers adopted a Directive on the taxation of savings income (the "**Savings Directive**") under which Member States are required starting from July 1, 2005, to provide to the tax authorities of another Member State the details of payments of interest (or similar income) paid by a person within its jurisdiction, qualifying as paying agent under the Savings Directive, to an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain Third Countries). A number of non-EU countries and territories, including Switzerland, have agreed to adopt similar measures.

The Savings Directive was implemented in Italy by Legislative Decree No. 84 of 18 April 2005 which provided for certain report obligations to the Italian tax authorities.

On 10 November 2015, the Council of the European Union adopted the Council Directive 2015/2060/EU repealing the Savings Directive from 1 January 2016 in case of all Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates) and from 1 January 2017 in the case of Austria. This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on administrative cooperation in the field of taxation (the "**Cooperation Directive**"), as amended by Council Directive 2014/107/EU. Regarding the Italian legislation, on 28 December 2015 the Italian Ministry of Finance issued Decree No. 93874 (published in the Official Gazette of the Republic of Italy No. 303 of 31 December 2015) providing the implementing regulations with respect to the Council Directive 2014/107/EU regarding the automatic exchange of information for tax purposes. Furthermore, Law No. 122 of 2016 published on 8 July 2016 on Official Gazette, has abrogated Legislative Decree No. 84 of 18 April 2005.

Limited nature of credit ratings assigned to the Class A Notes and to the Class B Notes

The credit rating assigned to the Class A Notes and to 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 value 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 for the Class B Notes ; or
- whether an investment in the Class A Notes or in 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 or of 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 of 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 of 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 to 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.

Projections, forecasts and estimates

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

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

Change of law

The structure of the transaction and, *inter alia*, the issue of the Notes and the rating assigned to the Class A Notes and to the Class B Notes are based on Italian law, on tax and administrative practice in effect at the date hereof and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to any possible change to Italian law, tax or administrative practice after the Issue Date.

Risk associated with the United Kingdom European Union membership referendum of 23 June 2016

On 23 June 2016 United Kingdom has voted to leave the European Union in the framework of "The United Kingdom European Union Membership Referendum".

As of the date of the drafting of this Prospectus, no assurance can be given as to any possible risk or change of National and European law.

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 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 Class B Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Class A Notes or 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, prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to regulated investors (including, inter alia, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds, credit institutions, investment firms or other financial institutions) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and

(in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a proportional additional risk weighting on the notes acquired by the relevant investor. Such requirements are provided, inter alia, by the following EU regulations (without prejudice to any other applicable EU regulations):

(a) The CRR

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

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

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

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

(b) The AIFM

On 22 July 2013, Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers ("**AIFM**") became effective. Article 17 of AIFM required the EU Commission to adopt level 2 measures similar to those set out in CRR, permitting EU managers of alternative investment funds ("**AIFMs**") to invest in a securitisation transaction on behalf of the alternative investment funds ("**AIFs**") they manage only if the originator, sponsor or original lender has explicitly disclosed that it will retain on an ongoing basis, a material net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures and also to undertake certain due diligence requirements. Commission Delegated Regulation (EU) no. 231/2013 (the "**AIFM Regulation**") included those level 2 measures. Although certain requirements in the AIFM Regulation are similar to those which apply under the CRR, they are not identical. In particular, the AIFM Regulation requires AIFMs to ensure that the sponsor or originator of a securitisation transaction meets certain underwriting and originating criteria in granting credit, and imposes more extensive due diligence requirements on AIFMs investing in securitisations than the ones are imposed on prospective investors under the CRR. Furthermore, AIFMs who discover after the assumption of a securitisation exposure that the retained interest does not meet the requirements, or subsequently falls below 5 (five) per cent of the economic risk, are required to take such corrective action as is in the best interests of investors. It is unclear how this last requirement is expected to be addressed by AIFMs should those circumstances arise. The requirements of the AIFM Regulation apply to new securitisations issued on or after 1 January 2011.

Legislative Decree no. 44 of 4 March 2014 implementing AIFM has been published in the Official Gazette of the Republic of Italy on 25 March 2014. Two further regulations implementing the AIFM Regulation in Italy have been published on 19 January 2015: (i) a first regulation issued by the Bank of Italy ("*Regolamento sulla gestione collettiva del risparmio*") and (ii) a second regulation issued by the Bank of Italy in conjunction with CONSOB amending the existing legislation with regard to investment intermediaries ("*Regolamento congiunto in materia di organizzazione e procedure degli intermediari del 29 ottobre 2007*") and as amended from time to time. These two regulations entered into force on 3 April 2015.

(c) The Solvency II Directive

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

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

and/or the requirements applying to relevant investors in general.

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

With respect to the commitment of the Originator to retain a material net economic interest in the securitisation in accordance with option (1)(d) of Article 405 of the CRR and Part II, Chapter 6, Section 4 of the Instructions, and option (1)(d) of Article 51 of the AIFM Regulation and option 2(d) of Article 254 of the Solvency II Regulation and with respect to the information made available to the Noteholders and prospective investors in accordance with Articles 405 to 410 (inclusive) of the CRR, please refer to the section headed "Regulatory Disclosure".

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

The EU risk retention and due diligence requirements described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

CRA3

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

In this context, prospective investors should note the provisions of Regulation 462/2013 (EU) which amends Regulation (EC) 1060/2009 on Credit Rating Agencies (collectively, "**CRA3**") which became effective on 20 June 2013. CRA3 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 CRA3, 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. The CRA3 tasked ESMA with developing regulatory technical standards to specify further details of this disclosure obligation. As a result, Regulation (EU) No 2015/3 was published in the Official Journal on 6 January 2015 (the "**Regulation 2015/3**"). The Regulation 2015/3 contains regulatory technical standards specifying:

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

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

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

The Regulation 2015/3 will apply from 1 January 2017, with the exception of Article 6(2) of the CRA3, 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.

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

The Basel Committee on Banking Supervision (the "**Basel Committee**") published a regulatory capital framework in 2006 (the "Basel II Framework").

The Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**").

Member States were required to implement the new capital standards from 1 January 2014, the new Liquidity Coverage Ratio from January 2015 and will be required to implement the Net Stable Funding Ratio from January 2018. The changes have been implemented in the European Union under the CRD IV (as defined above). The changes may have an impact on incentives to hold the Notes for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Notes.

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

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

In general, investors should consult their own advisers as they deem necessary in relation to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Liquidity Coverage Ratio and High Quality Liquid Assets

Further to the introduction of the Liquidity Coverage Ratio ("LCR") under the CRR, a delegated act has been adopted in October 2014 and published in the Official Journal of the European Union in January 2015 (the "**Delegated Act**"). The Delegated Act sets out rules governing what assets can be considered as high quality liquid assets ("**HQLA**") and how the expected cash outflows and inflows are to be calculated under stressed conditions. HQLA are assets that can be sold on private markets with no loss or little loss of value, even in stressed conditions. The Delegated Act shall be applicable from 1 October 2015, under a phase-in approach before it becomes binding from 1 January 2018. This progressive implementation of the LCR is meant to allow credit institutions sufficient time to build up their liquidity buffers, whilst preventing a disruption of the flow of credit to the real economy during the transitional period. With specific reference to securitisation transactions, the Delegated Act - recognizing the good liquidity performance of certain securitisations and in order to ensure consistency across financial sectors - identifies certain criteria to be complied with by securitisation instruments to be eligible as level 2B assets for credit institutions' liquidity buffers. Neither the Issuer, the Originator, the Arranger, the Class A Notes Underwriters and the Class B Notes Underwriter nor the Representative of the Noteholders gives any representation or warranty as to whether the Securitisation complies with the specific requirements set out under the Delegated Act and, accordingly, as to the eligibility of the Notes as level 2B assets for credit institutions' liquidity buffers.

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

Bank Recovery and Resolution Directive

On 15 May 2014, the Council of the European Union approved the Directive 2014/59/EC establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No. 1093/2010 and (EU) No. 648/2012, of the European Parliament and of the Council (the "**BRRD**"). On 12 June 2014 the BRRD was published in the Official Journal of the European Union and on 2 July 2014 it entered into force.

The aim of the BRRD is to lay down rules and procedures relating to the recovery and resolution of banks and investment firms by providing supervisory national authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

The BRRD applies, inter alia, to (i) credit institutions, (ii) investments firms, and (iii) financial institutions that are established in the European Union when the financial institution is a subsidiary of a credit institution or investment firm and is covered by the supervision of the parent undertaking on a consolidated basis.

A resolution authority will only be permitted to use resolution powers and tools in relation to an institution if all the conditions set out in Article 32 of the BRRD for resolution are satisfied. Such resolution powers and tools may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest.

The main resolution tools referred to in the BRRD are (a) the sale of business tool, (b) the bridge institution tool, (c) the asset separation tool and (d) the bail-in tool, which can be applied individually or in any combination by the relevant resolution authority.

Member States were required to adopt and publish by 31 December 2014 the laws, regulations and administrative provisions necessary to comply with the BRRD, with the exception of the bail-in power which shall be applied from 1 January 2016 at the latest.

The BRRD has been implemented in Italy through the adoption of two Legislative Decrees: (a) Legislative Decree No. 180/2015 which implements the BRRD in Italy, and (b) Legislative Decree No. 181/2015 which amends the Consolidated Banking Act and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. Such Legislative Decrees were published on the Official Gazette on 16 November 2015 and entered into force on the same date, save for: (i) the bail-in tool, which will apply from 1 January 2016; and (ii) the "depositor preference" to deposits other than those protected by the deposit guarantee scheme and those of individuals and small and medium enterprises, which will apply from 1 January 2019.

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

CREDIT STRUCTURE

Ratings of the Notes

It is a condition precedent to the issue of the Notes, that the Class A1 Notes will be rated "Aa2" by Moody's and "AAA" by DBRS, the Class A2 Notes will be rated "Aa2" by Moody's and "AA (low)" by DBRS and the Class B Notes will be rated "A1" by Moody's and "A" 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 Class C Notes and the Junior Notes will not be assigned a rating.

Cash flow through the Accounts

Collections in respect of the Lease Contracts will be paid by the Lessees to Iccrea BancaImpresa in its capacity as Servicer. Under the Servicing Agreement, the Servicer is required to transfer into the Transaction Account by no later than the Business Day immediately following the date when any amounts to be paid by any Lessee under a Lease Contract fall due (for value the second Business Day following the relevant due date), in accordance with the procedure described more in details in the Servicing Agreement.

Under the Agency and Accounts Agreement, each of the Account Bank, the Italian Paying Agent and the Principal Paying Agent has agreed to pay interest on funds on deposit from time to time in the relevant Accounts at a rate agreed between the Issuer and each of them.

Monies standing to the credit of the Equity Capital Account, including interest accruing thereon from time to time, will not constitute Issuer Available Funds and will not be used to pay interest or repay principal on the Notes.

Eligible Investments

Should the Issuer resolve to invest in Eligible Investments, the Issuer will establish the Securities Account as a securities account into which it will deposit all Eligible Investments from time to time bought by or on behalf of the Issuer, if any.

"**Eligible Investments**" means any euro-denominated senior (unsubordinated) debt securities or other debt instruments provided that such investments (i) are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling on or before the next following Liquidation Date; (ii) provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least:

(1) with respect to Moody's: (A) with regard to investments having a maturity of less than one month, either "A3" in respect of long-term debt or (B) with regard to investments having a maturity between one and three months, "A2" in respect of long-term debt or "P-1" in respect of short-term debt; and

(2) with respect to DBRS: (i) with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (a) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS, "A" in respect of its long-term debt or "R-1 (low)" in respect of short-term debt, or (b) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of its long term debt; (ii) with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (a) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS, "AA (low)" in respect of its long-term debt or "R-1 (middle)" in respect of its short-term debt, or (b) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "AA (low)" in respect of long term debt; or (iii) which has such other rating being

compliant with the DBRS' published criteria applicable from time to time;

provided that, in any event, none of the Eligible Investments set out above may consist, in whole or in part, actually or potentially, of (i) credit linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time.

Pursuant to the Agency and Accounts Agreement, should the Issuer resolve to invest in Eligible Investments, the Issuer will open the Securities Account on an Eligible Institution.

Following receipt of a duly completed investment instruction from Iccrea BancaImpresa,

(a) the Computation Agent shall instruct the Account Bank to withdraw:

  (i) the balance of the Debt Service Reserve Account to be invested in Eligible Investments on the Business Day immediately following each Payment Date;

  (ii) the balance of the Transaction Account to be invested in Eligible Investments on a monthly basis on the last Business Day of each month,

  (each such date, an "**Investment Date**") and the Account Bank will comply with the above-mentioned instructions; and

(b) the Computation Agent shall, in the name and on behalf of the Issuer:

  (i) execute the investment instruction for the purchase of the relevant Eligible Investments in the name and on behalf of the Issuer by using the funds set out in paragraph (a) above; and

  (ii) credit or deposit, as applicable, the Eligible Investments thus purchased for the account of the Issuer to the Securities Account,

provided however that none of the Computation Agent or the Account Bank will incur any liability under this Agreement in relation to the performance of such Eligible Investments, including (but not limited to) the maintenance of their ratings throughout the investment period, the solvency of the relevant obligors and the proceeds arising from their liquidation, nor have any obligation to monitor the performance of such Eligible Investments.

Debt Service Reserve

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

The Debt Service Reserve Account will be funded (i) on the Issue Date, (A) in an amount equal to € 5,548,745.04 by utilising the Interest Components collected between the Valuation Date and the Receivables Collection Date falling in August 2016; and (B) in an amount equal to € 9,400,000.00 by utilising the proceeds deriving from the subscription of the Class C Notes under the Class C Notes and Junior Notes Subscription Agreement; and (ii) on each Payment Date, for so long as there are Rated Notes outstanding, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds..

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

"**Debt Service Reserve Amount**" means on the Issue Date and on each Payment Date thereafter the higher of (i) an amount equal to 2% of the Principal Amount Outstanding of the Rated Notes as at the immediately preceding Payment Date; and (ii) €3,000,000.00.

If at the time the Debt Service Reserve Amount is reduced the Debt Service Reserve exceeds the reduced Debt Service Reserve Amount, the excess (the "**Debt Service Reserve Excess**" which, for the avoidance of doubt, does

not include any Revenue Eligible Investments Amounts (if any) or interest accrued on the Debt Service Reserve Account) will be applied to augment the Issuer Principal Available Funds to be calculated on the immediately following Determination Date.

On each Determination Date, the Debt Service Reserve (or part of it) will be utilised to augment the Issuer Interest Available Funds to the extent necessary to make the payments falling due on the immediately following Payment Date under items (i) to (v) of the Pre-Enforcement Interest Priority of Payments.

The Principal Deficiency Ledger Amount

On each Payment Date, subject to the availability of Issuer Interest Available Funds, provisions will be made by the Issuer against any Principal Losses in accordance with the Pre-Enforcement Interest Priority of Payments. Such provisions (being the Principal Deficiency Ledger Amount) will be used, on the same Payment Date, to augment the Issuer Principal Available Funds and will therefore be applied to make payments or provisions due on the same date in accordance with the Pre-Enforcement Principal Priority of Payments.

"**Principal Deficiency Ledger**" means the ledger established and maintained by the Computation Agent in respect of the Rated Notes pursuant to the Agency and Accounts Agreement where any Principal Losses will be recorded, as a debit entry in accordance with Condition 3(h) (*Principal Deficiency Ledger*).

"**Principal Deficiency Ledger Amount**" means in respect of each Determination Date, the aggregate amounts which will be retained in and/or credited to the Transaction Account on the immediately following Payment Date pursuant to item (viii) of the Pre-Enforcement Interest Priority of Payments.

"**Principal Losses**" means the higher of: (A) in respect of the Lease Contracts which have become *Contratti in perdita definitiva* during a Settlement Period, the Outstanding Amount together with all penalty interest of such *Contratti in perdita definitiva*, calculated on the date when each such Lease Contract was qualified as *Contratto in perdita definitiva*; and (B) the amount necessary to make the sum of (I.) the Outstanding Principal of: (X) the Collateral Portfolio (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (Y) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date and (II.) the amounts that will be credited to the Transaction Account out of items (i)(A) and (ii)(A) of the Pre-Enforcement Principal Priority of Payments and the balance of the Debt Service Reserve Account after having made all payments due and payable on the relevant Payment Date, to be equal to the Principal Amount Outstanding of the Notes (after having made all payments of principal payable on the Rated Notes on such Payment Date).

"**Outstanding Principal**" means, on any date and in respect of each Receivable, the aggregate of all Principal Components of Instalments scheduled to be paid after such date and not yet paid and any Principal Components of Instalments due but unpaid at such date, excluding the Residual.

Under the terms of the Agency and Accounts Agreement, the Computation Agent will maintain a principal deficiency ledger (the "**Principal Deficiency Ledger**") which will be used by the Computation Agent to record, as a debit entry, any Principal Loss (as defined below) in respect of the Receivables.

Subordination

Payments of interest and repayment of principal under the Rated Notes are subject to certain subordination and ranking provisions. For a more detailed description of the ranking among the various Classes of Notes and the relative subordination provisions see Condition 3(b) below.

See "*Transaction Overview - Priorities of Payments*", "*Risk factors – Subordination*" and "*Terms and Conditions of the Notes*".

Note Security

The Notes will be secured by the Note Security. See "*Transaction Overview - Overview of the Notes, Security for the Notes*".

THE INITIAL PORTFOLIO

Introduction

As at the Issue Date, the Issuer will own the Initial Portfolio, purchased from the Originator pursuant to and in accordance with the Transfer Agreement.

All information and statistical data contained in this section "*The Initial Portfolio*" are representative of the characteristics of the Initial Portfolio as at 4 July 2016 (the "**Valuation Date**") which, for the avoidance of doubt, may differ from the characteristics thereof at the Issue Date.

The Initial Portfolio includes 13,078 Lease Contracts for machinery, capital equipment, real estate, motor cars and trucks.

All Lease Contracts have been entered into by Iccrea BancaImpresa and each Lease Contract provides for a defined payment schedule, with the Lessee having the option to purchase the related asset at the residual value (the "**Residual**") at the end of the contractual term after performing all the obligations it is required to perform under such Lease Contract. The Residual will not be included in either the Initial Portfolio or Subsequent Portfolios.

Brief description of the Lease Contracts

The Lease Contracts have been entered into by Iccrea BancaImpresa primarily with small and medium size private businesses and other individual entrepreneurs (excluding individual persons). The Lease Contracts are on Iccrea BancaImpresa's standard form which incorporates certain standard terms and conditions and which contains a description of the asset, the rental payment, and any other agreed terms or conditions. The Lease Contracts are substantially similar in general form and content but each is unique to the asset included in the Lease Contract and to the extent of its specially negotiated terms and conditions, if any. Any amount to be paid under the Lease Contracts shall be paid in Euro. Each Lease Contracts carry either a fixed interest rate for life ("**Fixed Rate Leases**") or a floating rate interest rate indexed to 3-month Euribor or to 6-month Euribor ("**Floating Rate Leases**").

All of the Lease Contracts are net leases which require the Lessee to maintain the asset in good working order or condition, to bear all other costs of operating and maintaining the asset, inclusive of payment of taxes and insurance relating thereto and are non-cancellable by the Lessee.

The Lease Contracts expressly prohibit the Lessee from terminating the contract earlier than its stated expiration date, however, Iccrea BancaImpresa sometimes waives such prohibition when a Lessee specifically and reasonably requires termination, but operating in such a way so as to not incur any adverse financial consequences.

Specific details of the Initial Portfolio

The following table sets out information with respect to the Initial Portfolio derived from the information supplied by the Originator in connection with the acquisition thereof by the Issuer. As at the Valuation Date, the Receivables included in the Portfolio and the connected Lease Contracts had the characteristics illustrated in the following tables. The amounts, where relevant, are in Euro.

Table 1: Portfolio summary

Portfolio Summary	
Original Amount	2,749,564,357.47
Outstanding Amount	1,364,760,850.25
N° Contracts	13,078.00
Avarage Outstanding Amount	104,355.47
Maximum Outstanding Amount	7,095,948.36
Minimum Outstanding Amount	143.01
WA Spread (if floating)	2.53%
WA Interest Rate (if Fixed)	5.09%
WA Seasoning (in Years)	5.06
WA Residual Term (in Years)	7.91
WA Residual WAL (in Years)	4.17
Top 1 Borrower Exposure (%)	0.52%
Top 10 Borrower Exposure (%)	2.98%
Top 20 Borrower Exposure (%)	4.88%
Geografical Concentration (Areas)	Nord(73,12%),Center(20,70%),Sud (6,18%)

Table 2: Portfolio breakdown by asset type

Break-down by asset type	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
Auto	2,058	24,787,695.27	1.82%	56,582,498.30	2.06%
Real Estate	3,129	925,077,135.78	67.78%	1,816,040,209.64	66.05%
Equipment	6,019	329,254,018.61	24.13%	722,686,643.49	26.28%
Vehicle	1,872	85,642,000.59	6.28%	154,255,006.04	5.61%
Grand Total	13,078	1,364,760,850.25	100%	2,749,564,357.47	100%

Table 3: Portfolio breakdown by Residual Term

Break-down by Residual Term	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0-5	10,305	467,973,729.30	34.29%	1,214,107,996.78	44.16%
5-10	1,338	328,813,072.49	24.09%	680,807,044.98	24.76%
10-15	1,396	529,308,317.94	38.78%	803,881,746.25	29.24%
15-20	39	38,665,730.52	2.83%	50,767,569.46	1.85%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 4: Portfolio breakdown by seasoning

Break-down by Seasoning	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0-5	10,165	685,992,392.36	50.26%	1,150,289,847.69	41.84%
5-10	2,412	608,590,770.67	44.59%	1,261,853,312.18	45.89%
10-15	498	68,573,236.96	5.02%	331,229,680.63	12.05%
15-20	3	1,604,450.26	0.12%	6,191,516.97	0.23%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 5: Portfolio breakdown by Spread

The Portfolio composed by floating rate Lease Contracts amounts to € 2,624,300,001.74 while the balance of € 125,264,355.73 is composed by fixed rate Lease Contracts; for the relevant breakdown by fixed rate Lease Contracts please refer to Table 11 below.

Break-down by Spread	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0-1	155	66,644,374.85	5.12%	153,524,762.64	5.85%
1-2	1,668	436,677,836.68	33.52%	958,811,958.12	36.54%
2-3	2,510	415,834,105.68	31.92%	747,061,494.06	28.47%
3-4	3,101	213,232,007.73	16.37%	411,972,884.27	15.70%
4-5	2,532	123,982,570.81	9.52%	243,008,001.58	9.26%
5-6	1,207	38,616,310.31	2.96%	87,953,968.03	3.35%
6-7	403	6,565,293.07	0.50%	18,432,672.92	0.70%
7-8	83	919,163.19	0.07%	3,118,375.79	0.12%
8-9	13	195,607.81	0.02%	415,884.33	0.02%
Grand Total	11,672	1,302,667,270.13	100.00%	2,624,300,001.74	100.00%

Table 6: Portfolio breakdown by original loan to value

Break-down by Original LTV	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0,3-0,4	6	826,193.13	0.06%	3,806,336.16	0.14%
0,4-0,5	33	6,818,509.57	0.50%	19,951,004.07	0.73%
0,5-0,6	338	49,122,930.91	3.60%	110,463,171.44	4.02%
0,6-0,7	929	172,017,602.13	12.60%	384,521,499.54	13.98%
0,7-0,8	2,504	323,236,201.46	23.68%	617,727,660.90	22.47%
0,8-0,9	6,041	530,637,575.44	38.88%	999,442,417.94	36.35%
0,9-1	3,227	282,101,837.61	20.67%	613,652,267.42	22.32%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 7: Portfolio breakdown by current loan to value

Break-down by Current LTV	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0-0,1	885	14,318,047.50	1.05%	207,314,765.44	7.54%
0,1-0,2	1,392	36,526,422.75	2.68%	229,708,536.48	8.35%
0,2-0,3	1,448	71,365,183.19	5.23%	245,556,721.37	8.93%
0,3-0,4	1,777	148,120,779.41	10.85%	374,154,677.85	13.61%
0,4-0,5	1,916	239,830,355.89	17.57%	472,093,465.49	17.17%
0,5-0,6	2,043	312,917,134.44	22.93%	507,489,250.26	18.46%
0,6-0,7	1,954	326,015,606.78	23.89%	451,702,112.38	16.43%
0,7-0,8	1,238	156,808,425.65	11.49%	194,257,042.85	7.07%
0,8-0,9	423	58,704,049.80	4.30%	67,120,505.35	2.44%
0,9-1	2	154,844.84	0.01%	167,280.00	0.01%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 8: Portfolio breakdown by borrower geographical region

Break-down by Borrower Geographical Region	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
LOMBARDIA	3,343	325,386,283.25	23.84%	702,350,499.42	25.54%
VENETO	2,538	319,643,759.81	23.42%	638,860,746.90	23.23%
EMILIA ROMAGNA	993	133,228,070.26	9.76%	267,184,090.30	9.72%
TOSCANA	1,216	132,595,130.07	9.72%	266,141,231.56	9.68%
PIEMONTE	652	109,873,165.19	8.05%	206,918,234.31	7.53%
MARCHE	667	70,339,583.45	5.15%	144,803,150.50	5.27%
LAZIO	826	59,013,653.58	4.32%	111,208,581.48	4.04%
TRENTINO ALTO AD	659	55,075,733.41	4.04%	113,259,028.76	4.12%
FRIULI VENEZIA G	544	46,164,558.87	3.38%	92,748,120.13	3.37%
PUGLIE	430	38,580,043.19	2.83%	62,996,133.33	2.29%
CAMPANIA	280	14,865,569.25	1.09%	29,424,094.96	1.07%
CALABRIA	217	12,879,121.43	0.94%	23,018,498.99	0.84%
SICILIA	188	12,120,839.59	0.89%	19,808,387.15	0.72%
UMBRIA	163	11,041,239.52	0.81%	21,996,898.51	0.80%
ABRUZZO	212	8,969,450.68	0.66%	17,175,458.36	0.62%
LIGURIA	44	7,453,724.12	0.55%	14,617,233.48	0.53%
BASILICATA	66	4,086,626.70	0.30%	6,870,530.26	0.25%
SARDEGNA	17	1,869,640.93	0.14%	4,995,463.06	0.18%
VAL D'AOSTA	15	991,367.34	0.07%	4,268,529.16	0.16%
MOLISE	8	583,289.61	0.04%	919,446.85	0.03%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 9: Portfolio breakdown by Origination Date

Break-down by Origination Date	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
2000	2	884,383.36	0.02%	3,524,440.32	0.13%
2001	7	1,149,662.65	0.05%	5,609,316.77	0.20%
2002	28	2,809,233.16	0.21%	20,224,728.43	0.74%
2003	48	4,626,895.69	0.37%	34,428,210.93	1.25%
2004	95	13,260,620.32	0.73%	79,509,163.96	2.89%
2005	159	17,677,454.03	1.22%	102,847,845.27	3.74%
2006	385	67,825,529.13	2.94%	195,860,723.99	7.12%
2007	483	105,280,184.76	3.69%	267,923,231.69	9.74%
2008	479	138,880,465.52	3.66%	281,064,195.36	10.22%
2009	431	128,855,824.82	3.30%	239,681,181.35	8.72%
2010	496	115,194,225.06	3.79%	228,754,113.41	8.32%
2011	623	126,541,770.74	4.76%	221,187,345.96	8.04%
2012	1,253	96,355,204.74	9.58%	209,597,697.14	7.62%
2013	2,469	120,683,074.44	18.88%	254,425,209.60	9.25%
2014	2,780	174,603,461.45	21.26%	286,256,803.68	10.41%
2015	2,836	210,859,261.05	21.69%	274,540,483.00	9.98%
2016	504	39,273,599.33	3.85%	44,129,666.61	1.60%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 10: Portfolio breakdown by type of interest rate

Break-down by Interet Rate Type	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
EURIBOR 3 M.L.	11,584	1,292,476,621.26	94.70%	2,568,538,664.67	93.42%
EURIBOR 6 M.L.	88	10,190,648.87	0.75%	55,761,337.07	2.03%
Fixed rate	1,406	62,093,580.12	4.55%	125,264,355.73	4.56%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 11: Portfolio breakdown by fixed rate (TNA)

The Portfolio composed by fixed rate Lease Contracts amounts to € 125,264,355.73 while the balance of € 2,624,300,001.74 is composed of floating rate Lease Contracts; for the relevant breakdown by floating rate Lease Contracts, please refer to Table 5 above.

Break-down by fixed rate (TNA)	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
1-2	1	92,931.11	0.15%	110,069.81	0.09%
2-3	58	4,863,081.58	7.83%	6,228,634.36	4.97%
3-4	235	9,947,610.91	16.02%	13,147,118.33	10.50%
4-5	341	9,968,517.09	16.05%	18,790,748.70	15.00%
5-6	372	18,587,209.68	29.93%	41,788,604.81	33.36%
6-7	284	17,252,855.11	27.79%	39,650,996.12	31.65%
7-8	80	933,307.50	1.50%	3,839,927.08	3.07%
8-9	30	422,472.58	0.68%	1,616,677.00	1.29%
9-10	3	2,172.58	0.00%	23,869.99	0.02%
10-11	2	23,421.98	0.04%	67,709.53	0.05%
Grand Total	1,406	62,093,580.12	100.00%	125,264,355.73	100.00%

Table 12: Portfolio breakdown by type of Industry

Break-down by Industry	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
CORP - Construction & Building	2,917	377,997,537.47	27.70%	768,478,504.83	27.95%
CORP - Capital Equipment	1,922	203,462,908.37	14.91%	428,603,486.12	15.59%
CORP - Beverage, Food & Tobacco	994	88,770,244.48	6.50%	170,507,068.72	6.20%
CORP - Transportation: Cargo	1,466	77,126,469.36	5.65%	143,703,709.83	5.23%
CORP - Metals & Mining	581	75,095,229.27	5.50%	149,770,985.49	5.45%
CORP - Consumer goods: Non-durab	638	70,822,223.06	5.19%	149,548,495.95	5.44%
CORP - Services: Business	578	50,380,769.46	3.69%	104,065,379.79	3.78%
CORP - Consumer goods: Durable	422	49,189,793.59	3.60%	106,534,239.36	3.87%
CORP - Media: Advertising, Printing	350	41,728,142.84	3.06%	96,290,286.05	3.50%
CORP - Automotive	373	41,460,801.58	3.04%	79,724,068.48	2.90%
CORP - Healthcare & Pharmaceutical	492	35,149,014.80	2.58%	67,725,596.16	2.46%
CORP - Hotel, Gaming & Leisure	406	32,446,643.38	2.38%	65,106,469.19	2.37%
CORP - Chemicals, Plastics, & Rubber	283	32,348,906.63	2.37%	62,862,338.21	2.29%
CORP - High Tech Industries	235	32,239,261.06	2.36%	61,847,356.56	2.25%
CORP - Environmental Industries	253	28,595,813.29	2.10%	57,459,267.18	2.09%
CORP - Energy: Electricity	34	25,200,531.60	1.85%	34,724,448.82	1.26%
CORP - Retail	163	21,616,789.62	1.58%	40,144,641.62	1.46%
CORP - Forest Products & Paper	191	19,350,388.45	1.42%	40,623,829.88	1.48%
CORP - Containers, Packaging & Glas	127	16,198,306.45	1.19%	31,569,051.53	1.15%
CORP - Services: Consumer	227	13,212,834.71	0.97%	27,664,811.02	1.01%
CORP - Transportation: Consumer	174	12,053,568.62	0.88%	23,111,530.17	0.84%
CORP - Energy: Oil & Gas	57	6,259,286.11	0.46%	11,192,271.79	0.41%
CORP - Utilities: Water	47	2,740,493.33	0.20%	6,279,528.67	0.23%
CORP - FIRE: Insurance	32	2,671,887.84	0.20%	4,657,008.19	0.17%
CORP - Media: Diversified & Product	29	1,988,425.31	0.15%	3,943,101.93	0.14%
CORP - Sovereign & Public Finance	14	1,515,427.31	0.11%	2,458,753.22	0.09%
CORP - Wholesale	20	1,485,606.67	0.11%	4,324,887.10	0.16%
Other	53	3,653,546	0.27%	6,643,242	0.24%
Grand Total	13,078	1,364,760,850	100%	2,749,564,357	100%

Table 13: Portfolio breakdown by Outstanding Amount

Break-down by Outstanding Amount	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
0-500000	12,595	882,829,627.63	64.69%	1,932,100,185.44	70.27%
500000-1000000	332	227,327,998.12	16.66%	425,973,729.18	15.49%
1000000-1500000	82	99,690,129.33	7.30%	171,792,448.96	6.25%
1500000-2000000	34	58,437,880.12	4.28%	87,498,539.45	3.18%
2000000-2500000	20	43,644,963.21	3.20%	62,997,515.88	2.29%
2500000-3000000	5	13,117,179.88	0.96%	16,861,966.87	0.61%
3000000-3500000	5	16,283,491.55	1.19%	22,751,161.11	0.83%
3500000-4000000	2	7,054,430.83	0.52%	9,486,739.73	0.35%
4500000-5000000	2	9,279,201.22	0.68%	12,072,300.00	0.44%
7000000-7500000	1	7,095,948.36	0.52%	8,029,770.85	0.29%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

Table 14: Portfolio breakdown by Borrower Segment

Break-down by Borrower segment (EC definition)	N. Lease contracts	Outstanding amount	% of Outstanding amount	Original amount	% of Original amount
Medium	1,316	151,868,916.98	11.13%	316,336,410.21	11.50%
Small	3,254	385,846,550.40	28.27%	779,894,200.00	28.36%
Micro	7,494	749,124,975.21	54.89%	1,479,945,831.89	53.82%
Other	1,014	77,920,407.66	5.71%	173,387,915.37	6.31%
Grand Total	13,078	1,364,760,850.25	100.00%	2,749,564,357.47	100.00%

On each Payment Date during the Revolving Period, the Originator may sell to the Issuer and, subject to fulfilment of certain conditions, the Issuer shall purchase, using a part of the Collections, a Subsequent Portfolio from Iccrea

BancaImpresa. Although the Subsequent Portfolios must satisfy certain Eligibility Criteria, there can be no assurances that such Subsequent Portfolios will have the same characteristics as the Initial Portfolio described in the preceding tables.

ICCREA BANCAIMPRESA AS ORIGINATOR AND SERVICER

Introduction

Iccrea BancaImpresa is part of the ICCREA Banking Group (the "**ICCREA Group**"). The parent company of the ICCREA Group is ICCREA Holding S.p.A. The ICCREA Group provides financial and insurance services through a number of different companies, with Iccrea BancaImpresa being the corporate bank of ICCREA Group. As part of ICCREA Group, Iccrea BancaImpresa holds close relationships with *Banche di Credito Cooperativo*, the Italian co-operative rural and crafts banks (the "**co-operative banks**" or "**BCC**"). Iccrea BancaImpresa is member of the Italian Banking Association. It is also member of Assilea, the trade association of Italian leasing companies. Iccrea BancaImpresa is member of the International Finance & Leasing Association and of UNICO Banking Group.

Leasing and medium term loans, which are two of the products offered by Iccrea BancaImpresa, are provided through its head office in Rome, its 15 regional offices, its 2 representative offices located in the regions of Abruzzo and Calabria, 2 foreign offices in Tunis and Moscow and more than 4,400 branch offices of the various co-operative banks located throughout Italy. Iccrea BancaImpresa regional branches are located close to the head offices of BCCs regional federations. These local offices are set up to maintain close contacts with the co-operative banks and to provide a tailored service their needs.

In the year ended 31 December 2015, Iccrea BancaImpresa entered into 3,793 new leasing contracts compared to 4,071 in the year ended 31 December 2014, corresponding to total new lending of €727 million in the FYE 31 December 2015, compared to € 725.9 million in the FYE 31 December 2014. In the year 2015 the bank signed also 627 new loans amounting to €711 million whereas in 2014 new loans were 773 corresponding to a total value of €753 million.

History

Iccrea BancaImpresa is the result of the transformation of "Agrileasing - Società di Locazione Finanziaria S.p.A., also known as AGRILEASING - BANCA PER IL LEASING DELLE BANCHE DI CREDITO COOPERATIVO/CASSE RURALI ED ARTIGIANE - S.p.A.". The bank became Iccrea BancaImpresa in October 2011 as the final step of its transformation in the corporate bank of the Cooperative banking system. The company was originally incorporated on 12 May 1977 as AGRILEASING – *Società di locazione finanziaria* S.p.A. with SPEI Leasing S.p.A. (part of the IMI Group) holding 51% of the paid in capital and FINCRA S.p.A. (part of the ICCREA Group) holding 49%, with the aim of providing leasing products and services to the customers of the Italian co-operative banks. Later in 1986 it was agreed between the parties that ICCREA group should take the majority control of the company. Since then, IMI Group has gradually reduced its shareholding and it is now no more a shareholder of the bank. On 1 June 1999 Iccrea BancaImpresa was granted a banking licence by the Bank of Italy; as a consequence the name changed into AGRILEASING – Banca per il leasing delle Banche di Credito Cooperativo/Casse Rurali ed Artigiane S.p.A. or Banca Agrileasing S.p.A. The granting of such a licence has ensured several benefits to Iccrea BancaImpresa, including the capacity to issue bonds in excess of its own paid in capital as well the benefit of waiving Italian withholding taxes and reducing its funding costs.

Ownership and subsidiaries

As at 30 June 2016, Iccrea BancaImpresa's fully paid-up share capital accounts to Euro 674,765,258.55 (consisting of 13,064,187 ordinary shares with a nominal value of Euro 51.65 each held by 56 shareholders). The shares are not listed on any stock exchange. As at that date, 63.9%. of fully paid-up share capital was held by

ICCREA Holding S.p.A., 35.4% by ICCREA Banca S.p.A. (a subsidiary of ICCREA Holding S.p.A.) and only 0.7% was held by few individual co-operative banks.

As part of the ICCREA banking Group, Iccrea BancaImpresa must comply with provisions from its parent company, ICCREA Holding S.p.A.

ICCREA Holding S.p.A. is responsible, pursuant to the Consolidated Law on Banking, for the management and coordination of the companies belonging to the Iccrea banking Group and issues provisions as required for the implementation of Bank of Italy instructions in the interest of the Group's stability. Iccrea BancaImpresa Directors shall provide ICCREA Holding S.p.A. with all information it might request for exercising its management and coordination activities.

On 12th July 2016 the shareholders meeting of ICCREA Holding S.p.A. and ICCREA Banca S.p.A. has approved a reverse merge whereby the latter will incorporate its parent company. The merge will presumably be effective by 1st October 2016. The fully paid in capital will be Euro 1.151.045.403,55. ICCREA Banca, as new ultimate parent company of the ICCREA banking group, will control 99,3% of Iccrea BancaImpresa paid in capital.

Iccrea BancaImpresa is the sole shareholder of two subsidiaries, BCC Factoring and BCC Lease (holding 100% of their fully paid-up share capital) both companies being included in the list of Art. 106 of Italian Banking Code.

BCC Factoring is the factoring company of the group and offers a mix of products and financial solutions in order to reduce credit risk and improve the liquidity position of small and medium Italian enterprises.

BCC Lease is a financial company specializing mainly in operating leasing and small ticket lending. The company is active in supporting vendors of capital equipment assets through financing their sales, and provides clients originated by the BCC with equipment and vehicle leasing solutions.

The co-operative bank network

Iccrea BancaImpresa seeks to structure its business in order to maximise long-term customer care. The majority of transactions executed by Iccrea BancaImpresa originates from customers of the co-operative banks. This network of over 4,400 branches nationwide provides Iccrea BancaImpresa with a significant distribution advantage over many of its competitors. In order to maximise the speed and efficiency with which these branches are able to offer Iccrea BancaImpresa products to mutual customers of Iccrea BancaImpresa and the co-operative banks, Iccrea BancaImpresa has developed an information system, called Wibi AOL Plus, and has enabled approximately 5,916 users to use this system in most important of the 364 co-operative banks. The system enables bank officers based in these branches to (i) have access to information regarding latest product offers, (ii) obtain quotations in respect of proposed transactions, (iii) perform credit analyses using an integrated rating expert system in respect of certain transactions and (iv) print all the contractual documentation for the transactions. Within each branch of co-operative banks, a bank manager with expertise in lending transactions is responsible for offering Iccrea BancaImpresa products to customers of the local bank. The relationship with co-operative banks is carefully monitored and satisfaction surveys are periodically carried out both with end users and with credit managers of the co-operative banks.

Co-operative banks receive commission fees by Iccrea BancaImpresa in respect of transactions introduced via their respective branches. Commissions are granted to BCCs for originating and closing new contracts (both leasing and loans) according also to the quality of the customers, type of assets, duration and pricing of the transaction. In addition, further commissions are granted to BCCs in respect of certain operating activities carried out by the local bank. Co-operative banks obtain also special rewards for repeating business and cross-selling achievements.

Competition in the Italian leasing market

The Italian leasing industry is highly competitive and quite fragmented despite many mergers in this industry, with

67 leasing companies operating in Italy as members of Assilea, the national leasing association. According to Assilea, Iccrea BancaImpresa ranked sixth in terms of the total value of leasing contracts signed during the year ended 31 December 2015, with approximately a 4.3% market share.

As regards individual leasing products, in the year ended 31 December 2015 Iccrea BancaImpresa achieved 6.1% market share in equipment leasing (compared to 6.7% in the year ended 31 December 2014), 9.5% market share in real estate leasing (compared to 9.0% in the year ended 31 December 2014) and 2.1% market share in vehicle leasing (compared to 2.2% in the year ended 31 December 2014).

The three most important competitors in Italy include BNP Paribas Lease Group, Mediocredito Italiano ISP Group and SGEF Leasing. According to Assilea, for the year ended 31 December 2015, these competitors had 9.2%, 9.0% and 8.3% market share respectively.

Litigation and tax proceedings

From time to time, Iccrea BancaImpresa is involved in legal proceedings that arise in the normal course of business, primarily actions to repossess leased assets or recover payments arising from borrowers that are in default. From time to time and in common with many other Italian companies, the Italian tax authority raises questions concerning certain items contained in the tax returns filed by Iccrea BancaImpresa. Iccrea BancaImpresa is not or has not been involved in any governmental, legal or arbitration proceeding (including those which are pending or threatened of which Iccrea BancaImpresa is aware), during a period covering at least the previous 12 months as of the date hereof which may have, or have had in the recent past, significant effects on the financial position or profitability of Iccrea BancaImpresa.

Leasing operations

As usual in the domestic market, Iccrea BancaImpresa offers a full range of financial leasing contracts mainly to small and medium-sized companies throughout Italy. Assets under lease are classified into five main categories: equipment, cars, real estate, industrial vehicles and marine-aviation.

The following table shows the number and value (in thousands of Euro) of leasing contracts signed by Iccrea BancaImpresa during the three years period ended 31 December 2015 broken down by type of asset:

Lease category	2013		2014		2015	
	Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**
Auto	36,234	1,180	25,543	772	22,447	615
Industrial Vehicles	49,702	579	64,547	672	76,077	825
Equipment	260,745	1,857	304,697	2,186	269,307	1,857
Marine-aviation	2,786	15	4,455	20	13,990	23
Real Estate	195,952	377	326,711	421	345,489	473
Total	**545,419**	**4,008**	**725,953**	**4,071**	**727,310**	**3,793**

Iccrea BancaImpresa organises its commercial operations into four regional distribution areas: North-West (encompassing the Milan, Brescia and Turin regional offices); North-East (encompassing the Padua, Treviso, Udine, Trento and Bolzano regional offices); Centre (encompassing the Florence, Ancona, Bologna, Rome regional offices); South and Islands (encompassing the Palermo, Salerno and Bari regional offices).

The following table shows the number and value (both in terms of percentage) of leasing contracts signed by Iccrea BancaImpresa during the three years period ended 31 December 2015 broken down into each regional operating area:

Operating area	2013		2014		2015	
	% Amount	% Number	% Amount	% Number	% Amount	% Number
North West	35.4%	31.8%	32.2%	29.0%	33.4%	29.6%
North East	24.0%	27.5%	29.3%	28.8%	28.4%	26.9%
Centre	32.9%	31.0%	29.1%	30.3%	30.7%	30.9%
South and Islands	7.6%	9.6%	9.4%	11.9%	7.5%	12.6%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

As at 31 May 2016, the aggregate residual value of outstanding leases referred to the 20 largest customers of Iccrea BancaImpresa accounted for approximately 3.2% of its total leasing portfolio.

As at 31 May 2016, Iccrea BancaImpresa had a total leasing portfolio accounting to 26,271 contracts with an aggregate residual value of Euro 5,587 million, respectively showing a decrease of 9.5% and a decrease of 3.9% over the corresponding figures of 29,035 contracts with a residual value of Euro 5,814 million as at 31 May 2015.

Since 1st January 2016 and as at 31 May 2016, Iccrea BancaImpresa signed 1,594 new leasing contracts with a total value of Euro 263,2 million with approximately 3.5% market share in the Italian leasing market. For the year ended 31 December 2015, Iccrea BancaImpresa signed 3,793 leasing contracts with a total value of Euro 727,3 million, with a 4.3% market share.

As at 31 May 2016, the average value of all leases signed by Iccrea BancaImpresa was equal to Euro 165,000, as compared to an average value of Euro 191,000 for the year ended 31 December 2015. Almost all of Iccrea BancaImpresa leasing contracts are signed Italian customers and almost all of Iccrea BancaImpresa total leased assets are located in Italy.

The vast majority of lease contracts are executed according to Iccrea BancaImpresa standard form, which incorporates certain standard terms and conditions. The contracts contain the description of the asset to be leased, the length of the rental, the amount of the rental payment, the value of the purchase option and any other terms and conditions to which the parties agree. According to the provisions of the lease, the customer is required to monitor the condition of the relevant asset. Only in exceptional situations will Iccrea BancaImpresa agree to modify the standard terms and conditions. Payments of principal and interest on the leases are due mainly in monthly instalments and are executed by direct debit from the customer's bank account. The standard lease term is two thirds of the expected life of the relevant asset calculated by reference to tax amortisation schedule. The majority of lease terms range from a minimum of two years, in case of car leases, to a maximum of 18 years for some real estate leases. All lease contracts are non-cancellable by the lessee and require the customer to maintain the asset in good working order and condition and to bear all costs of managing and maintaining the asset (including payment of any taxes and insurance against fire and theft). The insurance cover obtained by the customer varies according to the specific type of asset but in any cases the insurance contract proceeds must be expressly in favour of Iccrea BancaImpresa. In addition, Iccrea BancaImpresa maintains an umbrella insurance policy to provide third-party civil liability insurance coverage.

At the end of the lease-term, the customer has the option to purchase the leased asset for the residual price specified in the contract, extend the term of the lease or return the leased asset to Iccrea BancaImpresa. Practically, all of Iccrea BancaImpresa customers choose to purchase the asset for the residual price.

In case of breach by the customer of its payment obligations under the lease contract, Iccrea BancaImpresa is entitled, amongst other things, to recover the asset and sell or re-lease it to third parties.

Other lending operations

Iccrea BancaImpresa provides also other lending facilities, which allow the Bank to support the development of Italian companies, which are customers of co-operative banks, mainly small-medium enterprises. Through medium term loans, it supports company development projects, also agricultural investments, and provides clients with advisory services in the fields of mergers and acquisitions, and foreign trade with financial support for imports/exports and internationalization projects. Besides leasing, Iccrea BancaImpresa range of activity includes:

Ordinary lending: this area comprises mortgage loans (also in pool with other banks) and real estate credit facilities;

Corporate finance: this area includes acquisition finance, project finance, corporate finance, as well as mini-bonds issuing and underwriting;

International: this area of business seeks to meet the financial and advisory needs of customers of co-operative banks in their international expansion efforts;

Hedge derivatives: Iccrea BancaImpresa offers interest rate hedging contracts to help its customers and those of BCCs to hedge their interest rate risk;

National and European supporting facilities: Iccrea BancaImpresa is active in the integrated and comprehensive management of all aspects of subsidies and other supporting facilities for SME business development. The Bank provides consulting and support services regarding the main EU, national and regional subsidy laws.

Recent developments

In accordance to Iccrea Holding continuous process of centralisation of staff services, year 2015 saw a significant reorganisation in Iccrea BancaImpresa, which is still confirming its fundamental role of "Corporate Bank" within ICCREA banking Group.

ICCREA Holding has recently completed its complex centralisation project transferring all main staff units (such as Human Resources, Organisation, Marketing, Legal, etc) in the parent company, which is now providing services to any legal entity belonging to the group.

The new organisation model adopted since May 2015 by Iccrea BancaImpresa is based on three Strategic Business Areas, each focusing on a specific sales channel but also experiencing the competence and know-how to compete in the specific market and responding to the client specific needs.

The three business areas are:

1. **BCC Business Area:** the bank specialists within this area work in tight connection with BCC managers on their existing and prospect customers, supporting activities and skills of each BCC as well as planning together with them new customers acquisitions. Ten main coordinating units ("Centri Impresa") are located throughout Italy and provide business competence to support any BCC corporate business.
2. **Structured Finance and advisory services:** this area focus on those Corporates, which are not typical BCC business targets as well as Institutional Investors and Public Administration. This area of the Bank is characterised by professionals with high competences, since it manages lending facilities such as Project Financing, Corporate Acquisition and M&A advisory services, Public Administration Leasing.
3. **Vendor Business Area** – this area focuses its business on leasing contracts originated through vendors, both manufacturers and distributors of equipment. This business area is operates with strong links with BCC Lease.

THE CREDIT AND COLLECTION POLICIES

THE BANK'S ACTIVITY

The activity carried out by Iccrea BancaImpresa (hereinafter also the "**Bank**") is focused on medium and long term company financing, historically represented principally through the technical form of leasing. The activity covers all the typical segments of the leasing product (real estate, capital equipment, automobiles, industrial vehicles, nautical and more recently public leasing). Ordinary loans, under different technical forms (secured and unsecured mortgages, current account credit facilities, etc), the activity of extraordinary finance (acquisition and LBO, project financing in the renewable energy sector, public project finance, shipping, real estate finance), the activity of foreign affairs, the activity of special credits and the one of soft financing complete the product range.

The activities of the Bank, in the different technical forms, aim almost exclusively to company counterparts and have medium and long term expirations. The activities only marginally involve banks and public entities. Resources are developed for the larger part towards customers of "*Banche di Credito Cooperativo*" (hereinafter "**BCCs**"). This development activity is undertaken by "*Affari BCC*", "*Area Affari Vendor*", "*Area Finanza Strutturata & Consulenza Aziendale"*.

Under the risk profile, an important element is represented by the Bank's vocation to develop activities with the customers of BCCs. Accordingly, the proximity between BCCs and the customer is valorised to ensure an "adequate" customer selection. Although the Bank has developed certain high value transactions in recent years, it has maintained its policy to limit the level of reliance per single counterparties within contained thresholds; this determines positive effects on the fractioning of risks and consequently on the overall quality of the portfolio.

Throughout 2015, the Bank has redesigned its business model, which was implemented starting from the month of May 2015.

Essentially, the Bank switched to a division distribution model and, in the field of improvement and operational management, created one unique structure support office for the different "*Aree di Affari*" (business areas).

The Bank gives a great relevance to risk control and monitoring systems that represent fundamental prerequisites in order to protect financial solidity in time and to guarantee an adequate management of asset and liability portfolios.

In recent years, concerning operational and market credit risks, an evolutionary course of adaptation of methods and instruments has been undertaken, with reference to both the legislation and internal management and monitoring needs.

THE CREDIT PROCESS IN ICCREA BANCAIMPRESA

The credit process begins from the contact with the customer and terminates at the end of the relationship (loan repayment, redemption of the asset, or the restitution of the bank guarantee), passing through the various intermediary phases that concern, in synthesis, the technical analysis, the resolution, the stipulation of the contract, the financing, the monitoring and the management of the loans whether performing or not.

TECHNICAL ANALYSIS (CREDIT EVALUATION)

The phases of the technical process, particularly for financial leasing transactions, may be summarised as follows:

- **Customer contact, structuring of the transaction and preliminary analysis**: with the objective of: (a) acquire information and the necessary documentation to evaluate the creditworthiness of the applicant and for the correct setting of the transaction; (b) undertake preliminary controls to verify the relative feasibility of the required transaction; (c) set/structure the transaction in terms of length, warranties, pricing, etc.; (d) consequently, address the technical analysis in a more efficient and effective manner.
- **The technical analysis**: has the objective of evaluating the creditworthiness of the customer based on the size and the type of risk to be borne (the counterparty and the proposed transaction are evaluated). To

evaluate the credit standing of the customer, the following information is requested: the customer and shareholders' dossier ("*Centrale Rischi Banca d'Italia*"; "*Centrale Rischi Assilea*"; "*Visura Protesti*"; "*Rischio LISA*"); balance sheets (from the customer or through the "Cerved" system); the client presentation from the BCCs; indications on the sector of activity; potential indications from the "*Centro Impresa*" and/or the "*Gestore Impresa*" regarding the quality of the customer requesting a financial lease.

- The balance sheets, the customer dossier, the institutional database, the "*Centrale Rischio BankIt*" and the "*BDCR Assilea*", other than the internal track-record of the counterparty (defined "*Behavioral*") are used by the expert credit evaluation system ("*AlvinStar Rating*" integrated in "*Wibi-AOL*"), that is used for all transactions for the determination of "*Counterparty Rating*" and the leasing transactions also for the "*Final Orientation on the Transaction*".
- **The elaboration of the Proposal and Resolution**: on the basis of the analysis of all the evaluation elements (applicant, subject matter of the request, characteristics of the transaction, warranties, etc.), it has the objective of proposing the qualification of the transaction (positive, negative, with modifications from the initial setting) to the body with the powers to deliberate which has also the task to evaluate the terms of the proposal, ratifying officially, in the case of a positive outcome, the conditions under which the transaction will be finalised.
- **The Variation (or modification) of the Resolution**: it is the examination of merit that has the objective of evaluating the request of variations of the conditions/warranties that regulate and assist the transaction due to needs of the counterparty or to events occurring after the resolution/approval. The variations may have, in contrast to the resolution subject to modification, substantive content (the deliberated risk profile is worsened), or non-substantive content (the risk profile suffers marginal worsening or stays substantially unchanged). Furthermore, the modification may be undertaken following the resolution/approval, but prior to the stipulation of the transaction contracts, or at a time following the financing (with a consequent impact in terms of competent structures).
- The technical process continues with the counterparties analysis of existing contracts for which variations, restructuring and assignments are requested. The different phases described have impacts on the organizational structures involved and on the procedures to apply.

CREDIT RISK MANAGEMENT POLICIES

ORGANIZATIONAL ASPECTS

With the adoption of a new business model, an organizational review needs to be ensured, without prejudice to the methodologies and the instruments already in use and progressively improved, maximum operational efficiency and effective control of the credit risk.

The new organizational structure aimed at controlling the credit risk is based on the following principles:

- an "*Area Crediti Centrale*" has been rebuilt for the purpose of controlling of the Bank's credit risks. The "*Area Crediti Centrale*" undertakes: (i) technical analysis related to the major Bank's risks, (ii) technical analysis related to foreign and special credit sectors, (iii) all the small business leasing sector operations and (iv) transactions reviewing activity (based on resolution of collegial and individual deliberative bodies);
- the "*Area Crediti Centrale*" enhanced the controlling and monitoring activities of the credit portfolio, the restructuring and problematic positions monitoring activity and the non-performing management;
- the "*Aree Affari*" maintains leverage for the purpose of reaching commercial objectives with deliberative independence of the body in the intermediate risk slot.

MEASUREMENT, MANAGEMENT AND CONTROL SYSTEMS

In the Bank, the undertaking of credit risk has been assisted for many years by a credit evaluation model based on an expert system denominated "*AlvinStar Rating*". The model has been continuously developed and improved

throughout the years, broadening the base of knowledge, integrating external databases and improving its computerisation. The model is integrated in the process and in the "front-end" sale system. With the review of the model on a statistical basis, an internal scale for rating has been defined. "*Alvin Rating*" entered into production in February 2005 and used for the evaluation of all the Bank's transactions with company counterparties.

The rating system management is based on the following phases:

- development;
- validation;
- rating calibration and "*Probability of Default*" quantification;
- release to production;
- consumer's feedback; and
- model monitoring.

This scheme constitutes the "life cycle" of the rating model. In the context of the ordinary management of the model life cycle, the *AlvinStar* Rating underwent a review in 2014. This review enhanced its predictive capacity and led to the calibration of a new rating scale (10 classes) and to the estimation of the relevant "*Probability of Default*".

The process of internal statistical validation has been conducted on a historic series of 7 years (through the cycle approach).

As of today, the rating system is deeply integrated in the Bank's principal processes of value creation and management. Specifically, the system is used in supporting the strategic/commercial planning, in the credit granting process, in controlling the employment portfolio and in the impairment estimation.

With reference to the financial leasing transactions, the rating model and the "front end" sales system consent high computerisation of the technical process (attribution of rating and evaluation of the transaction) and of the relevant approval (electronic analysis and approval), allowing to maintain contemporaneously control over the process, the quality of data and the utilization of the delegated powers (tracing of every implemented choice/ variation).

The risk assessment on the counterparties is also carried out on a continuative basis through the attribution of a performance rating. The periodic rating attribution is ensured by the same internal rating system "*AlvinStar Rating*", with whom the companies' credit portfolios undergo a general monthly evaluation.

In order to support the summary analysis of the positioning of the Bank's risk on the overall portfolio, a data warehouse has been created, which groups the important information on the counterparties, including all the rating evaluations which have been made. The risk components, the expected losses, the credit quality index ("*crediti anomali*") and the transactions' performance-risk profile are the subject matter of the periodic monitoring of the portfolio.

CREDIT RISK MITIGATION TECHNIQUES

A relevant risk mitigation instrument is given through the securities obtained in the financial transactions. In addition to personal guarantees, bank guarantees are particularly important. On specific transactions or on the basis of corporate agreements, the BCCs intervene with the release of a bank guarantee to support the financing transactions presented by the Bank.

With reference to leasing transactions, the property of the asset subject of the lease represents the principal element for the mitigation of the risk of losses deriving from counterparty's defaults. For this reason, the evaluation of the asset represents one of the most relevant activities for the mitigation of risks. A specific policy for asset risk is foreseen, providing, among others, the following measures:

- specific guidelines have been defined, they establish the type of goods not eligible for funding, fix the conditions for granting financing in the form of sales and lease back;

- starting from more than one year ago, control activity of goods, whether movable or immovable, previously assigned to various Bank's offices, has been reorganized under one organisational unit, l'"*Unità Organizzativa Valutazione Beni*" as part of the "*Area Crediti Centrale*". The objective of this reorganization is to create economies of scope, to generate goods and networks knowledge synergies; to optimize time of storage and sale of goods;

- a specific process (with an *ad hoc* data-processing procedure) for the evaluation of the adequacy of the assets value at the moment of purchase has been set up. The estimation (i) of movable property, is realized by internal experts with long-standing experience in the sector, (ii) of immovable property, is realized by external experts, with proven expertise and fulfilling the ABI guidelines requirements; each immovable property evaluation undergoes the examination made by the "*Unità Organizzativa Valutazione Beni*" which gives the final opinion;

- referring to the Bank's properties, immovable property value is provided: in relation to *in bonis* transactions, through the O.M.I. (*Osservatorio del Mercato Immobiliare*) database; in relation to non-performing transactions, through examination carried out by an outsourcer at the termination and, successively, every 24 months.

- referring to immovable property leases, (i) the financial plans offered to the customers have to mandatorily provide for the compensation of the option right when its value is inferior to the market value at the time of redemption, (ii) the contractual duration has to take into account the obsolescence of the goods.

Finally, leasing transactions related to systems and machineries may foresee the presence of "repurchase agreements", by virtue of which, should the lessor be in default, the supplier may intervene to repurchase the asset.

DETERIORATED FINANCIAL ACTIVITIES

The process of anomalous credit management (*i.e.* monitoring, extrajudicial recovery, credit classification) in the ICCREA banking group is directly and locally managed by Legal Entities. Indeed, this allows to use specific platforms focusing on the various business activities which Iccrea BancaImpresa gathers in the "*Area Crediti Centrale*".

The offices involved in the process are the following:

- "*U.O. Gestione Crediti Anomali*" (management of anomalous credits);
- BCC GECRE (administrative outsourcing litigation);
- "*Aree Affari"* (limited to the recovery phase through phone collection);
- Other specialized offices of the "*Area Crediti Centrale*" (*i.e.* restructuring, real estate, industrial restructuring).

The macro- processes in the area of anomalous credits are related to:

- Extrajudicial recovery: management of the activities related to pre-litigation, aimed at the reclassification as performing of the non performing positions;

- Judicial recovery: management of the activities related to litigation, defining suitable actions finalized to the credit and goods recovery and the BCC GECRE guidelines;

- Agenda supervision: verification of the recovery activities; evaluation of the demands of extension of the management period; determination of the state of insolvency, with consequent termination and assignment to BCC GECRE and to the litigation department;

- Credit classification: analysis of credits for (i) a correct overall classification of the positions under the supervisory regulations; (ii) the promotion of adequate actions for the removal of any anomaly;
- Credit restructuring: management of activities related to contracts, aimed at the recovery of non performing credits, even formulating proposals of debt restructuring;
- Credit evaluation: evaluation of position classified as non-performing for the purpose of monthly and semi-annual balance sheet;
- Goods evaluation: evaluation of the goods, control of the compliance with the relevant EU and National law of the goods purchased or sold;
- Performance monitoring: periodic continuous monitoring of the anomalous credit portfolio with a duty to report to both the relevant unit and the directional level; monitoring related to the administrative management of the litigation in outsourcing;
- Variation analysis: dealing with the contractual variation analysis of the non performing contracts and/or transmits to the "*U.O. Ristrutturazioni*" credit reconfiguration proposals received;
- Back office activity: supporting anomalous credit process;
- Outsources management: managing outsourcers operating in the process in relation to controls over payments and contractual renewals.

RESOLUTION POWERS (THE "*CALCULATED RISKS*")

BASIC PRINCIPLES

The Bank applies the principle that each deliberating body may not assume the risks beyond the limit attributed to it as the overall amount of calculated/nominal risks, according to criteria that take into account the different riskiness of the products.

The nominal risk is always calculated, multiplied by the factor of calculation (weight) that varies according to the different technical forms. The calculation applies exclusively to the computation of the overall risk in order to define the deliberating body of the Bank, with the exception of senior deliberating bodies.

For the determination of the total amount of calculated/nominal risks (*i.e.* referred to the related deliberating body), the previous exposure, calculated through the criteria expressed in the present document, has to be taken into account and to be added to the transaction or transactions proposed.

The computation of calculated/nominal risks regards both the amount recognized (whether operative or not) and the amount actually used but the determination of the level of risk (and therefore the identification of the deliberating body) is done on the basis of the non-operative amount recognized.

In case of a transaction with a certain guarantee, for the nominal part guaranteed, the calculation of the warranty itself (determined under the rules exposed in the dedicated section) prevails -independently from the technical form of the underlying transaction guaranteed. The nominal part not covered by the guarantee will be calculated based on the technical form of the transaction.

The determination of the relative deliberating subject is made – where possible – automatically by the system; the system also identifies the overall amount of calculated risk.

OTHER DEFINITIONS

The definitions related to the recurring terminology are the following:

- **Limits to deliberation faculty:**

  The maximum amount granted for one client or a group of clients, assigned to a deliberating body.

- **Deliberating body**:

Individuals or Organs with mandates of the Board of Directors

- **Collective bodies**

  Board of Directors and Credit Committee

FOCUS ON THE LEASING COEFFICIENTS FOR CALCULATION

- real estate leasing: calculation = 2 with respect to the nominal amount of the credit line as it is the product that represents the technical form with the lowest "*Loss Given Default*".

  Taking into account the characteristics of the assets and the fiscal nature of the transaction, real estate leasing regarding renewable energy plants are calculated 2.

All other technical forms have a higher coefficient of calculation;

- capital equipment leasing, automobiles and industrial vehicles: considering the different functionality of the financed assets with the abovementioned credit products and the consequential different "*Loss Given Default*", the following calculations are applied:

  - assets of functional class 3 and 4: calculation = 2;

  - assets of functional class 1 and 2: calculation = 2.5;

  - assets of functional class 0: calculation = 3.

  -non-fungible assets: calculation = 4.

MAXIMUM RISK LIMITS

In the view of maintaining a consolidated policy of the Bank, characterised historically by a high fractioning of risk and also considering:

- the issues concerning market supply that induce to not concentrate too much commitment on individual transactions, customers and consequently individual BCCs;
- the difficulties that characterise certain economic sectors;
- the caution of the Bank in evaluating specific types of transactions (for example unsecured loans);
- the opportunity of not concentrating too much commitment in specific sectors (as real estate/construction);

the following limitations on the amounts have been established, distinguished by different technical types although the amounts below always refer to the risk which is:

- nominal (and not calculated);

- of the Bank's and not of the entire transaction (in case of pooling);

- net of credit lines, potentially backed by guarantees

The following are the maximum powers of resolution and excerpts of the powers related to the leasing technical form:

1. € 35 million, as the total amount of loans under the various technical forms, including those on related subjects, including credit lines from the Bank and the controlled "*BCC Lease*" and "*BCC Factoring*" (entity competent to derogate: "*Board of Directors*", potentially also for "*BCC Factoring*");

2. € 30 million, as the total amount of loans under the various technical forms, including those on related subjects, including credit lines from the Bank and the controlled "*BCC Lease*", namely where "*BCC Factoring*" risks are not present (entity competent to derogate: "*Board of Directors*");

3. € 15 million, as the limit for an individual transaction of extraordinary finance (entity competent to derogate: "*Board of Directors*");

4. € 15 million, as the limit for a single transaction or real estate nautical leasing (entity competent to derogate: "*Board of Directors*");

5. € 10 million, as the limit for technical forms of leasing which do not pertain to real estate/nautical sectors (entity competent to derogate: "*Board of Directors*").

ACCEPTANCE CUT OFF TIED TO THE RATING OF THE COUNTERPARTY

The following cut offs are established to limit certain clusters of transactions. The classes indicated below always refer to the rating of the counterparty.

GENERAL POLICY

- In the presence of guarantors (the sureties or other equivalent guarantee for the purposes of "*Credit Risk Mitigation*", for the entire amount and term of the transaction) with a rating above that of the guaranteed applicant to the Bank, the rules relating to the cluster of the "guarantor" are followed, for the substitutive effect of the "*Probability of Default*".

  In the presence of more guarantors for the substitutive effect, the following rules are observed:

  - where guarantees are pro-rata, the sum of the guaranteed amounts must cover the entire amount and term of the exposure; in which case the "*Probability of Default*" of the worst guarantor is applied;

  - where joint guarantees are employed, covering the entire amount and term of the exposure, the "*Probability of Default*" of the best guarantor is applied.

  The substitutive effect is only valid for managerial purposes, without prejudice to the rules for the determination of the "*Probability of Default*" and the final pricing of the transactions;

  - the limitations outlined below (for managerial purposes only) do not apply to the transactions benefiting from certain guarantees;

  - these limitations only apply for the undertaking of a new risk (also through incremental modifications), whilst they do not apply to the modifications/variations.

ACCEPTANCE CUT OFF

The following listed cut offs:

- reflect the application of the new rating classes and the relative "*Probability of Default*";
- are not distinguished – in general – by technical form, even though certain rules are in place for particular transactions (newco, residential construction, leasing to classes of lower standing, etc.);
- are not distinguished by channel (taking into account that the non-BCC channels, which are by now rather marginal in volume, are now overseen in a different manner);
- are not distinguished by the geographical area of origin.

A) CLASSES 8, 9 and 10: not admissible;

This limitation may be waived exceptionally (and by adequate motivation) only:

- by the "*Comitato Crediti*" (within the limits of its own powers of resolution)
- by inferior bodies exclusively in the following cases:

- the applicants are a "*Newco*" or a special purpose vehicle (SPV) or a comparable company (either within or external to the project finance) where the system is nonetheless able to express a rating; in which case interventions will be evaluated in light of the operational structure, sponsors, business plan, guarantees, prospects, the partners' experience, etc. and subject to different bodies starting from the "*Responsabile Aree d'Affari*" and in accordance with respective competences;

- the applicants have a role of financial holding/non-operative participation of wider groups (where the rating of the group leader may not be indicative of the real substance of the group), the transaction must be evaluated in light of the standing of the group – also through an examination of consolidated/aggregate accounts according to the rules of the Consolidated Financial Act - and subjected to different bodies starting from the "*Responsabile Aree d'Affari*" and in accordance with respective competences;

- cases in which the system produces ratings based on elements that blatantly do not correspond to the company's real situation. In these cases – supported by the acquirement of written and unequivocal documentation – it is possible to proceed, with the authorisation of bodies starting from the "*Responsabile Aree d'Affari*" and in accordance with their respective competences, considering the overall view of the applicant and the rating attributed by the other "*ALVIN*" modules;

In all these cases, the body qualified to derogate, will force the rating to "unrated", with the concurrent application of the rules for unrated transactions regarding pricing.

B) CLASSES 6 and 7: for leasing transactions a minimum coverage is requested (advance payments and/or certain guarantees) of 15% for real estate and of 20% for other technical forms, with a possibility of waiver, to be considered exceptional and by appropriate motivation, delegated to bodies starting from "*Responsabili Centri Impresa*" and "*Responsabili Aree d'Affari*". Where the minimum percentage for guarantee is respected, the normal resolution powers are followed.

C) For the CLASSES from 1 to 5: normal resolution powers are followed (without prejudice to the rules relating to lease-back).

THE MANAGEMENT AND CREDIT RECOVERY PROCESS

The management and credit recovery process comprises a large number of phases; each phase is characterized by the assignment to users of default roles and by the activities they have to carry out. A daily update of the "*Ce.Gre.*" data is provided; the systems assign the procedures based on different drivers: contract characteristics, client exposure, territorial criteria, etc.

The recovery process ("*Ge.Cre.*") is conducted firstly through a credit recovery attempt on an amicable basis and, in case of failure, through a forced recovery. The recovery process is divided in the following phases:

- *Phone Collection*: has 30 days duration. The first default payment triggers this preliminary analysis: this phase is entirely managed by internal resources and is assigned to the officer based on credit characteristics ("*phoner di Area Affari*", "*GNP*", "*phoner Estero*", "*phoner Finanza Straordinaria*"). When the Phone Collection is triggered, the system automatically generates a payment remainder which is sent to the customer.

- *Home Collection in outsourcing*: it concerns the positions with a total risk of more than 100 million Euros. After the phone phase, the next step is operated by a few selected outsourcers for a period of 45 days. The position is managed by the outsources based on the recovery plan, until the maturity of the last note. Successively, if the payment has not been received by the end of the 45 days period, a second attempt is made by another outsourcer, and the position is retained for a 30 days period. If these two attempts are unsuccessful, the position is assigned to the "*Gestione Sede*"; the supervisors can reassign to another outsourcer for a maximum period of 30 days for the last attempt of recovery on an amicable basis.

- *"Gestione Sede"*: it represents the final phase of the amicable credit recovery process (indicatively, the 5th past due monthly rate), which can be carried out only after the negative result of the Phone Collection and Home Collection phases. This final phase could be reached even if contingencies arise, such as:

  - Verified notice of insolvency procedure against the client; only in cases of bankruptcy the position management is transferred to the litigation;

  - Claim of the asset

  The officer in charge, in case of existence of the prerequisites, sends a termination letter to the defaulting customer ; it represents the final solution for the credit recovery in the extrajudicial phase. Before proceeding to the termination of the contract, the officer in charge can carry out other activities:

  - in case of existence of the prerequisites, enforcing the bank guarantees issued;

  - agreeing with the customer on a recovery plan, also evaluating a contractual modification;

  - proposing a total restructuring of the client position.

- *"UO Ristrutturazioni"*: it is entrusted with the re-arrangement of the credit relationship both performing and non-performing customers. The principal restructuring activities are:

  - Standstill agreements;

  - Debit consolidation;

  - Debt re-scheduling;

  - New financing;

  - Debt conversion or equity concession.

  The "*U.O. Ristrutturazioni*" is hierarchically subordinated to the "*Area Crediti Centrale*" and in the function is included in the anomalous credit management.

- *"Contenzioso"*: although, under a formal point of view, the position is still referred to Iccrea BancaImpresa, the litigation process is managed in outsourcing both for the administrative component and for the direct relations with lawyers.

  The outsourcer organizational structure provides for two litigation management units: assets management (goods recovery and amicable sale) and litigation management (litigation activities on credits) for all technical forms, assuring the rapidity of intervention. The outsourcing management is guaranteed by the trimestral control of the KPI contractually provided, by a "Tableau de bord" *ad hoc* aimed at verifying the rapidity of actions, the work load and the level of data update.

DEFINITIONS AND ACRONYMS

Superior bodies:

Executive Committee and Board of Directors.

Performing:

Position classified as: (i) Normal; (ii) Under observation.

Non performing:

Position classified as: (i) past due ("*scadute"*); (ii) unlikely to pay ("*inadempienze probabili"*); (iii) bad debt ("*sofferenze"*).

Normal:

Position not having any anomaly (both under the risk profile and under other profiles), or, even if anomalies are present, they can be justified by particular situations solvable in a short time period.

Under Observation: position presenting anomalies and for which it is suggested the exercise of controlling activity with interventions aimed at limiting / excluding the risk of deterioration.

Bad debts ("*sofferenze"*) are defined as the total on-balance and off-balance sheet exposures (guarantees issued, irrevocable and revocable commitments to disburse funds) referred to a subject in state of insolvency or in comparable situations, independently from the eventual loss forecasts formulated by the Bank.

Unlikely to pay debts ("*inadempienze probabili"*) are defined as the positions with credit exposition for which the Bank judges as improbable that the debtor pays integrally (principal and/or capitalized interests) his credit obligations (without the recourse to the guarantees enforcement).

Differing from the "bad debts" and the "unlikely to pay debts" mentioned above, the past due expositions ("*scadute"*), are due for over 90 days and exceed a fixed threshold of materiality.

PERFORMING AND NON-PERFORMING

In relation to the outcome of the progress evaluation exercise, the risk positions are classified in one of the following categories:

Performing

- normal;
- under observation;

Non Performing

- past due ("*scadute*");
- unlikely to pay ("*inadempienze probabili"*);
- bad debts ("*sofferenze"*).

THE ISSUER'S BANK ACCOUNTS

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Account Bank for the purposes of this Securitisation the following accounts:

(a) a euro-denominated current account into which, *inter alia*, the Servicer will be required to transfer all the Collections as they are collected in accordance with the Servicing Agreement (the "**Transaction Account**"); and

(b) a euro-denominated current account into which the Issuer will be required to deposit and maintain the Debt Service Reserve Amount. The Debt Service Reserve Account will be funded (i) on the Issue Date, (A) in an amount equal to € 5,548,745.04 by utilising the Interest Components collected between the Valuation Date and the Receivables Collection Date falling in August 2016; and (B) in an amount equal to € 9,400,000.00 by utilising the proceeds deriving from the subscription of the Class C Notes under the Class C Notes and Junior Notes Subscription Agreement; and (ii) on each Payment Date, for so long as there are Rated Notes outstanding, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds (the "**Debt Service Reserve Account**"); and

(c) a euro-denominated current account into which, *inter alia*, (i) on each Payment Date or, (ii) upon Citibank, N.A., Milan Branch ceasing to act as Account Bank, on the Business Day preceding each Payment Date, the Issuer will be required to transfer from the other Accounts the amounts necessary to make the payments due in accordance with the applicable Priority of Payments (the "**Payments Account**").

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has also opened with the Expenses Account Bank, the following account:

(a) a euro-denominated current account into which the Issuer will deposit € 80,000.00 (the "**Retention Amount**") on the Issue Date (the "**Expenses Account**"). In case of any termination of the appointment of Iccrea BancaImpresa as Servicer under the Servicing Agreement the Retention Amount will be equal to € 200,000.00. The Expenses Account will be replenished on each Payment Date, in accordance with the Pre-Enforcement Interest Priority of Payments and subject to the availability of sufficient Issuer Interest Available Funds, 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 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 to the above, should the Issuer resolve to invest in Eligible Investments, in accordance with the Agency and Accounts Agreement, the Issuer will open a securities account with an Eligible Institution into which all securities constituting Eligible Investments will be deposited (the "**Securities Account**" and, together with the Payments Account, the Transaction Account, the Debt Service Reserve Account and the Expenses Account, the "**Accounts**").

The Issuer has also opened with ICCREA Banca S.p.A. a euro-denominated account (the "**Equity Capital Account**") into which the sum representing 100 per cent of the Issuer's equity capital (equal to €10,000) has been deposited and will remain deposited for so long as all notes issued or to be issued by the Issuer (including the Notes) have been paid in full.

TERMS AND CONDITIONS OF THE NOTES

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

The € 202,300,000.00 Class A1 Asset-Backed Floating Rate Notes due 2042 (the "**Class A1 Notes**"), the € 480,000,000.00 Class A2 Asset-Backed Floating Rate Notes due 2042 (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**), the € 65,000,000.00 Class B Asset-Backed Floating Rate Notes due 2042 (the "**Class B Notes**" and, together with the Class A Notes, the "**Rated Notes**"), the € 9,400,000.00 Class C Asset-Backed Floating Rate Notes due 2042 (the "**Class C Notes**") and the € 617,460,000.00 Class D Asset-Backed Notes due 2042 (the "**Junior Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the "**Notes**") will be issued by ICCREA SME CART 2016 S.r.l. (the "**Issuer**") on or about 10 August 2016 (the "**Issue Date**") in order to finance the purchase of the Initial Portfolio (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, having its registered office at via Barberini 7, 00187 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 del Governatore della Banca d'Italia del 1 ottobre 2014*) under no. 35281.5 and is registered in the companies' register held in Rome, fiscal code and VAT number 13931681004.

The Notes are subject to and with the benefit of an agency and accounts agreement (the "**Agency and Accounts Agreement**") dated 3 August 2016 (the "**Signing Date**") between the Issuer, Citibank, N.A., Milan Branch as account bank and as Italian paying agent (in such capacities, respectively, the "**Account Bank**" and the "**Italian Paying Agent**"), which expressions include any successor account bank and Italian paying agent appointed from time to time in respect of the Notes), Citibank, N.A., London Branch as principal paying agent and agent bank (in such capacities, respectively, the "**Principal Paying Agent**" and the "**Agent Bank**"), which expressions include any successor principal paying agent and agent bank appointed from time to time in respect of the Notes), Accounting Partners S.r.l. as computation agent and representative of the holders of the Notes (in such capacities, respectively, the "**Computation Agent**" and the "**Representative of the Noteholders**", which expressions include any successor computation agent or representative of the Noteholders appointed from time to time in respect of the Notes), Zenith Service S.p.A. as back-up Servicer Facilitator (in such capacity, the "**Back-up Servicer Facilitator**", which expressions include any successor back-up servicer facilitator, appointed from time to time in respect of the Notes) and ICCREA Banca as expenses account bank (in such capacity the "**Expenses Account Bank**", which expression includes any successor expenses account bank appointed from time to time in respect of the Notes) and Iccrea BancaImpresa as Servicer (in such capacity the "Servicer" which expression inludes any successor servicer appointed from time to time in respect of the Notes) also in order to act, *inter alia*, as back-up computation agent and to make certain determinations on the portfolio covenants and on the purchase termination events.

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 these Conditions and 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 A1 Notes and the holders of the Class A2 Notes (jointly, the "**Class A Noteholders**"), the holders of the Class B Notes (the "**Class B Noteholders**"), the holders of the Class C Notes (the "**Class C**

Noteholders") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Class A Noteholders, the Class B Noteholders and the Class C 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 Intercreditor Agreement, the Rules of the Organisation of Noteholders and the other Transaction Documents are available for inspection during normal business hours by the Noteholders at the Specified Office of the Representative of the Noteholders and at the Specified Office 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 Office 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, the Class C 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 Receivables (as defined below). The Receivables will be segregated from all other assets, if any, 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 Portfolio by the Issuer through the issuance of the Notes (the "**Securitisation**").

The Servicer (as defined below) shall act as "*soggetto incaricato della riscossione dei crediti e dei servizi di cassa e pagamento*" pursuant to article 2(6) of the Securitisation Law, shall be responsible for verifying that the transactions to be carried out pursuant to article 2(3), point (c), of the Securitisation Law and in connection with this Securitisation comply with the Securitisation Law and are consistent with the contents of this Prospectus.

Under the terms of the Mandate Agreement (as defined below) 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 a Trigger 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 Receivables, 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 Class A Notes Underwriters and the Class B Notes Underwriter (as defined below) and Iccrea BancaImpresa (as defined below) 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 Accounting Partners S.r.l. (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 Debt Service Reserve Account, the Expenses Account, the Payments Account, the Securities Account (if any) and the Transaction Account;

"**Accumulation Date**" means, following the service of a Trigger 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, (ii) each day falling 10 Business Days before the day that, but for the service of a Trigger Notice, would have been a Payment Date and (iii) the date which may be agreed between the Representative of the Noteholders and the Class A Notes Underwriters and the Class B Notes Underwriter for so long as the Class A Notes Underwriters and the Class B Underwriter are a Class A Noteholder and a Class B Noteholder respectively;

"**Agents**" means, collectively, the Principal Paying Agent, the Italian Paying Agent, the Account Bank, the Agent Bank, the Expenses Account Bank and the Computation Agent;

"**Amortisation Period**" means the period from and including: (a) the Payment Date falling in December 2018 or, if earlier, (b) the date on which a Purchase Termination Event Notice or a Trigger Notice is delivered by the Representative of the Noteholders to the Issuer and ending on the date on which all amounts due under the Notes have been paid in full;

"**Arranger**" means ICCREA Banca S.p.A.;

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

"**Back-up Servicer**" means ICCREA Banca S.p.A. and includes any successor back-up servicer appointed from time to time under the Back-up Servicing Agreement in respect of this Securitisation;

"**Back-up Servicer Facilitator**" means Zenith Service S.p.A. and includes any successor back-up servicer facilitator appointed from time to time under the Back-up Servicing Agreement in respect of this Securitisation;

"**Back-up Servicing Agreement**" means the back-up servicing agreement dated the Signing Date between the Issuer, the Back-up Servicer, the Servicer and the Representative of the Noteholders;

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

"BCC-CR" means the credit co-operative banks and rural and artisan banks network;

"Business Day"*:* means the day on which banks are open for business in Milan, London and the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System (or any successor thereto) is open;

"**Calculation Amount**" means € 1,000 in Principal Amount Outstanding upon issue;

"**Cancellation Date**" means the later of (i) the last Business Day in September 2044; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Receivables then outstanding will have been entirely written off by the Issuer;

"**Citi Organisation**" means Citigroup, Inc., Citibank, N.A., Citibank Europe plc, their branches, subsidiaries and affiliates and anyone who succeeds them or to whom they assign their rights other than Citibank, N.A., London Branch.

"**Class A Notes and Class B Notes Subscription Agreement**" means the subscription agreement dated the Signing Date between the Issuer, the Originator, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger and the Representative of the Noteholders;

"**Class A Notes Underwriters**" means the "**Class A1 Notes Underwriter**" Iccrea BancaImpresa S.p.A., with registered office at 41-47, via Lucrezia Romana, I-00178 Rome, Italy and the "**Class A2 Notes Underwriter**"

European Investment Bank, with registered office at 100, Boulevard Konrad Adenauer, L-2950 Luxembourg;

"**Class B Notes Underwriter**" means Iccrea BancaImpresa;

"**Class C Notes and Junior Notes Subscription Agreement**" means the Class C and Junior Notes subscription agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Class C Notes and Junior Notes Underwriter;

"**Class C Notes and Junior Notes Underwriter**" means Iccrea BancaImpresa;

"**Class C Notes Underwriter**" means Iccrea BancaImpresa;

"**Class A Rate of Interest**" has the meaning given in Condition 6(c) (*Interest on the Notes other than the Junior Notes*);

"**Class A1 Rate of Interest**" has the meaning given in condition 6(c) (*Interest on the Notes other than the Junior Notes*);

"**Class A2 Rate of Interest**" has the meaning given in condition 6(c) (*Interest on the Notes other than the Junior Notes*);

"**Class B Rate of Interest**" has the meaning given in Condition 6(c) (*Interest on the Notes other than the Junior Notes*);

"**Class C Rate of Interest**" has the meaning given in condition 6(c) (*Interest on the Notes other than the Junior Notes*);

"**Collateral Portfolio**" means, at a given date, all the Receivables purchased by the Issuer pursuant to the Transfer Agreement which are not, at such given date, *Contratti in perdita definitiva*;

"**Collections**" means all amounts received by the Servicer or any other person in respect of Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables;

"**Computation Agent**" means Accounting Partners S.r.l. and includes any successor computation agent appointed from time to time under the Agency and Accounts Agreement in respect of this Securitisation;

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

"***Contratti in perdita definitiva***" means the Lease Contracts which have been Defaulted Lease Contracts for more than six consecutive months and "***Contratto in perdita definitiva***" means any one of them;

"**Corporate Services Agreement**" means the corporate services agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Corporate Services Provider;

"**Corporate Services Provider**" means F2A S.r.l. and includes any successor corporate services provider appointed from time to time under the Corporate Services Agreement in respect of this Securitisation;

"**Day-Count Fraction**" means, in relation to an Interest Period, the actual number of days in the relevant Interest Period divided by 360;

"**DBRS**" means DBRS Ratings Limited;

"DBRS Minimum Rating" means: (a) if a Fitch public rating, a Moody's public rating and an S&P public rating (each, a "**Public Long Term Rating**") are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Public Long Term Rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Public Long Term Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Long Term Ratings shall be so disregarded); and (b) if the DBRS Minimum Rating cannot be determined under (a) above, but Public Long Term

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

"**Debt Service Reserve**" means the monies standing to the credit of the Debt Service Reserve Account at any given time;

"**Debt Service Reserve Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as better identified in the Agency and Accounts Agreement), or any other account as may replace it in accordance with the Agency and Accounts Agreement;

"**Debt Service Reserve Amount**" means on the Issue Date and on each Payment Date thereafter the higher of (i) an amount equal to 2% of the Principal Amount Outstanding of the Rated Notes as at the immediately preceding Payment Date; and (ii) €3,000,000.00.

"**Debt Service Reserve Excess**" means, at the time the Debt Service Reserve Amount is reduced, the amount by which the Debt Service Reserve exceeds the reduced Debt Service Reserve Amount but, for the avoidance of doubt, does not include any Revenue Eligible Investments Amounts (if any) or interest accrued on the Debt Service Reserve Account;

"**Decree 239**" means the 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;

"**Deed of Pledge**" means a deed of pledge under Italian law to be executed on or around the Issue Date between the Issuer and the Representative of the Noteholders acting on its own behalf and on behalf of the other Issuer Secured Creditors;

"**Defaulted Amount**" means, on any given date and with reference to a Defaulted Lease Contract:

(i) if the Defaulted Lease Contract has been terminated, the Outstanding Principal, on the date of termination of the Defaulted Lease Contract, together with the Interest Component of any Instalments due and not paid; or

(ii) if the Defaulted Lease Contract has not been terminated, the Outstanding Principal, on the immediately preceding Reporting Date, together with the Interest Components of any Instalments due and not paid;

"**Defaulted Lease Contract**" means a Lease Contract: (i) which has been terminated for breach of contract (*inadempimento*) or bankruptcy (*fallimento*); or (ii) under which there are six or more Delinquent Instalments (in the case of Lease Contracts providing for monthly payments); or (iii) under which there are two or more Delinquent Instalments (in the case of Lease Contracts providing for quarterly payments);

"**Defaulted Receivables**" means the Receivables which arise from Defaulted Lease Contracts;

"**Delinquent Instalment**" means, in respect of any Receivables, an Instalment which, at a given date, is due but not paid, even in part, by the relevant Lessee and remains such for at least 25 (twenty five) days following the date on which it should have been paid;

"**Delinquent Lease Contract**" means a Lease Contract under which there is or are one or more Delinquent Instalments and that has not been qualified as Defaulted Lease Contract;

"**Delinquent Receivables**" means the Receivables which arise from Delinquent Lease Contracts;

"**Determination Date**" means the date that falls five Business Days prior to each Payment Date;

"**EIB**" means the European Investment Bank;

"**EIF**" means the European Investment Fund;

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America whose unsecured and unsubordinated debt obligations are rated at least:

(i) with respect to Moody's: at least a "Baa2" long-term rating by Moody's or, in the event of a depository institution which does not have a long-term rating by Moody's, at least a "P-2" short-term rating by Moody's; and

(ii) with respect to DBRS:

- at least "A" by DBRS in respect of long-term debt public rating; or
- if there is no such public rating, a private rating supplied by DBRS of at least "A"; or
- in the event of a depository institution which does not have a private rating nor a public rating from DBRS, then for DBRS the Eligible Institution will mean a depository institution which has the DBRS Minimum Rating of at least "A";

or such other rating being compliant with the Moody's and DBRS published criteria applicable from time to time;

"**Eligible Investments**" means any euro-denominated senior (unsubordinated) debt securities or other debt instruments provided that such investments (i) are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling on or before the next following Liquidation Date; (ii) provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least:

(1) with respect to Moody's: (A) with regard to investments having a maturity of less than one month, either "A3" in respect of long-term debt or (B) with regard to investments having a maturity between one and three months, "A2" in respect of long-term debt or "P-1" in respect of short-term debt; and

(2) with respect to DBRS: (i) with regard to investments having a maturity of less than, or equal to, 30 (thirty) calendar days, (a) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS, "A" in respect of its long-term debt or "R-1 (low)" in respect of short-term debt, or (b) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "A" in respect of its long term debt; (ii) with regard to investments having a maturity between 31 calendar days and 90 (ninety) calendar days, (a) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are rated by DBRS, "AA (low)" in respect of its long-term debt or "R-1 (middle)" in respect of its short-term debt, or (b) if the issuer or the guarantor (on the basis of an unconditional, irrevocable, independent first demand guarantee) of such investments are not rated by DBRS, the issuer or the guarantor of such investments has the DBRS Minimum Rating of "AA (low)" in respect of long term debt; or (iii) which has such other rating being compliant with the DBRS' published criteria applicable from time to time;

provided that, in any event, none of the Eligible Investments set out above may consist, in whole or in part, actually or potentially, of (i) credit linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time.

Pursuant to the Agency and Accounts Agreement, should the Issuer resolve to invest in Eligible Investments, the Issuer will open the Securities Account on an Eligible Institution.

"**Entrenched Rights**" has the meaning given to it in the Rules of the Organisation of Noteholders.

"**Equity Capital Account**" means a euro-denominated deposit account opened with ICCREA Banca S.p.A. or any other account as may replace it in accordance with the Agency and Accounts Agreement into which the sum representing 100% of the Issuer's equity capital (equal to € 10,000) has been deposited and will remain deposited therein until all notes issued or to be issued by the Issuer (including the Notes) have been paid in full;

"**EURIBOR**" means:

(i) in respect of each Interest Period, the rate offered in the euro-zone interbank market for deposits in euro applicable in respect of such Interest Period which appears on the on Reuters-EuriborØ1 page or (A) such other page as may replace the Reuters-EuriborØ1 page 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-EuriborØ1 page (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. (CET) on the Interest Determination Date which falls immediately before the end of the relevant Interest Period; or

(ii) in respect of each Interest Period, 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 four 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 interbank market at or about 11.00 a.m. (CET) on the relevant Interest Determination Date; or

(iii) in respect of each Interest Period, if the Screen Rate is unavailable at such time for deposits in euro in respect of the relevant period and only two or three of the Reference Banks provide such offered quotations to the Agent Bank, the relevant rate determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations; or

(iv) in respect of each Interest Period, if the Screen Rate is unavailable at such time for deposits in euro in respect of the relevant period and only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the rate in effect for the immediately preceding period to which paragraph (i) or (ii) above shall have applied;

"**Euro**" or "**euro**" or "**€**" means the currency introduced at the start of the third stage of the 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.;

"**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 Expenses Account Bank (as identified in the Agency and Accounts Agreement), or any other account as may replace it in accordance with the Agency and Accounts Agreement;

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

"**Final Maturity Date**" has the meaning given to it in Condition 7(a) (*Final redemption*);

"**Final Redemption Date**" means the 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 Receivables then outstanding will have been entirely written off by the Issuer;

"**First Amortisation Payment Date**" means the Payment Date falling in December 2018;

"**Funds Provisioned for Amortisation**" means, in respect of each Determination Date, the amounts, if any, retained in and/or credited to the Transaction Account on the immediately preceding Payment Date under item (ii)(A) of the Pre-Enforcement Principal Priority of Payments;

"**Iccrea BancaImpresa**" means Iccrea BancaImpresa S.p.A.;

"**Initial Execution Date**" means 20 July 2016;

"**Initial Portfolio**" means the portfolio of Lease Contracts from which the related Initial Receivables arise;

"**Initial Portfolio Purchase Price**" means a price equal to € 1,364,622,200.00 (calculated as the Outstanding Principal of the Initial Receivables as of the Valuation Date less an amount of € 137,800.00 in respect of certain initial costs of setting up this Securitisation);

"**Initial Receivables**" means the pool of monetary receivables and other connected rights arising which the Issuer purchased from the Originator on the Initial Execution Date pursuant to the Transfer Agreement;

"**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 scheduled payment falling due from the Lessee under a Lease Contract;

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

"**Interest Amount**" means:

(a) in respect of the Class A Notes, the Class B Notes and the Class C Notes, the amount of interest accrued during the relevant Interest Period in respect of the relevant Class as determined in accordance with Condition 6(e) (*Determination of Rates of Interest and Amount of Interest*); and/or

(b) in respect of the Junior Notes the Junior Notes Remuneration and/or the Junior Notes Additional Remuneration accrued on the Junior Notes during the relevant Interest Period, as the context requires;

"**Interest Amount Arrears**" means the portion of the relevant Interest Amount for the Notes of any Class (other than the Junior Notes), calculated pursuant to Condition 6(k) (*Interest Amount Arrears*), which remains unpaid on the relevant Payment Date;

"**Interest Components**" means the Collections deriving from the interest component of each Instalment, the Prepayment Fees and any other amount which is not a Principal Component;

"**Interest Determination Date**" means:

(a) prior to the service of a Trigger Notice, in respect of each Interest Period, the date falling two TARGET Settlement Days prior to the Payment Date at the beginning of such Interest Period;

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

"**Interest Period**" has the meaning given in Condition 6(a) (*Interest Periods*);

"**Irish Stock Exchange**" means Irish Stock Exchange Limited;

"**Issuer Available Funds**" means in respect of the immediately following Payment Date (i) as of each Determination Date prior to the service of a Trigger Notice, the aggregate of all Issuer Interest Available Funds and

all Issuer Principal Available Funds and (ii) as of each Determination Date following the service of a Trigger 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 Receivables, the Note Security 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, expenses or liabilities incurred by the Issuer in relation to the Securitisation;

"**Issuer Interest Available Funds**" means, on each Determination Date and in respect of the immediately following Payment Date, an amount equal to the sum of:

(a) the Interest Components received by the Issuer in respect of the Receivables in the Portfolio (including Delinquent Receivables and Defaulted Receivables but excluding any Receivables arising from any *Contratto in perdita definitiva*) during the Quarterly Collection Period immediately preceding such Determination Date;

(b) without duplication of (a) above, an amount equal to the Interest Components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Transaction Account, after liquidation thereof on the immediately following Liquidation Date;

(c) all amounts of interest accrued and available on each of the Accounts;

(d) the Revenue Eligible Investments Amount realised during the relevant Interest Period, if any;

(e) any recoveries received by the Issuer in respect of any *Contratto in perdita definitiva* during the Quarterly Collection Period immediately preceding such Determination Date;

(f) any other amount standing to the credit of the Transaction Account and the Payments Account as at such Determination Date, including the amounts (if any) credited to the Transaction Account on the immediately preceding Payment Date out of item (xvii) of the Pre-Enforcement Interest Priority of Payments, but excluding those amounts constituting Issuer Principal Available Funds;

(g) without duplication of (a) above, payments made to the Issuer by any other party to the Transaction Documents during the Quarterly Collection Period immediately preceding such Determination Date, but excluding those amounts constituting Issuer Principal Available Funds;

(h) to the extent that the funds under (a) to (g) (inclusive) above would not be sufficient to make the payments falling due on the immediately following Payment Date under items (i) to (v) of the Pre-Enforcement Interest Priority of Payments the lower of (i) that portion of the Debt Service Reserve (less the Debt Service Reserve Excess, if any) which is equal to such shortfall and (ii) the Debt Service Reserve (less the Debt Service Reserve Excess if any);

"**Issuer Principal Available Funds**" means, on each Determination Date and in respect of the immediately following Payment Date, an amount equal to the sum of:

(a) the Principal Components received by the Issuer in respect of the Receivables in the Portfolio (including Delinquent Receivables and Defaulted Receivables but excluding any Receivables arising from any *Contratto in perdita definitiva*) during the Quarterly Collection Period immediately preceding such Determination Date;

(b) without duplication of (a) above, an amount equal to the Principal Components invested in Eligible Investments (if any) during the immediately preceding Quarterly Collection Period from the Transaction Account and the Debt Service Reserve Account, after liquidation thereof on the immediately following Liquidation Date;

(c) the Principal Deficiency Ledger Amount calculated in respect of such Determination Date;

(d) the Funds Provisioned for Amortisation as at such Determination Date, if any;

(e) any proceeds deriving from the sale of the Receivables (other than those relating to *Contratti in perdita definitiva*) in accordance with the Transaction Documents;

(f) any proceeds deriving from the sale of the Receivables following the exercise of the Portfolio Call Option;

(g) any amount that will be credited and/or retained to the Transaction Account on the immediately following Payment Date under item (ix) of the Pre-Enforcement Interest Priority of Payments;

(h) payments made to the Issuer by the Originator pursuant to the Warranty and Indemnity Agreement and/or the Transfer Agreement during the Quarterly Collection Period immediately preceding such Determination Date in respect of indemnities or damages for breach of representations or warranties;

(i) the Debt Service Reserve Excess, if any; and

(j) on the Determination Date immediately preceding the Final Redemption Date and on any Determination Date thereafter, (i) the balance standing to the credit of the Expenses Account at such dates and (ii) the balance standing to the credit of the Debt Service Reserve Account at such dates to the extent that such amounts are not already included in the Issuer Interest Available Funds as at such Determination Date;

"**Issuer Secured Creditors**" means the Representative of the Noteholders, the Noteholders, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger, the Agent Bank, the Corporate Services Provider, the Computation Agent, the Principal Paying Agent, the Italian Paying Agent, the Account Bank, the Expenses Account Bank, Iccrea BancaImpresa (in any capacity), the Back-up Servicer and the Back-up Servicer Facilitator;

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

"**Italian Paying Agent**" means Citibank, N.A., Milan Branch and includes any successor Italian paying agent appointed from time to time under the Agency and Accounts Agreement in respect of this Securitisation;

"**Junior Notes Additional Remuneration**" means, on each Payment Date:

(a) for so long as any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors are applied in accordance with the Pre-Enforcement Principal Priority of Payments, the Issuer Principal Available Funds to be applied on such Payment Date minus all payments or provisions to be made under the Pre-Enforcement Principal Priority of Payments under items (i) to (ix); or

(b) in case any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors are applied in accordance with the Post-Enforcement Priority of Payments, an amount equal to zero;

"**Junior Notes Remuneration**" means:

(a) for so long as any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors are applied in accordance with the Pre-Enforcement Interest Priority of Payments, on each Payment Date, the Issuer Interest Available Funds to be applied on such Payment Date minus all payments or provisions to be made under the Pre-Enforcement Interest Priority of Payments under items (i) to (xv); and

(b) in case any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors are applied in accordance with the Post-Enforcement Priority of Payments, the Issuer Available Funds minus all payments or provisions to be made under the Post-Enforcement Priority of Payments under items (i) to (xiv);

"**Junior Notes Underwriter**" means Iccrea BancaImpresa;

"**Lease Contracts**" means, from time to time, the aggregate of the lease contracts comprised in the Portfolio, the Receivables in respect of which are transferred from time to time to the Issuer in accordance with the Transfer Agreement and "**Lease Contract**" means any one of these;

"**Lessees**" means, collectively, the lessees under the Lease Contracts and "**Lessee**" means any one of them;

"**Liquidation Date**" means the date falling two Business Days before each Payment Date;

"**Listing Agent**" means A&L Goodbody, a company incorporated under the laws of the Republic of Ireland, having its registered office at IFSC, North Wall Quay, Dublin, and any successor appointed in accordance with the terms of the relevant letter of appointment;

"**Local Business Day**" has the meaning given to it in Condition 8(c) (*Payments on business days*);

"**Mandate Agreement**" means the mandate agreement dated the Signing Date between the Issuer and the Representative of the Noteholders;

"**Meeting**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Monte Titoli**" means Monte Titoli S.p.A.;

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

"**Moody's**" means Moody's Investors Service Inc.;

"**Most Senior Class of Notes**" 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; or

(c) if no Class B Notes are then outstanding, the Class C Notes; or

(d) if no Class C Notes are then outstanding, the Junior Notes;

"**Note Security**" has the meaning given thereto in Condition 4 (*Note Security*);

"**Offer Date**" means, during the Revolving Period, the date that falls six Business Days prior to each Payment Date, the first Offer Date being in December 2016;

"**Offer to Sell**" means an offer sent by the Originator to the Issuer pursuant to the Transfer Agreement listing, amongst others, the Subsequent Receivables which it is offering to transfer on the immediately following Subsequent Transfer Date during the Revolving Period;

"**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 a schedule;

"**Originator**" means Iccrea BancaImpresa;

"**Other Issuer Creditors**" means the Representative of the Noteholders, the Paying Agents, the Agent Bank, the Computation Agent, the Account Bank, the Expenses Account Bank, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger, Iccrea BancaImpresa (in any capacity), the Corporate Services Provider, the Back-up Servicer and the Back-up Servicer Facilitator;

"**Outstanding Amount**" means, with respect to any Receivable, the sum of the Outstanding Principal together with the Interest Component of the due and unpaid Instalments of such Receivable;

"**Outstanding Principal**" means, on any date and in respect of each Receivable, the aggregate of all Principal Components of Instalments scheduled to be paid after such date and not yet paid and any Principal Components of Instalments due but unpaid at such date, excluding the Residual;

"**Paying Agents**" means, collectively, the Italian Paying Agent and the Principal Paying Agent;

"**Payment Date**" means (a) prior to the service of a Trigger Notice, 17 December 2016 (being the first Payment

Date), and, thereafter 17 March, 17 June, 17 September and 17 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, with adjustment on the interest due) and (b) following the service of a Trigger 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;

"**Payments Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Agency and Accounts Agreement), or any other account as may replace it in accordance with the Agency and Accounts Agreement;

"**Payments Report**" means the payments report compiled by the Computation Agent on each Determination Date in accordance with the Agency and Accounts Agreement;

"**Pool Default Ratio**" means in respect of any Settlement Period and any Pool, the ratio expressed as a percentage, calculated on the last Receivables Collection Date of such Settlement Period, between:

(i) the Defaulted Amount in relation to the Lease Contracts which have become Defaulted Lease Contracts during such Settlement Period less the aggregate amount of:

  (a) the Collections received in respect of the Defaulted Lease Contracts comprised in such Pool during the relevant Settlement Period following termination of such Defaulted Lease Contracts; and

  (b) the Collections received in respect of the Defaulted Lease Contracts comprised in such Pool during the relevant Settlement Period, where such Defaulted Lease Contracts (A) have not been terminated and (B) became Defaulted Lease Contracts in a preceding Settlement Period;

and,

(ii) the Pool Outstanding Amount;

"**Pool Delinquency Ratio**" means, in respect of any Settlement Period and any Pool, the ratio expressed as a percentage, calculated on the last Receivables Collection Date of such Settlement Period, between:

(i) the Outstanding Amount relating to the Delinquent Lease Contracts comprised in such Pool as at such date; and

(ii) the Pool Outstanding Amount limited to the Collateral Portfolio;

"**Pool Outstanding Amount**" means with respect to any Pool, the sum of all the Outstanding Principal together with the Interest Component of the due and unpaid Instalments of all the Receivables comprised in such Pool;

"**Pools**" means the four pools into which the Receivables are divided pursuant to the Transfer Agreement according to the nature of the underlying asset, and "**Pool**" means any one of them;

"**Portfolio**" means the Initial Portfolio together with all of the Subsequent Portfolios;

"**Portfolio Call Option**" means the option granted by the Issuer to the Originator under clause 14 of the Transfer Agreement;

"**Portfolio Cumulative Gross Default Ratio**" means, in respect of any Settlement Period, the percentage, calculated on the last Receivables Collection Date of such Settlement Period, equivalent to the ratio between: (i) the aggregate of the Defaulted Amount in relation to the Defaulted Lease Contracts comprised in the Portfolio since the Initial Execution Date; and (ii) the aggregate of the Outstanding Principal of the Initial Portfolio and each Subsequent Portfolio, in each case as at the date of the relevant transfer to the Issuer;

"**Portfolio Default Ratio**" means, in respect of any Settlement Period and the Portfolio, the ratio expressed as a percentage, calculated on the last Receivables Collection Date of such Settlement Period, between:

(i) the Defaulted Amount of the Lease Contracts which have been qualified as Defaulted Lease Contracts during

such Settlement Period less the sum of:

(a) the aggregate of all Collections received in respect of such Defaulted Lease Contracts during such Settlement Period following termination of such Defaulted Lease Contracts; and

(b) the aggregate of all Collections received in respect of Defaulted Lease Contracts during such Settlement Period where such Defaulted Lease Contracts: (A) have not been terminated; and (B) became Defaulted Lease Contracts in a preceding Settlement Period; and

(ii) the Portfolio Outstanding Amount;

"**Portfolio Delinquency Ratio**" means in respect of any Settlement Period and the Portfolio the ratio expressed as a percentage, calculated on the last Receivables Collection Date of such Settlement Period, between: (i) the Outstanding Amount in relation to Delinquent Lease Contracts as at such date; and (ii) the Portfolio Outstanding Amount calculated with reference only to the Collateral Portfolio;

"**Portfolio Outstanding Amount**" means in relation to the Portfolio, the sum of all the Outstanding Principal together with the Interest Components of the due and unpaid Instalments of all the Receivables comprised in the Portfolio;

"**Post-Enforcement Final Redemption Date**" means the earlier to occur between: (i) the date when the Notes are due for payment under Condition 7(e) (*Optional redemption of the Class C Notes and of the Junior Notes*) or Condition 7(f) (*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 Receivables 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(f) (*Post-Enforcement Priority of Payments*);

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

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

"**Pre-Enforcement Priority of Payments**" means the Pre-Enforcement Interest Priority of Payments and/or the Pre-Enforcement Principal Priority of Payments, as the context requires;

"**Prepayment Fees**" means the fees due by any Lessee opting for a voluntary prepayment of the relevant Lease Contracts, if any;

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

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

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

"**Principal Components**" means the principal component of each Instalment;

"**Principal Deficiency Ledger**" means the ledger established and maintained by the Computation Agent in respect of the Class A Notes and the Class B Notes pursuant to the Agency and Accounts Agreement where any Principal Losses will be recorded, as a debit entry in accordance with Condition 3(h) (*Principal Deficiency Ledger*);

"**Principal Deficiency Ledger Amount**" means in respect of each Determination Date, the aggregate amounts which will be retained in and/or credited to the Transaction Account on the immediately following Payment Date pursuant to item (viii) of the Pre-Enforcement Interest Priority of Payments;

"**Principal Factor**" means, at any time and in respect of a Class of Notes, the fraction expressed as a decimal to the sixth point of which the numerator is the aggregate Principal Amount Outstanding of the relevant Class of Notes at such time and the denominator is the aggregate Principal Amount Outstanding of the relevant Class of Notes upon issue;

"**Principal Losses**" means the higher of: (A) in respect of the Lease Contracts which have become *Contratti in perdita definitiva* during a Settlement Period, the Outstanding Amount together with all penalty interest of such *Contratti in perdita definitiva*, calculated on the date when each such Lease Contract was qualified as *Contratto in perdita definitiva*; and (B) the amount necessary to make the sum of (I.) the Outstanding Principal of: (X) the Collateral Portfolio (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (Y) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date and (II.) the amounts that will be credited to the Transaction Account out of items (i)(A) and (ii)(A) of the Pre-Enforcement Principal Priority of Payments and the balance of the Debt Service Reserve Account after having made all payments due and payable on the relevant Payment Date, to be equal to the Principal Amount Outstanding of the Notes (after having made all payments of principal payable on the Rated Notes on such Payment Date);

"**Principal Paying Agent**" means Citibank, N.A., London Branch and includes any successor principal paying agent appointed from time to time under the Agency and Accounts Agreement in respect of this Securitisation;

"**Principal Payment**" has the meaning given to it in Condition 7(c) (*Mandatory redemption*);

"**Priority of Payments**" means, as the case may be, any of the Pre-Enforcement Principal Priority of Payments, the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments;

"**Prospectus**" means the prospectus prepared by the Issuer in connection with the issue of the Notes in compliance with the Securitisation Law;

"**Purchase Termination Event Notice**" means the notice delivered by the Representative of the Noteholders to the Issuer following the occurrence of a Purchase Termination Event;

"**Quarterly Collection Period**" means (a) prior to the service of a Trigger Notice, each period commencing from (and excluding) the Receivables Collection Date immediately preceding a Payment Date to (and including) the Receivables Collection Date immediately preceding the following Payment Date, provided that the Quarterly Collection Period in respect of the first Payment Date shall begin on (and include) the Issue Date and end on (and include) the Receivables Collection Date immediately preceding the first Payment Date; and (b) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Quarterly Collection Period and ending on (and including) the immediately following Accumulation Date;

"**Quotaholder's Commitment**" means the quotaholder's commitment in relation to the Issuer dated the Signing Date between the Issuer, Iccrea BancaImpresa, the Representative of the Noteholders and Special Purpose Entity Management S.r.l.;

"**Rate of Interest**" means the Class A Rate of Interest or the Class B Rate of Interest or the Class C Rate of Interest;

"**Rated Notes**": means the Class A Notes and the Class B Notes;

"**Rated Notes Underwriters**" means the Class A Notes Underwriters and Class B Notes Underwriter;

"**Rating Agencies**" means collectively DBRS and Moody's and, each of them, a "**Rating Agency**";

"**Receivables**" means the receivables transferred from time to time by the Originator to the Issuer pursuant to the Transfer Agreement, as defined in article 2.1 of the Transfer Agreement;

"**Receivables Collection Date**" means the first Business Day of each calendar month;

"**Reference Banks**" means, initially, Barclays Bank Plc, Banca IMI S.p.A. and HSBC Bank Plc, each acting

through its principal Italian office and, if the principal Italian office of any such bank is unable or unwilling to continue to act as a Reference Bank, the principal Italian office of such other bank as the Issuer shall identify and as may be approved in writing by the Representative of the Noteholders to act in its place;

"**Relevant Class of Notes**" means (i) the Class A Notes or (ii) the Class B Notes or (iii) the Class C Notes or (iv) the Junior Notes, as the context requires;

"**Relevant Class Noteholders**" means (i) the Class A Noteholders and/or (ii) the Class B Noteholders and/or (iii) the Class C Noteholders (iv) the Junior Noteholders or a combination of the Class A Noteholders, the Class B Noteholders and/or the Class C Noteholders and/or the Junior Noteholders, as the context requires;

"**Relevant Clearing System**" means Euroclear and/or Clearstream, Luxembourg;

"**Relevant Date**" means, in respect of any payment in relation to the Notes, whichever is the later of:

(a) the date on which the payment in question first becomes due; and

(b) if the full amount payable has not been received by the Paying Agents 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 25 February, 25 May, 25 August and 25 November in each calendar year with the first Reporting Date falling on 25 November 2016 (or, if any such date is not a Business Day, the immediately following Business Day);

"**Representative of the Noteholders**" means Accounting Partners S.r.l. and includes any successor representative of the Noteholders appointed from time to time in respect of this Securitisation;

"**Reserved Matters**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Residual**" means the amount payable at the end of the contractual term under any Lease Contract if the relevant Lessee were to exercise its option to purchase the relevant asset;

"**Retention Amount**" means an amount equal to (i) € 80,000.00 for so long as Iccrea BancaImpresa acts as Servicer under the Servicing Agreement and (ii) € 200,000.00 after any termination of the appointment of Iccrea BancaImpresa as Servicer under the Servicing Agreement;

"**Revenue Eligible Investments Amount**" means any interest or other remuneration on the Eligible Investments bought by or for the account of the Issuer;

"**Revolving Period**" means the period from and including the Issue Date and ending on the Payment Date falling in September 2018 (included) or, if earlier, on the Payment Date (included) immediately preceding the date on which a Purchase Termination Event Notice or a Trigger Notice is delivered;

"**Rules of the Organisation of Noteholders**" means the rules of the Organisation of Noteholders attached hereto as a Schedule as amended, modified or supplemented from time to time;

"**Secured Amounts**" means all the amounts due, owing or payable by the Issuer whether present or future, actual or contingent, to the Issuer Secured Creditors pursuant to the Notes and the Transaction Documents;

"**Securities Account**" means a securities account which will be opened with an Eligible Institution in case the Issuer will resolve to invest in Eligible Investments into which will be deposited all Eligible Investments from time to time bought by or on behalf of the Issuer (as better identified in the Agency and Accounts Agreement);

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

"**Servicer**" means Iccrea BancaImpresa, and includes any successor servicer appointed from time to time under the Servicing Agreement;

"**Servicer Report**" means the report prepared by the Servicer substantially in the form set out in schedule 2, part B of the Servicing Agreement on each Reporting Date;

Servicer Report Delivery Failure Event"will have occurred upon the Servicer's failure to deliver the Servicer Report within five Business Days from the relevant Reporting Date provided that such event will cease to be outstanding when the Servicer delivers the Servicer Report;

"**Servicing Agreement**" means the servicing agreement dated the Initial Execution Date between the Issuer and the Servicer;

"**Settlement Period**" means (a) prior to the service of a Trigger Notice, each period commencing from (and including) the Receivables Collection Date immediately preceding a Payment Date to (and excluding) the Receivables Collection Date immediately preceding the following Payment Date, provided that the Settlement Period in respect of the first Payment Date shall commence on (and include) the Receivables Collection Date falling in August 2016 and end on (and exclude) the Receivables Collection Date immediately preceding the first Payment Date; and (b) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Settlement Period and ending on (and including) the immediately following Accumulation Date;

"**Signing Date**" means 3 August 2016;

"**Specified Offices**" has the meaning given in Condition 17(d) (*Initial Specified Offices*);

"**Subsequent Portfolio**" means each portfolio of Lease Contracts from which the related Subsequent Receivables arise;

"**Subsequent Portfolio Purchase Price**" has the meaning ascribed to the term "*Prezzo di Cessione*" in the Transfer Agreement, which term identifies the purchase price of the Subsequent Receivables;

"**Subsequent Receivables**" means any additional pool of monetary receivables and other connected rights which the Issuer may purchase from the Originator on a quarterly basis after the Issue Date (except for the first purchase) pursuant to the Transfer Agreement;

"**Subsequent Transfer Date**" means, during the Revolving Period, each Payment Date falling in March, June, September and December in each year, or, if later, the date on which a notice for the applicable transfer is published in the *Gazzetta Ufficiale della Repubblica Italiana* (the Official Gazette of the Republic of Italy) and is registered with the competent companies' register;

"**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 TARGET 2) system, or any successor thereto";

"**Transaction Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Agency and Accounts Agreement), or any other account as may replace it in accordance with the Agency and Accounts Agreement;

"**Transaction Documents**" means the Agency and Accounts Agreement, the Corporate Services Agreement, the Servicing Agreement, the Deed of Pledge, the Intercreditor Agreement, the Mandate Agreement, the Quotaholder's Commitment, the Transfer Agreement, the Warranty and Indemnity Agreement, the Class A Notes and Class B Notes Subscription Agreement and the Class C Notes and Junior Notes Subscription Agreement and the Back-up Servicing Agreement, and each a "**Transaction Document**";

"**Transfer Agreement**" means the transfer agreement dated the Initial Execution Date between the Originator and the Issuer;

"**Transfer Notice**" means any notice of transfer of receivables pursuant to Article 2.4 of the Transfer Agreement.

"**Trigger Notice**" has the meaning given to it in Condition 10(b) (*Service of a Trigger Notice*);

"**Valuation Date**" means 4 July 2016 (included);

"**Warranty and Indemnity Agreement**" means the warranty and indemnity agreement dated the Initial Execution Date between the Originator and the Issuer; and

"**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.

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

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

(a) the Issuer becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning ascribed 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 of international standing selected by it), such proceedings are being disputed by the Issuer in good faith with a reasonable prospect of success; or

(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, or a notice is given of an 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; or

(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;

a "**Portfolio Cumulative Gross Default Ratio Event**" will have occurred if on any Payment Date the Portfolio Cumulative Gross Default Ratio, as calculated in respect of the immediately preceding Settlement Period and reported in the Servicer Report prepared on the Reporting Date immediately preceding such Payment Date, is higher than the percentage indicated under the heading "Percentage" in the table below against the corresponding Settlement Period:

Settlement Period	Percentage
1	1.25%
2	1.75%

3	2.25%
4	3.00%
5	3.50%
6	4.50%
7	5.00%
8	6.00%
9 and following	7.50%

a "**Purchase Termination Event**" will have occurred if:

(i) *Portfolio performance*

(A) the Portfolio Delinquency Ratio for two consecutive Settlement Periods exceeds 7.40 per cent.; or

(B) the Portfolio Default Ratio for two consecutive Settlement Periods exceeds 2.00 per cent.; or

(C) for two consecutive Payment Dates the sum of: (I.) the Outstanding Principal of: (X) the Collateral Portfolio (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (Y) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date and (II.) the aggregate balance of the Payments Account, the Transaction Account and the Debt Service Reserve Account after having made all payments due and payable on such Payment Date in accordance with the applicable Priority of Payments is lower than the sum of the Principal Amount Outstanding of the Notes, or

(D) for two consecutive Payment Dates, the ratio between: (I.) the balance of the Payments Account and the Transaction Account after having made all payments due and payable on such Payment Date and (II.) the sum of: (X) the Outstanding Principal of: (i) the Collateral Portfolio (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (ii) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date; and (Y) the balance of the Payments Account and the Transaction Account after having made all payments due and payable on such Payment Date in accordance with the applicable Priority of Payments is higher than 10.00 per cent.; or

(E) there is a Portfolio Cumulative Gross Default Ratio Event in respect of two consecutive Settlement Periods; or

(ii) *Breach of obligations by the Originator*

the Originator defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is party and such default continues and remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the Originator, confirming that such default is, in its opinion, materially prejudicial to the interests of the Class A Noteholders and the Class B Noteholders. If, in the reasonable opinion of the Representative of the Noteholders, such default is incapable of being remedied, no written notice will be given; or

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

any of the representations and warranties made or repeated by the Originator under any of the Transaction Documents to which it is a party is incorrect or misleading in any material respect when made or deemed to be repeated, and such breach is, in the reasonable opinion of the Representative of the Noteholders,

materially prejudicial to the interests of the Class A Noteholders and Class B Noteholders; or

(iv) *Insolvency of the Originator*

the competent authority has approved any measure requesting the commencement of a compulsory administrative liquidation against the Originator, or the Originator has been submitted to any of the proceedings under Title V of the Banking Act or under D. Lgs. 16 November 2015 No. 180, or the Originator has passed a resolution for its submission to any insolvency proceedings; or

(v) *Winding-up of the Originator*

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

(vi) *Change of control*

the holding company of the banking group to which Iccrea BancaImpresa S.p.A. belongs is not, or ceases to be, an entity established or having its registered office in a Member State of the European Union; or

(vii) *Under Collateralisation*

on any Payment Date the sum of: (I.) the Outstanding Principal of: (X) the Collateral Portfolio (as indicated in the Servicer Report prepared by the Servicer on the Reporting Date immediately preceding the relevant Offer Date); and (Y) the Subsequent Portfolio in relation to which an Offer to Sell has been sent by the Originator to the Issuer on the Offer Date immediately preceding the relevant Payment Date; and (II.) the aggregate balance of the Payments Account, the Transaction Account and the Debt Service Reserve Account after having made all payments due and payable on such Payment Date in accordance with the applicable Priority of Payments is lower than the aggregate of the Principal Amount Outstanding of the Rated Notes;

In the event that a Purchase Termination Event occurs, the Representative of the Noteholders shall give written notice of the occurrence of the same to each of the Issuer, Iccrea BancaImpresa, the Principal Paying Agent, the Italian Paying Agent, the Corporate Servicer, the Rating Agencies, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the EIB and the EIF by serving a Purchase Termination Event Notice in accordance with the Terms and Conditions of the Notes. The Bank acknowledges that the conditions of the above mentioned Purchase Termination Event Notice are regulated by the Terms of the Notes for the exclusive benefit of the Noteholders, as a consequence, such communication would be in any case effective in respect of Iccrea BancaImpresa at the moment of the reception.

2. Form, denomination and title

(a) ***Form:*** The Notes are issued in dematerialised form (*emesse in forma dematerializzata*) 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 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 Principal Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a 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, recourse in respect of which is limited in the manner described in Condition 16 (*Limited recourse and non-petition*). The Notes are secured over certain assets of the Issuer pursuant to the Note Security. 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. The rights arising from the Note Security are included in each Note.

(b) ***Ranking***

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

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

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

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

(D) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes.

(ii) In respect of the obligations of the Issuer to repay principal on the Notes prior to the service of a Trigger Notice:

(A) Principal on the Class A1 Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the repayment of principal on the Class A2 Notes, Class B Notes, Class C Notes and the Junior Notes;

(B) Principal on the Class A2 Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the repayment of principal on the Class B Notes, the Class C Notes and the Junior Notes, but subordinate to the repayment of principal on the Class A1 Notes and no amount of principal in respect of the Class A2 Notes shall become due and payable or be repaid until redemption in full of the Class A1 Notes;

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

(D) Principal on the Class C Notes will rank *pari passu* and without any preference or priority among themselves, and in priority to repayment of principal on the Junior Notes but

subordinate to the repayment of principal on the Class A and on the Class B Notes, and no amount of principal in respect of the Class C Notes shall become due and payable or be repaid until redemption in full of the Class A Notes and of the Class B Notes, and

(E) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to the repayment of principal on the Class A Notes, the Class B Notes and the Class C 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, the Class B Notes and the Class C Notes.

(iii) In respect of the obligations of the Issuer to pay interest and to repay principal on the Notes following the service of a Trigger Notice:

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

(B) principal on the Class A Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Class B Notes, the Class C Notes and the Junior Notes, but subordinate to payment of interest on the Class A Notes;

(C) interest on the Class B Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Class C Notes and on the Junior Notes, but subordinate to payment of interest and repayment of principal on the Class A Notes;

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

(E) interest on the Class C Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Junior Notes, but subordinate to payment of interest and repayment of principal on the Class A Notes and on the Class B Notes;

(F) principal on the Class C Notes will rank *pari passu* and without any preference or priority among themselves and in priority to the Issuer's obligation to pay interest and repay principal on the Junior Notes, but subordinate to (i) payment of interest and repayment of principal on the Class A Notes and on the Class B Notes and (ii) payment of interest on the Class C Notes; and

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

(iv) The Intercreditor Agreement and the Rules of the Organisation of Noteholders provide that the Representative of the Noteholders shall have regard to the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders and/or the Class B Noteholders and/or the Class C Noteholders and /or 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. Once

the Class A Notes have been entirely redeemed, if, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class B Noteholders, the interests of the Class C 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 B Noteholders, until the Class B Notes have been entirely redeemed.

(c) ***Sole obligations:*** The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other parties to the Transaction Documents.

(d) ***Pre-Enforcement Interest Priority of Payments:*** Prior to the service of a Trigger Notice, the Issuer Interest Available Funds as calculated on each Determination Date will be applied by the Issuer on the Payment Date immediately following such Determination Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Interest 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);

(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);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing 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, expenses and any 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 the Agent Bank, the Computation Agent, the Corporate Services Provider, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Account Bank, the Italian Paying Agent, the Principal Paying Agent and the Expenses Account Bank, each under the Transaction Documents to which each of them is a party;

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

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

(vi) *sixth*, for so long as there are Class A Notes and Class B Notes outstanding, to credit the Debt Service Reserve Account with an amount to bring the balance of such account up to the Debt Service Reserve Amount;

(vii) *seventh*, following the occurrence of a Servicer Report Delivery Failure Event, but only if, on such Payment Date, the Servicer Report Delivery Failure Event is still outstanding, to credit to or retain

in, as the case may be, all remaining amounts to the Transaction Account;

(viii) *eighth*, in or towards reduction of the Principal Deficiency Ledger to zero by crediting such amount to the Transaction Account;

(ix) *ninth*, to credit to or retain in the Transaction Account an amount equal to the portion of Issuer Principal Available Funds utilised under item (i)(B) of the Pre-Enforcement Principal Priority of Payments on the preceding Payment Date or, to the extent that such amounts have not already been credited to or retained in the Transaction Account, on any preceding Payment Date;

(x) *tenth*, in or towards satisfaction *pro rata* and *pari passu* of all amounts due and payable to the Class A2 Notes Underwriter and to the Class B Notes Underwriter under the terms of the Class A Notes and Class B Notes Subscription Agreement;

(xi) *eleventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Class A Notes and Class B Notes Subscription Agreement;

(xii) *twelfth*, provided that no Portfolio Cumulative Gross Default Ratio event is outstanding, in or towards satisfaction *pro rata* and *pari passu*, of all the amounts of interest due and payable on the Class C Notes;

(xiii) *thirtheenth*, on the First Amortisation Payment Date and on each Payment Date thereafter, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes until the Class C Notes are repaid in full;

(xiv) *fourteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Iccrea BancaImpresa (in any capacity) under any of the Transaction Documents (but excluding any Subsequent Portfolio Purchase Price payable to Iccrea BancaImpresa under the Transfer Agreement), other than amounts already provided for in this Pre-Enforcement Interest Priority of Payments

(xv) *fifteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, 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 Interest Priority of Payments);

(xvi) *sixteenth*, provided that no Portfolio Cumulative Gross Default Ratio Event is outstanding, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Remuneration (if any) due and payable on the Junior Notes; and

(xvii) *seventeenth*, to credit the remainder (if any) to the Transaction Account;

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.

(e) ***Pre-Enforcement Principal Priority of Payments:*** Prior to the service of a Trigger Notice, the Issuer Principal Available Funds as calculated on each Determination Date will be applied by the Issuer on the Payment Date immediately following such Determination Date in making payment or provision in the

following order of priority (the "**Pre-Enforcement Principal Priority of Payments**" and, together with the Pre-Enforcement Interest Priority of Payments, 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*,

(A) following following the occurrence of a Servicer Report Delivery Failure Event, but only if on such Payment Date the Servicer Report Delivery Failure Event is still outstanding, to credit all amounts to, or retain in, the Transaction Account; or

(B) if a Servicer Report Delivery Failure Event has not occurred or is no longer outstanding, to pay all the amounts due under items (i) to (vi) of the Pre-Enforcement Interest Priority of Payments to the extent not paid under the Pre-Enforcement Interest Priority of Payments due to insufficiency of Issuer Interest Available Funds;

(ii) *second*,

(A) during the Revolving Period, on any Payment Date, in or towards purchase of Subsequent Receivables from the Originator in accordance with the terms of the Transfer Agreement and to credit or retain, as the case may be, all remaining amounts to the Transaction Account; or

(B) during the Amortisation Period:

(1) on the First Amortisation Payment Date and on each Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A1 Notes until the Class A1 Notes are repaid in full; and

(2) in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A2 Notes until the Class A2 Notes are repaid in full; and

(3) 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;

(iii) *third*, during the Amortisation Period, in or towards satisfaction of all amounts due and payable to the Class A2 Notes Underwriter under the terms of the Class A and Class B Notes Subscription Agreement (if any) to the extent not paid under item (x) of the Pre-Enforcement Interest Priority of Payments;

(iv) *fourth*, during the Amortisation Period, in or towards satisfaction, of all amounts due and payable to the Class B Notes Underwriter under the terms of the Class A Notes and Class B Notes Subscription Agreement (if any) to the extent not paid under item (x) of the Pre-Enforcement Interest Priority of Payments;

(v) *fifth*, during the Amortisation Period, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Class A Notes and Class B Notes Subscription Agrement (if any) to the extent not paid under item (xi) of the Pre-Enforcement Interest Priority of Payments;

(vi) *sixth*, during the Amortisation Period, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes until the Class C Notes are repaid in full;

(vii) *seventh*, during the Amortisation Period, in or towards satisfaction of all amounts due and payable to Iccrea BancaImpresa in any capacity under any of the Transaction Documents (if any) to the extent not paid under item (xiv) of the Pre-Enforcement Interest Priority of Payments;

(viii) *eight*, during the Amortisation Period, 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 the Retention Amount;

(ix) *ninth*, on the Final Redemption Date and on any 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 are redeemed in full; and

(x) *tenth*, 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,

provided, however, that payments to be made to the Originator under item (ii)(A) above, if any, may only be paid to the Originator by the Issuer on the later of: (i) the relevant Payment Date and (ii) the Business Day on which both the publication of the notice of the relevant assignment in the *Gazzetta Ufficiale della Repubblica Italiana* (Official Gazette of the Republic of Italy) and the registration of such notice with the competent companies' register are finalised. In the latter case, such amounts will be retained by the Issuer in the Transaction Account until such Business Day, in accordance with the terms of the Agency and Accounts Agreement.

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

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

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

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties of the Issuer (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 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 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, expenses and any other amounts of 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 the Agent Bank, the Computation Agent, the Corporate Services Provider, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the Account Bank, the Principal Paying Agent, the Italian Paying Agent and the Expenses Account Bank, each under the Transaction Documents to which each of them is a party;

(iv) *fourth*, 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;

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

(vi) *sixth*, in or 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 B Notes;

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

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable to the Class A2 Notes Underwriter and to the Class B Notes Underwriter under the terms of the Class A and Class B Notes Subscription Agreement (if any);

(ix) *ninth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Class A Notes and Class B Subscription Agreement (if any);

(x) *tenth*, in or 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 C Notes;

(xi) *eleventh*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes;

(xii) *twelfth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Iccrea BancaImpresa (in any capacity) under any of the Transaction Documents (other than amounts already provided for in this Post-Enforcement Priority of Payments);

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

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

(xv) *fifteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Remuneration (if any) due and payable on the Junior Notes.

(g) **Disposal and tax:** The Issuer or the Representative of the Noteholders, on the Issuer's behalf, is entitled, pursuant to the Intercreditor Agreement, to dispose of the Receivables in order to finance the redemption of the Notes following the service of a Trigger Notice..

(h) ***Principal Deficiency Ledger:*** On each Determination Date, the Computation Agent will record the Principal Losses arisen during the immediately preceding Settlement Period in the Principal Deficiency Ledger by debiting any Principal Loss as a debit entry to the Principal Deficiency Ledger.

(i) ***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. Note Security

As security for the discharge of the Secured Amounts, in addition and without prejudice to the segregation provided by the Securitisation Law the Issuer will create, pursuant to the Deed of Pledge, the following security (together, the "**Note Security**"): concurrently with the issue of the Notes, in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees, but excluding the Receivables and the relevant proceeds defined and identified as "*Incassi*" in the Transfer Agreement) to which the Issuer is entitled from time to time pursuant to the Transaction Documents (other than the Mandate Agreement, these Conditions and the Deed of Pledge).

The rights arising from the Note Security in favour of the Noteholders which are incorporated in each of the Notes are transferred together with the transfer of any Note at the time of transfer of such Note. Each holder of any of the Notes from time to time will have the benefit of such rights.

In addition, by operation of Italian law, the Issuer's rights, title and interest in and to the Receivables and the other Issuer's rights will be segregated from all other assets, if any, of the Issuer and amounts deriving therefrom will be available both prior to and following a winding-up of the Issuer only to satisfy the obligations of the Issuer to the Noteholders and the Other Issuer Creditors in accordance with the Priority of Payments and to any third party creditors in respect of any taxes, costs, fees or expenses incurred by the Issuer in relation to the Securitisation.

5. Covenants

(a) ***Covenants by the Issuer:*** 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), quotaholder's 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 Receivables, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation or undertakings (other than under the Note Security);

(ii) ***Restrictions on activities:***

(A) without prejudice to Condition 5(b) (*Further securitisations and corporate existence*) below, 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 (*societá controllata*) or affiliate company (*societá 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 Receivables, 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*) below, 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 or the priority of the Note Security created thereby to be reduced, amended, terminated or discharged;

(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, or any other person whose obligations form part of the Note Security, to be released from its respective obligations or to dispose of any part of the Note Security, save as envisaged by the Transaction Documents to which it is a party;

(viii) ***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*) below, have an interest in any bank account other than the Accounts or any other account, unless such account is opened in an EU Member State and is pledged, charged or ringfenced, by operation of law or otherwise, in favour of the Issuer Secured Creditors on terms acceptable to the Representative of the Noteholders;

(ix) ***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;

(x) ***Corporate records, financial statements and books of account:*** without prejudice to Condition 5(b) (*Further securitisations and corporate existence*) below, permit or consent to any of the following occurring:

(i) its books and records being maintained with or co-mingled with those of any other person or entity;

(ii) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity;

(iii) its books and records (if any) relating to the Securitisation being maintained with or co-mingled with those relating to any other securitisation transaction perfected by the Issuer; or

(iv) its assets or revenues being co-mingled 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; or

(E) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(xi) ***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; or

(xii) ***Compliance with corporate formalities:*** cease to comply with all necessary corporate formalities.

None of the covenants in this Condition 5(a) 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.

(b) ***Further securitisations and corporate existence:*** None of the covenants in Condition 5(a) (*Covenants by the Issuer*) 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 receivables in addition to the Receivables from the Originator or any other entity belonging to the same banking group of the Originator (the "**Further Portfolios**");

(ii) securitising such Further Portfolios (each, a "**Further Securitisation**") through the issue of further debt securities additional to the Notes (the "**Further Notes**"); and

(iii) entering into agreements and transactions 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 Receivables 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) (i) Moody's gives written confirmation to the Representative of the Noteholders that neither the acquisition or financing, as the case may be, of such Further Portfolio nor the issue of such Further Notes would adversely affect the then current rating of the Class A Notes and of the Class B Notes and (ii) DBRS is notified thereof;

(E) the Issuer confirms in writing to the Representative of the Noteholders that the Rating Agencies have released the necessary confirmations for the purposes of paragraph (D) above and 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 (D) above; and

(ii) provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this proviso; and

(F) the Representative of the Noteholders is satisfied that conditions (A) to (E) 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 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 reasonably expedient in the interests of the Noteholders and may rely on any written confirmation from the Issuer as to the matters contained therein.

None of the covenants in this Condition 5 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 Periods:*** Each Class A Notes and each Class B Notes will bear interest on their Principal Amount Outstanding from (and including) the Issue Date at the rate per annum (expressed as a percentage) equal to the Class A Rate of Interest in respect of the Class A Notes and the Class B Rate of Interest in respect of the Class B Notes and such interest will be payable in euro in arrears on each Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). The Class C Notes will bear interest on their Principal Amount Outstanding from (and including) the Issue Date at the rate per annum (expressed as a percentage) equal to the Class C Rate of Interest in respect of the Class C Notes and such interest will be payable in euro in arrears on each Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). The Junior Notes will accrue interest, for each Interest Period, to the payment of an amount equal to the Junior Notes Remuneration and the Junior Notes Additional Remuneration calculated on each Determination Date and which will be payable on the next Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). The amount of interest payable shall be determined in accordance with Conditions 6(e) (*Determination of Rates of Interest and Amount of Interest*) and 6(f) (*Calculation of Junior Notes Remuneration and Junior Notes Additional Remuneration*). In these Conditions, the period from (and including) the Issue Date to (but excluding) the first Payment Date and each successive period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date is called an "**Interest Period**". The first Payment Date will be the Payment Date falling in December 2016.

(b) ***Accrual of interest:*** Interest will cease to accrue on each Note on the due date for redemption unless payment is improperly withheld or refused. In such event, it shall continue to accrue in accordance with this Condition 6 (both before and after 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) ***Interest on the Notes other than the Junior Notes:*** The rate of interest payable from time to time in respect of the Class A1 Notes (the "**Class A1 Rate of Interest**"), the Class A2 Notes (the "**Class A2 Rate of Interest**" and, together with the Class A1 Rate of Interest, the "**Class A Rate of Interest**") and the Class B Notes (the "**Class B Rate of Interest**") and the Class C Notes (the "Class C Rate of Interest and, together with the Class A Rate of Interest and with the Class B Rate of Interest, the "**Rate of Interest**") for each Interest Period will be determined by the Agent Bank on the basis of the following provisions:

(i) the Agent Bank will determine the EURIBOR as defined in Condition 1 (*Definitions*); and

(ii) the Class A1 Rate of Interest for such Interest Period shall be the sum of:

(A) 0.10 per cent. per annum; and

(B) the EURIBOR;

(iii) the Class A2 Rate of Interest for such Interest Period shall be the sum of:

(A) 0.85 per cent. per annum; and

(B) the EURIBOR;

(iv) the Class B Rate of Interest for such Interest Period shall be the sum of:

(A) 1.15 per cent. per annum; and

(B) the EURIBOR.

(v) The Class C Rate of Interest for such Interest Period shall be the sum of:

(A) 1.20 per cent. per annum; and

(B) the EURIBOR.

For the avoidance of doubt, the applicable EURIBOR in respect of any Interest Period may be a negative rate. However, in the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the relevant margin results in a negative rate, the applicable Rate of Interest shall be deemed to be zero.

(d) ***Junior Notes Remuneration and Junior Notes Additional Remuneration:*** The Junior Notes will accrue interest, for each Interest Period and on an aggregate basis, in an amount equal to, respectively:

(i) prior to the service of a Trigger Notice, the Junior Notes Remuneration plus the Junior Notes Additional Remuneration calculated on each Determination Date and which will be payable on the next Payment Date; and

(ii) following the service of a Trigger Notice, or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(e) (*Optional redemption of the Class C Notes and of the Junior Notes*) or Condition 7(f) (*Optional redemption for taxation, legal or regulatory reasons*), the Junior Notes Remuneration calculated on each Determination Date and which will be payable on the next Payment Date.

(e) ***Determination of Rates of Interest and Amount of Interest:*** The Agent Bank will, as soon as practicable after 11.00 am (CET) on each Interest Determination Date, in respect of each of the Class A Notes, the Class B Notes and the Class C Notes, determine the Rate of Interest and calculate the amount of interest payable per Calculation Amount for the relevant Interest Period. The determination in respect of each of the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class C Notes of the Rate of Interest and the amount of interest payable per Calculation Amount by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties. Under no circumstance the interest on the Notes will be a negative number.

(f) ***Calculation of Junior Notes Remuneration and Junior Notes Additional Remuneration:*** The Computation Agent will, on the Determination Date immediately preceding the Payment Date in relation to each Interest Period, calculate and communicate to the Principal Paying Agent the Junior Notes Remuneration and Junior Notes Additional Remuneration accrued in respect of the Junior Notes on such Payment Date.

(g) ***Publication of Rates of Interest and Amounts of Interest Payable per Calculation Amount:*** For each of the Class A Notes, the Class B Notes and the Class C Notes, the Agent Bank will cause the Rate of Interest, the amount of interest payable per Calculation Amount for each Interest Period and the relevant Payment

Date to be notified to the Representative of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, the Computation Agent, each stock exchange on which the Class A Notes and the Class B Notes are then listed, the Irish Stock Exchange, for so long as such Class A Notes and the Class B Notes are listed on such stock exchange, and to be notified to Noteholders in accordance with Condition 17 (*Notices*) as soon as possible after their determination, but in no event later than the fourth Business Day thereafter. For each of the Class A Notes, the Class B Notes and the Class C Notes, the amount of interest payable per Calculation Amount for each Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Representative of the Noteholders by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10 (*Events of Default*), the accrued interest per Calculation Amount and the Rate of Interest payable in respect of each of the Class A Notes, the Class B Notes and the Class C Notes shall nevertheless continue to be calculated as previously by the Agent Bank in accordance with this Condition 6, but no publication of the amounts of interest payable per Calculation Amount so calculated need be made unless the Representative of the Noteholders otherwise requires.

(h) ***Agent Bank:*** The Issuer will procure that, so long as any Note is outstanding, there shall at all times be an Agent Bank for the purposes of the Notes. If the Agent Bank is unable or unwilling to continue to act as such or if the Agent Bank fails duly in respect of any of the Class A Notes, the Class B Notes and the Class C Notes to establish the Rate of Interest for any Interest Period or to calculate the amount of interest payable per Calculation Amount, the Issuer shall (with the prior approval of the Representative of the Noteholders) appoint some other leading bank or investment banking firm engaged in the interbank market that is most closely connected with the calculation or determination to be made by the Agent Bank (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Agent Bank may not resign its duties without a successor having been so appointed.

(i) ***Calculation of interest in respect of the Class A Notes and the Class B Notes and the Class C Notes****:* Interest in respect of each of the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class C Notes shall be calculated per Calculation Amount. The amount of interest payable per Calculation Amount in respect of each the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class C Notes for any Interest Period shall be an amount equal to the product of:

R x CA x PF x DCF

(where "R" is the applicable Rate of Interest for each of the Class A Notes, the Class B Notes and the Class C Notes, "CA" is the Calculation Amount, "PF" is the applicable Principal Factor for the Relevant Class of Notes on the first day of such Interest Period after any repayments of principal made on such day and "DCF" is the Day-Count Fraction) rounded down to the nearest cent. The amount of interest payable per each Note for any period shall be an amount equal to the product of:

RA x (D/CA)

(where "RA" is the amount of interest payable per Calculation Amount in respect of each of the Class A Notes, the Class B Notes and the Class C Notes for such Interest Period, "D" is the denomination of each such Class of Notes and "CA" is the Calculation Amount in respect of each such Class of Notes).

(j) ***Calculation of interest in respect of the Junior Notes****:* The Junior Notes Remuneration and Junior Notes Additional Remuneration payable in respect of the Junior Notes on any Payment Date shall be calculated per Calculation Amount and shall be an amount equal to such proportion of the amount required as at that Payment Date to be applied towards payment of, respectively, the Junior Remuneration and the Junior Notes Additional Remuneration equal to the proportion that the Calculation Amount in respect of the Junior Notes bears to the aggregate Principal Amount Outstanding of all the Junior Notes upon issue, rounded down to the nearest cent. The amount of interest payable per Junior Note on any Payment Date shall be:

(i) with respect to the Junior Notes Remuneration, an amount equal to the product of:

JNR x (D/CA)

(where "JNR" is the Junior Notes Remuneration payable per Calculation Amount in respect of the Junior Notes on such Payment Date, "D" is the denomination of the Junior Notes and "CA" is the Calculation Amount in respect of the Junior Notes);

(ii) with respect to the Junior Notes Additional Remuneration, an amount equal to the product of:

JNAR x (D/CA)

(where "JNAR" is the Junior Notes Additional Remuneration payable per Calculation Amount in respect of the Junior Notes on such Payment Date, "D" is the denomination of the Junior Notes and "CA" is the Calculation Amount in respect of the Junior Notes).

(k) ***Interest Amount Arrears:*** Without prejudice to the right of the Representative of the Noteholders to serve to the Issuer a Trigger Notice pursuant to Condition 10(a)(i) (*Non-payment*), prior to the service of a Trigger Notice, in the event that on any Payment Date there are any Interest Amount Arrears, such Interest Amount Arrears shall be deferred on the following Payment Date or on the day a Trigger 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 6 as if it were, interest due, subject to this paragraph, on each Class A Note and Class B Note, as the case may be, on the next succeeding Payment Date.

(l) ***Notification of Interest Amount Arrears:*** If, on any Determination Date, the Computation Agent determines that any Interest Amount Arrears in respect of one or more Classes of Notes (other than the Junior Notes) will arise on the immediately succeeding Payment Date, notice to this effect shall be given or procured to be given by the Issuer to the Representative of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, Monte Titoli, each stock exchange on which the Class A Notes and the Class B Notes are then listed, the Irish Stock Exchange, for so long as such Class A Notes and the Class B Notes are listed on such stock exchange, and (if so required by the rules of such 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 Payment Date.

7. Redemption, purchase and cancellation

(a) ***Final redemption:*** Unless previously redeemed in full and cancelled as provided in this Condition, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Payment Date falling in September 2042 (the "**Final Maturity Date**"), subject as provided in Condition 8 (*Payments*).

(b) ***Cancellation Date:*** If the Notes cannot be redeemed in full on the Final 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) 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) ***Mandatory redemption:*** During the Amortisation Period, but starting on the First Amortisation Payment Date and on each Payment Date thereafter, if no Trigger Notice has been served on the Issuer by the Representative of the Noteholders and if at the close of business of the Determination Date immediately preceding the relevant Payment Date there are Issuer Principal Available Funds, the Issuer will apply such Issuer Principal Available Funds on the Payment Date following each such Determination Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part)in accordance with the Pre-Enforcement Principal Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

(d) ***Principal Payments and Principal Amount Outstanding:*** The principal amount payable in respect of the Notes of a particular Class on any Payment Date under *Condition* 7(c) (*Mandatory redemption*) (each a "**Principal Payment**") shall be calculated per Calculation Amount and shall be an amount equal to such proportion of the amount required as at that Payment Date to be applied towards redemption of such Class of Notes equal to the proportion that the Calculation Amount in respect of such Class of Notes bears to the aggregate Principal Amount Outstanding of all the Notes of such Class upon issue, rounded down to the nearest cent, provided that no amount of principal payable in respect of a Note may exceed the Principal Amount Outstanding of such Note. The amount of principal payable per Note of a particular Class on any Payment Date shall be an amount equal to the product of:

PP x (D/CA)

(where "PP" is the Principal Payment payable per Calculation Amount in respect of such Class of Notes on such Payment Date, "D" is the denomination of such Notes and "CA" is the Calculation Amount in respect of such Class of Notes).

(e) ***Optional redemption of the Class C Notes and of the Junior Notes:*** Prior to the service of a Trigger Notice, the Issuer may redeem the outstanding Notes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the payment order set out in the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes and to make all payments ranking in priority, or *pari passu*, thereto, starting from the first Payment Date following the complete amortisation of the Rated Notes and on any Payment Date thereafter, subject to the Issuer:

(A) giving not more than 60 nor less than 30 days' written notice to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all the outstanding Notes;

(B) having provided to the Representative of the Noteholders a certificate signed by 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 Payment Date to discharge all its obligations under the outstanding Notes and any obligations ranking in priority, or *pari passu*, thereto; and

(C) having complied with all applicable legal and regulatory requirements with respect to the optional redemption of the Notes.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Receivables in order to finance the redemption of the Notes in the circumstances described in Condition 7(e).

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Receivables in order to finance the redemption of the Class C Notes and of the Junior Notes in the circumstances described in this Condition 7(e).

(f) ***Optional redemption for taxation, legal or regulatory reasons:*** Prior to the service of a Trigger Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes and the Class B Notes only, if all the Class C Noteholders and the Junior Noteholders consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Payment Date if, by reason of a change in law or the official interpretation thereof since the Issue Date:

(A) the assets of the Issuer in respect of this Securitisation (including the Receivables, 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 Class A Notes and the Class B Notes or any custodian of the Class A Notes and the Class B Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of the Class A Notes and the Class B Notes, from any payment of principal or interest on such 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 Class A Notes and the Class B Notes before the Payment Date following the change in law or the interpretation or administration thereof; or

(C) any amounts of interest payable on the Lease Contracts 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 material 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 tax and 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; and

(B) 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 Payment Date to discharge its obligations under: (i) the Notes (or the Class A Notes and the Class B Notes only, if all the Class C Noteholders and the Junior Noteholders consent) and any obligations ranking in priority, or *pari passu*, thereto; and (ii) any additional taxes that will be payable by the Issuer after the Notes are redeemed by reason of such early redemption of the Notes.

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

For so long as the Class A Notes and the Class B Notes are listed on the Irish Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(f) to the Irish Stock Exchange.

(g) ***Calculation of Issuer Interest Available Funds, Issuer Principal Available Funds, Principal Payments, Principal Deficiency Ledger, Principal Deficiency Ledger Amount, Interest Amounts and Principal Amount Outstanding:*** On each Determination Date, the Issuer shall cause the Computation Agent to determine in accordance with the Agency and Accounts Agreement, amongst others:

(i) the Issuer Interest Available Funds;

(ii) the Issuer Principal Available Funds;

(iii) the Principal Amount Outstanding of the Notes of all Classes on the next following Payment Date; and

(iv) whether a Purchase Termination Event has occurred or not,

and how the Issuer's funds available for distribution pursuant to these Conditions shall be applied, on the immediately following Payment Date, pursuant to the applicable Priority of Payments, and will deliver to the Account Bank, to the Paying Agents and to the Servicer, a report setting forth such determinations and amounts.

(h) ***Calculations final and binding:*** Each determination by or on behalf of the Computation Agent under Condition 7(g) (*Calculation of Issuer Interest Available Funds, Issuer Principal Available Funds, Principal Payments, Principal Deficiency Ledger, Principal Deficiency Ledger Amount, 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.

(i) ***Notice of determination and redemption:*** The Computation Agent will cause each determination of any Principal Payments per Calculation Amount (if any), the Principal Factor and Principal Amount Outstanding per Calculation Amount to be notified immediately after the calculation to the Representative of the Noteholders, the Agents, each stock exchange on which the Class A Notes and the Class B Notes are then listed and the Irish Stock Exchange, for so long as such Class A Notes and the Class B Notes are listed on such stock exchange, and will immediately cause details of such determination to be published in accordance with Condition 17 (*Notices*) by no later than one Business Day prior to such Payment Date if required by the rules of the Irish Stock Exchange.

(j) ***Notice irrevocable:*** Any such notice of redemption given pursuant to this Condition 7 shall be irrevocable and the Issuer shall be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition.

(k) ***Determinations by an alternative Computation Agent:*** If the Issuer or the Computation Agent on its behalf does not at any time for any reason make or cause to be made the calculations set out in Condition 7(g) (*Calculation of Issuer Interest Available Funds, Issuer Principal Available Funds, Principal Payments, Principal Deficiency Ledger, Principal Deficiency Ledger Amount and Principal Amount Outstanding*), the Servicer, on behalf of the Issuer, will make or procure to be made the calculations set out in Condition 7(g). The making of any such calculation by the Servicer shall (in the absence of manifest error) be final and binding upon all the parties.

(l) ***No purchase by the Issuer:*** The Issuer will not purchase any of the Notes.

(m) ***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 Principal Paying Agent, with the support of 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:*** Payment of principal and interest in respect of the Notes is 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 Principal Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents, all Noteholders and all Other Issuer Creditors and (in the absence of wilful default, bad faith or manifest error) no liability to the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Principal Paying Agent, the Agent Bank, the Computation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*).

9. Taxation in the Republic of Italy

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Republic of Italy or any authority therein or thereof having power to tax, other than a Decree 239 Withholding or unless such withholding or deduction is required by law. In that event, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be deducted. Neither the Issuer, nor the Principal 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 10, each of the following events shall be treated as an "**Event of Default**":

(i) *Non-payment*: the Issuer fails: (a) to repay any amount of principal in respect of the Most Senior Class of Notes within seven Business Days of the due date for repayment of such principal; or (b) to pay any Interest Amount in respect of the Most Senior Class of Notes within seven Business Days of the relevant Payment Date; or

(ii) *Breach of other obligations*: the Issuer fails to perform or observe any of its other obligations under or in respect of the Class A Notes, the Class B Notes, the Intercreditor Agreement or any other

Transaction Document to which it is a party and such default is, in the reasonable opinion of the Representative of the Noteholders, (a) incapable of remedy or (b) capable of remedy, but remains unremedied for 30 days or such longer period as the Representative of the Noteholders may agree (in its sole discretion) after 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 Class A Noteholders and Class B Noteholders and requiring the same to be remedied; or

(iii) *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 Class A Notes and the Class B 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 reasonable opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Class A Noteholders and the Class B Noteholders and requiring the same to be remedied; or

(iv) *Insolvency Event*: an Insolvency Event occurs in relation to the Issuer or the Issuer becomes Insolvent; or

(v) *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 Class A Notes and the Class B Notes or the Transaction Documents to which the Issuer is a party, being, in the reasonable opinion of the Representative of the Noteholders, such non-compliance a non-performance materially prejudicial to the Securitisation.

(b) ***Service of a Trigger Notice:*** If an Event of Default occurs, then (subject to Condition 10(c) (*Consequences of service of a Trigger Notice*)) the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 50 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give written notice (a "**Trigger Notice**") to the Issuer and to the Servicer declaring the Notes to be due and payable provided that:

(A) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other obligations*), Condition 10(a)(iii) (*Failure to take action*) and Condition 10(a)(v) (*Unlawfulness*), the service of a Trigger Notice has been approved either in writing by the holders of at least 50 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes or 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 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.

(c) ***Consequences of service of a Trigger Notice:*** Upon the service of a Trigger 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 Payment Date, without further action, notice or formality; (ii) the Note Security shall become immediately enforceable; and (iii) the Representative of the Noteholders may, subject to Condition 11(b) (*Restrictions on disposal of Issuer's assets*) dispose of the Receivables 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 a Trigger 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:*** 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 a Trigger Notice to enforce repayment of the Notes and payment of accrued interest thereon or at any time to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been:

(i) so requested in writing by the holders of at least 50 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

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

(b) ***Restrictions on disposal of Issuer's assets:*** If a Trigger 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 Most Senior Class of Notes, the Representative of the Noteholders will not be entitled to dispose of the assets of the Issuer or any part thereof unless either:

(i) a sufficient amount would be realised to allow payment in full of all amounts owing to the holders of the Class A Notes and the Class B Notes after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments; or

(ii) the Representative of the Noteholders is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of a merchant or investment bank or other financial adviser selected by the Representative of the Noteholders (and if the Representative of the Noteholders is unable to obtain such advice having made reasonable efforts to do so, this Condition 11(b)(ii) shall not apply) that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Class A Notes after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments;

and the Representative of the Noteholders shall not be bound to make the determination contained in Condition 11(b)(ii) unless the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

12. Representative of the Noteholders

(a) ***Legal representative:*** The Representative of the Noteholders is Accouting Partners S.r.l., with its registered office at Corso Re Umberto 8, Torino, Italy, acting through its operating office at Via Statuto 10, 20121 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 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 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 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 Resolutions:*** A Written Resolution will take effect as if it were an Extraordinary Resolution passed at a Meeting.

(g) ***Instructions from Noteholders:*** 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 Representative of the Noteholders 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 as defined in the Rules of the Organisation of Noteholders) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be economically reasonable to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; and

(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; 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,

provided that no Transaction Document may be amended without the express consent of all the parties to the relevant Transaction Document (other than the Noteholders which are represented by the Representative of the Noteholders) and in accordance with the provisions set out therein (if any).

(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 33 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 Underwriters and by the Class B Notes Underwriter pursuant to the Class A Notes and the Class B Notes Subscription Agreement and by Iccrea BancaImpresa pursuant to the Class C Notes and Junior Notes Subscription Agreement. Each Noteholder is deemed to accept such appointment.

(c) ***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.

(d) ***Principal Paying Agent, Italian Paying Agent, Agent Bank, Computation Agent, Account Bank and Expenses Account Bank as solely agents of the Issuer:*** In acting under the Agency and Accounts Agreement and in connection with the Notes, the Principal Paying Agent, the Italian Paying Agent the Computation Agent, the Agent Bank, the Account Bank and the Expenses Account 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.

(e) ***Initial Agents:*** The initial Principal Paying Agent, Italian Paying Agent, Computation Agent, Agent Bank, Account Bank and Expenses Account 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 Noteholder) at any time to vary or terminate the appointment of the Principal Paying Agent, the Italian Paying Agent, the Computation Agent, the Agent Bank, the Account Bank and the Expenses Account Bank and to appoint a successor principal paying agent, computation agent, agent bank and account bank and additional or successor paying agent at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

(f) ***Maintenance of Agents:*** The Issuer will procure that, so long as any Note is outstanding, there shall at all times be at least:

(i) a principal paying agent having its specified office in a European city; and

(ii) a paying agent in a Member State of the European Union that is not obliged to withhold or deduct tax;

(iii) a computation Agent;

(iv) an account Bank (acting through an office or branch located in Italy); and

(v) an agent Bank

for the purposes of the Notes. If the Agent Bank is unable or unwilling to continue to act as such or if the Agent Bank fails duly in respect of any Class of Notes to calculate the amount of interest payable per Calculation Amount or if any other Agent fails to perform its obligations under these Conditions or any other Transaction Document that is relevant to them, the Issuer shall (with the prior approval of the Representative of the Noteholders) appoint some other leading bank or investment banking firm engaged in the interbank market (acting through its principal office or any other office actively involved in such market) to act as such in its place. No Agent may resign its duties without a successor having been so appointed, provided that, if no successor has been appointed by the Issuer within 30 calendar days of notice of the resignation of the Agent Bank having been given by the Agent Bank, the Agent Bank should be entitled to appoint another leading bank or investment banking firm, approved by the Representative of the Noteholders to act as the relevant agent hereunder, at the expense of the Issuer. Notice of any termination or appointment change in the Principal Paying Agent, the Italian Paying Agent, the Computation Agent, the Agent Bank, the Account Bank and the Expenses Account Bank of any changes in the Specified Offices shall promptly be given to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*). Notice of any termination or appointment change in any of the Principal Paying Agent, the Italian Paying Agent, the Computation Agent, the Agent Bank, the Account Bank and the Expenses Account Bank, and of any changes in the Specified Offices shall promptly be given to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*).

15. Statute of limitation

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) of 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 and the applicable Priority of Payments, would be due and payable at such time; and (ii) the Issuer Available Funds which the Issuer or the Representative of the Noteholders is entitled, at such time, to apply in accordance with the applicable Priority of Payments and the terms of the Intercreditor Agreement, in satisfaction of such payment 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 11 (*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 for the purposes of making any demand under, or of enforcing, the Note Security, and 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 Note Security has been enforced and 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 enforce the Note Security or 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 or similar proceedings until two years plus one day have elapsed since the later of (A) the Cancellation Date and (B) the day on which any note issued or to be issued by the Issuer (including the Notes) has been paid in full.

17. Notices

(a) ***Valid notices:*** All notices to the Noteholders, as long as the Notes are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream, Luxembourg, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream, Luxembourg for communication by them to the entitled accountholders and any such notice shall be deemed to have been given on the date on which it was delivered to Monte Titoli, Clearstream, Luxembourg and Euroclear, as applicable. In addition, so long as the Class A Notes and the Class B Notes are listed on the Irish Stock Exchange and the rules of that exchange so require, all notices will also be given on the website of the Irish Stock Exchange.

The Issuer shall also ensure 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 listed at the time.

(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 reasonable 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 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 Representative of the Noteholders, the Principal Paying Agent, the Italian Paying Agent, the Computation Agent, the Agent Bank, the Account Bank and the Expenses Account Bank are as follows:

(i) in relation to the Account Bank and Italian Paying Agent: CITIBANK, N.A., Milan Branch, at its offices at Via dei Mercanti, 12, 20121, Milan, Italy; and

(ii) in relation to the Principal Paying Agent and the Agent Bank: CITIBANK, N.A., London Branch, with offices at Citigroup Centre, Canada Square, Canary Warf, London E14 5LB, United Kingdom;

(iii) in relation to the Representative of the Noteholders and the Computation Agent: Accounting Partners S.r.l., via Statuto, 10, 20121 Milan, Italy;

(iv) in relation to the Expenses Account Bank: ICCREA Banca S.p.A., via Lucrezia Romana, 41-47, I-00178 Rome, Italy, and Iccrea BancaImpresa S.p.A., via Lucrezia Romana, 41-47, I-00178 Rome, Italy;

(v) in relation to the Listing Agent: A&L Goodbody, IFSC, North Wall Quay, Dublin 1, Ireland.

18. Governing law and jurisdiction

(a) ***Governing law:*** The Notes, these Conditions, the Rules of the Organisation of Noteholders and the Transaction Documents are governed by, and shall be construed in accordance with, Italian law.

(b) ***Jurisdiction:***

The Courts of Rome 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 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 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 holders of the Relevant Class(es) of Notes 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 Relevant 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 in respect of 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;

"**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;

"**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;

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

"**Conflict of Interest**" means any event that may arise as a result of one of the Noteholders having any role in the Securitisation other than the role of holder of the Notes. In such event, the relevant Notes will be deemed not to remain "outstanding" for the purposes of the right to vote at any Meeting of Noteholders duly convened by the Representative of the Noteholders in accordance with the Conditions and these Rules to transact one of the following matters:

(a) the termination of any other role of the Noteholder in any capacity under this Securitisation;

(b) any amendment to any Transaction Document which, in the reasonable opinion of the Representative of the Noteholders, would be prejudicial to, or have a negative impact on, the Holders of the Most Senior Class of Notes; and

(c) any waiver of any breach or authorisation of any proposed breach by the Noteholder, (in any other capacities under the Transaction Documents) of its obligations under or in respect of the Transaction Documents to which it is a party.

"**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*);

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

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

"**Relevant Class of Notes**" means (i) the Class A Notes or (ii) the Class B Notes or (iii) the Class C Notes or (iv) the Junior Notes, as the context requires;

"**Relevant Fraction**" means:

(a) for all business other than voting on an Extraordinary Resolution, one-third of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or one-third of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or two-thirds of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the Notes of the relevant Class of Notes;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

(d) for all business other than voting on an Extraordinary Resolution relating to a Basic Terms Modification, the fraction of the Principal Amount Outstanding of the Notes of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or the fraction of the Principal Amount Outstanding of the Notes of all relevant Classes represented or held by the Voters actually present at the Meeting (in case of a joint Meeting of a combination of Classes of Notes); and

(e) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the Notes of the relevant Class 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, as the case may be, 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 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.

Capitalised terms not defined herein shall have the meaning attributed to them in the terms and conditions of the Notes.

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 Class C Noteholders and/or the Junior Noteholders, as the case may be.

In these rules, any reference to the Class A Noteholders shall be considered as a reference to the holders of the Class A1 Notes and the holders of the Class A2 Notes, unless where the difference is specifically stated.

TITLE II

THE MEETING OF NOTEHOLDERS

Article 4

General

Any resolution passed at a Meeting of the holders of the Relevant Class(es) of Notes, 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 that, for certain purposes regards only the holders of the Class A1 Notes, duly convened and held as aforesaid, shall not be binding on the holders of the Class A2 Notes;

(b) any resolution passed at a Meeting that, for certain purposes regards only the holders of the Class A2 Notes, duly convened and held as aforesaid, shall not be binding on the holders of the Class A1 Notes;

(c) 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;

(d) 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,

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:

(a) to the extent that any Class A Note is then outstanding, 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 to the Class B Noteholders 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, the Class B Noteholders and the Class C Noteholders; and

(b) to the extent that any Class A Note is then outstanding, no resolution of the Class B 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 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

(c) to the extent that any Class B Note is then outstanding, no resolution of the Class C 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 B Noteholders 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 B Noteholders.

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 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, the Class B Noteholders, the Class C 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 three or more Relevant 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 Noteholders of all Relevant Classes of Notes;

(b) business which, in the opinion of the Representative of the Noteholders, affects only one Relevant Class of Notes shall be transacted at a separate Meeting of the holders of Notes of such Relevant Class of Notes;

(c) business which, in the opinion of the Representative of the Noteholders, affects more than one Relevant Class of Notes but does not give rise to an actual or potential conflict of interest between the holders of one such Relevant Class of Notes and the holders of any other Relevant Class of Notes shall be transacted either at separate Meetings of the holders of each such Relevant Class of Notes or at a single Meeting of the holders of each of such Relevant 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 Relevant Class of Notes and gives rise to an actual or potential conflict of interest between the holders of one such Relevant Class of Notes and the holders of any other Relevant Class of Notes shall be transacted at separate Meetings of the holders of each Relevant Class of Notes; and

(e) in the case of separate Meetings of the holders of each Relevant 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 Relevant 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 holders of the Relevant Class(es) of Notes, 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 amended and supplemented. 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 holders of the Relevant Class(es) of Notes 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 reasonably 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 costs of, the Noteholders holding not less than one-third 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 to 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 an EU Member State.

Unless the Representative of the Noteholders reasonably 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 25 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Italian Paying Agent (with a copy to the Issuer, to the Representative of the Noteholders and to the Rating Agencies). 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, according to these rules, Noteholders may appoint Proxies, obtaining Voting Certificates and use Block Voting Instructions and the details of the 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 elect 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 Relevant Class of Notes (in case of a Meeting of one Relevant Class of Notes) or (ii) the Relevant Classes of Notes (in case of a joint Meeting). In the determination of the quorum, the Chairman shall always take into account any Conflict of Interests.

No business (except choosing a Chairman, if requested) shall be transacted at a Meeting unless a 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; and

(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;

(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 legal counsel to each of the Issuer, the Representative of the Noteholders and the Principal Paying Agent;

(e) the Representative of the Noteholders; 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 case of a meeting of a particular Relevant Class of Notes), or (ii) the Principal Amount Outstanding of the Relevant Classes of Notes (in 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 Principal 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 a Trigger Notice under Condition 10(b) (*Service of a Trigger 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 of 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) to appoint and remove 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 provided that each of the Rating Agencies confirms that such substitution would not adversely affect the then current rating of the Class A Notes and of the Class B 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) authorising and directing the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

provided however that:

(k) no Extraordinary Resolution involving a Basic Terms Modification passed by the holders of the Relevant Class of Notes shall be

effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Relevant Classes of Notes (to the extent that Notes of each such Relevant Classes of Notes are then outstanding);

(l) no Extraordinary Resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and/or the Class B Noteholders and/ore the Class C Noteholders (to the extent that the Class A Notes and/or the Class B Notes and/or the Class C are then, respectively, 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/or the Class B Noteholders and/or the Class C Noteholders (to the extent that the Class A Notes and/or the Class B Notes and/or the Class C Notes are then, respectively, outstanding);

(m) no Extraordinary Resolution of the Class B Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders (to the extent that the Class A Notes are then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders (to the extent that the Class A Notes are then outstanding); and

(n) no Extraordinary Resolution of the Class C 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/or the Class B Noteholders (to the extent that the Class A Notes and/or 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 an Extraordinary Resolution of the Class A Noteholders and/or the Class B Notes (to the extent that the Class A Notes and/or the Class B Notes are then outstanding).

Article 21 bis

Entrenched Rights

For so long as the Class A2 Notes Underwriter holds the Class A2 Notes and/or the Class B Notes are outstanding, in order to avoid conflict of interests that may arise as a result of the Originator having multiple roles in the Securitisation, those Notes which are for the time being held by the Originator or any of its Affiliates shall (unless and until ceasing to be so held) be deemed not to remain "outstanding" for the purposes of the right to vote at any Meeting of Noteholders duly convened by the Representative of the Noteholders in accordance with the Conditions and these Rules to transact one of the following matters:

(a) the termination of the Originator in its capacity as Servicer and the appointment of a substitute servicer under the Servicing Agreement;

(b) the delivery of a Trigger Notice upon the occurrence of an Event of Default in accordance with Condition 10 (Events of Default);

(c) the direction of the sale of the Portfolio after the delivery of a Trigger Notice upon occurrence of an Event of Default in accordance with Condition 10 (Events of Default);

(d) any amendment to any Transaction Document which, in the reasonable opinion of the Representative of the Noteholders, to be taken following the consultation with the Holders of the Most Senior Class of Notes, would be prejudicial to, or have a negative impact on, the Holders of the Most Senior Class of Notes;

(e) any waiver of any breach or authorisation of any proposed breach by the Originator, (in any of its capacities under the Transaction Documents) of its obligations under or in respect of the Transaction Documents to which it is a party;

(f) any other matter in relation to which, in the reasonable opinion of the Representative of the Noteholders, may exist a conflict of interest between the Senior Noteholders (considered for this purposes as one Class of Noteholders) and/or the Class B Noteholders and the Class C Noteholders (considered for this purposes as one Class of Noteholders) and the Originator in any role (other than as holder of the Class A1 Notes, the Class B Notes, the Class C Notes and the Junior Notes) under the Securitisation.

Furthermore, for so long as the Class A2 Notes Underwriter holds Class A2 Notes and/or the Class B Notes are outstanding, without any prejudice of any other rights of IBI as Holder of the Class A1 Notes, Class B Notes, Class C Notes and the Junior Notes pursuant to the Conditions and these Rules, in order to avoid conflict of interest that may arise as a result of IBI (including through any of its Affiliates) being the Holder of the Class A1 Notes, Class B Notes, Class C Notes and the Junior Notes and the Originator (in all its capacities) under the Securitisation, in the event that any of the Reserved Matters (as defined below) have not been transacted by Meetings of the Class A2 Noteholders or have not been sanctioned by the Class A2 Noteholders in any such Meetings, for any reasons whatsoever (including the case where the Class A2 Notes have been redeemed in full), those Notes which are for the time being held by IBI (including through any of its Affiliates) shall (unless and until ceasing to be so held by it) be deemed not to remain "outstanding" for the purposes of: (i) the right to vote at any Meeting of Noteholders duly convened by the Representative of the Noteholders in accordance with the Conditions and these Rules and (ii) the right to give any instruction and/or authorisation and/or direction to be given to the Representative of the Noteholders under the Transaction Documents (hereinafter, the "**Entrenched Rights**"), to the extent that any such Entrenched Right shall be exercised to transact one of the following matters (the "**Reserved Matters**"):

(a) the assessment of the occurrence of a Servicer's termination event under the Servicing Agreement and the delivery of a confirmation of such occurrence;

(b) the direction of the sale of the Portfolio after the delivery of a Trigger Notice upon occurrence of an Event of Default in accordance with Condition 10 (Events of Default);

(c) the exercise and the enforcement of any of the Issuer's Rights only if any of such Issuer's Rights shall be exercised or enforced vis-à-vis the Originator (also in its capacity as Servicer); and

(d) any waiver of any breach or authorisation of any proposed breach by the Originator, (in any of its capacities under the Transaction Documents) of its obligations under or in respect of the Transaction Documents to which it is a party

subject to:

IBI or any of its Affiliates being the holder of at least 50 per cent. of the Principal Amount Outstanding of the Class A1 Notes, Class B Notes, Class C Notes and the Junior Notes then outstanding.

For the purposes hereof, "Affiliate" means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

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. Minutes shall be notified to the Rating Agencies.

Article 24

Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution. Any Written Resolution shall be notified to the Rating Agencies.

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); and

(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.

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 Relevant 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 Securitisation Services S.p.A.

Save for Accounting Partners S.r.l. 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 Relevant 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 paragraph (a), (b) or (c) above, and, provided that a Meeting of the holders of each Relevant 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 of Notes 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.

The Representative of the Noteholders shall, prior to taking any action (as well as prior to deciding not to take any action) in the execution and exercise of its powers and authorities and discretions under the Conditions, these Rules and the Transaction Documents, request in writing the Class A2 Notes Underwriter, as long as the Class A2 Notes Underwriter is the holder of more than 50 per cent. of the Class A Notes, to determine within a reasonable time, in its sole discretion acting in good faith, whether any such action (or decision not to take any such action) would be prejudicial to, or have a negative impact on, the interests of the Class A2 Notes Underwriter as holder of the Class A2 Notes. Upon determination by the Class A2 Notes Underwriter that any such action (or decision not to take any such action) of the Representative of the Noteholders would be materially prejudicial to, or have a material negative impact on, the interests of the Class A2 Notes Underwriter as holder of the Class A2 Notes, the Representative of the Noteholders shall comply with the written instructions received by the Class A2 Notes Underwriter. On the contrary, in case the Class A2 Notes Underwriter will consider any such action (or decision not to take any such action) as no materially prejudicial to, or with no material negative impact on, its interests as holder of the Class A2 Notes then the Representative of the Noteholders will act in accordance its own determination, the Conditions, these Rules and the provisions of the Intercreditor Agreement.

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 reasonably think fit in the interests of the Noteholders. The Representative of the Noteholders shall be bound to supervise the proceedings of any such delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer and to the Rating Agencies of the appointment of any delegate and of any renewal, extension or termination of such appointment and any such delegation shall be conditional upon the relevant delegate having given, as soon as reasonably practicable, notice to the Issuer and to the Rating Agencies of any sub-delegate (if any). Any expense or cost in relation to the delegation shall be borne by the Representative of the Noteholders. 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 of Notes 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 Relevant Class of Notes or between the holders of one or more Relevant Class of Notes 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) the Representative of the Noteholders has entered into the Deed of Pledge and, for the purposes of such Deed of Pledge, as agent in the name of and on behalf of each Noteholder from time to time and each of the other Issuer Secured Creditors thereunder;

(ii) 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 (a) 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 not subject to the Note Security and (b) to enforce its rights as an Issuer Secured Creditor for and on its behalf under the Deed of Pledge and in relation to the Note Security;

(iii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the holders of each Relevant Class of Notes, shall be the only person entitled under the Conditions and under the Transaction Documents to institute proceedings against the Issuer and/or to enforce or to exercise any rights in connection with the Note Security or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the rights of the holders of each Relevant Class of Notes with respect to the other Transaction Documents and recovering any amounts owing under the Notes or under the Transaction Documents;

(iv) the Representative of the Noteholders shall have exclusive rights under the Deed of Pledge to make demands, give notices, exercise or refrain from exercising any rights and to take or refrain from taking any action (including, without limitation, the release or substitution of security) in respect of the Note Security;

(v) 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 (ii), (iii) and (iv) above) a Trigger Notice shall have been served or an Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholder may then only proceed subject to the provisions of the Conditions and provided that this proviso shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(vi) 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

(vii) 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 by giving at least three calendar months' written notice to the Issuer, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation, except for costs and expenses resulting from fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*) on the part of the Representative of the Noteholders. The resignation of the Representative of the Noteholders shall not become effective until a new Representative of the Noteholders has been appointed in accordance with Article 26 and such new Representative of the Noteholders has accepted its appointment provided that if the Noteholders fail to select a new Representative of the Noteholders within three months of written notice of resignation delivered by the Representative of the Noteholders, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to Article 26.

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, a Purchase Termination Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders 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, no Purchase Termination Event 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 appropriate express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) shall not be under any obligation to give notice to any person of the execution of these rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(d) shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these rules, the Notes, the Conditions, any Transaction Document, or any other document, or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for: (i) the nature, status, creditworthiness or solvency of the Issuer or any other party to the Transaction Documents; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith or with any Transaction Document; (iii) the suitability, adequacy or sufficiency of any collection or recovery procedures operated by the Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Receivables; or (v) any accounts, books, records or files maintained by the Issuer, the Servicer, the Principal Paying Agent or any other person in respect of the Receivables;

(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 Class A Notes and the Class B 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 Receivables 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 Lease Contracts and the Receivables 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 Receivables, 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 Creditors 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 Creditors, concur with the Issuer and any other relevant parties and subject to the Issuer giving prior written notice thereof to the Rating Agencies, 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, will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes. Any such amendment or modification shall be binding on the Noteholders and the Other Issuer Creditors and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall cause such amendment or modification to be notified to the Noteholders and the Other Issuer Creditors as soon as practicable thereafter;

(c) may, without the consent of the Noteholders or any Other Issuer Creditor, authorise or waive any proposed breach or breach of the Notes (including an Event of Default) or of the Intercreditor Agreement or any other Transaction Document if, in the opinion of the Representative of the Noteholders, the interests of the Most Senior Class will not be materially prejudiced by such authorisation or waiver; provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the holders of not less than 50 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 or rating agencies 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 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 in any part of the world 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 Relevant 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 secured and/or pre-funded to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all reasonably incurred and documented (when available) costs, charges, damages, expenses and liabilities (including, without limitation, in respect of taxes, duties, levies and other charges) which it may incur by taking such action (including, without limitation, reasonably incurred and documented (when available) fees and expenses of any legal advisers or accounting or investment banking firms, together with any value added tax charged or chargeable in respect thereof, on a full indemnity basis);

(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 Relevant 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 of Notes and any such certificate shall be conclusive and binding upon the Issuer (where applicable), 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 letter of confirmation or explanation reasonably believed by it to be genuine of any party to the Intercreditor Agreement, any Other Issuer Creditor or any Rating Agency 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, either contact each of the Rating Agencies or have regard to confirmation from each of them so to assess whether the then current ratings of the Class A Notes and Class B 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

Note Security

The Representative of the Noteholders shall be entitled to exercise all the rights granted by the Issuer in favour of the Representative of the Noteholders on behalf of the Noteholders and the other Issuer Secured Creditors under the Note Security.

The Representative of the Noteholders, acting on behalf of the Issuer Secured Creditors, may:

(a) prior to enforcement of the Note Security, appoint and entrust the Issuer to collect, in the interest of the Issuer Secured Creditors and on their behalf, any amounts deriving from the Note Security and may instruct, jointly with the Issuer, the obligors whose obligations form part of the Note Security to make any payments to be made thereunder to an Account of the Issuer;

(b) acknowledge that the Payments Account to which payments have been made in respect of the Note Security shall be deposit account

for the purpose of article 2803 of the Italian civil code and agree that such Payments Account shall be operated in compliance with the provisions of the Agency and Accounts Agreement and the Intercreditor Agreement;

(c) agree that all funds credited to the Accounts from time to time shall be applied prior to the enforcement of the Note Security, in accordance with the Conditions and the Intercreditor Agreement; and

(d) agree that cash deriving from time to time from the Note Security and the amounts standing to the credit of the Accounts shall be applied prior to enforcement of the Note Security, in and towards satisfaction not only of amounts due to the Issuer Secured Creditors, but also of such amounts due and payable to the other Issuer Creditors that rank *pari passu* with, or higher than, the Issuer Secured Creditors, according to the applicable Priority of Payments and, to the extent that all amounts due and payable to the Issuer Secured Creditors have been paid in full, also towards satisfaction of amounts due to the other Issuer Creditors that rank below the Issuer Secured Creditors. The Issuer Secured Creditors irrevocably waive any right which they may have hereunder in respect of cash deriving from time to time from the Note Security and amounts standing to the credit of the Accounts which is not in accordance with the foregoing. The Representative of the Noteholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the Note Security, under the Note Security, except in accordance with the foregoing, the Conditions and the Intercreditor Agreement.

Article 31

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) all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) made against or reasonably incurred and documented (when available) by the Representative of the Noteholders or by any person to whom the Representative of the Noteholders has delegated any power, authority or discretion or any appointee thereof, 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 in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders 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 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 person or entity to whom the Representative of the Noteholders has delegated such power, authority or discretions or such appointee thereof.

TITLE IV

THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF A TRIGGER NOTICE

Article 32

Powers

It is hereby acknowledged that, upon service of a Trigger 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 Receivables. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of Noteholders, will be authorised, pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, 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 a Trigger 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 Account Bank to transfer all monies standing to the credit of the Transaction Account, the Debt Service Reserve Account and the Payments Account to a replacement Transaction Account, a replacement Debt Service Reserve Account and a replacement Payment Account opened for such purpose by the Representative of the Noteholders with a replacement Account Bank;

(b) to request the Expenses Account Bank to transfer all monies standing to the credit of the Expenses Account to a replacement Expenses Account opened for such purpose by the Representative of the Noteholders with a replacement Expenses Account Bank;

(c) to request the Eligible Institution holding the Securities Account (if any) to transfer all monies and/or securities standing to the credit of the Securities Account (if any) to a replacement Securities Account opened for such purpose by the Representative of the Noteholders with one replacement Eligible Institution;

(d) 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 Receivables and the Issuer's Rights;

(e) to instruct the Servicer in respect of the recovery of the Issuer's Rights;

(f) 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 under the terms of the Intercreditor Agreement in respect of the relevant Accounts) and of the Receivables and to sell or otherwise dispose of the Receivables or any of them in accordance with the then current market values, in such manner and upon such terms and at such time or times as the Representative of the Noteholders shall, in its discretion, 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 in some or one of the investments authorised below. The Representative of the Noteholders at its discretion may vary (or cause such investments to be varied) such investments and may accumulate such investments and the resulting income until the immediately following Accumulation Date. Any monies, which under the Intercreditor Agreement or the Conditions may be invested, 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 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 reasonably 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 investment 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

(g) 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 paragraph (a) and/or (b) above to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments and with clause 12.5 of the Intercreditor Agreement. For the purposes of this Article 32, all the Noteholders and the Other Issuer Creditors irrevocably appoint, as from the date hereof and with effect on the date on which the Notes will become due and payable following the service of a Trigger 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 33

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 Rome.

USE OF PROCEEDS

Monies available to the Issuer to the Payments Account on the Issue Date consisting of (i) the proceeds from the issue of the Class A Notes, being € 682,300,000.00, (ii) the proceeds from the issue of the Class B Notes, being € 65,000,000.00, (iii) the proceeds from the Class C Notes being € 9,400,000.00, and (iv) the proceeds from the issue of the Class D Notes being € 617,460,000.00, and (v) the interest Collections received up to the Receivables Collection Date falling in August 2016, will be applied by the Issuer on the Issue Date:

(a) to pay Iccrea BancaImpresa € 1,364,622,200.00, as Purchase Price payable as consideration for the purchase of the Initial Portfolio pursuant to the terms of the Transfer Agreement;

(b) to credit € 80,000.00 to the Expenses Account;

(c) to credit € 14,948,745.04 to the Debt Service Reserve Account; and

(d) to pay certain initial costs of setting up this Securitisation being equal to € 57,800.00.

The amount payable by Iccrea BancaImpresa to the Issuer on the Issue Date as consideration for the subscription of the Class A1 and the Class B Notes under the Class A Notes and the Class B Notes Subscription Agreement, and the subscription of the Class D Notes under the Class C Notes and Junior Notes Subscription Agreement, being € 884,760,000.00 will be set-off against a portion (of equal amount) of the Purchase Price payable by the Issuer to Iccrea BancaImpresa on the Issue Date as consideration for the purchase of the Initial Receivables pursuant to the Transfer Agreement.

(On each Payment Date during the Revolving Period, the Originator may sell to the Issuer and, subject to fulfilment of the Eligibility Criteria and of the Conditions for the Purchase of subsequent portfolios under the Transfer Agreement, the Issuer shall purchase, using a part of the Collections (i.e. part of the Issuer Available Funds), pursuant to item (ii)(A) of the Pre-Enforcement Principal Priority of Payments, a Subsequent Portfolio from Iccrea BancaImpresa)

THE ISSUER

Introduction

ICCREA SME CART 2016 S.r.l. (the "**Issuer**") is a limited liability company (*società a responsabilità limitata*) incorporated in the Republic of Italy under article 3 of the Securitisation Law on July 4, 2016. In accordance with the Issuer's by-laws, the corporate duration of the Issuer is limited to 31 December 2100 and may be extended by shareholders' resolution. The Issuer is registered with the companies' register of Roma under number 13931681004 and with the register of the special purpose vehicles held by the Bank of Italy (Elenco *delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento della Banca d'Italia del 30 settembre 2014*) under number 35281.5 and its tax identification number (*codice fiscale*) is 13931681004.

The legal and commercial name of the Issuer is ICCREA SME CART 2016 S.r.l. The registered office of the Issuer is at via Barberini n. 47, 00187 Roma (RM), Italy. The Issuer has no principal office different from the registered office. The telephone number of its registered office is +39 06488876.1. The Issuer has no employees. The Issuer is a special purpose vehicle established 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.

Quotaholding

The authorised, issued and paid-up equity capital of the Issuer is € 10,000. No other amount of equity capital has been agreed to be issued. The sole quotaholder of the Issuer is Special Purpose Entity Management S.r.l. and in brief form SPE Management S.r.l. (the "**Quotaholder**").

Pursuant to a quotaholder's commitment dated the Signing Date between the Issuer, the Representative of the Noteholders, Iccrea BancaImpresa and the Quotaholder (the "**Quotaholder's Commitment**"), Iccrea BancaImpresa and SPE Management S.r.l. have agreed certain provisions in relation to the management of the Issuer. The Quotaholder's Commitment also provides that the Quotaholder 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.

To the best of its knowledge, the Issuer is not aware of direct or indirect ownership or control apart from its Quotaholder. Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer and its Quotaholder in the Transaction Documents and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer.

Accounting treatment of the Portfolio

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

Accounts of the Issuer

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been made up as at the date of this Prospectus. 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 July 7, 2016 and ended on 31 December 2016.

Principal activities

The principal corporate objectives of the Issuer, as set out in article 4 of its by-laws (*statuto*), include the acquisition of monetary receivables for the purposes of securitisation transactions and the issuance of asset-backed securities.

So long as any of the Notes remain 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*
Pierpaolo Guzzo	via Barberini 47-00187 Rome	Founding Member of BOCG Associati; Founding Member and Managing Director of EQV Value S.r.l.

Statutory auditors of the Issuer

The Issuer has no statutory auditors.

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, are as follows:

	(€)
Issued equity capital	
€10,000 fully paid up	10,000
	10,000
Indebtedness	
€ 202,300,000.00 Class A1 Asset-Backed Floating Rate Notes due 2042	
€ 480,000,000.00 Class A2 Asset-Backed Floating Rate Notes due 2042	
€ 65,000,000.00 Class B Asset-Backed Floating Rate Notes due 2042	
€ 9,400,000.00 Class C Asset-Backed Floating Rate Notes due 2042	
€ 617,460,000.00 Class D Asset-Backed Notes due 2042	

Save for the foregoing and the Issuer's costs and expenses of incorporation and operation that have been incurred by the Issuer to date, as 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.

THE BACK-UP SERVICER AND THE EXPENSES ACCOUNT BANK

ICCREA BANCA S.p.A.

ICCREA Banca S.p.A. - Istituto Centrale del Credito Cooperativo (Credit Co-operative Central Bank), a company directed and co-ordinated (soggetta all'attività di direzione e coordinamento) by Iccrea Holding S.p.A., is a bank operating in the form of a joint stock company (società per azioni) with registered office at Via Lucrezia Romana 41-47, 00178, Rome, Italy, registered at No. 5251 in the register of banks held by the Bank of Italy pursuant to article 13 of the Banking Act.

Its share capital is € 216,913,200 fully paid in, as of December 31st 2015.

Iccrea Banca supports and boosts the overall acitivities of its BCC-CR clients by supporting them in payment services: it regulates domestic and international flows as Bank of Intermediation for its clients, it is direct acquirer and issuer for the "Ottomila" circuit, identifying the full line of domestic and international debt and credit cards. Iccrea Banca also backs the Banks in their External trade activities.

As " Central Financial Institute" of the Group, it works for the benefit of its client Banks and implements state-of-the-art negotiation and funding techniques, also taking care of regulating and administrating securities and acting as Banca Depositaria e Banca Corrispondente (Custodian and Correspondent Bank).
It supports BCC-CRs in the self-evaluation of their assets and in the optimization of their risk/return through advanced ALM (Application Lifecycle Management) services.

ICCREA Banca S.p.A. was incorporated on 30 November, 1963, as Istituto di Credito delle Casse Rurali ed Artigiane S.p.A., by the representatives of around 190 banche di credito cooperativo (the banche di credito cooperativo or co-operative banks are hereinafter referred to as the "BCCs" and each a "BCC"). Its share capital was held by Iccrea Holding S.p.A. (99.998%), and by the Federazione Lombarda (0.002%). According to its current corporate purpose (oggetto sociale), ICCREA Banca S.p.A. "renders the activities of the credit co-operative banks more complete, intense and effective, supporting and helping them to expand their operations through the supply of credit, banking services and financial aid in all its forms". Therefore, it performs a range of activities on behalf of the BCCs.
It trades directly in all financial instruments (equities, bonds and derivatives) on the Milan Stock Exchange and OTC. It is a primary dealer in the wholesale market for government bonds and has sole responsibility for market trading within the ICCREA Group (as defined below).ICCREA Banca S.p.A. has several branches throughout the country (Milano, Padova, Bologna, Firenze, Salerno and Palermo), the role of which is to provide assistance to, and promote its products and services among, the BCCs that operate in those areas.

2. INTERNAL STRUCTURE

ICCREA Banca S.p.A. had 685 employees as of December 31st, 2015.

Currently, the Board of Directors consists of 15 members as indicated in the table below

Board of Directors

Name	as
Magagni Giulio	President
Maino Giuseppe	Vice President
Alfieri Lucio	Director
Azzi Alessandro	Director
Carri Francesco	Director
Colombo Annibale	Director
Ferrarini Franco	Director
Feruglio Carlo Antonio	Director
Liberati Francesco	Director
Moretti Mara	Director
Porro Angelo	Director
Ricci Secondo	Director
Saporito Salvatore	Director
Stra Pierpaolo	Director
Toson Leonardo	Director

The Board of Statutory Auditors is composed of the following:

Gaspari Luigi	President
Rondina Romualdo	Regular auditor
Sbarbati Fernando	Regular auditor
Andriolo Riccardo	Alternate auditor
Fellegara Annamaria	Alternate auditor

The General Director is Dott. Leonardo Rubattu.

Financial Highlights

The tables below set out the profits and losses and the assets of Iccrea Banca S.p.A. over the past 4 years:

Profit and Loss (in thousand euro)	**31 Dec 2012***	**31 Dec 2013**	**31 Dec 2014**	**31 Dec 2015**
Net Interest Income (30)	83,772	71,045	59,082	82,688
Gross Income (120)	219,765	217,829	222,897	257,659
Operating Expenses (200)	-138,014	-153,565	-149,956	-237,392
Net income (loss) from financial operations (140)	215,656	230,758	226,950	254,218
Net profit (loss) for the period (290)	48,376	40,028	47,693	9,245

Balance sheet

Assets (in thousand euro)	**31 Dec 2012***	**31 Dec 2013**	**31 Dec 2014**	**31 Dec 2015**
Cash and cash equivalent (10)	110,654	82,637	104,077	91,044
Due from Banks (60)	27,022,845	32,827,713	35,587,200	31,939,294
Loans (70)	1,664,961	1,768,381	4,077,715	1,873,283
Bond and other securities (20+30+40)	4,064,157	4,210,958	4,938,105	7,460,769
Total Assets	36,122,179	42,994,317	46,480,999	45,789,341

Liabilities (in thousand euro)	**31 Dec 2012***	**31 Dec 2013**	**31 Dec 2014**	**31 Dec 2015**
Due to Banks (10)	21,196,601	21,391,952	29,295,429	13,670,457
Securities issued (30+40+50)	4,772,575	5,442,052	5,346,507	5,282,249
Shareholders funds (130+140+150+160+170+180)	453,512	490,646	500,130	500,426
Total Liabilities	36,122,179	42,994,317	46,480,999	45,789,341

Balance Sheet's Ratios

Ratios (%)	**31 Dec 2012***	**31 Dec 2013**	**31 Dec 2014**	**31 Dec 2015**
R.O.E.	10.70%	8.20%	9.50%	1.80%
Net profit (loss) for the period/Gross Income (290/120)	22.01%	18.38%	21.40%	3.59%
Net Interest Income/Gross Income (30/120)	38.12%	32.62%	26.51%	32.09%
Share Capital/Loans (180/70)	13.03%	12.27%	11.58%	5.32%
NPLs/Loans	1.85%	1.69%	1.18%	0.48%
Credits overdue/clients allocations	1.46%	1.38%	1.13%	0.46%

* recalculated data on a homogeneous basis in order to include the variations of the IAS 19 compared to the IAS 12 with reference to the offset, to the draft balance sheets, of the deferred assets and liabilities

On 12 July 2016 the Shareholder's meeting of Iccrea Holding S.p.A. has approved the project of merger

through incorporation of the subsidiary Iccrea Banca S.p.A..

On the same day, the Shareholders of Iccrea Banca S.p.A. have approved the same project of merger through the incorporation by the holding Iccrea Holding S.p.A..

Both shareholders have approved the the By-laws which will enter into effect once the merger will effectively take place, probably in the next month of October.

Following the merger, Iccrea Banca S.p.A. shall become the holding company of the Iccrea Banking Group (*Gruppo Bancario Iccrea*), with a share capital of Euro 1,151,045,403.55 .

THE ACCOUNT BANK AND THE ITALIAN PAYING AGENT

Citibank, N.A., **Milan Branch**, a bank incorporated under the laws of United States of America, having its registered office at 701 East 60th Street North, Sioux Falls, South Dakota, U.S.A., acting through its Milan branch, enrolment in the companies' register of Milan number 600769, registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under number 4630, having its registered office at Via dei Mercanti 12, 20121 Milan, Italy, acting as account bank and paying agent pursuant to the Agency and Accounts Agreement

THE PRINCIPAL PAYING AGENT AND THE AGENT BANK

CITIBANK N.A., LONDON BRANCH, a bank incorporated under the laws of United States of America, acting through its London branch, registered in the United Kingdom under number BR001018, having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom,

THE REPRESENTATIVE OF THE NOTEHOLDERS AND THE COMPUTATION AGENT

Accounting Partners S.r.l. ("**Accounting Partners**"), a limited liability company (*società a responsabilità limitata*) incorporated and organised under the laws of the Republic of Italy, having its registered office at Corso Re Umberto 8, Turin (Italy), acting through its operating office at Via Statuto 10, 20121, Milan with a share capital of Euro 10,000.00 fully paid up, fiscal code and enrolment with the companies register of Turin under number 09180200017, in its capacities as representative of the noteholders pursuant to the Intercreditor Agreement and the Rules of the Organisation of the Noteholders and as Computation Agent pursuant to the Agency and Accounts Agreement.

THE CORPORATE SERVICES PROVIDER

F2A S.r.l., a limited liability company, organised under the laws of the Republic of Italy, having its registered office at Via della Moscova, 3, 20121, Milan, Italy, acting through its operating office at Via Barberini, 47, 00187 Rome, Italy, quota capital of € 10,000.00, registered with the companies register of Milan at number 08050380966, fiscal code and VAT no. 08050380966, in its capacity as corporate services provider in respect of the Notes

REGULATORY DISCLOSURE

On 16 April 2013, the European Parliament adopted the Regulation (EU) No. 575/2013 (the ("**Capital Requirements Regulation**"), which was published in the Official Journal on 27 June 2013 and entered into force on 1 January 2014, which has confirmed that the Originator shall be required to retain at least 5.00 per cent of the net economic interest in the Securitisation.

In the Class A Notes and Class B Notes Subscription Agreement, Iccrea BancaImpresa S.p.A., in its capacity as Originator, has undertaken with the Class A Notes Underwriters and with the Class B Notes Underwriter, the Arranger and the Representative of the Noteholders to (i) retain a material net economic interest of not less than 5.00 per cent. of the nominal value of the Securitisation in accordance with Article 405 of the Capital Requirements Regulation and article 51 of the "**AIFM Regulation**" and (ii) provide on a timely basis all information to Noteholders that is required to enable Noteholders to comply with articles 405 to 409 (included) of the Capital Requirements Regulation.

Furthermore the Originator has undertaken to ensure that prospective investors have readily available access to: (i) all materially relevant data on the credit quality and performance of the individual underlying exposures, cash flows and collateral supporting the underlying exposures as well as such other information as is (in each case) necessary to conduct comprehensive and well informed stress tests on the cash flows and collateral values supporting the underlying exposures, and (ii) all information necessary to fulfil their monitoring and due diligence duties in accordance with article 405 (d) of the Capital Requirements Regulation, as implemented from time to time.

In addition to the above, the Originator has undertaken to: (i) notify the Issuer and the Representative of the Noteholders of any charge, costs and expenses incurred by reason of compliance with the disclosure and ongoing monitoring duties, obligationa and activies provided by articles of the Capital Requirements Regulation, Part II, Chapter 6, Section IV of Instructions; (ii) notify to the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger and the Representative of the Noteholders any change to the manner in which the net economic interest set out above is held; and (iii) comply with the disclosure obligations imposed on sponsor and originator credit institutions under the Bank of Italy's Circular n. 285 of 17 December 2013 ("Supervisory Provisions for Banks") as amended from time to time.

Following the Issue Date:

(i) with reference to any further information, required by Article 405 of the Capital Requirements Regulations and Article 51 of the AIFM Regulation, as implemented from time to time, will be available on the Originator's web site on: www.iccreabancaimpresa.it.

(ii) with reference to loan-by-loan information regarding each Lease Contract included in the Portfolio, will be made available, upon request to the Originator, by the Computation Agent, based on the information provided by the Originator to the Computation Agent; and

(iii) with reference to any further information which from time to time may be deemed necessary under articles 405-409 of the Capital Requirements Regulation and chapter 3, section 5 of the AIFM Regulation, and the domestic implementing regulations to which the Noteholders are subject, in accordance with the market practice and not covered under points (i) and (ii) above, is generally made available to the Noteholders and prospective investors by the Originator.

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 Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

(a) Citibank, N.A., Milan Branch, as the Account Bank and the Italian Paying Agent for the purpose of, *inter alia*, establishing and maintaining the Transaction Account, the Debt Service Reserve Account and the Payments Account, providing certain services in connection with account handling and reporting requirements in relation to the money and securities, as applicable, from time to time standing to the credit of those three Accounts and, as Italian paying agent for the purpose of providing support to the Principal Paying Agent;

(b) Citibank, N.A., London Branch, as Agent Bank and as Principal Paying Agent for the purposes of, *inter alia*, determine the rate of interest payable in respect of the Notes, as agent bank and to make payment of interest and repayment of principal, with the support of the Italian Paying Agent, in respect of the Notes;

(c) Accounting Partners S.r.l., as the Computation Agent for the purpose of, *inter alia*, providing the Issuer with certain calculation, notification and reporting services in relation to the Portfolio and to the Notes; and

(d) Iccrea Banca S.p.A., as the Expenses Account Bank for the purpose of, *inter alia*, establishing and maintaining the Expenses Account, providing certain services in connection with account handling and reporting rquirements in relation to the money from time to time standing to the credit of the Expenses Account.

Duties of the Account Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Account Bank the Transaction Account, the Debt Service Reserve Account and the Payments Account.

The Transaction Account, the Debt Service Reserve Account and the Payments Account will be operated by the Computation Agent and the amounts standing to the credit thereof will be debited and credited by the Computation Agent, on behalf of the Issuer, in accordance with the instructions of the Issuer or of the Representative of the Noteholders, as the case may be, or in accordance with the Agency and Accounts Agreement, the Conditions and the other Transaction Documents.

For a description of the operation of the Accounts and the cash flows through the Accounts, see "*Credit Structure – Cash flow through the Accounts*" and "*The Issuer's bank accounts*", above.

In performing its obligations, the Account 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, should the Issuer resolve to invest in Eligible Investments, the Issuer will open the Securities Account with an Eligible Institution and such account will always be held by an Eligible Institution.

Following receipt of a duly completed investment instruction from Iccrea BancaImpresa,

(a) the Computation Agent shall instruct the Account Bank to withdraw:

(i) the balance of the Debt Service Reserve Account to be invested in Eligible Investments on the Business Day immediately following each Payment Date;

(ii) the balance of the Transaction Account to be invested in Eligible Investments on a monthly basis on the last Business Day of each month,

(each such date, an "**Investment Date**") and the Account Bank will comply with the above-mentioned instructions; and

(b) the Computation Agent shall, in the name and on behalf of the Issuer:

(i) execute the investment instruction for the purchase of the relevant Eligible Investments in the name and on behalf of the Issuer by using the funds set out in paragraph (a) above; and

(ii) credit or deposit, as applicable, the Eligible Investments thus purchased for the account of the Issuer to the Securities Account,

provided however that none of the Computation Agent or the Account Bank will incur any liability under this Agreement in relation to the performance of such Eligible Investments, including (but not limited to) the maintenance of their ratings throughout the investment period, the solvency of the relevant obligors and the proceeds arising from their liquidation, nor have any obligation to monitor the performance of such Eligible Investments.

If the Issuer resolves to invest in Eligible Investments and to open the Securities Account, the Issuer will enter into appropriate documentation. As a result, the Agency and Accounts Agreement may be subject to amendment and revision.

Duties of the Agent Bank

On each Interest Determination Date, the Agent Bank will, in accordance with Condition 6 (*Interest*) determine the Euribor and the Rate of Interest applicable to the following Interest Period, as well as the Interest Amount and the Payment Date in respect of such Interest Period, all subject to and in accordance with the Conditions. On or as soon as practicable after the determination of each Rate of Interest and the applicable Euribor, Interest Amount and Payment Date, the Agent Bank will give notice of such Rate of Interest and the applicable Euribor, Interest Amount and Payment Date by facsimile and/or e-mail to the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arranger, the Computation Agent, the Paying Agents, the Servicer and, with exclusive regard to the Rated Notes, the Irish 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 Statement of the Debt Service Reserve Account and of the Transaction Account prepared by the Account Bank on the Reporting Dates;

(b) the Statement of the Payments Account prepared by the Account Bank on the Reporting Dates;

(c) the Statement of the Expenses Account prepared by the Expenses Account Bank on the Reporting Dates;

(d) the Servicer Reports and the Monthly Servicer Report prepared by the Servicer on the Reporting Dates;

(e) the determinations received from the Agent Bank concerning the Rate of Interest, Interest Amount and Payment Date; and

(f) the instructions and determinations of the Issuer, Monte Titoli and the Corporate Services Provider,

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 Determination Date:

(a) the Issuer Interest Available Funds;

(b) the Issuer Principal Available Funds;

(c) the Issuer Available Funds;

(d) the Principal Payments (if any) due on the Notes of each Class on the next following Payment Date;

(e) the Principal Amount Outstanding of each Class of Notes on the next following Payment Date;

(f) the Principal Amount Outstanding of the Notes of all Classes on the next following Payment Date;

(g) the interest payable (if any) in respect of the Notes of each Class on the next following Payment Date;

(h) the Principal Deficiency Ledger Amount as at such Determination Date;

(i) the Principal Deficiency Ledger Amount to be provisioned for on the immediately following Payment Date;

(j) the debit balance that will be outstanding in respect of the Principal Deficiency Ledger on the next Payment Date;

(k) the shortfall(s), if any, on the payments payable under items (i) to (v) of the Pre-Enforcement Interest Priority of Payments and how funds standing to the credit of the Debt Service Reserve Account are to be used to augment the Issuer Interest Available Funds;

(l) the amount equal to the portion of Issuer Principal Available Funds utilised under item (i) of the Pre-Enforcement Principal Priority of Payments on the preceding Payment Date or, to the extent that such amounts have not already been credited to or retained in the Transaction Account, on any preceding Payment Date;

(m) the Interest Amount Arrears, if any, that will arise in respect of each Class of Notes on the immediately following Payment Date;

(n) the amount to be credited to the Debt Service Reserve Account in accordance with the Pre-Enforcement Interest Priority of Payments;

(o) the amount to be credited to the Payments Account in accordance with the Pre-Enforcement Interest Priority of Payments;

(p) the amount to be credited to the Expenses Account in accordance with the Pre-Enforcement Interest Priority of Payments;

(q) the Junior Notes Additional Remuneration (if any);

(r) the Junior Notes Remuneration (if any);

(s) the Debt Service Reserve Amount;

(t) the Debt Service Reserve Excess (if any); and

(u) the payments (if any) to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Document,

and will determine how the Issuer's funds available for distribution pursuant to this Agreement shall be applied, on the immediately following Payment Date, pursuant to the Pre-Enforcement Interest Priority of Payments and the Pre-Enforcement Principal Priority of Payments, and will deliver the Payments Report by electronic means and/or fax to, *inter alia*, the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arranger, the Class A Notes Underwriters, the Class B Notes Underwriter, the Paying Agents, the EIF, the Servicer and the Rating Agencies and, with exclusive regard to the Class A Notes and to the Class B Notes, the Irish Stock Exchange if required by the rules of the Irish Stock Exchange, by no later than 6.00 p.m. (London time) on each Determination Date. Following distribution of the Payments Report, the Computation Agent will promptly prepare an instruction for the payment of the amounts detailed in the relevant Payments Report to be submitted to the

Issuer for authorisation purposes and to be forwarded, through the SFTS, to the Account Bank by no later than 12.00 p.m. - noon (CET) 2 (two) Business Days prior to the relevant Payment Date once signed by the Issuer.

In addition, the Computation Agent will prepare and deliver by no later than 5 (five) Business Days following each Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) tto the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arranger, the Class A Notes Underwriters, the Class B Notes Underwriter, the EIF, the Paying Agents, the Servicer and the Rating Agencies and, with exclusive regard to the Rated Notes, the Irish Stock Exchange if required by the rules of the Irish Stock Exchange, a report containing details of, *inter alia*, the Receivables, amounts received by the Issuer from any source during the preceding Settlement Period and amounts paid by the Issuer during such Settlement Period as well as on the immediately preceding Payment Date (the "**Investor Report**"). Furthermore, the Computation Agent will deliver the Investor Report on the same date to Bloomberg®. The first Investor Report will be available by no later than 5 (five) Business Days following the Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) falling in December 2016. The Computation Agent is authorised to publish the Investor Report on its web site, currently being: www.accountingpartners.it.

Duties of the Paying Agents

Subject to proper delivery of the Payments Report, the Principal Paying Agent, with the support of the Italian Paying Agent, shall act as paying agent of the Issuer in respect of the Notes and pay or cause to be paid on behalf of the Issuer, on and after each date on which any payment becomes due and payable in respect of the Notes, the amounts of principal and/or interest then payable in respect of the Notes under the Conditions and the Agency and Accounts Agreemen. The Italian Paying Agent will make available for inspection during normal business hours at its Specified Office such documents as may from time to time be required by any applicable laws and, upon reasonable request, will allow copies of such documents to be taken.

The Principal Paying Agent will also keep a record of all Notes and of their redemption, purchase, cancellation and repayment and will make such records available for inspection during normal business hours by the Issuer, the Representative of the Noteholders and the Computation Agent.

In performing their obligations, the Paying Agents 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 its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

Termination provisions

If the Account Bank ceases to be an Eligible Institution,

(a) the Account Bank undertakes to the Representative of the Noteholders, and the Issuer acknowledges, that it will notify the Representative of the Noteholders, the Issuer and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is (i) a depository institution or a branch of a depository institution acting through an office or branch located in Italy and (ii) an Eligible Institution willing to act as successor Account Bank hereunder; and

(b) the Issuer undertakes to the Representative of the Noteholders, and the Account Bank acknowledges, that it will, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs:

(i) appoint that bank specified above as successor Account Bank (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 Account Bank, shall agree to become bound by the provisions of this Agreement, the Intercreditor Agreement and of any other agreement providing for, *mutatis mutandis*, the same obligations contained in this Agreement for the Account Bank;

(ii) open a replacement Transaction Account, a replacement Debt Service Reserve Account and a replacement Payments Account with the successor Account Bank specified in (i) above;

(iii) transfer the funds standing to the credit of, or deposited with, respectively, the Transaction Account, the Debt Service Reserve Account and the Payments Account to the credit of the relevant replacement accounts set out above;

(iv) close the Transaction Account, the Debt Service Reserve Account and the Payments Account once the steps under (i), (ii) and (iii) are completed; and

(v) terminate the appointment of the Account 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 transfer of all files, documents and any funds to the successor Account Bank (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Account Bank) under (a) above shall be borne by the outgoing Account Bank.

If the Principal Paying Agent ceases to be an Eligible Institution,

(a) the Principal Paying Agent undertakes to the Representative of the Noteholders, and the Issuer acknowledges, that it will notify the Representative of the Noteholders, the Issuer and the Rating Agencies thereof and use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is an Eligible Institution willing to act as successor Principal Paying Agent hereunder; and

(b) the Issuer undertakes to the Representative of the Noteholders, and the Principal Paying Agent acknowledges, that it will, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs:

(i) appoint that bank specified above as successor Principal Paying Agent (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 Principal Paying Agent, shall agree to become bound by the provisions of this Agreement, the Intercreditor Agreement and of any other agreement providing for, *mutatis mutandis*, the same obligations contained in this Agreement for the Principal Paying Agent;

(ii) terminate the appointment of the Principal Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i) are completed

provided that the administrative costs incurred with respect to the transfer of all files, documents and any funds to the successor Principal Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Principal Paying Agent) under (a) above shall be borne by the outgoing Principal Paying Agent.

General provisions

The Principal Paying Agent, the Italian Paying Agent, the Agent Bank, the Expenses Account Bank, the Computation Agent and the Account 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 and employees against all losses and/or liabilities and documented 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 under the Agency and Accounts Agreement,

except as may result from its wilful misconduct (*dolo*) or gross negligence (*colpa grave*), or that of its directors, officers or employees or any of them, or breach by it of the terms of the Agency and Accounts Agreement.

In return for the services so provided, the Agents will receive commissions in respect of the services of such Agents agreed on or about the Signing Date between the Issuer and the Agents, payable by the Issuer in accordance with the Priority of Payments, except that certain fees may be paid up-front on or around the Issue Date.

The appointment of any Agent may be terminated by the Issuer (with the prior written approval of the Representative of the Noteholders) upon 45 days' written notice or upon the occurrence of certain events of default or insolvency or of similar events occurring in relation to such Agent.

If any of the Agents will resign or be removed, the Issuer will promptly and in any event within 30 (thirty) days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to appoint a successor within such period, the resigningAgent 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.

Should the Computation Agent fail to deliver, in due time, the Payment Report or any other reports, then the Servicer will use its effort to collect the necessary information and to prepare the missing report or cause the missing report to be prepared within the Business Day immediately after the date on which the missing report was due. The action of the Computation Agent will be taken by the Servicer if, within 10 days from the date the missing report was due, the Representative of the Noteholders failed to fulfill its duty to remove the Computation Agent. Notices of resignation, substitution of any Agent shall be given to the Rating Agencies.

The Agency and Accounts Agreement is governed by Italian law.

THE TRANSFER AGREEMENT

The description of the Transfer Agreement set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Transfer Agreement. Prospective Noteholders may inspect a copy of the Transfer Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agents.

Introduction

On 20 July 2016 the Originator and the Issuer entered into the Transfer Agreement pursuant to which the Originator may assign and transfer without recourse (*pro soluto*), from time to time and in accordance with the provisions of the Transfer Agreement, all of its right, title and interest of the Originator, arising out of Receivables meeting certain objective criteria set out thereunder (the "**Eligibility Criteria**").

Receivables

Pursuant to the Transfer Agreement, on 20 July 2016 the Originator has assigned and transferred without recourse (*pro soluto*) to the Issuer, and the Issuer has acquired, pursuant to articles 1 and 4 of the Securitisation Law, all its rights, title and interest arising out of the Initial Portfolio.

Pursuant to the Transfer Agreement, the Originator may, during the Revolving Period, on a quarterly basis, sell to the Issuer, and the Issuer shall, subject to the satisfaction of certain conditions set forth therein, purchase from the Originator, further Subsequent Portfolios, on the terms and conditions set forth in the Transfer Agreement.

The Receivables include the right to receive the monies deriving from the Lease Contracts or from the relevant Assets and, in particular:

(i) all amounts in respect of Instalments which will fall due on or before December 2035, as resulting from the Adjustments, and any other monies whatsoever from time to time payable by the Lessees under a Lease Contract, including prepayments;

(ii) ancillary rights relating to interest including any amounts of default interest;

(iii) any penalty payments and indemnities;

(iv) (A) all proceeds recovered at any time in respect of any insurance contract of the Assets, or part of them, of which Iccrea BancaImpresa is the beneficiary; (B) all the amounts received in respect of any guarantee related to the Lease Contracts of which Iccrea BancaImpresa is the beneficiary;

(v) in case of termination of the Lease Contracts, in addition to the amounts of point (iii) above, the receivables deriving from the sale by any means whatsoever, re-lease or exploitation of the Asset, net of expenses and operating costs of the real assets and of the relevant sales, re-leases of exploitations, in any case up to - and to the extent recovered - an amount equal to the sum of (x) the credit due (including any interest on delayed payment) but not paid to the Lessee as at the date of termination of the relevant Lease Contract, (y) the sum that in the Lease Contract is due in the event of termination or, in the event of any bankruptcy of the Lessee, the principal amount of the Instalments that would have been due after the date of termination, and (z) any amount that may be due by the Issuer pursuant to article 1526 of the Italian civil code, if applicable, referred to the transferred Instalments,

but excluding the VAT and the Residual of each Lease Contract.

"**Adjustment**" means, in relation to each Receivable, the amount becoming due following the adjustment of the relevant parameter from time to time applicable to the Instalments and determined in accordance with the relevant Lease Contract.

"**Asset**" means any real property, any registered movable property or any unregistered movable property for which the leases are taken.

"**Residual**" means the payment payable at the end of the contractual term under any Lease Contract if the Lessee were to exercise its option to purchase the Asset.

Purchase price

The purchase price for the Initial Portfolio and for each Subsequent Portfolio shall be equal to the aggregate of the Individual Purchase Prices of the Receivables comprised in the Initial Portfolio or Subsequent Portfolio, as the case may be, less (i) in the case of the Initial Portfolio, an amount of Euro 137,800.00 or (ii) in the case of each Subsequent Portfolio, an amount of Euro 10,000.

The purchase price for the Initial Portfolio shall be payable upon fulfilment of the relevant conditions precedent using part of the net proceeds of the issue of the Notes.

The purchase price for the Subsequent Portfolio shall be payable upon fulfilment of the relevant conditions using part of the Collections.

"**Individual Purchase Price**" means, in respect of any Receivable, the Outstanding Principal of such Receivable as at the date of transfer thereof to the Issuer pursuant to the Transfer Agreement.

Eligibility Criteria

The Originator may sell to the Issuer and the Issuer will purchase from the Originator on or about the Issue Date, with respect to the Initial Portfolio, and on each further Payment Date, with respect to any Subsequent Portfolio, only Receivables which meet the Eligibility Criteria as at, respectively, the Valuation Date (in respect to the Initial Portfolio) and the relevant subsequent valuation date (in respect to the relevant Subsequent Portfolio). The Eligibility Criteria are as follows:

(A) Eligibility Criteria for the Initial Portfolio and each Subsequent Portfolio

The following criteria shall apply to the Initial Portfolio and each of the Subsequent Portfolios:

(a) the Receivables are denominated in Euro;

(b) the related Lease Contracts have been entered into by Iccrea BancaImpresa S.p.A. as sole lessor;

(c) the related Lease Contracts are governed by Italian law;

(d) the related Lease Contracts have been entered into with Lessees residing or having their register office in Italy.

(e) the related Lease Contracts have not been entered into with (i) any employee of Iccrea BancaImpresa S.p.A. or of any company belonging to the "Gruppo Bancario ICCREA" or (ii) any company belonging to the "Gruppo Bancario ICCREA" or (iii) with any religious entities (*enti di culto o ecclesiastici*) as Lessee or (iv) consumers, being pursuant to article 121, first paragraph, letter (b) of the Banking Act, those individuals acting outside the scope of his/her entrepreneurial, commercial, craft or professional activities;

(f) the related Lease Contracts have not been entered into with any Italian public administration or any company linked directly or indirectly to any Italian public administration as Lessee;

(g) the underlying assets of the related Lease Contracts are either:

(i) registered movable property (other than aircraft or boats) registered in Italy, or

(ii) equipment or machinery; or

(iii) real estate property located in Italy with exclusion of residential real estate properties;

(h) the related Lease Contracts have not been subject to any request of renegotiation, amendment of the relative terms and conditions of any kind or early termination made by the relevant Lessees;

(i) the related Assets have been delivered to the relevant Lessees;

(j) the related Lease Contracts have not any Instalment fallen due and not paid, in whole or in part, for at least 25 days from the relevant due date;

(k) the related Lease Contracts have at least one Instalment fallen due and fully paid (and the definition of "Instalment" used in this criterion will not comprise any amount advanced by the relevant Lessee at the time of signing of the relevant Lease Contract) and at least one Instalment which is not due yet;

(l) the related Lease Contracts are subject to one of the following interest rates:

(i) a floating interest rate linked to 3 months Euribor plus a positive margin; or

(ii) a floating interest rate linked to Euribor 6 months plus a positive margin; or

(iii) a fixed interest rate;

(m) the related Lease Contracts are "Net Leases" (leases under which the relevant lessee, after the execution of the contract, is obliged to make the relevant payments in any case, regardless of whether the underlying asset does not operate properly, is destroyed, lost or stolen or cannot be used for reasons known or unknown or is not available to the Lessee);

(n) the related Lease Contracts provide that the Assets have to be insured with an insurance company;

(o) the related Lease Contracts do not provide for one or more Instalments having a negative principal component as set out in the relevant scheduled amortisation profile;

(p) the related Lease Contracts have an Outstanding Amount which is not higher than the original disbursed amount;

(q) the related Lease Contracts are not classified as bad debt ("*sofferenze*"); past due ("*scadute*") or unlikely to pay ("*inadempienze probabili*") pursuant to the relevant administrative acts issued by the Bank of Italy;

(r) the related Lease Contracts are not secured by ICCREA Banca S.p.A.;

(s) the related Lease Contracts have not been disbursed by means of the amounts provided for by the Cassa Depositi e Prestiti S.p.A. in accordance with the following arrangements set

out in the same Lease Contract: "*Convenzione CDP - ABI*" entered into on 28 May 2009, "*Convenzione CDP - ABI*" entered into on 17 February 2010; "*Convenzione CDP - ABI*" entered into on 17 December 2010; "*Convenzione CDP - ABI*" entered into on 1 March 2012 and "*Convenzione CDP - ABI*" entered into on 5 August 2014 as successively amended;

(t) the related Lease Contract have not been entered into with Lessees who, in relation to those Lease Contracts, have obtained the "payment holiday scheme" in accordance with the agreement ("*avviso comune per la sospensione dei debiti delle piccole e medie imprese verso il sistema creditizio*") entered into between ABI (*Associazione Bancaria Italiana* – Italian banking association) and the other associations belonging to the banks-enterprises convention (*osservatorio banche-imprese*), or pursuant to other agreements between ABI and the other associations belonging to the banks-enterprises convention which consent the Lessees to take benefit from the "payment holiday scheme";

(u) the related Lease Contracts have not, since their effective date, more than two Instalments fallen due and not paid, in whole or in part, for at least 25 days from the relevant due date;

(v) the related Lease Contracts have the effective date later than 1 May1997 included;

(w) the related Lease Contracts have a disbursed amount comprised between Euro 5,806.42 and Euro 309,354.25 with respect to Assets which are cars;

(x) the related Lease Contracts have a disbursed amount comprised between Euro 32,504.66 and Euro 8,029,770.85 with respect to Assets which are real estate properties;

(y) the related Lease Contracts have a disbursed amount comprised between Euro 4,410.00 and Euro 9.707.885,94 with respect to Assets which are equipment or machinery;

(z) the related Lease Contracts have a disbursed amount comprised between Euro 7,664.00 and Euro 1,016,500.00 with respect to Assets which are industrial vehicles (*veicoli industriali*);

(aa) the related Lease Contracts have an outstanding amount eligible to be transferred lower than Euro 7,500,000.00;

(bb) the related Lease Contracts have an outstanding amount eligible to be transferred lower than Euro 7,500,000.00 with respect to the aggregate amount relating to each Lessee;

(cc) the related Lease Contracts do not benefit of any subsidy (*agevolazione*) or benefit (*contributo*) other than the following subsidies set out in the following regulations:

(i) law No. 240 of 21 May 1981- *Artigiancassa*;

(ii) legislative decree No. 387 of 29 December 2003 and legislative decree No. 28 of 3 March 2011 – *Conto Energia*;

(iii) law of the Region Emilia Romagna No. 3 of 21 April 1999 – *Regione Emilia Romagna Nuovi Interventi a sostegno dell'Artigianato*;

(iv) law of the Region Lombardia No. 1 of 2 February 2007 – *Regione Lombardia Misura B Agevolazione per le Imprese Artigiane*;

(v) law issued by *Provincia Autonoma di Trento* No. 6 of 13 December 1999;

provided that, with respect to the subsidies (*agevolazioni*) set out in paragraphs (i), (iii) and (iv) this criterion will be met to the extent that the above-mentioned subsidies (*agevolazioni*) have been disbursed in full by the competent authority to the relevant Lessee;

(dd) the related Lease Contracts have AS9.00 as "identification code". The "identification code" is evidenced by the related invoices, issued later than 4 July 2016. For the purposes of this criterion, the "identification code" is determined based on internal procedures and with an automatic mode by Iccrea BancaImpresa S.p.A. information system for the purpose of assuring the compliance with the requirements underlined in the Transfer Agreement. The Lessee is informed through the indication of the identification code on the invoices pertaining to the relevant Lease Contracts;

(ee) The Initial Portfolio does not comprise the related Lease Contracts whose Lessees are parties to hedging agreements with Iccrea BancaImpresa S.p.A. which, as at 4 July 2016, have an aggregate positive mark-to-market value for the same Lessees. For the purpose of the estimation of the correspondence of the Lease Contract to the present criterion, each Lessee may, whereas it has not this information yet, be aware of the aggregate value of the mark-to-market of the hedging agreements with Iccrea BancaImpresa S.p.A. by addressing an appropriate request to IBI-MiddleOfficeDerivati@iccreabi.bcc.it.

(B) Additional criteria applicable to the Initial Portfolio

In addition to the general criteria listed above at paragraph (A), the Receivables relating to the Initial Portfolio shall conform to the following criteria (to be considered jointly except where it is excluded):

a) the related Lease Contracts have been entered into by Lessees which are not banking institutions;

b) the related Lease Contracts have the effective date not later than 1 March 2016 included;

c) the related Lease Contracts have no Instalments due later than 1 September 2035 (included), in accordance with the relevant Lease Contracts;

d) the related Lease Contracts where the Lessees belong to categories identified with the ATECO code starting for 68.1 and 68.2, have an outstanding amount, eligible to be transferred, lower than Euro 1,000,000.00;

e) the related Lease Contracts, providing for the application of a fixed rate, have an outstanding amount eligible to be transferred lower than Euro 1,000,000.00;

f) the related Lease Contracts provide that each Instalment due shall be paid on a monthly basis and by direct debit (*metodo* SDD) on the first day of the relevant month.

(C) Additional criteria applicable to the Subsequent Portfolios

In addition to the general criteria listed above at paragraph (A), the Receivables relating to each Subsequent Portfolio shall present the further criteria (to be considered jointly except where it is excluded):

(a) the related Lease Contracts provide that each Instalment due thereunder shall be paid on a monthly quarterly basis and by direct debit (*metodo SDD*) on the first day of the relevant month or of the relevant quarter;

(b) the related Lease Contracts have an effective date later than [--] (included) and the last Instalment is due between [--] (included) and [--] (included), in accordance with the

relevant Lease Contracts. For the purposes of the present criterion, only the Receivables arising from instalments which are due in a date equal or preceding (i) 16 years since the transfer date, for Lease Contracts related to real estate properties, and (ii) 10 years since the transfer date, for Lease Contracts related to assets which differ from real estate properties, in accordance with the relevant Lease Contracts, are included in the transfer transaction; (this point (b) applies to partial transfers only)

(c) the related Lease Contracts do not have the benefit of any subsidy (*agevolazione*) or benefit (*contributo*) other than the following subsidies set out in the following regulations:

(i) law of the Region Lombardia No. 1 of 2 February 2007 – *Regione Lombardia Misura B Agevolazione per le Imprese Artigiane*;

(ii) law of the Region Valle d'Aosta No. 7 of 16 March 2006 – *FinAosta*;

(iii) law of the Region Veneto No. 5 of 09 February 2001 – *Fondo Rotazione*;

(iv) law issued by *Provincia Autonoma di Bolzano* No. 11 of 19 April 1983;

(v) law so-called "*Sabatini*" No. 1329 of 28 November 1965;

(vi) law so-called "*Sabatini ter*" No. 33 of 2015 (*legge Sabatini ter*), excluding the one affecting the funding of Cassa Depositi e Prestiti S.p.A.;

(d) provided that (A) with respect to the subsidies (*agevolazioni*) set out in paragraph (v), this criterion will be met to the extent that the above-mentioned subsidies (*agevolazioni*) have been disbursed in full by Iccrea BancaImpresa S.p.A. to the relevant Lessee and (B) with respect to the subsidies (*agevolazioni*) set out in paragraphs (i), in such case, limited to subsidies (*agevolazioni*) provided by means of a disbursement, (ii) and (iii), this criterion will be met to the extent that, as at the relevant transfer date, the Instalments already received the benefits deriving from the above-mentioned subsidies.

(e) the related Lease Contracts have at least [°°°°°°°°] due Instalments;

(f) the related Lease Contracts have an outstanding amount which is eligible to be transferred lower than Euro [°°°°°°°°] with respect to the aggregate amount relating to each Lessee;

(g) the related Lease Contracts have a disbursed amount comprised between Euro [°°°°°°°°] and Euro [°°°°°°°°] with respect to Assets which are cars;

(h) the related Lease Contracts have a disbursed amount comprised between Euro [°°°°°°°°] and Euro [°°°°°°°°] with respect to Assets which are real estate properties;

(i) the related Lease Contracts have a disbursed amount comprised between Euro [°°°°°°°°] and Euro [°°°°°°°°] with respect to Assets which are equipment or machinery;

(j) the related Lease Contracts have a disbursed amount comprised between Euro [°°°°°°°°] and Euro [°°°°°°°°] with respect to Assets which are industrial vehicles (*veicoli industriali*); and

(k) the related Lease Contracts have AS9.[•] as "identification code". The "identification code" is evidenced by the related invoices, issued later than [Subsequent Valutation Date]. For the purposes of this criterion, the "identification code" is determined based on internal procedures and with an automatic mode by Iccrea BancaImpresa S.p.A. information system

for the purpose of assuring the compliance with the requirements underlined in the Transfer Agreement. The Lessee is informed through the indication of the identification code on the invoices pertaining to the relevant Lease Contracts;

(l) the related Lease Contracts have a "SAE Code" different from "501" and a "RAE Code" different from "0".

The Subsequent Portfolio does not comprise the related Lease Contracts whereby the Lessees are also parties to hedging agreements with Iccrea BancaImpresa S.p.A. which, as at (Subsequent Valuation Date), have an aggregate positive mark-to-market value for the same Lessees. For the purpose of the estimation of the correspondence of the Lease Contract to the present criterion, each Lessee may, whereas it has not this information yet, be aware of the aggregate value of the mark-to-market of the hedging agreements with Iccrea BancaImpresa S.p.A. by addressing an appropriate request to IBI-MiddleOfficeDerivati@iccreabi.bcc.it.

Partial transfer of a Receivable

Under the Transfer Agreement, in case of Lease Contracts containing Instalments falling due after December 2035 the Originator may also sell to the Issuer Receivables comprising a portion of the Instalments payable by the relevant Lessee under the relevant Lease Contract. In this case the Issuer will be entitled to receive the Interest Components payable by the relevant Lessee under the Lease Contracts proportionally to the limit of the relevant portion of the Instalments comprised under such assigned Receivable in accordance with the terms and conditions set out thereunder.

In this respect, the Originator will determine such portion by calculating an instalment which, under an amortisation profile determined in accordance with the so-called "French method" (whereby instalments consist of (i) a principal component which increases over time according to a pre-determined schedule agreed at the date of disbursement and (ii) a variable interest component) having the same scheduled timing of the amortisation profile of the relevant Lease Contract, provides for the repayment of the Principal Component transferred to the Issuer at such interest rate set out in the relevant Lease Contract for a number of periods equal to the number of the Principal Components transferred in part. In such case, the Issuer will be entitled to receive, in addition to the portion of the Instalment transferred to the Issuer, any amount due under the relevant Lease Contract, as better detailed in the Transfer Agreement, solely in proportion to the portion of the Instalment comprised in the relevant transfer (the "**Relevant Portion**"), The Relevant Portion will be:

(a) in connection with those amounts received following the termination of the relevant Lease Contract by the Originator, the ratio between:

(i) **numerator**: the Outstanding Principal, at the time of the termination of the relevant Lease Contract, of the Instalments transferred to the Issuer (excluding VAT); and

(ii) **denominator**: the Outstanding Principal, at the time of the termination of the relevant Lease Contract, of the Instalments transferred to the Issuer, plus the sum of the Principal Components under the relevant Lease Contract which have not been transferred to the Issuer (including VAT);

(b) in connection with those amounts received in certain circumstances other than those set out above, the ratio between:

(i) **numerator**: the sum of the Principal Components transferred to the Issuer, which were due and not paid (excluding VAT); and

(ii) **denominator**: the sum of the Principal Components, whether or not transferred to the Issuer, which were due and not paid under the same Lease Contract (including VAT).

Perfection of the assignment

The assignment of the Initial Portfolio and any Subsequent Portfolio by Iccrea BancaImpresa to the Issuer was (or will be) made in accordance with article 1 and 4 of the Securitisation Law pursuant to article 58, paragraphs 2, 3 and 4 of the Banking Act. Accordingly, each such assignment will be perfected against any third party creditors upon publication in the Official Gazette of a notice of such assignment and, against the assigned debtors, upon the aforementioned Official Gazette publication as well as registration of such notice of assignment with the competent companies' register (*Registro delle Imprese*).

Notice of the assignment of the Initial Portfolio was published in the Official Gazette on 26 July 2016, with a correction published on 30 July 2016 and registered with the companies' register of Rome on 1 August 2016.

Undertakings

Under the Transfer Agreement, the Originator has undertaken, *inter alia*:

(i) not to carry out activities with respect to the Receivables which may prejudice the validity or recoverability of any Receivable or adversely affect the benefit which the Issuer may derive from the Receivables;

(ii) not to modify or cancel any term or condition of the Lease Contracts or any document to which it is a party relating to the Receivables, save in accordance with applicable laws or with the terms of the Servicing Agreement and the Transfer Agreement;

(iii) not to assign or transfer the Receivables to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Receivables.

Conditions for purchase of Subsequent Portfolios

On each Payment Date within the Offer Date, the Originator may sell to the Issuer, who will be obliged to purchase, Subsequent Portfolios if:

(a) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of the Receivables arising from fixed rate Lease Contracts comprised (i) in the Collateral Portfolio and (ii) in the relevant Subsequent Portfolio is not higher than the 5% of the Outstanding Principal of (x) the Collateral Portfolio and (y) the relevant Subsequent Portfolio;

(b) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the medium annual interest rate of the fixed rate Lease Contracts (weighted for the Outstanding Principal of each Lease Contract) from which arise the Receivables comprised in the (i) Collateral Portfolio and (ii) the relevant Subsequent Portfolio is not lower than 4%;

(c) as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio, in relation to each Pool already purchased by the

Issuer, the Pool Delinquency Ratio and the Pool Default Ratio have not been higher for two consecutive Settlement Periods than the figures set forth below opposite to the relevant Pool:

	Pool Default Ratio	**Pool Delinquency Ratio**
Pool No. 1 (industrial vehicles)	1.50%	6.50%
Pool No. 2 (machineries)	2.25%	7.63%
Pool No. 3 (real estate property)	2.30%	8.03%
Pool No. 4 (cars)	1.40%	6.50%

(d) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal related to the floating rate Lease Contracts of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio accrues interest, in relation to the quarterly period immediately following the above-mentioned Reporting Date, at a rate equal to the relevant parameter plus a weighted average margin not less than 3.00%;

(e) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal related to the floating rate Lease Contracts of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio accrues interest, in relation to the quarterly period immediately following the above-mentioned Reporting Date, at a rate equal to the relevant parameter plus a weighted average nominal margin not less than 2.40%;

(f) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables, comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio, owed by a specific Lessee is not higher than 0.80% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(g) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Pool Outstanding Principal for each Pool divided by the aggregate Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio is not higher than the following figures:

Pool No. 1 (industrial vehicles): 10%

Pool No. 2 (machineries): 35%

Pool No. 3 (real estate properties): 70%

Pool No. 4 (cars): 10%

(h) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables, comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio, and owed by the Lessees which are located in Abruzzo, Basilicata, Campania, Molise, Puglia, Sicily, Calabria and Sardinia, is not higher than 15% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(i) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio and owed by the ten (10) largest Lessees in terms of outstanding principal of their debt is not higher than 6.50% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(j) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio and owed by the twenty (20) largest Lessees in terms of outstanding principal of their debt is not higher than 12.50% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(k) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the weighted average ratio between the Residuals and the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio is not lower than 13.00%;

(l) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of the relevant suitable Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio is not higher than 10% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(m) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of the renewable energy Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio is not higher than 6% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(n) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of the

Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio related to Lease Contracts the underlying assets of which are used Assets comprised in Pool 1, 2 and 4 is not higher than 6% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(o) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of the Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio related to Lease Contracts providing for payments on a quarterly basis is not higher than 5% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(p) the Outstanding Principal of the Receivables comprised in the relevant Subsequent Portfolio and owed by the Lessees pertaining to the categories NACE 41.10, 68.10 and 68.20 is not higher than 7.50% of the Outstanding Principal of the relevant Subsequent Portfolio;

(q) the Receivables comprised in each relevant Subsequent Portfolio, if deriving from Lease Contracts falling within the Pool No. 3, do not have a residual tenor higher than 16 years from the relevant transfer date; if deriving from Lease Contracts falling within a Pool different from the No. 3, do not have a residual tenor higher than 10 years from the relevant transfer date;

(r) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables, comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio, owed by Lessees falling within the same Industry is not higher than 30% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(s) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables, comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio, owed by Lessees falling within the 3 (three) largest Industry in terms of outstanding principal of their debt is not higher than 60% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(t) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio and arising from those Lease Contracts that, following the transfer date of the relevant Subsequent Portfolio, have transferred floating amounts of Instalments, is not higher than 5 % of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(u) with respect to the relevant Subsequent Portfolio to be purchased on each Offer Date, the Outstanding Principal of those Receivables, comprised in the relevant Subsequent Portfolio and owed by Lessees falling within the rating classes from 1 to 3 is not lower than 50% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(v) with respect to the relevant Subsequent Portfolio to be purchased on each Offer Date, the Outstanding Principal of those Receivables, comprised in the relevant Subsequent Portfolio and owed by Lessees falling within the rating classes from 4 to 7 is not higher than 45% of the Outstanding Principal of the relevant Subsequent Portfolio;

(w) with respect to the relevant Subsequent Portfolio to be purchased on each Offer Date, the Outstanding Principal of those Receivables, comprised in the relevant Subsequent Portfolio and owed by Lessees falling within the rating class 8 is not higher than 5% of the Outstanding Principal of the relevant Subsequent Portfolio;

(x) with respect to the relevant Subsequent Portfolio to be purchased on each Offer Date, there are no Receivables owed by Lessees falling within the rating classes 9 and 10;

(y) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the weighted average life of the Receivables of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio is not higher than 66 months;

(z) with respect to the Portfolio already purchased (as reported in the Servicer Report prepared on the Reporting Date immediately preceding the Offer Date of the relevant Subsequent Portfolio) and the Subsequent Portfolio to be purchased on such Offer Date, the Outstanding Principal of those Receivables comprised in the Portfolio already purchased by the Issuer and the relevant Subsequent Portfolio and arising from those Lease Contracts which benefit of any subsidy (*agevolazione*) or benefit (*contributo*) pursuant to national or regional laws, is not higher than 15% of the Outstanding Principal of (i) the Collateral Portfolio and (ii) the relevant Subsequent Portfolio;

(aa) no Purchase Termination Event and no Event of Default has occurred;

(bb) the Servicer Report has been duly delivered;

Purchase Termination Events

In the event that a Purchase Termination Event occurs, the Representative of the Noteholders shall give written notice of the occurrence of the same to each the Issuer, Iccrea BancaImpresa, the Principal Paying Agent, the Italian Paying Agent, the Corporate Services Provider, the Rating Agencies, the Computation Agent, the Servicer, the Back-up Servicer, the Back-up Servicer Facilitator, the EIB and the EIF by serving a Purchase Termination Event Notice. After the service of the notice set out above or as soon as the Originator becomes aware of a Purchase Termination Event, the Originator shall refrain from selling and the Issuer shall refrain from purchasing any further Subsequent Portfolios under the Transfer Agreement.

Portfolio Call Option

Pursuant to the Transfer Agreement, the Issuer has irrevocably granted to Iccrea BancaImpresa, pursuant to Article 1331 of the Italian civil code, an option (the "**Portfolio Call Option**") to purchase (pursuant to article 58 of the Banking Act) all outstanding Receivables and owned by the Issuer on the first Payment Date following the complete amortisation of the Rated Notes and on each Payment Date thereafter. The Originator may exercise the Portfolio Call Option by sending a written notice, with a copy to DBRS and Moody's, at least 30 (thirty) days prior to the relevant Payment Date, provided that:

(a) the purchase price of the Receivables, as determined in accordance with the Transfer Agreement, shall not be lower than (i) the principal amount outstanding on the unrated Notes ***plus*** (ii) the funds necessary on that Payment Date to make all payments ranking in priority, or *pari passu*, thereto ***minus*** (iii) the funds available to the Issuer on that Payment Date;

(b) the Originator has obtained all necessary authorisations required by applicable laws and regulations for the exercise of the Portfolio Call Option, in compliance with article 58 of the Banking Act; and

(c) the Originator has delivered to the Issuer (a) a certificate of good standing, issued by the competent Chamber of Commerce (*Camera di Commercio*), declaring, amongst other things, that no insolvency proceedings are pending against the Originator and that no insolvency has taken place in the last five years; (b) a solvency certificate signed by its legal representative substantially in the form of Schedule 5 to the Transfer Agreement; and (c) a certificate issued by the bankruptcy division of the competent ordinary court, as provided for by the relevant applicable law, declaring – amongst other things - that no insolvency proceedings are pending in respect of the Originator. All such certificates shall bear the closest date possible to the repurchase of the Receivables pursuant to the Portfolio Call Option.

The repurchase price of the Receivables shall be equal to the sum of (i) the Outstanding Principal of the Receivables (other than Defaulted Receivables) as of the Reporting Date immediately preceding the Payment Date following the date of notice of exercise of the Portfolio Call Option; and (ii) the current book value (net of any adjustment) of the Defaulted Receivables as of the Reporting Date immediately preceding the Payment Date following the date of notice of exercise of the Portfolio Call Option, both amounts set out in (i) and (ii) above discounted of a percentage equal to 0.05% of their relevant amounts.

The transfer of the Receivables shall take place and the payment of the relevant purchase price must be paid by no later than one Business Day immediately preceding the Payment Date immediately following the date of the notice of exercise of the Portfolio Call Option and, in any event, giving sufficient time to let the Issuer make the payments on the unrated Notes due at the relevant Payment Date; it being understood that the possessory title of the Receivables shall be considered transferred to the Originator only after the Issuer has received the relevant payment. The transfer of the Receivables will take place in “as is, where is” condition, without any guarantee of the Issuer.

The Issuer undertakes to use the sums paid by the Originator for the repurchase of the Receivables for the early redemption of the unrated Notes in accordance with the Conditions.

Governing law and Jurisdiction

The Transfer Agreement and any non-contractual obligation arising out of, or in connection with, it are governed by and will be construed in accordance with Italian law.

Any disputes arising from the interpretation, performance and termination of the Transfer Agreement, or any other aspect in connection with it will be submitted to the exclusive jurisdiction of the Courts of Rome.

THE SERVICING AGREEMENT

The description of the Servicing 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 Servicing Agreement. Prospective Noteholders may inspect a copy of the Servicing Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent.

Introduction

Pursuant to the Servicing Agreement, the Issuer has appointed Iccrea BancaImpresa as Servicer of the Receivables. The Servicer is responsible for servicing, collecting and administering the Receivables and the related Lease Contracts. Iccrea BancaImpresa as Servicer will apply to the Receivables the same procedures it uses for its own assets in its credit and collection policies.

The Servicer will also act as the *soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento* in relation to the Securitisation pursuant to the Securitisation Law. Within the limits of article 2, paragraph 6-*bis*, of the Securitisation Law, the Servicer is responsible for ensuring that the transactions to be carried out pursuant to article 2, paragraph 3, letter c, of the Securitisation Law in connection with the Securitisation comply with applicable laws.

Administration of payments

The Servicer shall collect the Receivables on behalf of the Issuer and, unless otherwise provided in the Servicing Agreement, shall transfer any such Collections into the Transaction Account no later than the Business Day immediately succeeding the date on which the Servicer has received such amounts.

Undertakings

Under the Servicing Agreement, the Servicer has undertaken, *inter alia*:

(i) to provide a monthly detailed report with respect to each monthly collection period on the Collections, the Instalments and the other amounts due under the Receivables which have not been paid by the Lessees on the due date provided for by the Lease Contracts and prepayments and to deliver the same to the Issuer and the Computation Agent;

(ii) to compile a quarterly detailed report (the "**Servicer Report**") with respect to each Settlement Period on the Receivables, Collections, Principal Losses, delinquencies, defaults, cash flows, and, *inter alia* any changes made to the Lease Contracts which have occurred, in such period, on the 25th day of February, May, August and November of each year (each, a "**Reporting Date**") and to deliver the same to, *inter alia*, the Issuer, the Representative of the Noteholders, the Principal Paying Agent, the Computation Agent, the Agent Bank, the Corporate Services Provider, the Arranger, the EIB, the EIF, Moody's and DBRS;

(iii) to keep quarterly computer disks or other informatic supports, in two copies, containing information on the Receivables contained in the reports described under (i) and (ii) above; and

(iv) not to amend or otherwise modify any Receivable except as required by law or otherwise expressly permitted under the Servicing Agreement.

Pursuant to the terms of the Lease Contracts, Iccrea BancaImpresa shall adjust periodically the monthly average of the interest rate applicable to the Instalments under the Lease Contracts. By operation of this adjustment, it may occur that the Lessees have paid less or more in amount of interest in relation to the Receivables compared to those actually due (the "**Adjustments**"). Accordingly, the situation may arise by which some of the interest overpayments made by the Lessees have been already remitted by the Servicer to

the Issuer and, in such cases, under the Servicing Agreement Iccrea BancaImpresa has agreed to pay such amounts to the Lessees on behalf of the Issuer. The Issuer shall reimburse such sums to Iccrea BancaImpresa by way of set-off against the Collections made during the Collection Periods and, if necessary on the Payment Dates. Under the Servicing Agreement, any successor Servicer shall undertake to continue to pay to the Lessees the Adjustments on behalf of the Issuer subject to the terms and conditions set out thereunder.

Servicing fee

The Servicer will receive a servicing fee payable by the Issuer on each Payment Date equal to:

(i) 0.10 per cent. (plus value added tax, to the extent applicable) of the aggregate Collections relating to Receivables (other than Defaulted Receivables or Delinquent Receivables) received during the preceding Settlement Period and calculated on the Determination Date immediately preceding the relevant Payment Date;

(ii) 0.30 per cent. (plus value added tax, to the extent applicable) of the Outstanding Principal recovered in relation to Defaulted Receivables or Delinquent Instalments during the immediately preceding Settlement Period as calculated on the Determination Date immediately preceding the relevant Payment Date. The Servicer will also be entitled to reimbursement of expenses, including, among others, duly documented fees of external legal counsels sustained in connection with its recovery activity; and

(iii) a quarterly fee of € 5,000 (plus value added tax to the extent applicable) for each Settlement Period in connection with certain compliance and consultancy services provided by the Servicer pursuant to the Servicing Agreement.

"**Defaulted Receivables**" means the Receivables which arise from Defaulted Lease Contracts.

"**Delinquent Receivables**" means the Receivables which arise from Delinquent Lease Contracts.

Servicer termination events

The occurrence and the continuation of any of the following events shall be a "Servicer termination event" under the Servicing Agreement:

(a) failure on the part of the Servicer to deposit or pay any amount required to be paid or deposited, which failure continues unremedied for 5 (five) Business Days after the due date thereof (except in the event that such failure has been caused by an unforeseen strike, a technical problem or other grounded reasons which are independent from the Servicer's will and care);

(b) failure on the part of the Servicer to observe or perform any other term, condition, covenant or agreement provided for under the Servicing Agreement and the other Transaction Documents to which it is a party, and the continuation of such failure for a period of 30 (thirty) Business Days following receipt by the Servicer of written notice from the Representative of the Noteholders stating that such default is, in its opinion, materially prejudicial to the interest of the holders of the Rated Notes;

(c) any representation and warranty of the Servicer contained in the Servicing Agreement or in the other Transaction Documents shall prove to have been meaningfully incorrect in any material respect when made or to the extent provided in the Servicing Agreement or in any other Transaction Document deemed made;

(d) the Bank of Italy has proposed to the Minister of Economy and Finance to admit the Servicer to an insolvency proceeding or a request for the judicial assessment of the insolvency of the Servicer has

been filed with the competent authority (unless such request is groundless and is challenged in good faith by the Servicer) or the Servicer has been admitted to the procedures set out in Title IV of the Banking Act or in the Legislative Decree of 16 November 2016, no. 180 or a resolution is passed by the Servicer with the intention of applying for such proceedings to be initiated;

(e) Iccrea BancaImpresa and ICCREA Banca S.p.A. are no longer part of the same banking group under article 60 of the Banking Act or the holding company of the banking group to which Iccrea BancaImpresa and ICCREA Banca S.p.A. belong is not, or ceases to be, an entity established or having its registered office in a Member State of the European Union; or

(f) the performance of any of its obligations assumed under the Servicing Agreement or the other Transaction Documents to which it is a party becomes illegal for the Servicer.

Governing Law and Competent Jurisdiction

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

Any disputes arising from the interpretation, performance, and termination of the Servicing Agreement, or any other aspects in connection with it, will be submitted to the exclusive jurisdiction of the Court of Rome.

THE WARRANTY AND INDEMNITY AGREEMENT

The description of the Warranty and Indemnity Agreement set out below is an overview of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Warranty and Indemnity Agreement. Prospective Noteholders may inspect a copy of each of the Warranty and Indemnity Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent.

Introduction

On 20 July 2016 the Issuer and the Originator have entered into a warranty and indemnity agreement (the "**Warranty and Indemnity Agreement**") pursuant to which the Originator has provided, *inter alia*, standard representations and warranties in respect of the Receivables comprised in the Initial Portfolio and in any Subsequent Portfolio as of the relevant valuation date (which representations and warranties shall be repeated as of the relevant valuation date and on the Issue Date).

Representations and warranties as to matters affecting Iccrea BancaImpresa

The Warranty and Indemnity Agreement contains representations and warranties given by the Originator as to matters of law and fact affecting Iccrea BancaImpresa including that Iccrea BancaImpresa is validly existing as a juridical person, has the corporate authority and power to enter into the Transaction Documents to which it is party and assume the obligations contemplated therein and has all the necessary authorisations therefor.

Representations and warranties in relation to the Receivables

The Warranty and Indemnity Agreement contains representations and warranties in respect of the Receivables. In particular, the Originator represented that the Receivables (i) are valid, existent and in compliance with the Eligibility Criteria, and (ii) relate to Lease Contracts which have been entered into, executed and performed by the Originator in compliance with all applicable laws, rules and regulations (including the Usury Law).

Indemnity and repurchase obligation

The Originator has agreed to indemnify the Issuer, in certain circumstances and to the extent set out therein, in connection with the representations and warranties. In relation to the Issuer, the Originator has agreed in certain circumstances upon breach of representations to repurchase the individual Receivables concerned.

Pursuant to clause 7 of the Warranty and Indemnity Agreement, the Originator has agreed to indemnify and hold harmless on first request the Issuer, its officers, agents or employees or any of its permitted assigns from and against any and all documented damages, costs and expenses (including, but not limited to, legal fees and disbursements including any value added tax thereon) which are actually incurred by the Issuer, its officers, agents or employees or any of its permitted assigns and which arise out of or result of:

(a) a default by the Originator in the performance of any of its obligations under the Warranty and Indemnity Agreement, the Transfer Agreement or any other Transaction Document to which it is a party and any of the transactions contemplated therein;

(b) any representation or warranty given by the Originator under or pursuant to the Warranty and Indemnity Agreement or any other Transaction Documents being false, incomplete or incorrect;

(c) any claim raised by any third party against the Issuer, as owner of the Receivables, as a consequence

of any negligent act or omission by the Originator with respect to the collection and servicing of the Receivables;

(d) Iccrea BancaImpresa's default on any obligation under the Warranty and Indemnity Agreement or any other Transaction Document to which it is a party;

(e) any amount of any Receivable not being collected or recovered as a consequence of the exercise by any Borrower of any right of set-off or counterclaim against the Originator in connection with any amounts claimed from the Originator which may lawfully be set off against the Issuer before and/or following the transfer thereof;

(f) the failure of the terms and conditions of any Lease Contract at any time on or before the transfer date of the last Subsequent Portfolio to comply with the provisions of article 1283 of the Italian civil code, articles 1345 and/or article 1346 of the Italian civil code and Italian law No. 108 of 7 March 1996 (the so-called "Usury Law"); or

(g) the application of article 1526 of the Italian civil code to the extent that such article applies to the Issuer provided however that the Issuer shall consult and provide the Originator with any information required by the Originator in order to coordinate any defence in relation to those proceedings relating to the application of article 1526 of the Italian civil code.

"**Borrower**" means any Lessee, any guarantor or any other individual or entity which is a debtor under the relevant Lease Contract.

Moreover, the Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the Originator and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the Originator within a certain period from receipt of a written notice from the Issuer to that effect, the Issuer has the option to assign and transfer to the Originator all of the Receivables affected by any such misrepresentation or breach.

Competent Jurisdiction Any disputes arising from the interpretation, performance, and termination of the Warranty and Indemnity Agreement, or any other aspects in connection with it, will be submitted to the exclusive jurisdiction of the Court of Rome.

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 Offices of, respectively, the Representative of the Noteholders and the Italian Paying Agent.

The Corporate Services Agreement

Under an agreement denominated "*Contratto di Servizi Amministrativi*" dated the Signing Date between the Issuer, the Corporate Services Provider and the Representative of the Noteholders (the "**Corporate Services Agreement**"), the Corporate Services Provider has agreed to provide certain corporate administration and management services to the Issuer. The services will include the safekeeping of the documents pertaining to the meetings of the Issuer's quotaholder, directors and auditors and of the Noteholders, maintaining the quotaholders' register, 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 Services Provider for any reason whatsoever, the Issuer shall appoint a substitute Corporate Services Provider.

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 on its own behalf and on behalf of the Noteholders, the Principal Paying Agent, the Italian Paying agent, the Agent Bank, the Computation Agent, the Account Bank, the Expenses Account Bank, Iccrea BancaImpresa (in any capacity), the Corporate Services Provider, the Class A2 Notes Underwriter, the Arranger, the Back-up Servicer and the Back-up Servicer Facilitator (the "**Intercreditor Agreement**"), provision has been made as to the application of the proceeds of collections in respect of the Receivables and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Receivables. 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, the Other Issuer Creditors have agreed that, until two year and one day after the later of (A) the Cancellation Date and (B) the day on which any note issued or to be issued by the Issuer (including the Notes) has been paid in full, no Other Issuer Creditor shall be entitled to institute against the Issuer, or join any other person in instituting against the Issuer, any reorganisation, liquidation, bankruptcy, insolvency or similar proceedings.

Pursuant to the Intercreditor Agreement, following the service of a Trigger 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 Receivables and to sell or otherwise dispose of the Receivables or any of them in such manner and upon such terms and such time or times and at the then current market value as the Representative of the Noteholders shall, in its absolute discretion, deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments.

The Intercreditor Agreement is governed by Italian law.

The Deed of Pledge

Pursuant to an agreement denominated "*Atto di Pegno*" (the "**Deed of Pledge**") to be executed on or around the Issue Date between the Issuer and the Representative of the Noteholders (acting on its own behalf and on behalf of the other Issuer Secured Creditors), the Issuer will grant in favour of the Issuer Secured Creditors, concurrently with the issue of the Notes, a pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees, but excluding the Receivables and the relevant proceeds defined and identified as "*Incassi*" in the Transfer Agreement) to which the Issuer is entitled from time to time pursuant to the Transaction Documents (other than the Mandate Agreement, these Conditions and the Deed of Pledge).

The Italian Deed of Pledge will be governed by Italian law.

The Mandate Agreement

Pursuant to the terms of an agreement denominated "*Contratto di Mandato*" 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, *inter alia*, following the service of a Trigger 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 agreement denominated "*Atto di Impegno del Socio Unico*" dated the Signing Date between the Issuer, Iccrea BancaImpresa, the Representative of the Noteholders and Special Purpose Entity Management S.r.l. (the "**Quotaholder's Commitment**") contains, *inter alia*, provisions in relation to the management of the Issuer.

The Quotaholder's Commitment also provides that Special Purpose Entity Management S.r.l., in its capacities as quotaholder of the Issuer, 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.

Pursuant to the Quotaholder's Commitment, the parties agreed to grant to Iccrea BancaImpresa an option in relation to the entire equity capital of the Issuer, subject to certain conditions. Under the option, Iccrea BancaImpresa is entitled to elect, pursuant to article 1401 *et subs.* of the Italian civil code, a third party, not being part of the "*Gruppo Bancario ICCREA*", as purchaser of the entire equity capital of the Issuer. Iccrea BancaImpresa will be entitled to exercise the option by giving to the Issuer, at any time during the period commencing on the Issue Date and ending on the "*Liquidazione della Cartolarizzazione*" (as defined in the Quotaholder's Commitment), written notice to that effect.

The Quotaholder's Commitment is governed by Italian law.

The Back-up Servicing Agreement

The Back-up Serving Agreement dated the Signing Date between the Issuer, the Back-up Servicer, the Back-up Servicer Facilitator, the Servicer and the Representative of the Noteholders contains, *inter alia*, provisions in relation to the appointment of Iccrea Banca as Back-up Servicer and Zenith as Back-up Servicer Facilitator.

Pursuant to the Back-up Servicing Agreement, in any case of termination of the Servicer as indicated in the

Servicing Agreement, the Back-up Servicer succeds IBI as Servicer and, in such capacity, acts as a substitute of the Servicer. The indication of the expenses refund and of the fee amount due for its commitment to the Back-up Servicer is contained in a separate agreement between the relevant parties.

Pursuant to the Back-up Serving Agreement, in any case of termination of the Back-up Servicer as indicated in the Back-up Servicing Agreement, the Back-up Servicer Facilitator, in co-operation with the Issuer, proceeds to identify a new subject acting as a substitute of the Back-up Servicer. The indication of the expenses refund and of the fee amount due for its commitment to the Back-up Servicer Facilitator is contained in a separate agreement between the relevant parties.

The Back-up Servicing Agreement is governed by Italian law.

The other Transaction Documents

For a description of the Transfer Agreement, see "*The Transfer Agreement*", above. For a description of the Servicing Agreement, see "*The Servicing Agreement*", above. For a description of the Warranty and Indemnity Agreement, see "*The Warranty and Indemnity Agreement*", above. For a description of the Agency and Accounts Agreement, see "*The Agency and Accounts Agreement*", above.

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

Costant prepayment rate	*Class A1 Notes* *Estimated Weighted Average Life* *(in years)*
0%	2.6
3%	2.56
6%	2.53
9%	2.49

	CPR			
Payment Date	0%	3%	6%	9%
17/12/18	71,240,743.11	81,311,500.61	91,617,017.27	102,170,524.85
17/03/19	69,095,279.42	78,019,964.95	86,998,939.33	96,032,798.62
17/06/19	61,963,977.47	42,968,534.45	23,684,043.41	4,096,676.53

	Class A2 Notes
Costant prepayment rate	*Estimated Weighted Average Life (in years)*
0%	*4.06*
3%	*3.83*
6%	*3.65*
9%	*3.51*

	CPR			
Payment Date	0%	3%	6%	9%
17/12/18	-	-	-	-
17/03/19	-	-	-	-
17/06/19	3,847,112.94	30,418,258.66	57,187,252.00	84,161,926.09
17/09/19	62,772,380.37	69,674,625.31	76,361,465.67	82,824,469.04
17/12/19	60,038,740.07	66,029,866.29	71,705,732.52	77,059,183.36
17/03/20	57,251,727.42	62,406,612.30	67,167,882.58	71,532,402.06
17/06/20	53,810,434.66	58,011,426.69	61,776,330.53	65,107,818.33
17/09/20	50,826,982.22	54,594,584.76	57,866,269.30	60,651,979.14
17/12/20	48,026,666.44	51,185,551.39	53,817,636.78	38,662,221.97
17/03/21	44,749,990.92	47,404,408.71	34,117,430.63	
17/06/21	41,542,214.44	40,274,665.88		
17/09/21	39,003,237.51			
17/12/21	18.130.513.01			

Costant prepayment rate	*Class B Notes* *Estimated Weighted Average Life* *(in years)*
0%	*5.58*
3%	*5.18*
6%	*4.82*
9%	*4.55*

	CPR			
Payment Date	0%	3%	6%	9%
17/12/18	-	-	-	-
17/03/19	-	-	-	-
17/06/19	-	-	-	-
17/09/19	-	-	-	-
17/12/19	-	-	-	-
17/03/20	-	-	-	-
17/06/20	-	-	-	-
17/09/20	-	-	-	-
17/12/20	-	-	-	17,278,813.69
17/03/21	-	-	15,393,499.41	47,721,186.31
17/06/21	-	3,317,988.88	45,106,309.90	
17/09/21	-	40,824,847.64	4,500,190.69	
17/12/21	19,013,454.92	20,857,163.48		
17/03/22	34,608,418.79			
17/06/22	11,378,126.29			

SELECTED ASPECTS OF ITALIAN LAW

The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and subsequently amended and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

It applies to securitisation transactions involving the "true" sale (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with article 3 of the Securitisation Law and all amounts paid by the assigned debtors are to be used by the relevant company exclusively to meet its obligations under notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction.

It should be noted that Law 9/2014 and Law 116/2014 have introduced, *inter alios*, the following amendments to the Securitisation Law:

1. the assigned debtors in securitisation transactions shall not be entitled to exercise any set-off between the amounts due by them under the assigned claims 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 (even partial) has been paid;
2. payments made by assigned debtors under securitised claims are not subject to the declaration of ineffectiveness pursuant to article 65 of the Bankruptcy Law;
3. the assignment of receivables owed by public entities made under the Securitisation Law will now be subject only to the formalities contemplated by the Securitisation Law (*id est* the publication of the notice of assignment in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled) and no other formalities shall apply;
4. where the Notes issued by the special purpose vehicle are subscribed by qualified investors, the underwriter can also be a sole investor;
5. if the servicer, the sub-servicer or the depositary bank, with which the accounts for the deposit of the collections received from the assigned debtors of securitisation transactions have been opened, becomes subject to insolvency proceedings, the amounts credited on such accounts will be immediately and fully returned to the special purpose vehicle in accordance with the provisions of the relevant agreement and without the need for the filing of any petition in the relevant insolvency proceeding and outside any distribution plan;
6. securitisation companies established under the Securitisation Law are allowed to grant direct financings to entities which are not individuals or so called micro-companies, subject to certain conditions; and
7. the segregation principle set out in the second paragraph of article 3 of the Securitisation Law is widened to include any right arising in favour of the securitisation company in the context of the relevant securitisation transaction, the relevant collections and the financial assets acquired with such collections.

The Assignment

The assignment of receivables under the Securitisation Law is governed by article 58, paragraphs 2, 3 and 4, of the Banking Act. The prevailing interpretation of such provisions, which view has been strengthened by article 4 of the Securitisation Law, is that the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication of the relevant notice in the Official Gazette and registration in the companies' register where the Issuer is enrolled, so avoiding the need for notification to be served on each assigned debtor. Furthermore, the Bank of Italy could require further formalities.

Upon compliance with the formalities set forth by the Securitisation Law, the assignment becomes enforceable against:

(a) the assigned debtors and any creditors of the originator who have not, prior to the date of publication of the notice of assignment in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled, commenced enforcement proceedings in respect of the relevant receivables;

(b) *(i)* the liquidator or any other bankruptcy officials of the assigned debtors (so that any payments made by an assigned debtor to the purchasing company may not be subject to any claw-back action according to article 67 of the Bankruptcy Law), and *(ii)* the liquidator of the originator (provided that the originator has not been subjected to insolvency proceeding prior to the date of publication of the notice of assignment in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled); and

(c) other permitted assignees of the originator who have not perfected their assignment prior to the date of publication of the notice of assignment in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned receivables will automatically be transferred to and perfected with the same priority in favour of the company which has purchased the receivables, without the need for any formality or annotation.

As from the date of publication of the notice of the assignment in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled, no legal action may be brought against the receivables assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant receivables and to meet the costs of the transaction.

Notice of the assignment of the Portfolio pursuant to the Transfer Agreement has been published respectively *(i)* in the Official Gazette, Part II, no. 88 of 26 July 2016 with a correction published in the Official Gazette, Part II, no. 90 of 30 July 2016 *(ii)* filed for publication in the companies' register of Rome on 1 August 2016.

Assignments executed under the Securitisation Law are subject to revocation on bankruptcy under article 67 of the Bankruptcy Law but only in the event that the adjudication of bankruptcy of the relevant party is made within three months of the securitisation transaction or, in cases where paragraph 1 of article 67 applies, within six months of the securitisation transaction.

Ring Fencing of the Assets

Pursuant to operation of Article 3 of the Securitisation Law, the assets relating to each securitisation transaction are segregated, by operation of law, for all purposes from all other assets of the company which purchases the claims (including, for the avoidance of doubt, any other portfolio purchased by the company pursuant to the Securitisation Law). Prior to and on a winding up of such a company, such assets (for so long as such amounts are credited to one of the Issuer's accounts under the Transaction and not commingled with other sums) will only be available to holders of the notes issued to finance the acquisition of the relevant claims and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the Issuer. However, under Italian law, any other creditor of the Issuer would be able to commence insolvency or winding up proceedings against the Issuer in respect of any unpaid debt.

In addition to the above, it should be noted that, pursuant to the amendments recently introduced to the Securitisation Law by Law 9/2014 and Law 116/2014, it has been provided for that *inter alia*:

(i) the amounts credited into the accounts opened by companies incorporated as special purpose vehicles pursuant to article 3 of the Securitisation Law with the servicers or with the depositary bank of securitisation transactions, on which the amounts paid by the assigned debtors as well as any other amount due to the relevant special purpose vehicle under the securitisation may be credited, may be utilized only to fulfil the obligations of the relevant special purpose vehicle against the noteholders and the other creditors under the securitisation and to pay the expenses to be borne in connection with the securitisation. Should any proceeding under Title IV of the Banking Act, or any other insolvency procedure apply to the relevant servicer or depositary bank, the amounts credited on such accounts and the sums deposited during the course of the relevant insolvency procedure (i) will not be subject to the suspension of payments; and (ii) will be immediately and fully returned to the special purpose vehicle in accordance with the provisions of the relevant agreement and without the need to for the filing of any petition in the relevant insolvency proceeding and outside any distribution plan; and

(ii) in respect of the accounts opened by the servicers and the sub-servicers with banks, and into which the amounts paid by the assigned debtors may be credited, the creditors of the relevant servicer or sub-servicer may exercise claims only in respect of the amounts credited on such accounts that exceed the amounts due to the relevant special purpose vehicle. Should any insolvency procedure apply to the relevant servicer or sub-servicer, the amounts credited on such segregated accounts and the sums deposited during the course of the relevant insolvency procedure will be immediately and fully returned to the special purpose vehicle in accordance with the provisions of the relevant agreement and without the need to for the filing of any petition in the relevant insolvency proceeding and outside any distribution plan. Under Italian law, however, any creditor of the Issuer would be able to commence insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt.

The Issuer

Under the regime normally prescribed for Italian companies under the Italian civil code, it is unlawful for any company (other than banks) to issue securities for an amount exceeding the company's share

capital. Under the provisions of the Securitisation Law, the standard provisions described above are not applicable to the Issuer.

The Issuer must be registered under the register of the special purpose vehicles (*elenco delle società veicolo*) held by the Bank of Italy pursuant to article 4 of the Bank of Italy's regulation dated 1 October 2014.

Claw-back of the sale of the Receivables

The sale of the portfolio of Receivables by the Originator to the Issuer may be clawed back by a receiver of the originator under article 67, paragraphs 1(4) and 2 of the Bankruptcy Law but only in the event that the Originator was insolvent when the assignment was entered into and its execution was made within three months of the admission of the Originator to compulsory liquidation (*liquidazione coatta amministrativa*) pursuant to Title IV, Heading I, Section III of the Banking Act or in cases where paragraph 1, items from (1) to (3) of Article 67 applies, within six months of the admission to compulsory liquidation.

Payments made by the debtor's of the Issuer

According to article 4 of the Securitisation Law, payments made by an assigned debtor to the Issuer may not be subject to declaration of ineffectiveness pursuant to article 67 of the Bankruptcy Law.

All other payments made to the Issuer by any party under a transaction document in the six months or one year suspect period prior to the date on which such party has been declared bankrupt or has been admitted to the compulsory liquidation may be subject to claw-back action according to article 67 of the Bankruptcy Law. The relevant payment will be set aside and clawed back if the receiver gives evidence that the recipient of the payments had knowledge of the state of insolvency when the payments were made. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court may in its discretion consider all relevant circumstances.

Forced sale of debtor's goods and real estate assets

Under Italian law a lender may resort to a forced sale of the debtor's (or guarantor's) goods (*pignoramento mobiliare*) or real estate assets (*pignoramento immobiliare*), having previously been granted a "judicial" mortgage following a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Forced sale proceedings are directed against the debtor's properties following notification of an *atto di precetto* to the borrower together with a *titolo esecutivo* obtained from a court.

The attachment of the debtor's movable properties is carried out at the debtor's premises or on third party's premises by a bailiff who removes the attached property or forbids the debtor from in any way transferring or disposing of the attached goods, and appoints a custodian thereof (in practice usually the debtor himself).

In compliance with the timing and the conditions provided by Italian civil procedure code, after the attachment:

(a) in case of a *pignoramento mobiliare*, the creditor may ask the court to deliver to himself all monies found at the debtor's premises, to transfer properties consisting of listed or marketed equities and to sell with or without auction the remaining attached goods; and

(b) in case of a *pignoramento immobiliare*, the mortgage lender may request the court to sell the mortgaged property.

The average length of a *pignoramento mobiliare*, from the court order or injunction of payment to the final sharing-out, is about three years.

The average length of a *pignoramento immobiliare*, from the court order or injunction of payment to the final sharing-out, is between six and seven years. In the medium-sized central and northern Italian cities it can be significantly less whereas in major cities or in southern Italy the duration of the procedure can significantly exceed the average.

Attachment of debtor's credits

Attachment proceedings may be commenced also on due and payable credits of a borrower (such as bank accounts, salary etc.) or on borrower's movable property which is located on third party premises.

Recent Amendments to the Forced sale of debtor's goods and real estate assets

The Decree Law No. 59 of 3 May 2016 ("*Disposizioni Urgenti in materia di procedure esecutive e concorsuali, nonchè a favore degli investitori in banche in liquidazione*") has been converted with amendments into law and will be shortly published in Gazzetta Ufficiale (the "**Decree Law 59/2016**").

Article 3 of the Law Decree 59/2016 provides for the creation of an electronic register of the real estate assets expropriation proceedings in which the documents related to those proceedings will be published. This register will be available by Banca d'Italia which will use this data within its surveillance function. The register will be composed of two sections, one with free access to the public and another one with limited access. The aim of this register is to give legal certainty to creditors and facilitate the creation of an efficient market of impaired receivables.

Article 4 of the Decree Law 59/2016 made minor amendments to several provisions related to the forced sale under the Italian civil procedure code. In particular, relating to the forced sale of the debtor's goods through an agency commissioner, it is now provided that the judge has to determine the maximum number of forced sale attempts, in any case not over three; the criteria to the determine the price reductions after each attempt; and the last date available for the commissioner to sell the goods, after which the commissioner has to return the documents to the judge. Article 4 of Decree Law 59/2016 also introduced the new article 590-*bis* in the Italian civil procedure code which provides that, when the creditor is assignee in favour of a third party, within 5 days from the assignation declaration, he has to make a statement concerning the name of the third party to which the good has to be transferred. In absence of this declaration, the transfer of the good will be done in favour of the creditor.

Accounting treatment of the Receivables

Pursuant to Bank of Italy's regulations of 29 March 2000 ("*Schemi di bilancio delle società di cartolarizzazione dei crediti*"), and on 14 February 2006 ("*Istruzioni per la redazione dei bilanci degli*

intermediari finanziari iscritti nell'"elenco speciale", degli IMEL delle SGR e delle SIM") the accounting information relating to the securitisation of the Receivables will be contained in the Issuer's *nota integrativa*, which, together with the balance sheet and the profit and loss statements form part of the financial statements of Italian companies.

Italian Law on Leasing

The contract of financial leasing (*locazione finanziaria*) ("**Financial Leasing Contract**") is a type of contract not expressly addressed by the Italian ivil Code that may be validly entered into pursuant to the general provisions of article 1322 of the Italian civil code. According to such article, the parties to a contract can enter into any contract not belonging to a type subject to a specific legal discipline provided that such contract aims to fulfil interests that deserve to be protected by the legal system. The Italian courts have established that Financial Leasing Contracts falls within the scope of this provision.

Under Financial Leasing Contracts, the lessor leases to the lessee certain assets (for the purpose of this section, the "**Leased Property**") which have been purchased by the lessor from, or have been constructed for the lessor by, a third party supplier, with the consideration to be paid by the lessee to the lessor determined by reference to the duration of the lease, the cost of the assets and remuneration of the financing provided by the lessor, and upon the expiry of the Financial Lease Contract the lessee has the option to either return the Leased Property to the lessor, or purchase upon payment of the agreed price (*riscatto*), or alternatively, enter into a new lease contract. Accordingly, three parties are generally involved in the transaction (i.e., lessor, lessee and supplier) which is completed through the stipulation of two contracts: the Financial Leasing Contracts between lessor and lessee and the transfer agreement between the supplier and the lessor. The Italian Supreme Court has established that although these contracts are separate, there is a contractual link between them arising from the fact that the assets acquired by the lessor from the supplier are selected and chosen by the lessee, who is responsible for their maintenance and is subject to the risk of their loss.

Financial Leasing Contracts are subject to the provisions of the Italian civil code on contracts in general and to those provisions regulating specific contracts that can be applied in analogy when, in view of the particular contractual discipline agreed by the parties, the circumstances are similar to those foreseen by such provisions.

In a number of decisions given by the Italian Supreme Court in 1989 and confirmed, *inter alia*, by a decision given by the *Sezioni Unite* of the Supreme Court in 1993 (Cass. Sez. Un., 7.1.93, No. 65), Financial Leasing Contracts are distinguished into two different types: firstly, *leasing finanziario di godimento*, under which the payment of the agreed rentals represents, in line with the intention of the parties involved, only remuneration for the use of the leased property by the lessee; and secondly, *leasing finanziario traslativo*, under which the parties foresee, at the time of the conclusion of the contract, that the leased property (in view of its nature, the envisaged use and the duration of the contract) is to retain, upon expiry of the contract, a residual value significantly higher than the *riscatto*. Accordingly, it is reasonable to hold that rentals to be paid under *leasing finanziario traslativo* represent part of the consideration for the transfer of the leased property to the lessee following expiry of the contract upon payment of the *riscatto*, and that the exercise of the purchase option and transfer of the leased property to the lessee upon expiry of the contract does not constitute merely an option of the lessee but forms part of the original intention of the parties to the contract.

The Italian Supreme Court (Cass. sez. III, 8 January 2010, No. 73; Cass. sez. III, 28 August 2007, No.

18195) has established that the provisions of article 1526 of the Italian civil code are to be applied by analogy to contractual relationships between lessors and lessees under the *leasing finanziario traslativo*. Article 1526 of the Italian civil code establishes that in relation to a sale by instalments with retention of title, if the contract is terminated as a result of the non-performance by the purchaser of its obligations, the vendor must repay the instalments received, save for its right to an equitable compensation for the use of the good and damages. Such provisions of article 1526 do not apply to *leasing finanziario di godimento* in respect of which the general provisions of the Italian civil code shall apply; according to article 1458(1) of the Italian civil code, termination of a lease contract for breach of contract has, as between the parties thereto, a retroactive effect unless the lease contract provides for continuing performance, in which case the termination does not affect those acts already performed by the parties.

Therefore, according to the above interpretation of the Italian Supreme Court, in the event of termination of a lease contract for breach by the lessee, under leasing *finanziario di godimento*, the lessor is entitled to have the leased property returned to him, to retain the amounts received in respect of the rental payments matured prior to termination and, in case of bankruptcy or insolvency of the lessee, to prove for the unpaid rental payments matured before the declaration of bankruptcy. On the contrary, in the event of termination of a leasing *finanziario traslativo*, the lessee (or the receiver in case of bankruptcy or insolvency of the lessee) has the right to receive from the lessor any amounts paid in respect of rental payments before termination but the lessee must return the leased property to the lessor and pay to the lessor an equitable compensation for use of the leased property and where appropriate, damages.

Insolvency Proceedings

A company or individual qualifying as commercial enterpreneur *(imprenditore che esercita un'attività commerciale*) qualifying under article 1 of the Bankruptcy Law may be subject to insolvency proceedings (*procedure concorsuali*). Insolvency proceedings under Bankruptcy Law may take the form of, *inter alia*, bankruptcy *(fallimento*) or a composition with creditors (*concordato preventivo*).

Bankruptcy proceedings are applicable to commercial entrepreneurs that are in state of insolvency (*stato di insolvenza*) under article 5 of the Bankruptcy Law. A debtor can be declared bankrupt (*fallito*) (either by its own initiative or upon the initiative of any of its creditors) if it is not able to timely and duly fulfill its obligations. The debtor loses control over all its assets and of the management of its business which is taken over by a court-appointed receiver (*curatore fallimentare*).

Once judgment has been made by the court on the basis of the evidence of the creditors and the opinion of the *curatore fallimentare*, and the creditors' claims have been approved, the sale of the debtor’s property is conducted in a manner similar to foreclosure proceedings or forced sale of goods, as the case may be. After insolvency proceedings are commenced, no legal action can be taken against the debtor and no foreclosure proceedings or forced sale proceedings may be initiated. Moreover, all action taken and proceedings already initiated by creditors are automatically suspended.

An entrepreneur that is in a crisis situation (*stato di crisi*) may propose, pursuant to articles 160 and following of the Bankruptcy Law, as recently amended, to its creditors a creditors composition (*concordato preventivo*). The proposed composition plan may provide for the restructuring of debt and terms for the satisfaction of creditors, the transfer of business activities, the grouping of creditors in classes and their proposed treatment. The proposed composition plan must be accompanied by specific documentation relating to, inter alia, the financial situation of the enterprise and a report by an expert

certifying that the data relating to the enterprise are true and the proposed composition plan is feasible. Generally, the proposed composition plan must endure the payment of at least 20% of the unsecured receivables.

A proposal for a composition plan is approved if it receives the favourable vote of creditors representing the majority of the claims admitted to vote; in case of classes of creditors, such majority shall be verified also in respect of the majority of the classes. If an approved composition plan is not challenged in court, the court will validate the composition plan by decree; such decree terminates the procedure.

Pursuant to the introduced Italian Law 27 January 2012, No. 3 (*Disposizioni in material di usura e di estorsione, nonché di composizione delle crisi da sovraindebitamento*), a debtor who is not eligible to be adjudicated bankrupt under article 1 of the Bankruptcy Law is entitled to file to the competent court a restructuring plan, to be approved by its creditors representing at least 60% of the outstanding debts, in order to request, among others, up to a one-year suspension of the payments of the outstanding debts and a rescheduling of any other payments.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following 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 amended and supplemented ("**Decree No. 239**") sets out the applicable tax treatment of interest, premium and other income from certain securities (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as "**Interest**") deriving from Notes falling within the category of bonds (*obbligazioni*) and similar securities issued, inter alia, by Italian limited liability companies incorporated under article 3 of Law No 130 of 30 April 1999. The provisions of Decree No. 239 only apply to income deriving from Notes issued by the Issuer which qualify as bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986, as amended and supplemented ("**Decree No. 917**").

For these purposes, securities similar to bonds (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation of the issuer to pay at maturity an amount not lower than their nominal value, with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer or to the business in connection to which the securities were issued, nor to control the same.

Italian resident Noteholders

Where an Italian resident Noteholder is:

a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless the investor has entrusted the management of his financial assets, including the Notes, to an authorised intermediary and has opted for the application of the asset management regime ("*regime del risparmio gestito*") - see under "Capital gains tax" below for an analysis of such regime), or

b) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a de facto partnership not carrying out commercial activities or professional associations, or

c) a private or public institution other than companies, and trusts not carrying out mainly or exclusively commercial activities; or

d) an investor exempt from Italian corporate income taxation,

Interest accrued during the relevant holding period, are subject to a withholding tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent., either when Interest is paid or when payment thereof is

obtained by the Noteholder upon the sale of the Notes. All the above categories are qualified as "net recipients".

Where the resident holders of the Notes described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from Italian income tax due.

Where an Italian resident Noteholder is a company or similar commercial entity (including limited partnerships qualified as *società in nome collettivo* or *società in accomandita semplice* and private and public institutions carrying out commercial activities and holding the Notes in connection with this kind of activities), or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to the 26 per cent. *imposta sostitutiva*. They must, however, be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP (the regional tax on productive activities).

Italian resident individuals holding Notes not in connection with entrepreneurial activity who have opted for the asset management regime are subject to a 26 per cent. annual substitute tax (the "Asset Management Tax") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). The Asset Management Tax is applied on behalf of the taxpayer by the managing authorised Intermediary.

Where a Noteholder is an Italian resident real estate investment fund or a SICAF, to which the provisions of Law Decree No. 351 of 25th September, 2001, as subsequently amended, apply, Interest accrued on the Notes will be subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the real estate investment fund or the SICAF. The income of the real estate fund or the SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund (the "**Fund**"), a SICAV or a SICAF and the relevant Notes are held by an authorised intermediary, Interest accrued during the holding period on such Notes will not be subject to *imposta sostitutiva*. They must, however, be included in the management results of the Fund, the SICAV or the SICAF accrued at the end of each tax period. The Fund, the SICAV or the SICAF will not be subject to taxation on such result, but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Substitute Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005 ("**Decree No. 252**")) and the Notes are deposited with an authorised intermediary, Interest relating to the Notes accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). The 20 per cent. Pension Fund Tax would apply on a retroactive basis also with reference to the portfolio's results accrued at the end of fiscal year 2014, but on a reduced taxable basis.

As of 1 January 2015, Italian pension funds may benefit from a tax credit equal to 9 per cent. of the result of the relevant portfolio accrued at the end of the tax period, provided that the pension fund invests in certain medium long term financial assets identified by Ministerial Decree of 19 June 2015.

Pursuant to Decree No. 239, the 26 per cent. *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so-called "SIMs"), fiduciary companies, *società di gestione del risparmio*, stockbrokers and other entities identified by a decree of the Ministry of Finance (each an **"Intermediary"**).

An Intermediary must (a) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary, and (b) 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 of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Italian Intermediary (or with a permanent establishment in Italy of a foreign Intermediary), the *imposta sostitutiva* is applied and withheld by any Italian Intermediary paying Interest to a Noteholder or, absent that, by the Issuer.

Non-Italian resident Noteholders

Pursuant to Decree No. 239, payments of Interest in respect of Notes issued by the Issuer will not be subject to *imposta sostitutiva* at the rate of 26 per cent. if made to beneficial owners who are non-Italian resident beneficial owners of the Notes with no permanent establishment in Italy to which the Notes are effectively connected provided that:

a) such beneficial owners are resident for tax purposes in a state or territory which allows an adequate exchange of information with the Italian tax authorities and listed in a Ministerial Decree to be issued under Article 11, par. 4, let. c) of Decree No. 239 (the "**White List**"). The White List will be updated every six months period. In absence of the issuance of the White List, reference has to be made to the Italian Ministerial Decree dated 4th September, 1996; and

b) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from imposta sostitutiva are met or complied with in due time.

Decree No. 239 also provides for additional exemptions from the *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organizations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in countries which allow for an adequate exchange of information with Italy; and (iii) Central Banks or entities which manage, inter alia, the official reserves of a foreign State.

In order to ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, 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 and must:

(a) deposit in due time, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and

(b) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a self-statement stating, inter alia, that he or she is resident, for tax purposes, in one of the States included in the

White List. valid until withdrawn or revoked, in which the Noteholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. This statement, which is not requested for international bodies or entities set up in accordance with international agreements ratified 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 Ministerial Decree of 12 December 2001.

Failure of a non-resident Noteholder to comply in due time with the procedures set forth in Decree No. 239 and in the relevant implementation rules will result in the application of *imposta sostitutiva* on Interest payments.

Non-resident Noteholders who are subject to substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant Noteholder.

Capital gains tax

Any capital gain realised upon the sale for consideration or redemption of the Rated Notes would be treated for the purpose of corporate income tax and of individual income tax as part of the taxable business income of the holders of the Rated Notes (and, in certain cases, depending on the status of the holders of the Rated Notes, may also be included in the taxable basis of IRAP), and therefore subject to tax in Italy according to the relevant tax provisions, if derived by the holders of the Rated Notes who are:

(a) Italian resident corporations;

(b) Italian resident commercial partnerships;

(c) permanent establishments in Italy of foreign corporations to which the Rated Notes are effectively connected; or

(d) Italian resident individuals carrying out a commercial activity, as to any capital gains realised within the scope of their commercial activity.

Pursuant to Legislative Decree No. 461 of 21 November 1997, any capital gain realised by Italian resident individuals holding the Rated Notes not in connection with an entrepreneurial activity and by certain other persons upon the sale for consideration or redemption of the Rated Notes would be subject to an *imposta sostitutiva* at the rate of 26 per cent. Under the tax declaration regime, which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity, *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by Italian resident individual noteholders holding the Rated Notes not in connection with an entrepreneurial activity pursuant to all disposals on the Rated Notes carried out during any given fiscal year. These individuals must report the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax declaration to be filed with the Italian tax authority for such year and pay *imposta sostitutiva* on such gains together with any balance 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 individual noteholders holding the Rated Notes not in connection with an entrepreneurial activity may elect to pay *imposta sostitutiva* separately on the capital gains realised upon each sale or redemption of the Rated Notes (the "***Risparmio Amministrato***" regime). Such separate taxation of capital gains is permitted subject to: (i) the Rated Notes being deposited with Italian banks, *società di intermediazione mobiliare* (SIM) or certain authorised financial intermediaries; and (ii) an express election for the *Risparmio Amministrato* regime being timely made in writing by the

relevant noteholder. The financial intermediary, on the basis of the information provided by the taxpayer, accounts for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Rated Notes, net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authority on behalf of the taxpayer, deducting a corresponding amount from proceeds to be credited to the noteholder. Under the *Risparmio Amministrato* regime, where a sale or redemption of the Rated Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised 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 report capital gains in its annual tax declaration.

Any capital gains realised by Italian resident individuals holding the Rated Notes not in connection with an entrepreneurial activity who have elected for the Asset Management Option will be included in the calculation of the annual increase in net value of the managed assets accrued, even if not realised, at year end, subject to the Asset Management Tax to be applied on behalf of the taxpayer by the managing authorised intermediary. Under the Asset Management Option, any depreciation of the managed assets accrued at year end may be carried forward against an increase in the net value of the managed assets accrued in any of the four succeeding tax years. Under the Asset Management Option, the noteholder is not required to report capital gains realised in its annual tax declaration.

Any capital gains realised by an holder of the Rated Notes which is a Fund (as defined above) will be included in the results of the relevant portfolio accrued at the end of the tax period. The Fund will not be subject to taxation on such result, but a substitutive tax, up to 26 per cent., will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders.

Any capital gains realised by the holders of the Rated Notes who are Italian resident pension funds will be included in the calculation of the taxable basis of Pension Fund Tax.

The 26 per cent. *imposta sostitutiva* may in certain circumstances be payable on capital gains realised upon sale for consideration or redemption of the Rated Notes by non Italian resident persons or entities without a permanent establishment in Italy to which the Rated Notes are effectively connected, if the Rated Notes are held in Italy.

However, pursuant to Article 23 of Presidential Decree of 22 December 1986, No. 917, any capital gains realised, by non-Italian residents without a permanent establishment in Italy to which the Rated Notes are effectively connected, through the sale for consideration or redemption of the Rated Notes are exempt from taxation in Italy to the extent that the Rated Notes are listed on a regulated market in Italy or abroad and in certain cases subject to filing of required documentation, even if the Rated Notes are held in Italy. The exemption applies provided that the non Italian investor promptly file with the authorized financial intermediary an appropriate affidavit (*autodichiarazione*) stating that the investor is not resident in Italy for tax purposes.

In case the Rated Notes are not listed on a regulated market in Italy or abroad:

(1) non Italian resident beneficial owners of the Rated Notes with no permanent establishment in Italy to which the Rated Notes are effectively connected are exempt from *imposta sostitutiva* in the Republic of Italy on any capital gains realised upon sale for consideration or redemption of the Rated Notes if they are resident, for tax purposes, in a country which allows an adequate exchange of information with Italy, which are those countries listed in a ministerial decree to be issued under Article 11, paragraph 4, of Law 239 and, until the year of enactment of the new decree, in the ministerial decree of 4 September 1996, as amended from time to time, or, in the case of qualifying institutional investors not subject to tax, they are established in such a country (see Article 5, paragraph 5, letter a) of Italian Legislative Decree No. 461 of 21 November

1997); in this case, if non Italian residents without a permanent establishment in Italy to which the Rated Notes are effectively connected have opted for the *Risparmio Amministrato* regime or the Asset Management Option, exemption from Italian capital gains tax will apply upon condition that they file in due course with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirements indicated above; and

(2) in any event, non-Italian resident persons or entities without a permanent establishment in Italy to which the Rated Notes are effectively connected that may benefit from a double taxation treaty with the Republic of Italy, providing that capital gains realised upon the sale or redemption of the Rated Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in the Republic of Italy on any capital gains realised upon sale for consideration or redemption of the Rated Notes; in this case, if non Italian residents without a permanent establishment in Italy to which the Rated Notes are effectively connected have opted for the *Risparmio Amministrato* regime or the Asset Management Option, exemption from Italian capital gains tax will apply upon the condition that they file in due course with the authorised financial intermediary appropriate documents which include, *inter alia*, a statement issued by the competent tax authorities of the country of residence of the non Italian residents.

Anti – Abuse provisions and general abuse of law doctrine

With Legislative Decree 5 August 2015, no. 128, the Italian Government introduced a new definition of "abuse of law or tax avoidance" ("*abuso del diritto o elusione fiscale*") that replaces all definitions and doctrines previously developed by the Italian tax authorities and endorsed by case law. Under the new definition, abuse of law occurs when one or more transactions, formally compliant with tax law, instead are lacking economic substance and are essentially aimed at obtaining undue tax advantages. There is no abuse of law when a transaction is justified by sound and material non-tax reasons, including managerial and organizational ones, aimed at improving the structure or the functionality of the business. Consequently, it is not possible to exclude, if the parties involved are not able to demonstrate that this securitisation transaction has been implemented not essentially for the purpose of obtaining a tax saving or reduction and that there are alternative or concurring financial motivation that are not of a merely marginal or theoretical character, that the tax regime of the securitisation as herein outlined is disallowed by the Italian tax authority, thereby possibly causing, amongst other, the recharacterisation of the Rated Notes as shares-like securities or in any case securities not having the legal nature of a bond.

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, transfers of the Notes by reason of death or gift or gratuities to (i) spouses, ascendants or descendants will be subject to inheritance and gift tax at the rate of 4% on the value of the inheritance or gift exceeding € 1,000,000 per beneficiary, (ii) relatives within the fourth degree, ascendants or descendants relatives in law or other relatives in law within the third degree will be subject to inheritance and gift tax at the rate of 6% (the inheritance and gift tax will apply only on the value of the inheritance or gift exceeding € 100,000 per beneficiary if the donee is a brother or sister of the donor), (iii) persons other than the ones mentioned in (i) and (ii) above will be subject to inheritance and gift tax at the rate of 8%.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding € 1,500,000.

Moreover, an anti-avoidance rule is provided for in case of gift of assets, such as the Notes, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by

legislative decree No. 461 of 21 November 1997, as subsequently amended. 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 a Euro 200 registration tax as follows: (i) public deeds and notarised deeds are subject to mandatory registration; (ii) private deeds are subject to registration only in the case of voluntary registration.

EU Savings Directive

Legislative decree No. 84 of 18 April 2005 ("**Decree 84**") implemented in Italy, as of 1 July 2005, the European Council Directive No. 2003/48/EC on the taxation of savings income, provided for certain report obligations to the Italian tax authorities.

On 10 November 2015, the Council of the European Union adopted the Council Directive 2015/2060/EU repealing the Savings Directive from 1 January 2016 in case of all Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates) and from 1 January 2017 in the case of Austria. This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on administrative cooperation in the field of taxation (the "Cooperation Directive"), as amended by Council Directive 2014/107/EU. The Cooperation Directive is aimed at broadening the scope of the operational mechanism of intra-EU automatic exchange of information in order to combat cross-border tax fraud and tax evasion. The new regime under the Cooperation Directive is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014. The Cooperation Directive is generally broader in scope than the Savings Directive, although it should not impose withholding taxes. Regarding the Italian legislation, Law No. 122 of 2016, published on 8 July 2016 on Official Gazette, has abrogated Legislative decree No. 84 of 18 April 2005.

Prospective investors resident in a Member State of the European Union should consult their own legal or tax advisers regarding the consequences of the abovementioned legislation in their particular circumstances.

SUBSCRIPTION AND SALE

The Notes will be the subject of a private placement. No offer or placement will take place in relation to the Notes. In particular, the Class A1 Notes and Class A2 Notes will be purchased and subscribed, respectively, by Iccrea BancaImpresa and European Investment Bank (in such capacity, the "**Class A Notes Underwriters**"), the Class B Notes, the Class C Notes and the Junior Notes will be purchased and subscribed by Iccrea BancaImpresa. The Class A Notes Underwriters have, pursuant to a subscription agreement dated the Signing Date between the Issuer, the Class A Notes Underwriters, the Class B Notes Underwriter, the Arranger, the Representative of the Noteholders (the "**Class A Notes and the Class B Notes Subscription Agreement**"), agreed to subscribe and pay for the Class A Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class A Notes.

Iccrea BancaImpresa (in such capacity, the "**Class B Notes Underwriter**") has, pursuant to the Class A Notes and the Class B Notes Subscription Agreement, dated the Signing Date between the Issuer, the Arranger, the Representative of the Noteholders, the Class A Notes Underwriters and the Class B Notes Underwriter, agreed to subscribe and pay the Issuer for the Class B Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class B Notes.

Pursuant to the terms of the Class A Notes and the Class B Notes Subscription Agreement, the Issuer and Iccrea BancaImpresa have agreed to indemnify the Class A2 Notes Underwriters and the Arranger against certain liabilities in connection with the issue and underwriting of the Class A2 Notes.

The Class A Notes and the Class B Notes Subscription Agreement is subject to a number of conditions and may be terminated by the Class A Notes Underwriters and the Class B Notes Underwriter in certain circumstances prior to payment to the Issuer for the Class A Notes and for the Class B Notes.

The Arranger is part to the Class A Notes and the Class B Notes Subscription Agreement solely to, and shall, take the benefit of the representations, warranties and undertakings and other obligations of the Issuer and the Originator under the Class A Notes and the Class B Notes Subscription Agreement which are expressed to be given for its benefit to the fullest extent permitted under applicable laws. The Arranger shall not assume any obligation nor incur liability of any kind to the Issuer, the Originator, the Representative of the Noteholders, the Class A Notes Underwriters and the Class B Notes Underwriter by virtue of the provisions of the Class A Notes and the Class B Notes Subscription Agreement, except for those expressly assumed by them pursuant to the Class A Notes and the Class B Notes Subscription Agreement. In addition, the parties to the Class A Notes and the Class B Notes Subscription Agreement have acknowledged and accepted that the Arranger has not arranged or participated in any due diligence undertaken in respect of the Securitisation and the issue of the Notes.

Iccrea BancaImpresa (in such capacity, the "**Class C Notes and Junior Notes Underwriter**" and, together with the Class A Notes Underwriters and Class B Notes Underwriter, the "**Managers**") has, pursuant to a subscription agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Class C Notes and Junior Notes Underwriter (the "**Class C Notes and Junior Notes Subscription Agreement**" and, together with the Class A Notes and the Class B Notes Subscription Agreement the "**Subscription Agreements**" and each a "**Subscription Agreement**"), agreed to subscribe and pay the Issuer for the Class C Notes and the Junior Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class C Notes and the Junior Notes.

The Class C Notes and Junior Notes Subscription Agreement is subject to a number of conditions and may be terminated by the Class C Notes and Junior Notes Underwriter in certain circumstances prior to payment to the Issuer for the Class C Notes and the Junior Notes.

Selling Restrictions

- **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 Manager has represented, warranted and agreed that it has not offered or sold the Notes and will not offer or sell any 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 Manager 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 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.

- **Republic of Italy**

The offering of the Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, each of the Managers has represented and agreed, pursuant to the Subscription Agreement executed on the Signing Date, that it has not offered, sold or distributed, and will not offer, sell or distribute, any Notes or any copy of this Prospectus or any other offer document in the Republic of Italy by means of an offer to the public of financial products under the meaning of article 1, paragraph 1, letter t) of Italian legislative decree No. 58 of 24 February 1998 (the "**Financial Services Act**"), unless an exemption applies. Accordingly, the Notes shall only be offered, sold or delivered and copies of this Prospectus or of 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 Notes or distribution of copies of the Prospectus or any other document relating to the Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

(a) 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;

(b) 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

(c) 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.

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 Manager 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 Manager 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 Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Class A Notes Underwriters, the Class B Notes Underwriter and the Arranger for any such offer; or

(c) in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer, the Class A Notes Underwriter, Class B Notes Underwriter or the Arranger 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 to 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.

General

Each Manager has represented, warranted and undertaken that no action has been taken by them 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 the relevant Subscription Agreement to which each of them is a party, each Manager 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.

GENERAL INFORMATION

Authorisation

The issue of the Notes has been authorised by resolutions of the meeting of the shareholders of the Issuer passed on 11 July 2016.

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

This Prospectus has been approved by the Central Bank, as competent authority under Directive 2003/71/EC (the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange for the Class A Notes and for the Class B Notes to be admitted to the Official List and to trading on its regulated market. Approval by the Central Bank relates only to the Class A Notes and to the Class B Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area.

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 ISIN and the Common Code for the Class A Notes and for the Class B Notes are as follows:

	Class A1 Notes
Common Code:	146776361
ISIN:	IT0005210791

	Class A2 Notes
Common Code:	146776388
ISIN:	IT0005210809

	Class B Notes
Common Code:	146876315
ISIN:	IT0005210817

The address of Monte Titoli is Piazza degli Affari, 6, 20123 Milan, Italy, the address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.

No significant change

Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer since its incorporation in July 2016.

No material contracts or arrangements, other than those disclosed in this Prospectus, have been entered into by the Issuer since the date of its incorporation.

Legal and arbitration proceedings

The Issuer is not involved in any legal, governmental or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since its incorporation, significant effects on the financial position or profitability of the Issuer.

Conflicts of interest

There are no restrictions on the Class A Notes Underwriters nor on the Class B Notes Underwriter, *inter alia*, acquiring the Class A Notes and the Class B Notes and/or financing to or for third parties. Consequently, conflicts of interest may exist or may arise as a result of the Class A Notes Underwriters or the Class B Notes Underwriter having different roles in this transaction and/or carrying out other transactions for third parties.

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) but will not produce interim financial statements.

The Issuer has no statutory auditors.

Borrowings

Save as disclosed in this Prospectus, 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

Under the terms of the Agency and Accounts Agreement, the Computation Agent will prepare and deliver by no later than 5 (five) Business Days following each Payment Date (or, if such day is not a

Business Day, on the immediately preceding Business Day) to the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Arrangers, the Class A Notes Underwriters, Class B Notes Underwriter, the Paying Agents, the Servicer, the Back-up Servicer and the Rating Agencies and, with exclusive regard to the Class A Notes and to the Class B Notes, the Irish Stock Exchange if required by the rules of the Irish Stock Exchange, a report containing details of, *inter alia*, the Receivables, amounts received by the Issuer from any source during the preceding Settlement Period and amounts paid by the Issuer during such Settlement Period as well as on the immediately preceding Payment Date (the "**Investor Report**"). Furthermore, the Computation Agent will deliver the Investor Report on the same date to Bloomberg®. The first Investor Report will be available by no later then 5 (five) Business Days following the Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) falling in December 2016. The Investor Report will also be freely available on the website of the Computation Agent, currently at http://www.accountingpartners.it.

Each released Investor Report shall be available for collection at the registered office of the Representative of the Noteholders and at the Specified Office of the Italian Paying Agent.

Documents

As long as the Class A Notes and the Class B Notes are listed on the Irish Stock Exchange, copies of the following documents (and, with regard to the documents listed under paragraphs (a) and (b) below, the English translations thereof) will, when published, be available (and, in respect of paragraphs (a), (b), (c) and (d) below, for collection and free of charge) in electronic means during usual business hours on any weekday (Saturdays and public holidays excepted) from the registered office of the Issuer, the registered office of the Representative of the Noteholders and the Specified Office of the Italian Paying Agent (as set forth in Condition 17 (*Notices*)):

(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 for the last two financial years. The financial statements and the financial reports are drafted in Italian. The Issuer does not publish statutory interim accounts;

(c) the Investor Reports;

(d) the Servicer Report setting forth the performance of the Receivables and Collections made in respect of the Portfolio prepared by the Servicer; and

(e) copies of the following documents:

  (i) the Class A Notes and Class B Notes Subscription Agreement;

  (ii) the Class C Notes and Junior Notes Subscription Agreement;

  (iii) the Agency and Accounts Agreement;

  (iv) the Mandate Agreement;

  (v) the Intercreditor Agreement;

  (vi) the Deed of Pledge;

  (vii) the Corporate Services Agreement;

  (viii) the Quotaholder's Commitment;

(ix) the Transfer Agreement;

(x) the Servicing Agreement;

(xi) the Back-up Servicing Agreement;

(xii) the Warranty and Indemnity Agreement; and

(xiii) the Prospectus.

The Prospectus will be published on the websites of, respectively, the Irish Stock Exchange (www.ise.ie) and the Central Bank (www.centralbank.ie).

Any references to websites and website addresses (and the contents thereof) do not form part of this Prospectus.

Notes freely transferable

Class A and Class B Notes.

Annual fees

The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein (inclusive of the total expenses related to the admission to trading, being equal to € 2,000.00) amount to approximately € 156,500.00, excluding all fees payable to the Servicer under the Servicing Agreement, plus any VAT if applicable.

INDEX OF DEFINED TERMS

ISSUER

ICCREA SME CART 2016 S.r.l.
via Barberini n. 47
I-00187 Rome
Italy

ORIGINATOR AND SERVICER

Iccrea BancaImpresa S.p.A.
via Lucrezia Romana, 41-47
I-00178 Rome
Italy

LISTING AGENT

A&L Goodbody
IFSC, North Wall Quay
Dublin 1
Ireland

REPRESENTATIVE OF THE NOTEHOLDERS AND COMPUTATION AGENT

Accounting Partners S.r.l.
corso Re Umberto 8
I-10128 Turin
Italy

ACCOUNT BANK AND ITALIAN PAYING AGENT

Citibank, N.A. Milan Branch
via dei Mercanti 12
I-20121 Milan
Italy

PRINCIPAL PAYING AGENT AND AGENT BANK

Citibank, N.A., London Branch
Citigroup Centre, Canada Square
Canary Wharf, London E14 5LB
United Kingdom

CORPORATE SERVICES PROVIDER

F2A S.r.l.
via Barberini n. 47
I-00187 Rome
Italy

BACK-UP SERVICER AND EXPENSES ACCOUNT BANK

ICCREA Banca S.p.A.
via Lucrezia Romana, 41-47
I-00178 Rome
Italy

LEGAL ADVISERS

To the Arranger and the Originator

Pavia e Ansaldo
via Bocca di Leone, 78
I-00187 Rome
Italy

To the European Investment Bank as Class A2 Underwriter

Studio Legale Associato in associazione con Linklaters LLP
Via Broletto, 9
20121 Milan