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

BPL Mortgages S.r.l.

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

€ 995,100,000.00 Class A2 - 2016 Mortgage-Backed Floating Rate Notes due 2058

Issue price: 100 per cent.

*This prospectus (the "**Prospectus**") contains information relating to the issue by BPL Mortgages S.r.l. (the "**Issuer**") of the Series 2 Notes (as defined below).*

*On 21 December 2012 (the "**Initial Issue Date**"), the Issuer has issued € 2,440,400,000.00 Class A - 2012 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A1 Notes**"). In connection with the issue of the Series A1 Notes, the Issuer has also issued the € 1,148,455,000.00 Class B - 2012 Mortgage-Backed Notes due 2058 (the "**Junior Notes**" and, together with the Series A1 Notes, the "**Series 1 Notes**"). The Junior Notes have been subscribed by Banco Popolare – Società Cooperativa, having its registered office at Piazza Nogara, 2, 37121 Verona, Italy ("**Banco Popolare**" or "**BP**" or the "**Originator**").*

*In addition, on 28 October 2016 (the "**Subsequent Issue Date**"), the Issuer will issue € 995,100,000.00 Class A - 2016 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A2 Notes**" or the "**Series 2 Notes**" and, together with the Series A1 Notes, the "**Class A Notes**" or the "**Senior Notes**"). The Series 2 Notes, together with the Series 1 Notes, the "**Notes**". The Series 2 Notes will be subscribed by Banco Popolare.*

*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 V. Alfieri, 1, 31015 Conegliano (Treviso), Italy and registered with the companies' register of Treviso-Belluno under number 04078130269 and with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 1 October 2014.*

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

*This Prospectus has been approved by the Central Bank of Ireland (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. Such approval relates only to the Series A2 Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc 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. Application has been made to the Irish Stock Exchange plc for the Series A2 Notes to be admitted to the Official List and trading on its regulated market.*

*The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Series 1 Notes have been collections and recoveries received in respect of a pool of monetary claims and other connected rights arising out of portfolios consisting of residential mortgage loans which qualify either as mutui fondiari or as mutui ipotecari owed to Banco Popolare and Credito Bergamasco S.p.A. (before the merger into Banco Popolare) ("**Creberg**"), (the "**Banco Popolare Initial Portfolio**" and the "**Creberg Portfolio**" and, together, the "**Initial Portfolios**"). The Initial Portfolios have been transferred from, respectively, Banco Popolare and Creberg (before the merger into Banco Popolare) to the Issuer pursuant to the terms of two transfer agreements entered into on 7 December 2012 (the "**Initial Signing Date**") and 14 March 2013 and two transfer agreements dated the Initial Signing Date and 14 March 2013.*

In the context of a reorganisation plan of the Gruppo Bancario Banco Popolare, effective from 1st June 2014, Creberg was merged into Banco Popolare and therefore Creberg was extinguished and, as expressly acknowledged and agreed between Banco Popolare and the Issuer in the Transaction Documents, Banco Popolare has assumed all the obligations and rights of Creberg arising from the agreements signed in the context of the Securitisation as of the date of such merger.

As a consequence, as used in this Prospectus, "Originator" or "Servicer" means Banco Popolare, in relation to the whole Portfolio (as defined below).

*The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Series 2 Notes will be, in addition to the Initial Portfolios, an additional pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising out of a portfolio (the "**Subsequent Portfolio**") consisting of residential mortgage loans which qualify either as mutui fondiari or as mutui ipotecari (the "**Subsequent Loans**") owed to Banco Popolare. The Subsequent Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 13 October 2016, executed by and between the Issuer and Banco Popolare.*

*The Initial Portfolio and the Subsequent Portfolio are collectively referred to as the "**Portfolio**" or the "**Claims**" and will constitute as a whole, upon issuance of the Series 2 Notes, the principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes.*

*Interest on the Series 2 Notes is payable by reference to successive interest periods (each an "**Interest Period**"). Interest on the Series 2 Notes will accrue on a daily basis and will be payable in euro quarterly in arrears on 31 July, 30 October, 31 January and 30 April in each year (in each case, subject to adjustment for non-business days as set out in Condition 6 (Interest)). The first Interest Payment Date of the Series 1 Notes has been the one falling on 30 April 2013 and the first Interest Payment Date of the Series 2 Notes is the one falling on January 2017. Prior to the service of an Issuer Acceleration Notice, the rate of interest applicable to the Series A2 Notes for each Interest Period shall be the higher of (i) 0%(zero per cent) and (ii) the rate*

*offered in the euro-zone inter-bank market ("**EURIBOR**") (as determined in accordance with Condition 6 (Interest)), plus a margin equal to 0.30 per cent per annum for the Series 1 Notes and a margin equal to 0.25 per cent per annum for the Series 2 Notes.*

The Series 2 Notes will be limited recourse obligations solely of the Issuer. In particular, the Series 2 Notes will not be obligations or responsibilities of, or guaranteed by, the Representative of the Noteholders, the Principal Paying Agent, the Agent Bank, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, the Corporate Servicer, the Back-up Servicer Facilitator, the Subordinated Loan Provider, the Administrative Servicer, the Computation Agent, the Servicer (each as defined in "Key features – The principal parties"), Banco Popolare (in any capacity), the Initial Series 2 Notes Subscriber or the quotaholder of the Issuer. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

*The Series 2 Notes will mature on the Interest Payment Date (as defined below) which falls in October 2058 (the "**Maturity Date**"), subject as provided in Condition 8 (Payments). Before the Maturity Date, the Series 2 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 Series A2 Notes will be redeemed in priority to the Junior Notes and pari passu with the Series A1 Notes. If the Series A2 Notes cannot be redeemed in full on the Maturity Date as a result of the Issuer having insufficient funds available to it in accordance with the terms and conditions of the Notes (the "**Conditions**" and each, a "**Condition**") for application in or towards such redemption, including the proceeds of any sale of Claims 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 Series 2 Notes until the earlier of (i) the date on which the Series 2 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 Series 2 Notes shall be reduced to zero and deemed to be released by the holder of the relevant Series 2 Notes and the Series 2 Notes shall be cancelled.*

Payments under the Series A2 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 Series A2 Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount to any holder of Series 2 Notes of any Class.

*The Series A2 Notes are expected, on issue, to be rated A(high)(sf) by **DBRS Ratings Limited**, ("**DBRS**") and A1(sf) by **Moody's Investors Service Limited** ("**Moody's**"). As of the date of this Prospectus, each of DBRS and Moody's is established in the European Union and was registered on 31 October 2011 in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 and Regulation (EC) No. 462/2013 (the "**CRA Regulation**") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority (for the avoidance of doubt, such website does not constitute part of this Prospectus). 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 the assigning rating organization.*

*The Series A2 Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any other jurisdiction. Accordingly, the Series A2 Notes are being offered and/or sold only outside the United States in accordance with Regulation S under the Securities Act and may not be offered or sold within the United States, or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. See "**Subscription and Sale**". The Originator will subscribe for the Series 2 Notes and intend to retain them.*

*The Series 2 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 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 account with Monte Titoli or any depository banks appointed by the Relevant Clearing System), société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**"). The Series 2 Notes will be deposited by the Issuer with Monte Titoli 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 the Legislative Decree No. 58 of 24 February 1998 and with Regulation jointly issued by Commissione Nazionale per le Società e la Borsa ("**CONSOB**") and the Bank of Italy on 22 February 2008, as amended from time to time. No physical document of title will be issued in respect of the Notes.*

The Issuer has no assets other than the Claims and the Issuer's Rights (as defined in the Conditions) as described in this Prospectus as well as the claims purchased by the Issuer and the agreements entered into by the Issuer in relation to the Previous Securitisation (as defined in the Conditions) which, however, do not constitute collateral for the Notes and are not available to the Noteholders for any purpose.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Series A2 Notes, see the section entitled "Risk factors.

The date of this Prospectus is 27 October 2016.

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 Series 2 Notes which according to the particular nature of the Issuer and the Series 2 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.

*This Prospectus has been prepared on the basis that any offer of the Series 2 Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Series 2 Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Series 2 Notes which are the subject of the offering contemplated in this Prospectus may only do so in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to article 3 of the Prospectus Directive in relation to such offer. The Issuer has not authorised, and does not authorise, the making of any offer of the Series 2 Notes in circumstances in which an obligation arises for the Issuer, nor the Initial Series 2 Notes Subscriber to publish a prospectus for such offer.*

None of the Issuer, the Representative of the Noteholders or any other party to any of the Transaction Documents (as defined below), other than the Originator, has undertaken or will undertake any investigations, searches or other actions to verify the details of the Claims sold by the Originator to the Issuer, nor have the Issuer, the Representative of the Noteholders 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 Claims.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains or incorporates all information which is material in the context of the issuance and offering of the Series 2 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.

*Banco Popolare has provided the information under the sections headed "**The Portfolio**", "**The Originator, the Servicer and the Transaction Bank**", "**The Credit and Collection Policies**" and any other information contained in this Prospectus relating to itself, the collection and underwriting procedures relating to the Portfolio, the relevant Claims, the relevant Mortgage Loans and the relevant Mortgages (each as defined below) and accepts responsibility for the information contained in those sections. Banco Popolare has also provided the historical data used as assumptions to make the calculations contained in the section headed "**Estimated weighted average life of the Series A2 Notes and assumptions**" on the basis of which the information and assumptions contained in the same section have been extrapolated and accepts responsibility for such historical data. The Issuer accepts responsibility for the other information and assumptions contained in such section as described above. To the best of the knowledge of Banco Popolare (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 import of such information and data.*

*BNP Paribas Securities Services (London Branch) has provided the information under the section headed "**The Additional Transaction Bank**" and accepts responsibility for the information contained in that section, and to the best of the knowledge and belief of BNP Paribas Securities Services (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, BNP Paribas Securities Services (London Branch) has not, however, been involved in the preparation of, and does 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 Banco Popolare (in any capacity), the Representative of the Noteholders, the Issuer, the Corporate Servicer, the Administrative Servicer, the Back-up Servicer Facilitator, the Subordinated Loan Provider, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, the Quotaholder of the Issuer, 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 Series 2 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.

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 has 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 as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer and Banco Popolare in connection with the Series 2 Notes or their distribution.

*The Series 2 Notes constitute limited recourse obligations of the Issuer. Each Series 2 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 Claims and the other Issuer's Rights (as defined in the Conditions) will be segregated from all other assets of the Issuer and amounts deriving therefrom will only be available, both prior to and following a winding-up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Series 2 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 Agent Bank, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, the Corporate Servicer, the Back-up Servicer Facilitator, the Subordinated Loan Provider, the Administrative Servicer, the Computation Agent, the Servicer, Banco Popolare (in any capacity), the Initial Series 2 Notes Subscriber or the 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 Claims contemplated by this Prospectus (the "**Securitisation**" or the "**Transaction**"). 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 Series 2 Notes. Amounts derived from the Claims will not be available to any other creditors of the Issuer and will be applied by the Issuer in accordance with the applicable order of priority for the application of Issuer Available Funds (as defined below).*

The Issuer's rights, title and interest in and to the Portfolio and the other Issuer's Rights (as defined in the Conditions) may not be seized or attached in any form by the creditors of the Issuer other than the Noteholders, the Other Issuer Creditors in accordance with the Transaction Documents and any other third party creditors in respect of any taxes, costs, fees or expenses incurred by the Issuer in relation to the Transaction and to the corporate existence and good standing of the Issuer, until full redemption or cancellation of the Series 2 Notes and full discharge by the Issuer of its obligations vis-à-vis the Noteholders, the Other Issuer Creditors and any such third party.

The distribution of this Prospectus and the offer, sale and delivery of Series 2 Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Initial Series 2 Notes Subscriber 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 Series 2 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, Banco Popolare (in any capacity), or the Initial Series 2 Notes Subscriber 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 Claims, the Portfolio and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

*The Series 2 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**".*

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

*The Series 2 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 of the Series 2 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**".*

Each initial and each subsequent purchaser of a Series 2 Note will be deemed, by its acceptance of such Series 2 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**".*

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

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

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OVERVIEW OF THE TRANSACTION

The following information is a summary of the transactions and assets underlying the Series 2 Notes. It has to be read as an introduction to this Prospectus and is qualified in its entirety by reference to the detailed information presented elsewhere in this Prospectus and in the Transaction Documents.

Certain terms used in this section, but not defined, may be found in other sections of this Prospectus, unless otherwise stated.

1. THE PRINCIPAL PARTIES

Issuer	BPL Mortgages S.r.l., a limited liability company with sole quotaholder incorporated in the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"), having its registered office at via Alfieri, 1, 31015 Conegliano (Treviso), Italy, registered with the companies' register of Treviso-Belluno under number 04078130269, fiscal code and VAT number 04078130269, enrolled in the register of the special purpose vehicles held by Bank of Italy pursuant to the Bank of Italy's regulation dated 1 October 2014 with No. 33259.3, (the "**Issuer**"). The issued equity capital of the Issuer is entirely held by SVM Securitisation Vehicles Management S.r.l. and equal to Euro 12,000 (fully paid up). 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.
Shareholder	SVM Securitisation Vehicles Management S.r.l. is an Italian limited liability company with sole quotaholder (*società a responsabilità limitata con socio unico*), having its registered office at via Alfieri, 1, 31015 Conegliano (Treviso), Italy, registered with the companies' register held in Treviso, Italy, under number 03546650262, fiscal code and vat number 03546650262. Quota capital equal to Euro 30,000 (fully paid up).
Originator	Banco Popolare - Società Cooperativa, a bank incorporated as a co-operative company (*società cooperativa*) organised under the laws of the Republic of Italy, registered with the companies' register held in Verona, Italy, under number 03700430238, fiscal code and VAT number 03700430238, 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 5668, parent company of the "*Gruppo Bancario Banco Popolare*" registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act, having its registered office at Piazza Nogara, 2, 37121 Verona, Italy ("**Banco Popolare**" or "**BP**" or the

"**Originator**").

In the context of a reorganisation plan of the Gruppo Bancario Banco Popolare, effective from 1st June 2014, Credito Bergamasco S.p.A. ("**Creberg**") was merged into Banco Popolare and therefore Creberg was extinguished and, as expressly acknowledged and agreed between Banco Popolare and the Issuer in the Transaction Documents, Banco Popolare has assumed all the obligations and rights of Creberg arising from the agreements signed in the context of the Securitisation as of the date of such merger.

As a consequence, as used in this Prospectus, "Originator" or "Servicer" means Banco Popolare, in relation to the whole Portfolio (as defined below).

Representative of the Noteholders	BNP Paribas Securities Services, a French *société en commandite par actions* with capital stock of € 177,453,913, having its registered office at 3, Rue d'Antin, Paris, France, operating for the purpose hereof through its Milan branch offices at Via Ansperto, 5, 20123 Milan, Italy, registered with the companies' register held in Milan, at number 13449250151, fiscal code and VAT number 13449250151, enrolled in register of banks held by the Bank of Italy at number 5483 ("**BNPSS Milan Branch**"), or any other person for the time being acting as such, is the representative of the holders of the Notes (the "**Representative of the Noteholders**") pursuant to the Intercreditor Agreement (as defined below).
Administrative Servicer	Banco Popolare or any other person for the time being acting as such, is the administrative services provider to the Issuer (in such capacity, the "**Administrative Servicer**"). Pursuant to the terms of an administrative services agreement dated on or about the Initial Issue Date (the "**Administrative Services Agreement**"), as subsequently amended and integrated, the Administrative Servicer has agreed to provide certain administrative services to the Issuer.
Corporate Servicer	Securitisation Services S.p.A., a joint stock company (*società per azioni*) organised under the laws of the Republic of Italy, registered with the companies' register of Treviso-Belluno under number 03546510268, fiscal code and VAT number 03546510268, registered with the register of the financial intermediaries pursuant to article 106 of the Banking Act under number 50, directed and coordinated (*soggetta all'attività di direzione e coordinamento*) by Banca Finanziaria Internazionale S.p.A. and belonging to the banking group known as "Gruppo Banca Finanziaria Internazionale", registered with the register of the banking groups held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act under No. 3266 and having its registered office at via Alfieri, 1, 31015 Conegliano (Treviso), Italy, share capital of Euro 2,000,000 (fully paid up) ("**Securitisation Services**") or any other person for the time being

acting as such, is the corporate services provider to the Issuer (in such capacity, the "**Corporate Servicer**"). Pursuant to the terms of a corporate services agreement dated on or about the Initial Issue Date (the "**Corporate Services Agreement**"), as subsequently amended and integrated, the Corporate Servicer has agreed to provide certain secretarial services to the Issuer.

Servicer	Banco Popolare (in such capacity, the "**Servicer**") is administering the Portfolio on behalf of the Issuer pursuant to the terms of a servicing agreement executed on or about the Initial Issue Date by and between the Issuer, Banco Popolare and Creberg (before the merger into Banco Popolare) as subsequently amended and integrated (the "**Servicing Agreement**").
Computation Agent	BNPSS Milan Branch, or any other person for the time being acting as such, is the computation agent to the Issuer (in such capacity, the "**Computation Agent**") pursuant to the terms of an agency and accounts agreement dated on or about the Initial Issue Date between the Issuer, the Representative of the Noteholders, the Computation Agent, the Transaction Bank, the Principal Paying Agent and the Agent Bank (as amended and supplemented from time to time, the "**Agency and Accounts Agreement**").
Transaction Bank	Banco Popolare, or any other person for the time being acting as such, is the transaction bank to the Issuer in respect of the Cash Reserve Account (in such capacity, the "**Transaction Bank**") pursuant to the terms of the Agency and Accounts Agreement. The Transaction Bank has opened, and will maintain, the Cash Reserve Account in the name of the Issuer and will operate such account in the name and on behalf of the Issuer.
Additional Transaction Bank	BNP Paribas Securities Services, operating for the purpose hereof through its London Branch located at 10 Harewood Avenue, NW16AA, London, United Kingdom ("**BNP London Branch**") or any other person for the time being acting as such, is the additional transaction bank to the Issuer (in such capacity, the "**Additional Transaction Bank**") pursuant to the terms of the Agency and Accounts Agreement. The Additional Transaction Bank has opened, and will maintain, the Collection Account in the name of the Issuer and will operate such account in the name and on behalf of the Issuer.
Interim Account Bank	Banco Popolare, or any other person for the time being acting as such, is the interim account bank to the Issuer in respect of the Interim Account and the Expenses Account (in such capacity, the "**Interim Account Bank**") pursuant to the terms of the Agency and Accounts Agreement. The Interim Account Bank has opened, and will maintain, the Interim Account and the Expenses Account in the name of the Issuer and will operate such accounts in the name and on behalf of the Issuer.
Principal Paying	BNPSS Milan Branch, or any other person for the time being

Agent	acting as such, will be the principal paying agent (in such capacity, the "**Principal Paying Agent**") pursuant to the terms of the Agency and Accounts Agreement.
Agent Bank	BNPSS Milan 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.
Back-up Servicer Facilitator	Securitisation Services, or any other person for the time being acting as such, is the Back Up Servicer Facilitator pursuant to the terms of the Intercreditor Agreement.
Subordinated Loan Provider	Banco Popolare, pursuant to the terms of the Subordinated Loan Agreement.

2. SUMMARY OF THE NOTES

The Notes

On 21 December 2012 (the "**Initial Issue Date**") the Issuer has issued:

(a) € 2,440,400,000.00 Class A-2012 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A1 Notes**"); and

(b) € 1,148,455,000.00 Class B-2012 Mortgage-Backed Notes due 2058 (the "**Junior Notes**" and, together with the Series A1 Notes, the "**Series 1 Notes**").

On 28 October 2016 (the "**Subsequent Issue Date**"), the Issuer will issue € 995,100,000.00 Class A-2016 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A2 Notes**" and, together with the Series A1 Notes, the "**Class A Notes**" or the "**Senior Notes**").

The Junior Notes together with the Senior Notes, the "**Notes**".

"**Issue Date**" means, in respect of the Series 1 Notes, the Initial Issue Date and (ii) in respect of the Series 2 Notes, the Subsequent Issue Date.

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

Form and denomination of the Notes

The authorised denomination of the Series A2 Notes will be € 100,000.

The Notes will be held in dematerialised form on behalf of the beneficial owners as of the relevant Issue Date, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holder. Monte Titoli shall act as

depository for Clearstream and Euroclear. Title to the Notes will be evidenced by book entries in accordance with the provisions of article 83-bis of Italian legislative decree No. 58 of 24 February 1998 and regulation of 22 February 2008 jointly issued by the Bank of Italy and CONSOB, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Notes. The Class A Notes will be issued in denominations of Euro 100,000. The Junior Notes will be issued in denominations of Euro 1,000 and multiples thereof. The Issuer elects Ireland as Home Member State for the purpose of Directive 2004/109/EC, as subsequently amended and supplemented, in particular by Directive 2013/50/EU, of the European Parliament and of the Council of 22 October 2013 (the "**Transparency Directive**").

Ranking

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

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

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

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

2) In respect of the obligations of the Issuer to repay principal on the Notes prior to the service of an Issuer Acceleration Notice:

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

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

3) In respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice:

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

	(B) the Junior Notes will rank *pari passu* and without any preference or priority among themselves, but subordinated to payment in full of all amounts due under the Class A Notes.
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 have been paid by the Originator pursuant to the Initial Subscription Agreements) including the amounts payable to the various agents of the Issuer appointed in connection with the issue of the Notes, will be funded from the Issuer Available Funds and will therefore be included in the Priority of Payments.
Interest on the Notes	The Class A Notes will bear interest on their Principal Amount Outstanding from and including the relevant Issue Date at a rate equal to the higher of (1) 0% (*zero per cent*) and (2) the EURIBOR (as determined by the Agent Bank in accordance with the Conditions) plus a margin equal to 0.30 per cent per annum for the Series 1 Notes and a margin equal to 0.25 per cent per annum for the Series 2 Notes (each of such interest rate, the "**Interest Rate**"). The Junior Notes will bear interest in accordance with Conditions 6(c) (*Rate of interest on the Class A Notes*) and 6(d) (*Interest on the Junior Notes*). Interest on each Class of Notes will be payable in euro in arrear on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). "**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, the 31 January, 30 April, 31 July and 30 October of each year (or, if any such date is not a Business Day, that date will be the first preceeding day that is a Business Day, being the first Interest Payment Date of the Series 1 Notes the one falling on 30 April 2013 and the first Interest Payment Date of the Series 2 Notes the one falling on January 2017) and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement; "**Business Day**" means a day on which banks are open for business in Milan, Dublin and London and which is a TARGET

Settlement Day.

“**Principal Amount Outstanding**” means, on any day and

(A) in relation to each Class of the Series 1 Notes:

(i) the aggregate of the relevant Notes Initial Instalment Payments and of the relevant Notes Further Instalment Payments made in respect thereof, minus (ii) the aggregate 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; and

(B) in relation to each Class of the Series 2 Notes:

(i) the aggregate principal amount outstanding upon issue, minus (ii) the aggregate amount of all Principal Payments in respect of that Class of Notes which have become due and payable (and which have actually been paid) on or prior to that day.

“**Principal Payment**” has the meaning given in Condition 7(e) (*Mandatory redemption of the Notes*).

In relation to the Series A1 Notes, the relevant Notes Initial Instalment Payments means Euro 1,701,300,000.00 and the relevant Notes Further Instalment Payments means Euro 739,100,000.00 for an aggregate amount equal to Euro 2,440,400,000.00.

In relation to the Junior Notes, the relevant Notes Initial Instalment Payments means Euro 800,618,000.00 and the relevant Notes Further Instalment Payments means Euro 347,837,000.00 for an aggregate amount equal to Euro 1,148,455,000.00.

Legal maturity date of the Notes

Save as described below and unless previously redeemed in full and cancelled as provided in the Conditions, the Issuer shall redeem the Series 2 Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in October 2058 (the “**Maturity Date**”).

If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds available to it in accordance with the Conditions for application in or towards such redemption, including the proceeds of any sale of Claims 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 the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled. The Issuer has no assets other than those described in this Prospectus.

“**Cancellation Date**” means the earlier of (i) the last Business Day in October 2060; (ii) the date when the Portfolio Outstanding

Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off or sold by the Issuer (and the relevant purchase price is fully paid up), and in each of such circumstances the Issuer Available Funds have been fully applied in accordance with the applicable Priority of Payments);

The Issuer has no assets other than the Claims and the Issuer's Rights as described in this Prospectus as well as the portfolios acquired in the context of the Previous Securitisation (as defined in the Conditions) and the agreements entered into by the Issuer in relation to the Previous Securitisation which, however, do not constitute collateral for the Notes and are not available to the Noteholders for any purpose.

Taxation

Payments under the Series A2 Notes may, in certain circumstances referred to in the section headed *"Taxation in the Republic of Italy"* of this Prospectus, be subject to withholding for or on account of tax including, without limitation, a Law 239 Deduction. In such circumstances, a Noteholder of Series A2 Notes will receive interest payments amounts (if any) payable on the Series A2 Notes, net of such withholding tax.

Upon the occurrence of any withholding for or on account of tax from any payments under the Series A2 Notes, neither the Issuer, the Originator, the Representative of the Noteholders, the Paying Agent nor any other person shall have any obligation to pay any additional amount(s) to any Noteholders of Series A2 Notes.

Segregation of the Issuer's Rights

By operation of Italian law, the Issuer's Rights (as defined in the Conditions) are segregated from all other assets of the Issuer and amounts deriving therefrom will only be available, both prior to and following a winding-up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Class A Notes (the "**Class A Noteholders**" or the "**Senior Noteholders**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Senior Noteholders, the "**Noteholders**") each of the Other Issuer Creditors and any third-party creditor in respect of any taxes, costs, fees or expenses incurred by the Issuer in relation to the securitisation of the Claims (the "**Securitisation**" or the "**Transaction**") (together, the "**Issuer Creditors**").

The Issuer's Rights may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, the Other Issuer Creditors and any other third party creditors in respect of any taxes, costs, fees or expenses incurred by the Issuer in relation to the Transaction, until full redemption or cancellation of the Notes and full discharge by the Issuer of its obligations *vis-à-vis* the Noteholders, the Other Issuer Creditors and any such third party.

In addition, the Issuer has granted and will grant the following

security:

(a) an Italian law deed of pledge executed on or about the Initial Issue Date (the "**Italian Deed of Pledge**") pursuant to which the Issuer has created in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, concurrently with the issue of the Series 1 Notes, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Conditions, the Rules of the Organisation of Noteholders, the Italian Deed of Pledge and the Mandate Agreement); and

(b) an English law deed of charge and assignment executed on or about the Initial Issue Date as amended on 9 June 2014 and as may be further amended or supplemented from time to time (the "**English Deed of Charge and Assignment**" and the security created thereunder, together with the security created under the Italian Deed of Pledge, the "**Note Security**") pursuant to which the Issuer has granted in relation to the Series 1 Notes and will grant in relation to the Series 2 Notes in favour of the Representative of the Noteholders for itself and as trustee for the Noteholders and the other Issuer Secured Creditors, *inter alia*, (i) an English law charge over the Collection Account; (ii) an English law assignment by way of security of all the Issuer's rights under the provisions of the Agency and Accounts Agreement which are governed by English law (if any) and all other present and future contracts, agreements, deeds and documents governed by English law to which the Issuer is or may become a party in relation to the Notes, the Claims and the Portfolio; and (iii) a floating charge over all of the Issuer's assets which are subject to the assignments or charges described under (i) and (ii) above and not effectively assigned or charged thereunder.

Intercreditor Agreement

On or about the Initial Issue Date, the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, Banco Popolare (in any capacity), the Corporate Servicer, the Administrative Servicer and the Servicer (with the exception of the Issuer, the "**Other Issuer Creditors**") have entered into an intercreditor agreement (as amended and supplemented from time to time, 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 has been amended on or about the Subsequent Issue Date in respect of, *inter alia*, the purchase of the Subsequent Portfolio and the issuance of the Series 2 Notes. The Intercreditor Agreement is governed by Italian law.

Mandate Agreement	Pursuant to the terms of a mandate agreement dated on or about the Initial Issue Date (the "**Mandate Agreement**"), the Representative of the Noteholders is empowered to take such action in the name of the Issuer, following the delivery of an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors. The Mandate Agreement has been amended on or about the Subsequent Issue Date in respect of, *inter alia*, the purchase of the Subequent Portfolio and the issuance of the Series 2 Notes.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 to the Irish Stock Exchange for the Class A Notes to be admitted to the Official List and trading on its regulated market. No application has been made to list the Junior Notes on any stock exchange.
Ratings	The Series A1 Notes have been rated, on the Initial Issue Date, respectively, "A2(sf)" by Moody's Investors Service Limited ("**Moody's**") and "A(sf)" by DBRS Ratings Limited ("**DBRS**") and, together with Moody's, the "**Rating Agencies**"). The Series A1 Notes are rated, on or about the Interest Payment Date falling on 28 October 2016, "A1(sf)" by Moody's and "A(high)(sf)" by DBRS. The Series A2 Notes are expected, on issue, to be rated respectively "A1(sf)" and "A(high)(sf)" by Moody's and DBRS. The Series A1 Notes and the Series A2 Notes are expected to have the same rating on or about the Subsequent Issue Date. As of the date hereof, each of Moody's Investors Service Limited and DBRS Ratings Limited is established in the European Union, registered on 31 October 2011 in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 and Regulation (EC) No. 462/2013 (the "**CRA Regulation"**) and included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority (currently located at the following website address http://www.esma.europa.eu/page/List-registered-and-certified-CRAs, for the avoidance of doubt, such website does not constitute part of this Prospectus (the "**ESMA Website**"). 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.

A credit rating has not been sought for the Junior 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 the assigning rating organisation.

Selling restrictions There are restrictions on the sale of the Notes and on the distribution of information in respect thereof.

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

3. THE PORTFOLIOS

Transfer of the Initial Portfolio Pursuant to the terms of two transfer agreements dated 7 December 2012 (the "**Initial Signing Date**") and 14 March 2013 and two transfer agreements dated 7 December 2012 and 14 March 2013 between, respectively, the Issuer and Banco Popolare (the "**Banco Popolare Initial Transfer Agreements**") and between the Issuer and Creberg (before the merger into Banco Popolare) (the "**Creberg Transfer Agreements**" and, together with the Banco Popolare Initial Transfer Agreements, the "**Initial Transfer Agreements**"), the Issuer acquired from Banco Popolare and Creberg (before the merger into Banco Popolare), respectively, without recourse (*pro soluto*):

(a) the monetary claims and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Banco Popolare Initial Mortgage Loans**") owed to Banco Popolare (the "**Banco Popolare Initial Portfolio**"); and

(b) the monetary claims (the "**Creberg Claims**") and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Creberg Mortgage Loans**") owed to Creberg (before the merger into Banco Popolare) (the "**Creberg Portfolio**" and, together with the Banco Popolare Initial Mortgage Loans (the "**Initial Mortgage Loans**").

The Banco Popolare Initial Claims and the Creberg Claims are collectively referred to as the "**Initial Claims**" and the Banco Popolare Initial Portfolio and the Creberg Portfolio are collectively referred to as the "**Initial Portfolio**".

The payment of the purchase price of the Initial Claims has been paid by the Issuer through the proceeds coming from the issuance of the Series 1 Notes.

Transfer of the On 13 October 2016, the Issuer acquired from the Originator,

Subsequent Portfolio	without recourse (*pro soluto*), in accordance with the Securitisation Law, an additional pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising out of a portfolio (the "**Subsequent Portfolio"**) consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* the "**Subsequent Loans**") owed to Banco Popolare. The Subsequent Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 13 October 2016, executed by and between the Issuer and Banco Popolare. The Subsequent Claims and the Initial Claims are collectively referred to as the "**Claims**" and the Initial Portfolio and the Subsequent Portfolio are collectively referred to as the "**Portfolio**". The Initial Loans and the Subsequent Loans are collectively referred to as the "**Loans**". The payment of the purchase price of the Subsequent Claims to Banco Popolare will be financed by, and will be limited recourse to, the net proceeds of the issue of the Series 2 Notes on the Subsequent Issue Date.
Warranties in relation to the Portfolio	On 7 December 2012, the Issuer, Banco Popolare and Creberg (before the merger into Banco Popolare) entered into a warranty and indemnity agreement (the "**Initial Warranty and Indemnity Agreement**"), pursuant to which Banco Popolare and Creberg (before the merger into Banco Popolare) have given certain representations and warranties in favour of the Issuer in relation to the Initial Portfolio and have agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Initial Claims. Pursuant to the Initial Warranty and Indemnity Agreement, the Issuer may, in specific limited circumstances relating to a breach of representations in relation to the Initial Loans, require Banco Popolare to repurchase certain Initial Claims. The Initial Warranty and Indemnity Agreement is governed by Italian law. On 13 October 2016, the Issuer and Banco Popolare have entered into a warranty and indemnity agreement (the "**Subsequent Warranty and Indemnity Agreement**"), pursuant to which Banco Popolare has given certain representations and warranties in favour of the Issuer in relation to the Subsequent Portfolio and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Subsequent Claims. Pursuant to the Subsequent Warranty and Indemnity Agreement, the Issuer may, in specific limited circumstances relating to a breach of representations in relation to the Subsequent Loans, require Banco Popolare to repurchase certain Subsequent Claims. The Subsequent Warranty and Indemnity Agreement is governed by Italian law.
Servicing and	Pursuant to the terms of the Servicing Agreement, as amended and

collection procedures

supplemented on 13 October 2016, Banco Popolare has agreed to administer and service the Portfolio on behalf of the Issuer and, in particular, to:

(a) collect amounts due in respect thereof;

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

(c) commence and pursue any enforcement proceedings in respect of any borrowers who may default.

Any monies paid in respect of the Mortgage Loans (the "**Collections**") are initially paid to the Servicer.

The Collections are required to be transferred by the Servicer into the Interim Account by no later than the receipt date, for value as at the relevant receipt date in accordance with the procedure described in the Servicing Agreement. In particular, payments made: (i) through the direct debit mechanism will automatically pass from the current account of the relevant Borrower to the Interim Account; and (ii) by, respectively, cash, inter-banking direct debit of the Borrowers' bank account opened with a bank other than the Originator (*R.I.D. – rimessa interbancaria diretta*) and payment request (*MAV – mediante avviso*) will be credited by the Servicer on the Interim Account through an automatic process.

Collections in respect of the Mortgage Loans will be calculated by reference to successive three-month periods.

"**Collection Date**" means the 31 March, 30 June, 30 September and 31 December of each year.

"**Collection Period**" means (a) prior to the service of an Issuer Acceleration Notice, each trimester commencing on the first calendar day of January, April, July and October (included) of each year and ending on, respectively, the last calendar day of March, June, September and December (included) of each year until the full reimbursement of the Notes, being the first Collection Period related to the Initial Portfolio, the period commencing on the Initial Valuation Date (included) and ending on 31 March 2013 (included) and being the first Collection Period related to the Subsequent Portfolio, the period commencing on the Subsequent Valuation Date (included) and ending on 31 December 2016 (included), and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date.

The Servicer has undertaken to prepare and submit to the Computation Agent, the Rating Agencies, the Corporate Servicer, the Representative of the Noteholders and the Issuer, by no later than seven Business Days immediately following the end of each preceding Collection Period (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 the Portfolio, the Claims and the Collections in respect of the preceding Collection Period. The first Reporting Date referring to the Subsequent Portfolio, will be the 10 January 2017.

Servicing fees

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio, on each Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay to the Servicer, the following amounts:

(a) in connection with the collection of the Claims (other than the Defaulted Claims), an amount equal to 0,50 per cent. (on a yearly basis calculated according to the Act/360 method) of the Collections in respect of the Claims (other than the Defaulted Claims) in the immediately preceding Collection Period (including VAT where applicable);

(b) in connection with the management of the Claims of the relevant Portfolios (other than the Defaulted Claims), an annual fee of € 10,000.00 (including VAT where applicable) payable by the Issuer *pro quota* on each Interest Payment Date; and

(c) in connection with the recovery of the Defaulted Claims of the relevant Portfolios, an amount equal to 0,25 per cent. of the recoveries in respect of the Defaulted Claims collected in the immediately preceding Collection Period, (excluding VAT where applicable).

“***Crediti ad Incaglio***” means:

(a) “*Crediti Scaduti e/o Deteriorati*”, being Claims (A) classified as "*Esposizioni scadute e/o sconfinanti deteriorate*" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) after the Subsequent Valuation Date and (B) for which 180 days have elapsed from the expiry of the first instalment which has become Unpaid Instalment (*Rata Insoluta*). For the purposes of this definition, "*Esposizioni scadute e/o sconfinanti deteriorate*" indicates the corresponding category under Chapter "*Avvertenze Generali*", paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", Sub-Paragraph No. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as amended and supplemented from time to time by relevant provisions issued by the Bank of Italy; or

(b) “*Unlikely to Pay Claims*”, being Claims (A) classified as "*Inadempienze probabili* (unlikely to pay)" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) after the Subsequent Valuation Date and (B) for which 180 days have elapsed from the expiry of the first instalment which has become Unpaid Instalment (*Rata Insoluta*). For the purposes of this

definition, "*Inadempienze probabili* (unlikely to pay)" indicates the corresponding category under Chapter "*Avvertenze Generali*", Paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", Sub-Paragraph No. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as amended and supplemented from time to time by relevant provisions issued by the Bank of Italy.

"**Defaulted Claims**" means those Claims classified as "*Sofferenze*" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) as of the Subsequent Valuation Date. For the purpose of the present definition, "*Sofferenze*" means the corresponding category as defined in chapter "*Avvertenze Generali*", paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", sub-paragraph no. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as subsequently amended and supplemented by the relevant provisions issued by the Bank of Italy.

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 30 (thirty) calendar days, following the date on which it should have been paid under the terms of the relevant Mortgage Loan.

4. THE ACCOUNTS OF THE ISSUER

Account held with the Interim Account Bank

(A) Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Interim Account Bank:

(a) a euro-denominated current account into which, *inter alia*, the Servicer is required to deposit all the Collections as they are collected in accordance with the Servicing Agreement and all payments paid or advanced to the Issuer by the Originator, including any indemnity payments received by the Issuer, under the relevant Transfer Agreement, the Warranty and Indemnity Agreements and the Letter of Undertaking will be credited (the "**Interim Account**"); and

(b) a euro-denominated current account into which the Issuer has deposited € 50,000 (the "**Retention Amount**") on the Initial Issue Date (the "**Expenses Account**" and, together with the Interim Account, the "**Guaranteed Accounts**"). The Expenses Account will then be replenished on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer 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.

Account held with the Principal Paying Agent

(B) Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Principal Paying Agent a euro-denominated current account into which, *inter alia*, on the Business Day immediately preceding each Interest Payment Date, the Issuer is required to transfer from the other Transaction Accounts the amounts necessary to make the payments due in accordance with the applicable Priority of Payments (the "**Payments Account**").

Account held with the Additional Transaction Bank

(C) Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened the following account with the Additional Transaction Bank:

(a) a euro-denominated account with respect to the Claims (the "**Collection Account**" and together with a replacement Expenses Account (if opened in accordance with the Agency and Accounts Agreement), the "**Transaction Accounts**" and, any of them, a "**Transaction Account**") into which the Interim Account Bank will be required to transfer, on a daily basis, the balance standing to the credit of the Interim Account.

Account held with the Transaction Bank

(D) Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened the following accounts with the Transaction Bank a euro-denominated current account into which the Issuer will be required to deposit, *inter alia*,

(i) on the Initial Issue Date, €60,000,000.00 (sixty million), being the amount to be drawndown by the Issuer under the Subordinated Loan Agreement; plus € 4,000,000.00 (four million), being equal to a portion of the aggregate amounts collected under the Initial Mortgage Loans between the Initial Valuation Date (included) and the Initial Signing Date (but excluding those collections constituting repayment of principal and prepayments); and

(ii) on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, the amount (if any) necessary to replenish it so that the balance of the Cash Reserve Account equals the Target Cash Reserve Amount (the "**Cash Reserve Account**" and, together with the **Transaction Accounts**, the Guaranteed Accounts and the Payments Account, the "**Accounts**" and any one of them, the "**Account**").

In accordance with the Securitisation Law, the Issuer is a multi-purpose vehicle and in the context of the issuance of the Notes of the Previous Securitisation (as defined in the Conditions) has opened certain bank accounts. The sums standing from time to time to the credit of such bank accounts will not be available to the Issuer Creditors because, pursuant to the Securitisation Law, the assets relating to each securitisation transaction will constitute assets segregated for all purposes from the assets of the Issuer and

from the assets relating to other securitisation transactions. The assets relating to a particular securitisation transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to the general creditors of the Issuer.

The Issuer has also opened with Deutsche Bank 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 €12,000) has been deposited and will remain deposited therein for so long as all notes issued (including those issued in the context of the Previous Securitisation) or to be issued by the Issuer (including the Notes) have been paid in full.

Provisions relating to the Transaction Bank

Pursuant to the Agency and Accounts Agreement, the Transaction Bank has agreed to provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies and securities, as applicable, from time to time standing to the credit of the Cash Reserve Account.

If the Transaction Bank ceases to be an Eligible Institution for the purposes of the Cash Reserve Account,

(a) the Transaction Bank holding the Cash Reserve Account will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof; and will act on a best effort basis in order to, by no later than 20 (twenty) calendar days' from the date on which the relevant downgrading occurs, select a leading bank:

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

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

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

   (i) appoint the Additional Transaction Bank where the replacement Collection Account and the replacement Expenses Account (if opened in accordance with the Agency and Accounts Agreement) are (or will be) held as replacement Transaction Bank (and will notify in advance the Representative of the Noteholders and the Rating Agencies thereof also in accordance with the Interecreditor Agreement);

   (ii) open a replacement Cash Reserve Account with the replacement Transaction Bank specified in (b)(i) above;

   (iii) transfer the balance standing to the credit of the Cash Reserve Account to the credit of the relevant replacement account set out above;

(iv) close the Cash Reserve Account once the steps under (i), (ii) and (iii) are completed; and

(v) terminate the appointment of the Transaction Bank in respect of the Cash Reserve Account (and will notify the Representative of the Noteholders and the Rating Agencies thereof also in accordance with the Intercreditor Agreement) once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the transfer of funds referred under (b) above shall be borne by the replaced Transaction Bank.

Provisions relating to the Additional Transaction Bank

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

If the Additional Transaction Bank ceases to be an Eligible Institution,

(a) the Additional Transaction Bank will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof and will act on a best effort basis in order to, by no later than 20 (twenty) calendar days' from the date on which the relevant downgrading occurs, select a leading bank:

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

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

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

(i) appoint that bank specified above as successor Transaction 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 Additional Transaction Bank, shall agree to become bound by the provisions of The Agency and Accounts Agreement, the Intercreditor Agreement and of any other agreement providing for, *mutatis mutandis*, the same obligations contained in the Agency and Accounts Agreement for the Transaction Bank;

(ii) open a replacement Collection Account and a

replacement Expenses Account (if opened in accordance with the Agency and Accounts Agreement) with the successor Additional Transaction Bank specified in (a) above; and procure that a legal, valid and binding guarantee substantially in the form of the Deed of Charge is created thereon;

(iii) transfer the balance standing to the credit of, respectively, the Collection Account and the Expenses Account (if opened in accordance with the Agency and Accounts Agreement) to the credit of each of the relevant replacement accounts set out above;

(iv) close the Collection Account and the Expenses Account (if opened in accordance with the Agency and Accounts Agreement) once the steps under (i), (ii) and (iii) are completed; and

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

provided that:

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

(d) in case the successor Additional Transaction Bank is not selected within the term under clause (a) above, the Issuer, with the cooperation of the Representative of the Noteholders, will select such successor Additional Transaction Bank being an Eligible Institution.

Provisions relating to the Principal Paying Agent

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

(a) the Principal Paying Agent will notify the Issuer, the Representative of the Noteholders and the Rating Agencies thereof and will act on a best effort basis in order to, by no later than 20 (twenty) calendar days' from the date on which the relevant downgrading occurs, select a leading bank:

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

(ii) which is an Eligible Institution, willing to act as successor Principal Paying Agent thereunder; and

(b) the Issuer will, by no later than 30 (thirty) calendar days'

from the date on which the relevant downgrading occurs,

(i) appoint 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 relevant agreement providing for, mutatis mutandis, the same obligations contained in in the Agency and Accounts Agreement for the Principal Paying Agent;

(ii) open a replacement Payments Account with the successor Principal Paying Agent specified in (a) above, and procure that a legal, valid and binding guarantee substantially in the form of the Deed of Pledge is created thereon;

(iii) transfer the balance standing to the credit of the Payments Account to the credit of the relevant replacement account set out above;

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

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

provided that:

(c) the administrative costs incurred with respect to the selection of a 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 and the transfer of funds referred under (b) above shall be borne by the replaced Principal Paying Agent; and

(d) in case the successor Principal Paying Agent is not selected within the term under clause (a) above, the Issuer, with the cooperation of the Representative of the Noteholders, will select such successor Principal Paying Agent being an Eligible Institution.

"**Eligible Institution**" means:

(I) with respect to any entity (other than BP acting as Transaction Bank or Additional Transaction Bank),

(A) 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 long-term unsecured and

unsubordinated debt obligations are rated at least:

"A2" by Moody's; and

"A" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or, in the absence of any rating supplied by DBRS, "A" or "A2" by at least two of Fitch, S&P or Moody's (provided that if such public rating is under credit watch negative, or equivalent, then such rating will be considered one notch below);

(B) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America whose long-term unsecured and unsubordinated debt obligations are rated at least:

"A2" by Moody's; and

"A" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or, in the absence of any rating supplied by DBRS, "A" or "A2" by at least two of Fitch, S&P or Moody's (provided that if such public rating is under credit watch negative, or equivalent, then such rating will be considered one notch below); and

(II) with respect to BP acting as Additional Transaction Bank, BP

(A) for so long as its long-term deposit are rated at least "Baa3" by Moody's; and

(1)

(B) for so long as (i) its long-term, unsecured and unsubordinated debt obligations are rated at least "BBB (low)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS); or (ii) the rating one notch below the BP's Critical Obligations Rating (COR) given by DBRS is at least "BBB (low);

(III) with respect to BP acting as Transaction Bank, BP

(A) for so long as its long-term deposit are rated at least "Ba3" by Moody's; and

(2)

(B) for so long as (i) its long-term, unsecured and unsubordinated debt obligations are rated at least "BBB (low)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or (ii) the rating one notch below the BP's Critical Obligations Rating (COR) given by DBRS is at least "BBB (low);

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

Computation Agency

Pursuant to the Agency and Accounts Agreement, the Computation Agent has agreed to provide the Issuer with certain calculation, notification and reporting services in relation to the Claims and the Notes. By no later than 3 (three) Business Days prior to each Interest Payment Date (each such date, a "**Calculation Date**") or, upon request by the Representative of the Noteholders, following the delivery of an Issuer Acceleration Notice, the Computation Agent will calculate, based, *inter alia*, on the Statements of the Guaranteed Accounts and on the Statements of the Transaction Accounts, the Issuer Available Funds and the payments to be made under the Priority of Payments set out below and will prepare a report (the "**Payments Report**") setting forth, *inter alia*, each of the above amounts and will deliver the Payments Report to, *inter alia*, the Issuer, the Servicer, the Corporate Servicer, the Rating Agencies, the Principal Paying Agent, the Interim Account Bank, the Transaction Bank and the Representative of the Noteholders.

In addition, the Computation Agent has agreed to prepare and deliver (by no later than five Business Days immediately following each Interest Payment Date) to, *inter alia*, the Issuer, the Servicer, the Corporate Servicer, the Rating Agencies, the Principal Paying Agent, the Interim Account Bank, the Transaction Bank, the Representative of the Noteholders, a report substantially in the form set out in the Agency and Accounts Agreement (the "**Investor Report**") containing details of, *inter alia*, the Claims, amounts received by the Issuer from any source during the preceding Collection Period, amounts paid by the Issuer during such Collection Period and amounts paid by the Issuer on the immediately preceding Interest Payment Date.

In carrying out its duties, the Computation Agent will be entitled to rely on certain information provided to it by, amongst others, the Servicer, the Interim Account Bank, the Transaction Bank, the Agent Bank, the Issuer and the Computation Agent will not be liable for any omission or error in so doing, save as are caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

Payments under the Notes

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

5. PRIORITY OF PAYMENTS

Issuer Available Funds

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

"**Issuer Available Funds**" means:

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

a) the amount standing to the credit of the Collection Account and of the Payments Account as at the end of the Collection Period immediately preceding the relevant Calculation Date consisting of, *inter alia*:

i) payment of interest and repayment of principal under the Mortgage Loans,

ii) any collections and/or recovery in respect of Defaulted Claims including any disposal proceeds deriving from the sale of any Defaulted Claims,

iii) any amount received by the Issuer under any of the Transaction Documents during the preceding Collection Period,

iv) all amounts of interest accrued in respect of any of the Transaction Accounts and the Cash Reserve Account and paid during the Collection Period immediately preceding such Calculation Date, and

b) the Cash Reserve as at the relevant Calculation Date necessary to pay amounts due under items from (First) to (Fourth) (included) of the Pre-Enforcement Priority of Payments in the event of a shortfall of the Issuer Available Funds in respect of such amounts on the relevant Interest Payment Date, provided that the Cash Reserve could be fully utilised (i) starting from the Interest Payment Date on which the Class A Notes are repaid in full, (ii) if by doing so the Class A Notes will be fully redeemed on that Interest Payment Date and (iii) on the earlier of (a) the Maturity Date and (b) the first Interest Payment Date on which the Post – Enforcement Priority of Payments applies;

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

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

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

On any Interest Payment Date, the Issuer will apply the Issuer Available Funds, after making payments ranking in priority thereto, in accordance with the Pre-Enforcement Priority of Payments, in redemption of the Class A Notes up to the relevant Principal Amount Oustanding in accordance with the provisions of the Pre-Enforcement Priority of Payments and the Conditions.

"**Insurance Premia**" means the insurance premia paid by the Originator and which are due to the Originator by the Issuer in accordance with the Transfer Agreements.

"**Rateo Amount**" has the meaning given to the term "*Ratei*" in the relevant Transfer Agreement and "Rateo Amounts" means the aggregate of the Rateo Amount of each Transfer Agreement;

"**Originator's Claims**" means, collectively, the monetary claims that the Originator may have from time to time against the Issuer under the relevant Transfer Agreements (other than in respect of the relevant Purchase Price) and the Warranty and Indemnity Agreements, and including, without limitation, the relevant Rateo Amounts, the relevant Insurance Premia, the interest on the relevant Purchase Price and all amounts due and payable to the Originator for the repayment of any loan granted to the Issuer under clause 12.4 of the relevant Transfer Agreements and clause 6.4.3 of the Warranty and Indemnity Agreements.

"**Servicer's Advance**" means those amounts due to the Servicer under clause 12.5.4 of the Servicing Agreement.

Pre-Enforcement Priority of Payments

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

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

(A) any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Banco Popolare under the Letter of Undertaking);

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

(C) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders

or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(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 and expenses of and all other amounts due and payable to the Representative of the Noteholders, or any appointee thereof; and

(B) 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 due and payable to, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Back-up Servicer Facilitator, the Servicer (including any amount due to the Servicer as Servicer's Senior Reimbursements), the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Transaction Bank and the Additional Transaction Bank each, under the Transaction Document(s) to which it is a party;

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

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

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

(vii) *seventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator in respect of the relevant Rateo Amounts (if any) under the terms of the Transaction Documents;

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*,according to the respective amounts thereof, of all amounts of interest and principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

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

(A) all amounts due and payable to the Originator in respect of the Originator's Claims (if any) under the

terms of the Transaction Documents;

(B) all amounts due and payable to the Servicer as (i) Servicer's Advance (if any) and/or (ii) Servicer's Junior Reimbursements, under the terms of the Servicing Agreement; and

(C) all amounts due and payable to Banco Popolare in connection with the granting of a limited recourse loan under the Letter of Undertaking;

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

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

(xii) *twelfth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

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

provided, however, that, should the Computation Agent not receive within five Business Days from the relevant Reporting Date the Servicer Report necessary for it to prepare the Payments Report in respect of any Calculation Date, the Computation Agent shall promptly inform the Issuer, the Rating Agencies and the Representative of the Noteholders (the "**Servicer Report Delivery Failure Event**").

On or prior to any such Calculation Date, based on the information available as of such date, the Computation Agent will calculate:

(I) the interest payable in respect of the Class A Notes on the immediately following Interest Payment Date;

(II) the fees payable to the Servicer on the immediately following Interest Payment Date pursuant to item (iii) of the Pre-Enforcement Interest Priority of Payments which shall be assumed to be equal to the amount specified in the last available Servicer Report; and

(III) without duplication of (b) above, the payments (if any) to be made on the immediately following Interest Payment Date pursuant to items from (i) to (iv) of the Pre-Enforcement Interest Priority of Payments,

and, based on the information listed above, will compile a payments report in substantially the form attached hereto as schedule 5 to the Agency and Accounts Agreement (the "**Provisional Payments Report**").

Following distribution of the Provisional Payments Report, the Computation Agent will promptly prepare an instruction for the payment of the amounts detailed in the relevant Provisional Payments Report to be submitted to the Issuer for authorisation purposes and to be forwarded to the Principal Paying Agent once signed by the Issuer.

On the Interest Payment Date immediately following the occurrence of a Servicer Report Delivery Failure Event all sums available to the Issuer after payment of all amounts due and payable from (i) to (iv) of the Pre-Enforcement Priority of Payments will be applied by the Issuer:

(i) *first*, to the credit of the Cash Reserve Account the amount necessary to replenish it so that the Cash Reserve standing to the credit of the Cash Reserve Account equals the Target Cash Reserve Amount (if any); and

(ii) *second*, to the credit of the Collection Account.

On the Calculation Date immediately following the Interest Payment Date on which a Servicer Report Delivery Failure Event has occurred (the "**Partial Distribution Interest Payment Date**"), subject to receipt of the relevant Servicer Report, the Computation Agent will make any necessary adjustment to take into account any differences and/or discrepancies between (i) the amounts paid on the immediately preceding Partial Distribution Interest Payment Date on the basis of the Provisional Payments Report and (ii) the actual amounts that would have been due on such Interest Payment Date had the relevant Servicer Report been delivered.

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.

Post-Enforcement Priority of

Following the service of an Issuer Acceleration Notice, or, in the event that the Issuer opts for the early redemption of the Notes

Payments

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

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

(A) any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Banco Popolare under the Letter of Undertaking);

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

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

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

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

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses due and payable to, the Principal Paying Agent, the Agent Bank, the Computation Agent,

the Back-up Servicer Facilitator, the Servicer (including any amount due to the Servicer as Servicer's Senior Reimbursements), the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Transaction Bank and the Additional Transaction Bank each, under the Transaction Document(s) to which it is a party;

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

(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 towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator in respect of the relevant Rateo Amounts (if any) under the terms of the Transaction Documents;

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

(A) all amounts due and payable to the Originator in respect of the relevant Originator's Claims (if any) under the terms of the Transaction Documents;

(B) all amounts due and payable to the Servicer as (i) Servicer's Advance (if any) and/or (ii) Servicer's Junior Reimbursements, under the terms of the Servicing Agreement; and

(C) all amounts due and payable to Banco Popolare in connection with the granting of a limited recourse loan under the Letter of Undertaking;

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*,according to the respective amounts thereof, of all amounts of interest and principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

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

(x) *tenth*, 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

(xi) *eleventh*, up to but excluding the Post-Enforcement Final Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of the Junior

Notes Remuneration at such date,

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

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

6. EVENTS OF DEFAULT

If any of the following events occurs (each, an "**Event of Default**"):

(i) *Non-payment*:

(a) the Issuer fails to repay any amount of principal due and payable in respect of the Class A Notes on the Maturity Date (provided that a 3 (three) Business Days' grace period shall apply and further provided that non payment of principal on the Notes due to the Servicer not having provided the Servicer Report (as described in Condition 3(d) (*Pre-Enforcement Priority of Payments*) shall not constitute an Event of Default) or fails to pay any Interest Amount within five days of the relevant Interest Payment Date; or

(b) having enough Issuer Available Funds available in accordance with the applicable Order of Priority to pay the amount of principal then due and payable on the Class A Notes, the Issuer defaults in the payment of such amount for a period of 3 (three) Business Days from the due date thereof (provided that non payment of principal on the Notes due to the Servicer not having provided the Servicer Report (as described in Condition 3(d) (*Pre-Enforcement Priority of Payments*)) shall not constitute an Event of Default); 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 (other than any obligation for the payment of principal or interest due and payable on the Class A Notes), the Intercreditor Agreement or any other Transaction Document to which it is a party and such default is, in the sole 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 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:

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

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

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Class A 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 or the Transaction Documents to which the Issuer is a party.

then (subject to Condition 10(b) (*Consequences of service of an Issuer Acceleration Notice*)), the Representative of the Noteholders may, at its sole discretion, and shall:

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

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

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

(a) in the case of the occurrence of any of the events mentioned under point (ii) above (*Breach of other obligations*) and under point (iii) above (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(b) in each case, the Representative of the Noteholders shall have been indemnified and/or secured 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.

Consequences of service of an Issuer Acceleration Notice

Upon the service of an Issuer Acceleration Notice (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date in accordance with Condition 6(j) (*Interest Amount Arrears*), without further action, notice or formality; (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 Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement.

7. REDEMPTION OF THE NOTES

Optional redemption of the Notes

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

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

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

(c) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice to the Bank of Italy of its intention to redeem all Classes of Notes (in whole but not in part).

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

Optional redemption for taxation, legal or regulatory reasons

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) or the Class A Notes only, if all the Junior Noteholders consent, at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of

Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Class A Notes only, if all the Junior Noteholders consent) and to make all payments ranking in priority, or *pari passu*, thereto (plus any additional taxes payable by the Issuer by reason of such early redemption of the Notes), on any Interest Payment Date if, by reason of a change in law or the interpretation or administration thereof since the Initial Issue Date:

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

(b) either the Issuer or any paying agent appointed in respect of the Class A Notes or any custodian of the Class A Notes is required to deduct or withhold any amount (other than in respect of a Law 239 Deduction) in respect of any Class of Class A Notes, from any payment of principal or interest on such Interest Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Class A Notes before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Mortgage Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

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

subject to the Issuer:

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

(ii) providing to the Representative of the Noteholders:

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

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

a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under: (i) the Notes (or the Class A Notes only, if all the Junior Noteholders consent) and any obligations ranking in priority, or *pari passu*, thereto; and (ii) any additional taxes payable by the Issuer by reason of such early redemption of the Notes.

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

Mandatory redemption

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

The principal amount redeemable in respect of each Note on any Interest Payment Date (each, a "**Principal Payment**") shall be a *pro rata* share of the Issuer Available Funds determined in accordance with the provisions of this Condition and the Pre-Enforcement Priority of Payments to be available to redeem Notes of the relevant Class on such date, calculated by reference to the ratio borne by the then Principal Amount Outstanding of such Note to the then Principal Amount Outstanding of the Notes of such Class (rounded down to the nearest cent), provided always that no such Principal Payment may exceed the Principal Amount Outstanding of the relevant Note.

Estimated weighted average life of the Series A2 Notes and

The actual weighted average life of the Series A2 Notes cannot be predicted as the actual rate at which the Mortgage Loans will be repaid and a number of other relevant factors are unknown.

assumptions Calculations of the estimated weighted average life of the Series A2 Notes have been based on certain assumptions including, *inter alia*, the assumptions that the Mortgage Loans are subject to a constant payment rate as shown in "*Estimated weighted average life of the Series A2 Notes and assumptions*".

The estimated weighted average life of the Series A2 Notes, at various assumed constant payment rates for the Mortgage Loans, is set out under "*Estimated weighted average life of the Series A2 Notes and assumptions*".

8. CREDIT STRUCTURE

Cash Reserve On the Initial Issue Date, the Issuer has established a reserve fund in the Cash Reserve Account.

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

The Cash Reserve Account has been funded on the Initial Issue Date in an amount equal to € 64,000,000.00 (sixty-four million), (i) 60,000,000.00 (sixty million), being the amount to be drawndown under the Subordinated Loan Agreement, and (ii) € 4,000,000.00 (four million), being equal to a portion of the aggregate amounts collected under the Mortgage Loans between the Initial Valuation Date (included) and the Initial Signing Date (but excluding those collections constituting repayment of principal and prepayments).

On the Interest Payment Date falling on 28 October 2016 the Cash Reserve Account will be credited of Euro 64,000,000.00 pursuant to item (*fifth*) of the Pre-Enforcement Priority of Payments.

On each Interest Payment Date, the Cash Reserve will be increased or replenished, as the case may be, up to the Target Cash Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments.

On each Calculation Date, the Cash Reserve (or part of it) will be used to augment the Issuer Available Funds to meet any shortfall of the Issuer Available Funds in respect of payments ranking as items (*First)* to *(Fourth)* of the Pre-Acceleration Order of Priority *provided that* the Cash Reserve could be fully utilised (i) starting from the Interest Payment Date on which the Class A Notes are repaid in full, (ii) if by doing so the Class A Notes will be fully redeemed on the relevant Interest Payment Date and (iii) on the earlier of (a) the Maturity Date and (b) the first Interest Payment Date on which the Post – Enforcement Priority of Payments applies.

"**Target Cash Reserve Amount**" means the amount equal to € 64,000,000.00 save that the Target Cash Reserve Amount will be reduced to zero in respect of the Interest Payment Date on which

the Class A Notes are redeemed in full.

Letter of Undertaking	Pursuant to a letter of undertaking in relation to the Issuer (the "**Letter of Undertaking**") dated on or about the Initial Issue Date between the Issuer, the Representative of the Noteholders, Banco Popolare and Creberg (before the merger into Banco Popolare) (in such capacity, the "**Financing Bank**"), the Financing Banks have undertaken to provide the Issuer with all necessary monies (in any form of financing deemed appropriate by the Representative of the Noteholders, for example by way of a subordinated loan, the repayment of which is effected in compliance with item (ix)(C) of the Pre-Enforcement Priority of Payments or, as the case may be, item (vii)(C) of the Post-Enforcement Priority of Payments) in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of certain exceptional liabilities set out in the Letter of Undertaking.

RISK FACTORS

Investing in the Series 2 Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Series 2 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 Series 2 Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Series 2 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 Series 2 Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

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

RISK FACTORS IN RELATION TO THE SERIES 2 NOTES

Securitisation Law

As of the date of this Prospectus, only limited interpretation of the application of the Securitisation Law has been issued by Italian governmental or regulatory authority; therefore it is possible that further regulations, relating to the Securitisation Law or the interpretation thereof, are issued in the future, the impact of which cannot be predicted by the Issuer or any other party to the Transaction Documents, as of the date of this Prospectus. It should be noted that:

(a) Law Decree No. 145 of 23 December 2013 ("*Interventi urgenti di avvio del piano "Destinazione Italia", per il contenimento delle tariffe elettriche e del gas, per la riduzione dei premi RC-auto, per l'internazionalizzazione, lo sviluppo e la digitalizzazione delle imprese, nonché misure per la realizzazione di opere pubbliche ed EXPO 2015*") converted with amendments into Law No. 9 of 21 February 2014 (the "**Law 9/2014**"); and

(b) 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 normativa europea*") converted with amendments into Law No. 116 of 11 August 2014 (the "**Law 116/2014**");

introduced certain amendments to the Securitisation Law for the purpose of improving the Securitisation Law by granting additional legal benefits to the entities involved in securitisation transactions in Italy and by better clarifying certain provisions of the Securitisation Law. For further details with respect to such amendements, please see the

paragraphs headed *Rights of set-off, Risk of Losses associated with Borrowers* below and the section headed *Selected aspects of Italian Law – The Securitisation Law*.

Suitability

Prospective investors should determine whether an investment in the Series 2 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 Series 2 Notes and to arrive at their own evaluation of the investment.

Investment in the Series 2 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 Series 2 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 Series 2 Notes for a substantial period of time, if at all.

Prospective investors in the Series 2 Notes should make their own independent decision whether to invest in the Series 2 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 Series 2 Notes should not rely on or construe any communication (written or oral) of the Issuer, the Originator or the Initial Series 2 Notes Subscriber as investment advice or as a recommendation to invest in the Series 2 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 Series 2 Notes.

No communication (written or oral) received from the Issuer, the Initial Series 2 Notes Subscriber or the Originator or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Series 2 Notes.

Performance of the Portfolio

The Portfolio comprises residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* and which were classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy's supervisory regulations as at the relevant Valuation Date. The Portfolio has characteristics that show the capacity to produce funds to service payments due on the Series 2 Notes. However, there can be no guarantee that the Borrowers will not default under such Mortgage Loans or that they will continue to perform they relevant payment obligations. It should be noted that adverse changes in economic conditions may affect the ability of the Borrowers to repay the Mortgage Loans.

The recovery of overdue amounts in respect of the Mortgage Loans will be affected by the length and by the effectiveness 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, as well as depend on several other factors. These factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Mortgage Loans and the Mortgages; (ii) obtaining title deeds from land registries which are in the process of digitising their records can take up to two (2) or three (3) years; and (iii)

further time is required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) and if the Borrower raises a defence or counterclaim to the proceedings. In the Republic of Italy it takes an average of six (6) to seven (7) years from the time lawyers commence enforcement proceedings to the time an auction date is set for the forced sale of any assets. In this respect, it is to be taken into account that Italian Law No. 302 of 3 August 1998 ("*Norme in tema di espropriazione forzata e di atti affidabili ai notai*") (the "Law No. 302") has allowed notaries to conduct certain stages of the foreclosure procedures in place of the courts and that by means of Law No. 80 of 14 May 2005 ("*Conversione in legge, con modificazioni, del decreto-legge 14 marzo 2005, n. 35, recante disposizioni urgenti nell'ambito del Piano di azione per lo sviluppo economico, sociale e territoriale. Deleghe al Governo per la modifica del codice di procedura civile in materia di processo di cassazione e di arbitrato nonché per la riforma organica della disciplina delle procedure concorsuali*") extends such activity to lawyers, certified accountants and fiscal experts enrolled in a special register. The reforms are expected to reduce the length of foreclosure proceedings by between two (2) and three (3) years, although at the date of this Prospectus, the impact which the mentioned laws will have on the Mortgage Loans comprised in the Portfolio cannot be fully assessed. See the section headed "*Selected aspects of Italian law*".

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

No independent investigation in relation to the Portfolio

None of the Issuer, the Initial Series 2 Notes Subscriber or any other party to the Transaction Documents (other than Banco Popolare) has undertaken or will undertake any investigation, searches or other actions to verify the details of the Claims and the Portfolio, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Borrowers or any other debtor thereunder. There can be no assurance that the assumptions used in modelling the cash flows of the Claims and the Portfolio accurately reflect the status of the underlying Mortgage Loans.

None of the Issuer nor any other party to the Transaction Documents (other than Banco Popolare) has carried out any due diligence in respect of the Mortgage Loan Agreements in order to, without limitation, ascertain whether or not the Mortgage Loan Agreements contain provisions limiting the transferability of the Claims.

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

The parties to the Warranty and Indemnity Agreements have expressly agreed, pursuant to

clause 8.5 thereof, that the Warranty and Indemnity Agreements will expire, save as otherwise provided therein, on the day falling on one year and one day after the earlier of (i) the day on which the Notes have been paid in full; and (ii) the Cancellation Date and, therefore, claims for a breach of representation or warranty given by the Originator may be pursued against the Originator until that term. However, there is a possibility that legal actions initiated for breach of some representations or warranties are nonetheless subject to a one year statutory limitation period if article 1495 of the Italian civil code (which regulates ordinary sales contracts (*contratti di compravendita*)) is held to apply to the Warranty and Indemnity Agreements.

Liquidity and credit risk

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

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

In each case the performance by the Issuer of its obligations thereunder is dependent on the solvency of the Servicer (or any permitted successors or assignees appointed under the Servicing Agreement) as well as the timely receipt of any amount required to be paid to the Issuer by the various agents and counterparts of the Issuer pursuant to the terms of the Transaction Documents. It is not certain that the Servicer will duly perform at all times its obligations under the Servicing Agreement and that a suitable alternative Servicer could be available to service the Portfolio if Banco Popolare become insolvent or its appointment under the Servicing Agreement is otherwise terminated.

In addition, 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. It should be noted, however, that such risk has been mitigated by the recent amendments made to the Securitisation La w in respect to the segregation of the accounts opened in the context of securitisation transactions (please see paragraph entitled "*Claims of unsecured creditors of the Issuer*" below).

In some circumstances (including after service of a Trigger Notice), the Issuer could attempt to sell the Portfolio, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders.

Recent events in the securitisation markets, as well as the debt markets generally, have caused significant dislocations, illiquidity and volatility in the market for residential mortgage-backed securities, as well as in the wider global financial markets. As at the date of this Prospectus, the secondary market for residential mortgage-backed securities is continuing to experience disruptions resulting from, among other factors, reduced investor demand for such securities. This has had a materially adverse impact on the market value of residential mortgage-backed securities and resulted in the secondary market for residential mortgage-backed securities experiencing very limited liquidity. Structured investment vehicles, hedge funds, issuers of collateralised debt obligations and other similar entities

have been experiencing funding difficulties and have been forced to sell residential mortgage-backed securities into the secondary market. The price of credit protection on residential mortgage-backed securities through credit derivatives has risen materially. Limited liquidity in the secondary market may continue to have an adverse effect on the market value of residential mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, whilst these market conditions continue to persist, an investor in the Series 2 Notes may not be able to sell or acquire credit protection on its Series 2 Notes readily and market values of the Series 2 Notes are likely to fluctuate. Any of these fluctuations may be significant and could result in significant losses to Noteholders.

It is not known for how long these market conditions will continue and it cannot be assured that these market conditions will not continue to occur or whether they will become more severe.

Interest rate risk

The Claims have or may have interest payments calculated on a fixed rate basis or a floating rate basis (which may be different from the EURIBOR applicable under the Series A2 Notes, may have different fixing mechanism and may be capped to a certain maximum level), whilst the Series A2 Notes will bear interest at a rate based on the one month EURIBOR, determined on each Interest Determination Date, subject to and in accordance with the Conditions. As a result, there could be a rate mismatch between interest accruing on the Series A2 Notes and on the Portfolio. As a result of such mismatch, an increase in the level of the one month EURIBOR, could adversely impact the ability of the Issuer to make payments on the Series A2 Notes.

Limited nature of credit ratings assigned to the Series A2 Notes

The credit rating assigned to (i) the Series A2 Notes reflects the Rating Agencies' assessment of the likelihood of ultimate repayment of principal and interest on or before the Final Maturity Date; and (ii) the Series A2 Notes reflects the Rating Agencies' assessment of the likelihood of timely payment of interest (pursuant to the Transaction Documents) and the ultimate repayment of principal and interest on or before the Final Maturity Date, not that such repayment of principal will be paid when expected or scheduled. 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 likelihood that the principal will be redeemed on the Series A2 Notes, as expected, on the scheduled redemption dates;
- possibility of the imposition of Italian or European withholding taxes;
- the marketability of the Series A2 Notes, or any market price for the Series A2 Notes; or
- whether an investment in the Series A2 Notes is a suitable investment for a Noteholder.

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 Series A2 Notes has declined or is in question. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Series A2 Notes.

The Issuer has not requested a rating of the Series A2 Notes by any rating agency other than the Rating Agencies. However, credit rating agencies other than the Rating Agencies could seek to rate the Series A2 Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Series A2 Notes by the Rating Agencies, those shadow ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "ratings" or "rating" in this Prospectus are to ratings assigned by the specified Rating Agencies only.

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

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

1. the information that the issuers, originators and sponsors must publish to comply with Article 8b of the CRA Regulation;
2. the frequency with which this information should be updated;
3. 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 CRA Regulation, 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.

Subordination

Payments of interest and repayment of principal under the Series A2 Notes are subject to certain subordination and ranking provisions. For a more detailed description of the ranking among the various Classes of Series 2 Notes and the relative subordination provisions see "*Key features - Summary of the Notes – Ranking*" and Condition 3(b) (*Ranking*).

For so long as there are Series A2 Notes outstanding interest accruing on the Junior Notes will be deferred until the Interest Payment Date when all the Series A2 Notes have been redeemed in full.

As a result, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the Junior Noteholders and then (to the extent that the Series A2 Notes have not been redeemed) by the holders of the Series A2 Notes.

Prospective investors in the Series A2 Notes should have particular regard to the sections headed "*Key features - Summary of the Notes – Ranking*" and "*Credit structure*" 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 Series A2 Notes or, as applicable, the Junior Notes.

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.

Remedies available for the purpose of recovering amounts owed in respect of the Notes shall be limited to actions in respect of the Claims, the Issuer Available Funds and the Note Security. In the event that the amounts recovered pursuant to such actions are insufficient, after payment of all other claims ranking in priority to or *pari passu* with amounts due under the Notes of each Class, to pay in full all principal and interest and other amounts whatsoever due in respect of the Series A2 Notes, the Series A2 Noteholders will have no further actions available in respect of any such unpaid amounts.

Relationship among Noteholders and between Noteholders and Other Issuer Creditors

The Intercreditor Agreement contains provisions applicable where, in the opinion of the Representative of the Noteholders, there is a conflict between all or any of the interests of one or more Classes of Noteholders or between one or more Classes of Noteholders and any other Issuer Creditors, requiring the Representative of the Noteholders to have regard only to the holders of the 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*), if an Event of Default occurs, then (subject to Condition 10(c) (*Consequences of service of an Issuer Acceleration Notice*)), the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 60% 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 an Issuer Acceleration Notice to the Issuer and to the Servicer declaring the Series 2 Notes to be due and payable, provided that:

(A) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(iii) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured 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.

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.

Absence of secondary market and limited liquidity

There is not, at present, a secondary market for the Series A2 Notes, nor can there be any assurance that a secondary market for the Series A2 Notes will develop. Even if a secondary market does develop, it may not continue for the life of the Series A2 Notes or it may leave Series A2 Noteholders with illiquidity of investment. Illiquidity means that a Series A2 Noteholder may not be able to find a buyer to buy its Series A2 Notes readily or at prices that will enable the Series A2 Noteholder to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Series A2 Notes. Consequently, any sale of Series A2 Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Series A2 Notes. Any Class of Series 2 Notes may experience illiquidity, although generally illiquidity is more likely to occur in respect of Classes that are especially sensitive to prepayment, credit or interest rate risk or that have been structured to meet the investment requirements of limited categories of Noteholders.

In addition, prospective Series A2 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 Series A2 Notes. As a result of the current liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Series A2 Notes to investors.

Moreover, the current liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Series A2 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 Series A2 Notes will recover at the same time or to the same degree as such other recovering global credit market sectors.

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

These risks include, among others, (i) the likelihood that the Issuer will find it harder to dispose of the Claims in accordance with the Transaction Documents, (ii) the possibility that, on or after the Subsequent 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 Series A2 Notes as there is currently no secondary trading in asset-backed securities. These additional risks may affect the returns on the Series A2 Notes to investors.

Certain material interests

Certain parties to the Transaction, such as the Originator, may perform multiple roles.

Banco Popolare is, in addition to being an Originator, also the Servicer, the Transaction Bank and an initial subscriber of the Series 2 Notes. These parties will have only those duties and responsibilities expressly agreed to by them in the relevant agreement and will not, by virtue of their or any of their affiliates acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each agreement to which they are a party.

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

The Originator in particular may hold and/or service claims against the Borrowers other than the Claims. The interests or obligations of the aforementioned parties, in their respective capacities with respect to such other roles may in certain aspects conflict with the interests of the Noteholders. The aforementioned parties may engage in commercial relationships, in particular, be lender, and provide general banking, investment and other financial services to the Borrowers and other parties. In such relationships the aforementioned parties are not obliged to take into account the interests of the Noteholders.

Series A2 Notes as eligible collateral for ECB liquidity and/or open market transactions

After the Subsequent Issue Date an application may be made to a central bank in the Eurozone to record the Series A2 Notes as eligible collateral, within the meaning of the guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*), as subsequently amended and supplemented, for liquidity and/or open market transactions carried out with such central bank. In this respect, it should be noted that in accordance with their policies, neither the ECB nor the central banks of the Eurozone will confirm the eligibility of the Series A2 Notes for the

above purpose prior to their issuance and if the Series A2 Notes are accepted for such purpose, the relevant central bank may amend or withdraw any such approval in relation to the Series A2 Notes at any time. The assessment and/or decision as to whether the Series A2 Notes qualify as eligible collateral for liquidity and/or open market transactions rests with the relevant central bank.

None of the Issuer, the Originator or any other party to the Transaction Documents gives any representation or warranty as to the eligibility of the Series A2 Notes for such purpose, nor do they accept any obligation or liability in relation to such eligibility or lack of it of the Series A2 Notes at any time.

Rights of set-off

Under general principles of Italian law, the debtors under the Mortgage Loans are entitled to exercise rights of set-off in respect of amounts due under any Mortgage Loan to the Issuer against any amounts payable by the Originator to the relevant Borrower. After publication in the Official Gazette of the notice of transfer of the Portfolio to the Issuer pursuant to the Transfer Agreements and registration of the assignment in the register of companies where the Issuer is enrolled (and provided that the relevant Borrower has not accepted the assignment of its debt with an express qualification to maintain a right to set-off, as indicated in certain law cases by the Supreme Court (Corte di Cassazione): judgement 5 March 1980, No. 1484 and 16 January 1979, No. 310), the Borrowers shall not be entitled to exercise any set-off right against their claims vis-a-vis each of the Originator which arises after the date of such publication and registration. Under the terms of the Warranty and Indemnity Agreements, the Originator has agreed to indemnify the Issuer in respect of any reduction in amounts received by the Issuer in respect of the Portfolio as a result of the exercise by any Borrower of a right of set-off.

Servicing of the Portfolio

Pursuant to the Servicing Agreement, the Portfolio is serviced by Banco Popolare as Servicer. The Servicer will carry out the administration, collection and enforcement of the Portfolio in accordance with the Servicing Agreement and its credit and collection policy. (Please see the section headed "*The Credit and Collection Policies*"). Such Collection Policies may change over time and no assurance can be given that such changes will not have an adverse effect on the Issuer's ability to make payments on the Series 2 Notes. In any case, it shall be considered that, under the Servicing Agreement, any material change to the collection policies of the Servicer (proposed by the Servicer) is subject to the prior consent of the Issuer and the Representative of the Noteholders and to the prior notice to the Rating Agencies.

The net cash flows from the Portfolio may be affected by decisions made and actions taken and the collection procedures adopted by the Servicer pursuant to the Servicing Agreement (or any permitted successors or assignees appointed under the Servicing Agreement). In addition, no assurance can be given that the Servicer will promptly forward all amounts collected from Borrowers in respect of the Claims to the Issuer in respect of a particular Collection Period in accordance with the Servicing Agreement (however, it should be noted that the Issuer may in such case terminate the Servicer's appointment – see for further details "*Description of the Transaction Documents - The Servicing Agreement*").

Yield and repayment considerations

The yield to maturity, the amortisation plan and the weighted average life of the Series 2 Notes will depend upon, *inter alia*, the amount and timing of repayment of principal (including prepayments) on the Mortgage Loans and on the actual date of exercise (if any) of the optional redemption rights of the Issuer pursuant to Condition 7 (c) (*Optional Redemption of the Notes*) or Condition 7 (d) (*Optional Redemption for taxation, legal or regulatory reasons*). Such yield, amortisation plan and weighted average life of the Series 2 Notes may be adversely affected by a number of factors including, without limitation, a higher or lower rate of prepayment, delinquency and default on the Mortgage Loans, the exercise by the Originator of its faculty to partially repurchase the Claims and/or by the Servicer to renegotiate the terms and conditions of the Mortgage Loan Agreements and/or to grant the suspension of payments of the relevant instalments in accordance with the provisions of the Servicing Agreement. See further section headed "*Description of the Transaction Documents – The Transfer Agreements* **-** *The Servicing Agreement*".

The level of prepayment, delinquency and default on payment of the relevant instalments or request for suspension or renegotiation under the Mortgage Loans cannot be predicted and is influenced by a wide variety of economic, market industry, social and other factors, including prevailing loan market interest rates and margins offered by the banking system, the availability of alternative financing, local and regional economic conditions as well as special legislation that may affect refinancing terms. Prepayments may also arise in connection with refinancing, repurchases, sales of properties by Borrowers voluntarily or as a result of enforcement proceedings under the relevant Mortgage Loans, as well as the receipt of proceeds from the insurance policies assisting certain Claims.

The impact of the above on the yield at maturity and weighted average life of the Series 2 Notes cannot be predicted. Based, *inter alia*, on assumed rates of prepayment, the approximate average lives of the Series A2 Notes are set out in the section headed "*Estimated Weighted Average Life of the Series A2 Notes and certain assumptions*". However, the actual characteristics and performance of the Mortgage Loans will differ from such assumptions and any difference will affect the percentages of the initial amount outstanding of the Series 2 Notes which are outstanding over time and the weighted average lives of the Series 2 Notes.

Administration and reliance on third parties

The ability of the Issuer to make payments in respect of the Series 2 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 Series 2 Notes will depend on the ability of the Servicer to service the Portfolio and to recover the amounts relating to the Defaulted Claims (if any). In addition, the ability of the Issuer to make payments under the Series 2 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, the Servicer.

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 one or more substitute servicer(s) (acceptable to the Representative of the Noteholders). Such substitute servicer(s) would be required to assume responsibility for the services required to be performed under the Servicing Agreement for the Mortgage Loans. The ability of a substitute servicer to fully

perform the required services would depend, *inter alia*, on the information, software and records available at the time of the relevant appointment. There can be no assurance that a substitute servicer will be found or that any substitute servicer will be willing to accept such appointment or that a substitute servicer will be able to assume and/or perform the duties of the Servicer pursuant to the Servicing Agreement. In such circumstances, the Issuer could attempt to sell all, or part of, the Claims, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders. The Representative of the Noteholders has no obligation to assume the role or responsibilities of the Servicer or to appoint a substitute servicer.

Italian Usury law

Italian Law No. 108 of 7 March 1996 ("*Disposizioni in materia di usura*"), as amended and supplemented from time to time (the "**Usury Law**") introduced legislation preventing lenders from applying interest rates equal to or higher than the thresholds set on a quarterly basis by a decree issued by the Italian Treasury (the "**Usury Thresholds**") (the last such Decree having been issued on 26 September 2016 and published in the Official Gazette of 29 September 2016 No. 228, being applicable for the quarterly period from October to December 2016). Any provision in loan agreements imposing interest exceeding the Usury Thresholds is null and void and no interest will be due in respect of the loan pursuant to Article 1815(2) of the Italian Civil Code.

In addition, even though the applicable Usury Thresholds are not exceeded, interests and other advantages and/or remunerations might be held usurious if: (i) they are disproportionate to the sum lent (taking into account, in evaluating such condition, the specific terms and conditions of the transaction and the average rate usually applied to similar transactions); and (ii) the person who paid or accepted to pay the relevant amounts was, at the time it made such payment or undertook the obligation, in financial and economic difficulties.

On 29 December 2000, the Italian Government issued law decree No. 394 ("*Interpretazione autentica della legge 7 marzo 1996, n. 108*") (the "**Decree 394/2000**"), turned into Law No. 24 of 28 February 2001 ("*Conversione in legge, con modificazioni, del decreto-legge 29 dicembre 2000, n. 394, concernente interpretazione autentica della legge 7 marzo 1996, n. 108, recante disposizioni in materia di usura*"), which clarified the uncertainty over the interpretation of the Usury Law and provided, *inter alia*, that interest will be deemed to be usurious only if the interest rate agreed by the parties exceeded the Usury Thresholds applicable at the time the relevant loan agreement or such other credit facility was entered into or the interest rate was agreed. Decree 394/2000 also provided that as an extraordinary measure due to the exceptional fall in interest rates in 1998 and 1999, interest rates due on instalments payable after 2 January 2001 on fixed rate loans (other than subsidised loans) already entered into on the date such decree came into force (such date being 31 December 2000) are to be substituted, except where the parties have agreed to more favourable terms, with a lower interest rate set in accordance with parameters fixed by such decree by reference to the average gross yield of multiannual treasury bonds ("*Buoni del Tesoro Poliennali*") in the period from January 1986 to October 2000. The Italian Constitutional Court ("*Corte Costituzionale*") has rejected, with decision no. 29/2002 (deposited on 25th February 2002), a constitutional exception raised by the Court of Benevento concerning Article 1, paragraph 1, of the Usury Law. In so doing, the Constitutional Court ("*Corte Costituzionale*") has confirmed the constitutional validity of the provisions of the Usury Law which holds that the interest rates may be deemed to be void due to usury only if they infringe the Usury Law at the time they are agreed upon between the borrower and the lender and not as at the time such rates are actually paid by the borrower.

Prospective Noteholders should note that under the terms of the Warranty and Indemnity Agreements, the Originator has represented and warranted to the Issuer, *inter alia*, that the terms and conditions of each Mortgage Loan are, and the exercise by the Originator of its rights thereunder is, in each case, in compliance with all applicable laws and regulations including, without limitation, all laws and regulations relating to banking activity, *credito fondiario,* usury and personal data protection provisions in force at the time, as well as in compliance with the internal procedures from time to time adopted by the Originator. See the section headed "*Description of the Warranty and Indemnity Agreements*".

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 quarterly 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 and No. 21095/2004) 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 Mortgage Loans. The Originator has, however, represented in the Warranty and Indemnity Agreementsthat the Mortgage Loans comply with articole 1283 of the Italian civil code.

In this respect, it should be noted that article 25, paragraph 2, of the Decree No. 342 of 4 August 1999 (the "**Decree 342**") has delegated to the Interministerial Committee of Credit and Saving (the "**CICR**") powers to fix the conditions for the capitalisation of accrued interests. As a matter of fact, the CICR, pursuant to article 3 of a Resolution dated 9 February 2000 (the "**Resolution**"), has provided, in relation to loans involving a deferred repayment that, in case of breach by the debtor, the amount due on the maturity of each instalment, shall produce interests from such date up to the date of the actual payment, if so provided by the relevant contract. Moreover, article 25, paragraph 3, of the Decree 342 provides that the provisions relating to the capitalisation of accrued interest set forth in contracts entered into before the date of the Resolution are valid and effective up to the date thereof and after such date shall be consistent to the provisions of the Resolution. Such Decree 342 has been challenged, however, before the Italian Constitutional Court on the grounds that it falls outside the scope of the powers delegated under the *Legge Delega*, and article 25 paragraph 3 of the Decree 342 has been declared unconstitutional by decision No. 425 of 9/17 October 2000 issued by the Italian Constitutional Court. On the basis of the foregoing, it cannot be excluded that borrowers may, where appropriate, challenge the practice of capitalising interest by banks on the grounds set forth by the Italian Supreme Court in the above mentioned decision and, therefore, that a negative effect on the returns generated from the residential and commercial mortgage loan could derive.

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

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

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 Consolidated 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.

Pursuant to the Warranty and Indemnity Agreements, Banco Popolare 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 non-compliance of one or more of the Claim(s) with the provisions of Article 1283 of the Italian Civil Code or the Resolution.

Legal proceedings

The Banco Popolare and, more in general, the entities of the *Gruppo Bancario Banco Popolare* 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, Banco Popolare has represented and warranted that, as of the date of the Warranty and Indemnity Agreements, to its knowledge, it is not involved in any litigation the outcome of which might jeopardise, its ability to perform the obligations under the Transaction Documents to which it is a party.

Risk of losses associated with Borrowers

General economic conditions and other factors have an impact on the ability of Borrowers to repay Mortgage Loans. Loss of earnings, illness, divorce, decrease in turnover, increase in operating or in financial costs and other similar factors may lead to an increase in delinquencies and bankruptcy filings by Borrowers, which may lead to a reduction in Mortgage Loans payments by such Borrowers and could reduce the Issuer's ability to service payments on the Notes.

In any case, some of the Borrowers may fall within the scope of application of the Royal Decree No. 267 of 16 March 1942, as subsequently amended and supplemented (the "**Bankruptcy Law**") and as such may be subject to insolvency proceedings (*procedure concorsuali*) under the Bankruptcy Law.

In the event of insolvency of a Borrower (to the extent the same is subject to the Bankruptcy Law), the relevant payments or prepayments under a Loan Agreement may be declared ineffective pursuant to Articles 65 or 67 of the Bankruptcy Law.

In this respect, it should be noted that the Securitisation Law, as recently amended, provides that (i) the claw-back provisions set forth in Article 67 of the Bankruptcy Law do not apply to payments made by Borrowers to the Issuer in respect of the securitised Claims; and (ii) prepayments made by Borrowers under securitised Claims are not subject to the declaration of ineffectiveness pursuant to Article 65 of the Bankruptcy Law. For further details, please see the section headed "*Selected aspects of Italian Law – The Securitisation Law*".

Article 120-ter of the Consolidated Banking Act

Article 120-ter of the Consolidated Banking Act provides that any provisions imposing a prepayments penalty in case of early redemption of mortgage loans is null and void with respect to loan agreements entered into, with an individual as borrower for the purpose of purchasing or restructuring real estate properties destined to residential purposes or to carry out the borrower's own professional or business activities. For a description of the main terms of the article 120-ter of the Consolidated Banking Act, see section headed "*Selected aspects of Italian law –Article 120-ter of the Consolidated Banking Act*".

The Italian banking association ("**ABI**") and the main national consumer associations have reached an agreement (the "**Prepayment Penalty Agreement**") regarding the equitable renegotiation of prepayment penalties with certain maximum limits calculated on the outstanding amount of the loans (the "**Substitutive Prepayment Penalty**") containing the following main provisions: (i) with respect to variable rate loan agreements, the Substitutive Prepayment Penalty should not exceed 0.50% and should be further reduced to (a) 0.20% in case of early redemption of the loan carried out within the third year from the final maturity date and (b) zero, in case of early redemption of the loan carried out within two years from the final maturity date, (ii) with respect to fixed rate loan agreements entered into before 1 January 2001, the Substitutive Prepayment Penalty should not exceed 0.50%, and should be further reduced to: (a) 0.20%, in case of early redemption of the loan carried out within the third year from the final maturity date; and (b) zero, in case of early redemption of the loan carried out within two years from the final maturity date, (iii) with respect to fixed rate loan agreements entered into after 31 December 2000, the Substitutive Prepayment Penalty should be equal to: (a) 1.90% if the relevant early redemption is carried out in the first half of loan's agreed duration; (b) 1.50% if the relevant early redemption is carried out following the first half of loan's agreed duration, provided however that the Substitutive Prepayment Penalty should be further reduced to: (x) 0.20%, in case of early redemption of the loan carried out within three years from the final maturity date; and (y) zero, in case of early redemption of the loan carried out within two years from the final maturity date.

The Prepayment Penalty Agreement introduces a further protection for borrowers under a "safeguard" equitable clause (the "**Clausola di Salvaguardia**") in relation to those loan agreements which already provide for a prepayment penalty in an amount which is compliant with the thresholds described above. In respect of such loans, the Clausola di Salvaguardia provides that: (1) if the relevant loan is either: (x) a variable rate loan agreement; or (y) a fixed rate loan agreement entered into before 1 January 2001; the amount of the relevant prepayment penalty shall be reduced by 0.20%; (2) if the relevant loan is a fixed rate loan agreement entered into after 31 December 2000, the amount of the relevant prepayment penalty shall be reduced by (x) 0.25% if the agreed amount of the prepayment penalty was equal or higher than 1.25%; or (y) 0.15%, if the agreed amount of the prepayment penalty was lower than 1.25%.

Finally the Prepayment Penalty Agreement sets out specific solutions with respect to hybrid rate loans which are meant to apply to the hybrid rates the provisions, as more appropriate, relating respectively to fixed rate and variable rate loans.

Prospective Noteholders' attention is drawn to the fact that, as a result of the entry into force of the Prepayment Penalty Agreement, the rate of prepayment in respect of Mortgage Loans can be higher than the one traditionally experienced by the Originator for mortgage loans and that the Issuer may not be able to recover the prepayment fees in the amount originally agreed with the Borrowers.

Article 120-quater of the Consolidated Banking Act

Article 120-quater of the Consolidated Banking Act provides that any borrower may at any time prepay the relevant loan funding such prepayment by a loan granted by another lender which will be subrogated pursuant to article 1202 of the Italian civil code (*surrogato per volontà del debitore*) in the rights of the former lender, including the mortgages (without any formalities for the annotation of the transfer with the land registry, which shall be requested by enclosing a certified copy of the deed of subrogation (*atto di surrogazione*) to be made in the form of a public deed (*atto pubblico*) or of a deed certified by a notary public with respect to the signature (*scrittura privata autenticata*) without prejudice to any benefits of a fiscal nature.

In the event that the subrogation is not completed within 10 (ten) days from the relevant request from the succeeding lender to the former lender to start the relevant cooperation procedures, the original lender shall pay to the borrower an amount equal to 1% of the amount of the loan for each month or part thereof of delay, provided that if the delay is due to the succeeding lender, the latter shall repay to the former lender the delay penalty paid by it to the borrower.

As a consequence of the above and, as a result of the subrogation, the rate of prepayment of the Mortgage Loan Agreements might materially increase; such event might therefore have an impact on the yield to maturity of the Series 2 Notes.

Borrower's right to suspend payments under a Mortgage Loan

Italian Law No. 244 of 24 December 2007, the Italian budget law for year 2008 (the "**2008 Budget Law**"), provides, *inter alia*, that borrowers of loans granted for the purchase of real estate property to be used as the borrower's main residence (*abitazione principale*) may request that payment of instalments thereunder be suspended at the terms specified therein.

The 2008 Budget Law provide for the establishment of a fund ("*Fondo di solidarietà per i mutui per l'acquisto della prima casa*") (the "**Fund**") created for the purpose of bearing certain costs deriving from the suspension of payments by the borrowers and referred to an implementing regulation to be issued by the Ministry of the Economy and Finance ("*Ministro dell'economia e delle finanze*") in conjunction with the Ministry of the Social Solidarity ("*Ministro della solidarietà sociale*"). Pursuant to the decree of the General Director of Treasury Department of the Ministry of Economy and Finance issued on 14 September 2010, CONSAP ("*Concessionaria Servizi Assicurativi S.p.A*") was selected as managing company of the Fund.

On 21 June 2010, Ministerial Decree number 132 issued by the Ministry of Economy and Finance and published in the Official Gazette of the Republic of Italy on 18th of August 2010 (the "**Decree 132**"), as amended by Decree number 37 of 22 February 2013 (the "**Decree 37**"), set out the requirements to be complied with by borrowers in order to have the right to the aforementioned suspension and the subsequent aid from the Fund.

The 2008 Budget Law has been supplemented by Law No. 92 of 28 June 2012 (the "**Law

92”), which has modified the requirements to be met by borrowers to benefit of the aids provided for by the Fund. In particular, Law 92 provides that the suspension of the payment of mortgage loans instalments can be granted for a period of 18 (eighteen) months upon the occurrence of at least one of the following events with respect to the relevant borrower:

i. termination of an employment contract of indeterminate duration;

ii. termination of a fixed term employment contract;

iii. termination of one of the employment relationships provided for by Article 409, No. 3) of the Italian civil procedure code; or

iv. death or declaration of handicap or disability for at least 80%.

Decree 132 has been supplemented by the Decree 37, entered into force on 27 April 2013, which has been enacted for the purpose of making Decree 132 compliant with the new provisions of Law 92.

Starting from 27 April 2013, new requests to access to the aids granted by the Fund shall be submitted (in accordance with the requirements and the conditions provided for by Law 92) by using the documentation published on the CONSAP official website http://www.consap.it/ or on the Ministry of Economy and Finance web-site (www.dt.tesoro.it) (for the avoidance of doubt, such websites does not constitute part of this Prospectus). As to regard, the requests submitted to CONSAP before 17 July 2012, such requests shall be regulated by the provisions of the Decree 132.

As specified in Law 92, the suspension of payments of the instalments can be granted also in favour of mortgage loans which have been object of securitisation transactions.

Any Borrower who will comply with the requirements set out in Law 92 might have the right to suspend the payment of the instalments of its Mortgage Loan and therefore there is the risk that the Issuer will experience a consequential delay in the collection of the relevant instalments. A significant number of applications by Borrowers concentrated over a specific period will have an adverse impact on the Issuer’s cash flow of that period, although it should be considered that the aforementioned aids will be granted to the borrowers within the limits of the budget available to the Fund. Pursuant to the Italian Law Decree No. 102 of 31 August 2013, converted into Italian Law No. 124 of 28 October 2013, the budget of the Fund is increased of Euro 20,000,000 for each of 2014 and 2015 years.

Claw-back of the transfer of the Claims

A transfer pursuant to the Securitisation Law may be subject to a claw-back action of such sale by a liquidator of the transferor: (i) if the sale is not undervalued, within three months following the transfer if: (a) the transferor was insolvent at the time of the transfer; and (b) the liquidator can prove that the transferee was, or ought to have been, aware of such insolvency; or (ii) if the sale is undervalued, within six months following the transfer if: (a) the transferor was insolvent at the time of the transfer; and (b) the transferee cannot prove that it was not, or ought not to have been, aware of such insolvency.

Accordingly, if the Originator was insolvent at the date of the execution of the relevant Transfer Agreement and the Issuer was, or ought to have been, aware of such insolvency, the relevant transfer may, in certain circumstances, be subject to claw-back by a liquidator of the Originator. Under the Warranty and Indemnity Agreements, the Originator has represented that it was solvent as of the date of the transfer, and that such representations shall deemed to be repeated as of the relevant Issue Date by the Originator, and that all appropriate solvency certificates have been obtained as of the date of the transfer of the Portfolio.

Mutui fondiari

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

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

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

Withholding tax under the Series A2 Notes

Payments of interest and other proceeds under the Series A2 Notes may in certain circumstances, described in the section headed *"Taxation in the Republic of Italy"* of this Prospectus, be subject to a Law 239 Deduction. In such circumstance, any beneficial owner of an interest payment relating to the Series A2 Notes will receive amounts of interest payable on the Series A2 Notes net of a Law 239 Deduction. Law 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.

In the event that any Law 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 Series A2 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.

For further details see the section headed "*Taxation in the Republic of Italy*".

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. Luxembourg and Austria may however elect to introduce automatic exchange of information during the transitional period, in which case they will no longer apply the withholding tax. Based on the available information, Luxembourg announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Savings Directive. On March 24, 2014, the European Council adopted a revised version of the Savings Directive.

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.

The Savings Directive was implemented in Italy by Legislative Decree No. 84 of 18 April 2005 ("**Decree No. 84**"). Pursuant to said decree, subject to a number of important conditions being met, with respect to interest paid to individuals who qualify as beneficial owners of the interest payment and are resident for tax purposes in another EU Member State or in a dependent or associated territory under the relevant international agreement, Italian paying agents (e.g., banks, SIMs, SGRs., financial companies and fiduciary companies resident in Italy for tax purposes, permanent establishments in Italy of non-resident persons as well as any other person resident in Italy for tax purposes paying interest for professional or commercial reasons) shall report to the Italian tax authorities details of the relevant payments and personal information of the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner. The same details of payments of interest (or similar income) shall be provided to the tax authorities of a number of non-EU countries and territories, which have agreed to adopt similar measures with effect from the same date. Law No. 122 of 7 July 2016 implemented in Italy the Cooperation Directive and abolished the Decree No. 84 (subject to on-going requirements to fulfil some reporting communications and administrative obligations for the whole of 2016).

Projections, forecasts and estimates

Forward-looking statements, including estimates, any other projections and forecasts in this Prospectus, are necessarily speculative and subjective in nature and some or all of the

assumptions underlying the projections may not materialise or may vary significantly from actual results.

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

The Families Plan

On 31 March 2015, the Italian Banking Association ("**ABI**") and some consumers associations signed a convention (the "**ABI Convention**") concerning the temporary suspension of payments of the principal quota of instalments due by individuals to the banking system in order to help those families stricken by the financial crisis ("**Families Plan**").

The Families Plan is in addiction to the Fund ("*Fondo di solidarietà per i mutui per l'acquisto della prima casa*" – please see the section headed "*Considerations relating to the Portfolio*").

The Families Plan provides the possibility for individuals (upon certain conditions have been met) to request, within 31 December 2017, the suspension (only for one time and for a period not longer than 12 months) of the principal component of the instalments (the "**Suspension**").

The granting of the Suspension does not cause the application of any fees or default interest for the suspension period, except when the relevant borrower is in breach of its obligation to pay the interest component of the loan instalments at their original scheduled due dates.

As a consequence of the Suspension, the reimbursement plan will be extended for a period equal to the Suspension. The borrower shall, in any case, continue to pay, at their original scheduled due dates, the interest component of the loan instalments.

The Suspension applies to:

1. loans granted for the purchase of real estate property to be used as the borrower's main residence ("*abitazione principale*"), only upon the occurrence of the event listed in point 3 (c) of ABI Convention (e.g. suspension of the working relationship or reduction of the working time for a period of at least 30 days); and
2. consumer's loans granted to individuals in accordance with the provision of article 121 of the Consolidated Banking Act, having a duration higher than 24 months and a so-called "French" amortisation plan, regardless of the type of contractual interest rate.

In particular, it should be noted that, pursuant to the ABI Convention, also the loans which have been securitised in accordance with the provisions of the Securitisation Law may benefit of the Suspension.

In addition, the ABI Convention specifically set out the case in which the Suspension shall not be granted (e.g. loans having late instalments for more than 90 days or loans which have already benefited of other suspensions for a period of 12 months).

The Suspension can be granted upon the occurrence, in the 24 months preceding the request

of such Suspension, of one of the following events:

a) closing down of a permanent employment relationship (*rapporto di lavoro subordinato*), other than in the event of consensual termination (*risoluzione consensuale*) of such employment relationship or in the events in which the termination is due to the bypass of the age limit, with the consequent right to benefit of an old-age pension (*pensione di anzianità*), or in the events of resignation not for *"giusta causa"* or in the events of termination of the employment relationship for "*giusta causa*" or "*giustificato motivo soggettivo*";

b) closing down of the employment relationships under article 409, paragraph 3, of the Italian civil procedure code, other than the cases of consensual termination, withdrawal of the employer for "*giusta causa*" or withdrawal of the employee not for "*giusta causa*";

c) suspension of the employment relationship or reduction of the working time for a period of at least 30 days, also before the issuing of the relevant measures authorizing an income support (*sostegno al reddito*);

d) death or cases of loss of self – sufficiency (*condizioni di non autosufficienza*).

In any case, it should be noted that banks and the financial intermediaries may, at their discretion, grant to their customers suspensions at more favorable conditions than the ones provided under the Families Plan.

Finally, banks and financial intermediaries shall bring into effect the ABI Convention within 60 days from its execution.

The Development Decree

On 05 May 2011, the Italian government approved the law-decree No. 138, published on the Italian Official Gazette on 13 May 2011 and converted into law by Law 12 July 2011, No. 106, which introduces new provisions concerning the renegotiation of mortgage loans ("**Development Decree**").

In particular, the Development Decree provides that borrowers who, before the entry in force of such new provisions have executed or assumpted a mortgage loan agreement, will have the right to renegotiate the terms of their mortgage loan with their respective lender, provided that: (a) the relevant mortgage loan agreement has been entered into for purchasing or rebuilding a residential property; (b) the original amount of the relevant mortgage loan is not higher than Euro 150,000; (c) the relevant mortgage loan accrues interest at a floating rate and provides for payment of variable instalments for the whole duration; (d) the relevant borrower submits, together with the request of the renegotiation, the certificate of the relevant ISEE (Indicato*re della Situazione Economica Equivalente*), which should not exceed the amount of Euro 30,000; (e) no late payments have been made with respect to the relevant mortgage loan.

The Development Decree has been converted in Law No. 106 of 12 July 2011 with amendments. As a consequence of that, the cap amounts indicated under items (b) and (d) above have been modified respectively to Euro 200,000 and Euro 35,000.

Such renegotiation involves the change from a floating rate to a fixed nominal annual interest rate which must not be higher than the interest rate obtained by applying (i) the lower between the 10-year Euro IRS and the IRS in Euro applicable to a duration equal to the residual life of the mortgage loan or, if not available, the quotation of the IRS related to the immediately preceding duration, as it appears on Reuters ISDAFIX 2 page at the

renegotiation date, plus (ii) a spread equal to the one indicated in the relevant loan agreement, for the purpose of determining the applicable interest rate.

Borrowers will be entitled to agree with their respective lenders that the renegotiation will extend the amortisation plan of the mortgage loans for a maximum period of five years, provided that the residual life of the relevant mortgage loan, following the date of such renegotiation, does not exceed twenty-five years.

With reference to securitised mortgage loans, the Development Decree provides that the provision relating to the remaining in force of the mortgage securities originally created to secure the mortgage loan which is being renegotiated, also applies to the loan granted by lenders to borrowers, as assigned debtors, in the context of a securitisation transaction, in order to permit the loan repayment in accordance with the applicable amortisation plan at the time of the renegotiation. In these cases, the lender will be subrogated in the relevant mortgage securities, without the need of any additional formality or annotation, but such subrogation will be not effective until the claims of the assignee, deriving from mortgage loans which have been transferred in the context of a securitisation transaction are fully satisfied (article 8, paragraph 6, letter d) of the Development Decree).

Moreover, under article 8, paragraph 6, item e) of the Development Decree, if the lender, in order to carry out the renegotiation, repurchases the claim previously transferred in the context of a securitisation transaction or issuance of covered bonds, the relevant assignee shall be allowed to give notice of such repurchase through the publication in the Italian Official Gazette, even by means of a single notice relating to all of the claims repurchased by the lender/assignor. Any security interest, lien or encumbrance created in favour of the lender/assignor, shall continue to be in force and effect and shall have the same ranking, without the need of any additional formality or annotation.

The request of renegotiation will presumably satisfied by the Originator by utilising the renegotiations faculty granted to it under the Servicing Agreement or through repurchase/refinancing of the relevant loan. It is not completely clear if the Development Decree is binding for the securitisation SPVs (i.e. the securitisation SPVs would be obliged to grant the renegotiation in case the Originator is not allowed to that).

In this respect, considering that the provisions of article 8, paragraph 6, items a) and c) of the Development Decree explicitly provide that borrowers have the right to enter into renegotiations with their respective "lender" (not making any reference to different entities, such as the possible assignees) it could be argued that the Originator is the only entity obliged to grant such renegotiations.

However, starting from the date in which the Servicing Agreement is entered into, the Originator (in its quality as Servicer) will be entitled to renegotiate the Claims under the Development Decree only within the limits and according to the terms set forth in the Servicing Agreement.

Recharacterisation of English Law fixed security interests

There is a possibility that an English court could find that the fixed security interests expressed to be created by the English Deed of Charge and Assignment governed by English law could take effect as floating charges as the description given to them as fixed charges is not determinative.

Where the Issuer is free to deal with the secured assets, or any proceeds received on realisation of the secured assets, without the consent of the chargee, the court would be likely to hold that the security interest in question constitutes a floating charge, notwithstanding

that it may be described as a fixed charge.

Whether the fixed security interests will be upheld as fixed security interests rather than floating security interests will depend, amongst other things, on whether the Representative of the Noteholders (acting as security trustee) has the requisite degree of control over the Issuer's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the Representative of the Noteholders in practice.

If the fixed security interests are recharacterised as floating security interests, the claims of (i) the unsecured creditors (if any) of the Issuer in respect of that part of the net property of the Issuer which is ring fenced as a result of the Enterprise Act 2002 and (ii) certain statutorily defined preferential creditors of the Issuer may have priority over the rights of the Representative of the Noteholders to the proceeds of enforcement of such security. In addition, the expenses of an administration would also rank ahead of the claims of the Representative of the Noteholders as floating charge holder.

A receiver appointed by the Representative of the Noteholders would be obliged to pay preferential creditors out of floating charge realisations in priority to payments to the Other Issuer Creditors and the Noteholders. Following the coming into force of the insolvency provisions of the Enterprise Act 2002, the only remaining categories of preferential debts are certain amounts payable in respect of occupational pension schemes, employee remuneration and levies on coal and steel production.

If the Representative of the Noteholders was prohibited from appointing an administrative receiver by virtue of the amendments made to the Insolvency Act 1986 by the Enterprise Act 2002, or failed to exercise its rights to appoint an administrative receiver within the relevant notice period and the Issuer were to go into administration, the expenses of the administration would also rank ahead of the claims of the Representative of the Noteholders as floating charge holder.

Furthermore, in such circumstances, the administrator would be free to dispose of floating charge (and fixed charge) assets without the leave of the court, although the Representative of the Noteholders would have the same priority in respect of the property of the company representing the proceeds of disposal of such floating charge assets, as it would have had in respect of such floating charge assets.

The “anti-deprivation” principle

The validity of contractual priorities of payments such as those contemplated in this transaction (the Orders of Priority) has been challenged in the English and U.S. courts. The hearings have arisen due to the insolvency of a secured creditor (in that case a swap counteprarty) and have considered whether such payment priorities breach the “anti-deprivation” principle under English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency. It was argued that where a secured creditor subordinates itself to noteholders in the event of its insolvency, that secured creditor effectively deprives its own creditors. The Court of Appeal in Perpetual Trustee Co Ltd v BNY Corporate Trustee Services Ltd 2009 EWCA Civ 1160, dismissed this argument and upheld the validity of similar priorities of payment, stating that the anti-deprivation principle was not breached by such provisions. This was further supported in *Belmont Park Investments PTY Limited v BNY Corporate Trustee Services Ltd and Lehman Brothers Special Financing Inc (2011) UKSC 38*, in which the Supreme Court of the United Kingdom upheld the priority provisions at issue in determining that such priority provisions were part of a complex commercial transaction entered into in good faith without any intention to evade insolvency law in which the changing priority of payments

was an essential part of the transaction understood by the parties and did not contravene the anti-deprivation principle.

However, the U.S. Bankruptcy Court for the Southern District of New York has granted Lehman Brothers Special Finance Inc.'s motion for summary judgement to the effect that the provisions do infringe the anti-deprivation principle in a U.S. insolvency. The Court acknowledged that this has resulted in the U.S. courts coming to a decision “directly at odds with the judgement of the English Courts”. BNY Corporate Trustee Services Ltd was granted leave to appeal but the case subsequently settled out of court. Notwithstanding the New York settlement, the decision of the US Bankruptcy Court remains inconsistent with the decision reached by the Supreme Court of the United Kingdom in the Belmont case as referred to above and therefore uncertainty remains as to how a conflict of the type referred to above would be resolved by the courts. Given the current state of U.S. and English law, this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

Additionally, there can be no assurance as to how such subordination provisions would be viewed in other jurisdictions such as Italy or whether they would be upheld under the insolvency laws of any such relevant jurisdiction. If a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction and any relevant foreign judgement or order was recognised by the Italian courts, there can be no assurance that these actions would not adversely affect the rights of the Noteholders, the rating of the Series A2 Notes, the market value of the Series A2 Notes and/or the ability of the Issuer to satisfy all or any of its obligations under the Series A2 Notes.

Change of law

The structure of the transaction and, *inter alia*, the issue of the Series 2 Notes and the rating assigned to the Series A2 Notes are based on Italian and English 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 or English law, tax or administrative practice after the Subsequent Issue Date or that any such change will not adverserly impact the structure of the transaction and the treatment of the Series 2 Notes.

Regulatory Capital Framework and ongoing ECB comprehensive assesment

The regulatory capital framework published by the Basel Committee on Banking Supervision (the “**Basel Committee**”) in 2006 (the “**Basel II Framework**”) has not been fully implemented in all participating countries. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Series 2 Notes for investors who are or may become subject to capital adequacy requirements that follow the framework.

The Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as “**Basel III**”), including new capital and liquidity requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards. In particular, the changes refer to, amongst other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions

and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**"). Basel III set an implementation deadline on member countries to implement the new capital standards from January 2014, the new Liquidity Coverage Ratio from January 2015 and the Net Stable Funding Ratio from January 2018. The European authorities have indicated that they support the work of the Basel Committee on the approved changes in general and, in particular, the European Commission has implemented the changes through the CRD IV (as defined below). The changes may have an impact on incentives to hold the Series 2 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 Series 2 Notes.

In addition, on 15 October 2013, the Council of the European Union also adopted Regulation No. 1024/2013 (the "*Single Supervisory Mechanism Regulations*"), that conferred on the European Central Bank ("**ECB**") specific tasks concerning policies relating to the prudential supervision of credit institutions and became effective on 3 November 2013 (as subsequently supplemented by Regulation (EU) No. 468/2014 of the ECB of 16 April 2014 establishing the framework for co-operation within the Single Supervisory Mechanism between the ECB and national competent authorities and with national designated authorities). Such new regulations create a single supervisory mechanism in which the ECB assumes the direct supervision of banks and banking groups of significant size. In this respect starting from November 2013, ECB conducted, together with national banking regulators, a comprehensive assessment of the banking system which included an asset quality review and a stress test of major European credit institutions. In Italy the inspections carried out by the ECB are also aimed at assessing and evaluating, among other things, the controls provided by some Italian Banking Groups to manage internal risks related, *inter alia*, to the: (i) possible conflicts of interests in trading on treasury shares; (ii) value adjustment of the bank's shares, resolved annually by the banks' board of directors; (iii) assessment of the adequacy of its customers' investments and transparency measures adopted to disclose to clients the costs and characteristics of financial products distributed to them; and (iv) purchase of banks' shares by its customers.

Should the results of such inspections on the Banco Popolare Group raise certain issues or anomalies, this may impact the Banco Popolare Group's regulatory capital (including in form of decrease of the Tier 1 Capital Ratio). As a consequence the Banco Popolare Group would be required to undertake further capital enhancements to meet the applicable regulatory capital adequacy requirements or generally measures could be taken by ECB which could adversely affect the Banco Popolare Group's results of operations, business and/or financial position.

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 Series 2 Notes and/or on incentives to hold the Series 2 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 Series 2 Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Series 2 Notes and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise. There can be no guarantee that the regulatory capital treatment of the Series 2 Notes for investors will not be affected by any future changes to the Basel II Framework. The Issuer is not responsible for informing Noteholders of the effects of the changes which will result for investors from revisions to the Basel II Framework. Significant uncertainty remains around the implementation of these initiatives. In general, prospective investors should consult their own advisers as to the regulatory capital requirements in respect of the Series 2 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.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Series 2 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 Series A2 Notes are responsible for analysing their own regulatory position and none of the Issuer, the Initial Series 2 Notes Subscriber, nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Series 2 Notes regarding the regulatory capital treatment of their investment on the Subsequent Issue Date or at any time in the future.

Prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to regulated investors (including, *inter alia*, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds, credit institutions, investment firms or other financial institutions) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge 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 and Directive 2013/36/EU (the so-called "CRD IV"). In particular, Directive 2013/36/EU governs the access to deposit-taking activities while Regulation No. 575/2013 (the "**CRR**" or the "**Capital Requirement Regulation**") establishes the prudential requirements institutions need to respect. The CRD IV has replaced and re-casted, 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, in the context of this new European regulatory capital framework, the provisions of Article 122-bis of Directive 2006/48/EC, as amended by Directive 2009/111/EC have been re-casted by the new provisions of Articles 404 to 409 of CRR (which includes, inter alios, the extension of the applications of the requirements also to regulated investment firms). In addition, the current guidelines on the abovementioned Article 122-bis have been replaced by regulatory technical standards ("**RTS**") and 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 June 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) number 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 Capital Requirements Regulation 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 of its 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 securitisation transactions 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 Regulation has been published in the Official Gazette of the Republic of Italy on 25 March 2014.Two further regulations implementing 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 for 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 Artilce 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 % on an on-going 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 Series 2 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 Series 2 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 option (1)(d) of Article 51 of the AIFM Regulation and with respect to the information made available to the Noteholders and prospective investors in accordance with Articles from 405 to 410 of the CRR, please refer to section headed "*Regulatory Capital Requirements*".

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 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 Series 2 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 Series 2 Notes in the secondary market.

With respect to the fulfilment by the Originator of the regulatory requirements set out above, please refer to the section headed "*Regulatory Capital Requirements*".

Economic conditions in the Eurozone

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) have intensified. In particular, concerns have been raised with respect to current economic, monetary and political conditions in the Eurozone, including, in particular, in relation to Greece. If such concerns persist and/or such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more Member States or institutions and/or any changes to, including any break up of, the Eurozone), then these matters may cause further severe stress in the financial system generally and/or may adversely affect the Issuer, one or more of the other parties to the Transaction Documents (including the Seller, the Servicer and/or any Borrower in respect of the Claims). Given the current uncertainty and the range of possible outcomes, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Series 2 Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

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

The financial condition, results of operations and prospects of the Republic of Italy and companies incorporated in the Republic of Italy may be adversely affected by events outside their control, namely European law generally, any conflicts in the region or taxation and other political, economic or social developments in or affecting the Republic of Italy generally.

"Brexit" risk

On 23 June 2016 the United Kingdom voted to leave the European Union in a referendum (the "**Brexit Vote**"). At this stage both the terms and the timing of the United Kingdom's exit from the European Union are unclear. Moreover, the nature of the relationship of the United Kingdom with the remaining EU member states (the "**EU27**") has yet to be discussed and negotiations with the EU on the terms of the exit have yet to commence. In addition to the economic and market uncertainty this brings (see "market uncertainty" below) there are a number of potential risks for the Transaction that Noteholders should consider:

(a) *Legal uncertainty*

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

(b) *Regulatory uncertainty*

There is significant uncertainty about how EU27 financial institutions with assets (including branches) in the UK will be regulated and *vice versa*. At present, EU single market regulation allows regulated financial institutions (including credit institutions, investment firms, alternative investment fund managers, insurance and reinsurance undertakings) to benefit from a passporting system for regulatory authorisations required to conduct their businesses, as well as facilitating mutual rights of access to important elements of market infrastructure such as payment and settlement systems. EU law is also the framework for mutual recognition of bank recovery and resolution regimes.

Once the UK ceases to be a Member State of the EU, the current passporting arrangements will cease to be effective, as will the current mutual rights of access to market infrastructure and current arrangements for mutual recognition of bank recovery and resolution regimes. The ability of regulated financial institutions to continue to do business between the UK and the EU27 after the UK ceases to be a Member State of the EU would therefore be subject to separate arrangements between the UK and the EU27, in respect of which negotiations have not yet begun. There can be no assurance that there will be any such arrangements concluded and, if they are concluded, on what terms. Such uncertainty could adversely impact the ability of third parties who are regulated financial institutions to provide services to the Issuer and the Transaction.

(c) *Market uncertainty*

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

Potential investors should be aware that these prevailing market conditions affecting asset-backed securities could lead to reductions in the market value and/or a severe lack of liquidity in the secondary market for instruments similar to the Series 2 Notes. Such falls in market value and/or lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the securitised portfolio.

The Issuer cannot predict when these circumstances will change and whether, if and when they do change, there would be an increase in the market value and/or there will be a more liquid market for the Series 2 Notes and instruments similar to the Series 2 Notes at that time.

(d) *Counterparty risk*

Counterparties on the Transaction, such as the Additional Transaction Bank, may be unable to perform their obligations due to changes in regulation, including the loss of existing regulatory rights to do cross-border business. Additionally, they may be adversely affected by rating actions or volatile and illiquid markets (including currency markets and bank funding markets) arising from the Brexit Vote. As a result, there is an increased risk of such counterparties becoming unable to fulfil their obligations which could have an adverse impact on Noteholders.

Bank Recovery and Resolution Directive

Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 (collectively with secondary and implementing EU rules, and national implementing legislation, the "**Bank Recovery and Resolution Directive**" or "**BRRD**") established a framework for the recovery and resolution of credit institutions and investment firms. The aim of the BRRD is to provide national authorities in EU Member States (the "**Resolution Authorities**") with common tools and powers for preparatory and preventive measures, early supervisory intervention and resolution of credit institutions and significant investment firms to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. The BRRD applies, inter alia, to credit institutions, investments firms and 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) (collectively, the "**relevant institutions**"). The BRRD entered into force on 2 July 2014 and had to be transposed by the Member States of the European Union into national law by 31 December 2014. The Republic of Italy has implemented the BRRD by Legislative Decrees no. 180 and no. 181 of 16 November 2015. Recently Banca Marche S.p.A., Banca popolare dell'Etruria e del Lazio S.c., Cassa di Risparmio di Ferrara S.p.A. and Cassa di Risparmio di Chieti S.p.A. have been declared resolved (*in risoluzione*) in compliance with the Legislative Decree No. 180 and No. 181 of 16 November 2015; the impact of such recent events on the outstanding transactions conducted by such four banks is still under analysis and cannot be predicted as of the date of this Prospectus.

If a relevant institution enters into an arrangement with the Issuer and is deemed likely to fail in the circumstances identified in the BRRD, the relevant Resolution Authority may employ such tools and powers in order to intervene in the relevant institution's failure (including in the case of derivatives transactions, powers to close-out such transactions or suspend any rights to close-out such transactions). In particular, liabilities of relevant institutions arising out of the Transaction Documents to which such institutions are party not otherwise subject to an exception, could be subject to the exercise of "bail-in" powers of the relevant Resolution Authorities. It should be noted that certain secured liabilities of relevant institutions are excepted. If the relevant Resolution Authority decides to "bail-in" the liabilities of a relevant institution, then subject to certain exceptions set out in the BRRD, the liabilities of such relevant institution could, among other things, be reduced, converted or extinguished in full. As a result, the Issuer and ultimately, the Noteholders may not be able to recover any liabilities owed by such an entity to the Issuer. In addition, a relevant Resolution Authority may exercise its discretions in a manner that produces different outcomes amongst institutions resolved in different EU Member States. It should also be noted that similar powers and provisions are being considered in the context of financial institutions of other jurisdictions.

U.S. Foreign Account Tax Compliance Act Withholding

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**") generally impose a new reporting regime and potentially a 30.00 per cent U.S. withholding tax with respect to certain payments to certain non-U.S. financial institutions (including entities such as the Issuer) that do not (i) enter into and comply with an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information about the holders of its debt or equity or (ii) comply with legislation implementing an intergovernmental agreement, if any, between the United States and the applicable residence jurisdiction (an "**IGA**"). The FATCA rules may also affect other non-U.S. entities that are not considered financial institutions for these purposes, but in this case different rules apply. The new withholding regime currently applies with respect to certain U.S. source payments,

but FATCA withholding on debt obligations generating non-U.S. source interest (such as the Series A2 Notes) will not begin to apply until 2019. Furthermore, in accordance with a grandfathering rule, even if the payments on the Series A2 Notes are otherwise potentially subject to FATCA withholding, the Series A2 Notes, so long as they are characterised as indebtedness for U.S. federal income tax purposes, should only become subject to the FATCA regime if the Series A2 Notes are issued (or materially modified) after the date that is six months after the date final regulations defining the term "foreign passthru payment" are published. No such final regulations have been published yet. In particular, a FATCA withholding tax may be triggered if (i) the issuer is a foreign financial institution ("**FFI**") (as defined by FATCA), which enters into and complies with an agreement with the IRS to provide certain information on its account holders (a term which includes the holders of its debt or equity interests that are not regularly traded on an established securities market) (making the issuer a "**participating FFI**"), (ii) any payment by the issuer is considered to be attributable to any U.S. source "withholdable payment" to the issuer, and (iii) (a) an investor does not provide information sufficient for the participating FFI to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of such issuer, or (b) any FFI through which payment on the notes or other payments are made is not a participating FFI.

The United States has entered into IGAs to implement FATCA with a number of jurisdictions. Different rules than those described above may apply if the Issuer or an investor is resident in a jurisdiction that has entered into an IGA. Italy and the United States have entered into a so-called Model 1 IGA under which information regarding certain direct and indirect holders of the Series A2 Notes may be provided to the Italian tax authorities, which would provide such information to the U.S. tax authorities. Under the Italian IGA, the Issuer would not be required to enter into an agreement with the IRS or withhold under FATCA from payments it makes on the Series A2 Notes if it complies with the terms of the Italian IGA. However if (i) the placement of the Series A2 Notes is not performed by a Reporting Italian Financial Institution ("**RIFI**"), or (ii) the Series A2 Notes are not sold by the Issuer to a RIFI, or (iii) the Series A2 Notes are not subscribed for by the Issuer and are held among its assets ("*mantenute nel proprio attivo dello stato patrimoniale*"), the Issuer may be required to register with the IRS and comply with legislation implemented to give effect to such IGA.

Because many aspects of the application of FATCA to the Issuer are uncertain and will have to be addressed in future legislation or regulatory guidance, it is not clear at this time how the FATCA reporting and withholding regime may affect interest, principal or other amounts due under the Series 2 Notes or any payment to be made by any paying agent or any other Party to this Transaction, or what actions, if any, will be required to minimise the impact of FATCA on the Issuer and the Noteholders. No assurance can be given that the Issuer will take any actions or that, if actions are taken, they will be successful in minimising the new FATCA withholding tax. If an amount in respect of U.S. withholding tax (including under FATCA) were to be deducted or withheld from interest or principal on the Series 2 Notes or other payments from a Party to this Transaction as a result of a holder's failure to comply with these rules or as a result of the presence in the payment chain of a non-participating FFI, none of the Issuer, any paying agent or any other person would, pursuant to the Conditions or any other Transaction Documents, be required to pay additional amounts as a result of the deduction or withholding of such tax.

Holders of Series 2 Notes should consult their own tax advisors about the application of FATCA and on how the above rules may apply to, or affect payments to be received under the Series 2 Notes or any other payments to be made by the Parties to this Transaction.

Volcker Rule

The Issuer will be relying on an exclusion or exemption under the Investment Company Act contained in Section 3(c)(5)(C) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the the Dodd-Frank Wall Street Reform and Consumer Protection Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund"; and (iii) entering into certain relationships with such funds. The Volcker Rule became effective on 21 July 2012, and final regulations implementing the Volcker Rule were adopted on 10 December 2013 and became effective on 1 April 2014. Conformance with the Volcker Rule and its implementing regulations is required by 21 July 2015 (or by 21 July 2016 in respects of investments in and relationships with covered funds that were in place prior to 31 December 2013, with the possibility of a further one-year extensions). Under the Volcker Rule, unless otherwise jointly determined by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. Although prior to the deadlines for conformance, banking entities were or are required to make good-faith efforts to conform their activities and investments to the Volcker Rule, the general effects of the Volcker Rule remain uncertain. Any prospective investor in the certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

RISK FACTORS IN RELATION TO THE ISSUER

Source of payments to Noteholders

The Series 2 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 Series 2 Notes will not be obligations or responsibilities of, or be guaranteed by, Banco Popolare (in any capacity), the Representative of the Noteholders, the Principal Paying Agent, the Agent Bank, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, the Corporate Servicer, the Administrative Servicer, the Computation Agent, the Servicer, the Back-Up Servicer Facilitator, the Initial Series 2 Notes Subscriber, the quotaholder(s) 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 Series 2 Notes.

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

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

Consequently, there is no assurance that, over the life of the Series 2 Notes or at the redemption date of any Series 2 Notes (whether on maturity, on the Cancellation Date, or upon redemption by acceleration of maturity following service of an Issuer Acceleration Notice or otherwise), there will be sufficient funds to enable the Issuer to pay interest when

due on the Series 2 Notes and/or to repay the outstanding principal on the Series 2 Notes in full.

The ability of the Issuer to meet its obligations in respect of the Series A2 Notes will be dependent on, *inter alia*, the timely payment of amounts due under the Mortgage Loans by the Borrowers, the receipt by the Issuer of Collections received on its behalf by the Servicer in respect of the Mortgage Loans from time to time in the Portfolio and the receipt of any other amounts required to be paid to the Issuer by the various agents and counterparts of the Issuer pursuant to the terms of the relevant Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. See "*Risk factors - Administration and reliance on third parties*".

The Series 2 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 Series 2 Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts. Following the service of an Issuer Acceleration Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of the Noteholders of the Issuer's Rights.

Upon enforcement of the Note Security, the Representative of the Noteholders will have recourse only to the Claims and to the assets pledged, charged and assigned pursuant to the Italian Deed of Pledge and the English Deed of Charge and Assignment. Other than as provided in the Warranty and Indemnity Agreement, the Transfer Agreements, the Servicing Agreement and the Letter of Undertaking, the Issuer and the Representative of the Noteholders will have no recourse to Banco Popolare (in any capacity) or to any other entity including, but not limited to, in circumstances where the proceeds received by the Issuer from the enforcement of any particular Mortgage Loan are insufficient to repay in full the Claim in respect of such Mortgage Loan.

If, upon default by one or more Borrowers under the Mortgage Loans and after the exercise by the Servicer of all usual remedies in respect of such Mortgage Loans, the Issuer does not receive the full amount due from those Borrowers, then Series A2 Noteholders may receive by way of principal repayment an amount less than the face value of their Series A2 Notes and the Issuer may be unable to pay in full interest due on the Series A2 Notes.

Claims of unsecured creditors of the Issuer

By operation of Securitisation Law, the right, title and interest of the Issuer in and to the Portfolio and the other Issuer's Rights will be segregated from all other assets of the Issuer (including, for the avoidance of doubt, from assets relating to other securitisations carried out by the Issuer pursuant to the Securitisation Law) and amounts deriving therefrom (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 be available on a winding up of the Issuer only to satisfy the Issuer's obligations to the Noteholders and to pay other costs of the Securitisation. Amounts derived from the Portfolio and the other Issuer's Rights (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 not be available to any other 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 order to ensure such segregation: (i) the Issuer is obligated pursuant to the Bank of Italy regulations to open and to keep separate accounts in relation to each securitisation

transaction; and (ii) the Servicer shall be able to identify 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 Transaction have undertaken not to credit to the Accounts amounts other than those set out in the Agency and Accounts Agreement.

Moreover, the provisions of article 3 of the Securitisation Law concerning the patrimonio separato are not likely to apply in circumstances where the cash-flow referred to above is commingled with the assets of a party other than the Issuer (such as, for example, the Servicer – see in this respect the section headed "*Liquidity and credit risk*"). Thus, if any such party becomes insolvent, any such cash-flow held by it could not be included in the *patrimonio separato*.

It should be noted that the recent amendements made to the Securitisation Law, provide, among others, that 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 fulfill 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 insolvency or administrative proceeding under Title IV of the Consolidated 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.

In addition, 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 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.

Prospective Noteholders should be aware that, as at the date of this Prospectus, these new provisions of the Securitisation Law have not been tested in any case law nor specified in any further regulation.

In addition, no guarantee can be given on the fact that the parties to the Transaction will comply with the law 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.

In any case, the corporate purpose 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 transaction that is not contemplated in the Transaction Documents. To the extent that the Issuer has creditors not being party to the Transaction Documents, the

Issuer has established the Expenses Account and the funds therein may be used for the purposes of paying the ongoing fees, costs, expenses and taxes of the Issuer to third parties, excluding the Other Issuer Creditors, in respect of the Securitisation, to the extent that payment of such fees, costs, expenses and taxes is not deferrable to the immediately succeeding Payment Date.

Previous Securitisation and Further Securitisations

The Issuer's principal assets are the Claims and the portfolio of claims acquired in the context of the Previous Securitisation (the "**Previous Portfolio**").

On the Subsequent Issue Date, the Issuer has no assets other than the Claims and the Issuer's Rights as described in this Prospectus as well as the Previous Portfolio and the agreements entered into by the Issuer in relation to the Previous Securitisation which, however, do not constitute collateral for the Notes and are not available to the Noteholders for any purpose.

The Issuer may, by way of a separate transaction, purchase (or finance pursuant to article 7 of the Securitisation Law) and securitise further portfolios of monetary claims in addition to the Claims (each, a "**Further Securitisation**"). Before entering into any Further Securitisation, the Issuer is required, *inter alia*, to obtain the written confirmation of the Representative of the Noteholders and to obtain confirmation from the Rating Agencies that the then current ratings of the Series A2 Notes will not be adversely affected by such Further Securitisation.

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

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

Tax treatment of the Issuer

Taxable income of the Issuer is determined in accordance with Italian Presidential Decree No. 917 of 22 December 1986. Pursuant to the regulations issued by the Bank of Italy on 21 January 2014 (*Istruzioni per la redazione dei bilanci e dei rendiconti degli Intermediari finanziari ex art. 107 del TUB, degli Istituti di pagamento, degli IMEL, delle SGR e delle SIM*), as amended and supplemented, 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, such taxable income should be calculated on the basis of accounting, i.e. on-balance sheet, earnings, subject to such adjustments as are specifically provided for by applicable income tax rules and regulations. On this basis, no taxable income should accrue to the Issuer in the context of the transfer to the Issuer of the Portfolio. This opinion has been expressed by scholars and tax specialists and has been confirmed by the tax authority (Circular No. 8/E issued by the Italian tax authority (*Agenzia delle Entrate*) on 6 February 2003) on the grounds that the net proceeds generated by the securitised assets may not be considered as legally available to an issuer insofar as any and all amounts deriving from the underlying assets are specifically destined to satisfy the obligations of such issuer to the noteholders, the originator and any other creditors of the issuer in respect of the securitisation of the underlying assets in compliance with applicable laws.

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.

A transfer of claims falls within the scope of VAT if it can be characterised as a supply of services rendered by the purchaser. In this respect, a transfer of claims entails a supply of services in the event and to the extent that (i) it has a "*financial purpose*" pursuant to Article 3, paragraph 2, item 3) of Presidential Decree of 26 October 1972, No. 633 and (ii) it is effected for consideration pursuant to Article 3, paragraph 1 of the above mentioned Presidential Decree. In such a case, the transfer of the claims is subject to VAT at the zero percent. rate (VAT exempt transaction) provided that it could not be qualified as credit recovery (attività di recupero crediti) subject to VAT rate of 22 per cent. As far as the "financial purpose" is concerned, it must be pointed out that the transfer of the claims related to the securitisation in question takes place in the context of a "financial transaction" because (a) the Originator transfers the claims to the Issuer in order to enable the latter to raise funds (through the issuance of Series A2 Notes collateralised by the claims) to be advanced to the Originator as transfer price of the claims; (b) the Issuer will effectively be entitled to retain for itself all collection and recoveries proceeds of the claims to the extent necessary to repay the principal amount of the Series A2 Notes and to pay interest thereon and all costs borne by the Issuer in the context of the Transaction. In this respect, the transfer of claims in the context of a securitisation transaction should not be deemed as credit recovery (attività di recupero crediti) subject to VAT rate of 22 per cent., based on the clarification given by the Italian Tax Authority in Resolution No. 32/E of 11 March 2011. As far as the transfer of claims for a consideration is concerned, it must be pointed out that this matter has been analysed by the EU Court of Justice and by Italian tax authority (*Agenzia delle Entrate*) in cases dealing with the VAT analysis of the transfer of claims within the context of a factoring transaction and without specifically considering a securitisation transaction (among others EU Court of Justice judgment of June 26, 2003 on case C-305/01 and Resolution No. 32/E of 11 March 2011 issued by Agenzia delle Entrate). However it is also to be mentioned that since both factoring and securitisation transaction share similar "financial purposes", the general consensus in the tax doctrine is that the transfer of claims must be treated similarly within the context of both transactions. According to the above-mentioned judgments and resolutions, the remuneration of the "financial transaction" executed through the assignment of claims would be represented by any existing positive difference between the face value of the claims and the purchase price paid by the purchaser for the purchase of the same claims (i.e. the so-called "***Discount***") as well as by any commission paid by the transferor with the purpose to remunerate the transferee for the payment in advance made before the expiration of the claim, which in substance constitutes a financing. In such a case, the transfer of the

claims is subject to VAT at the zero per cent. rate (VAT exempt transaction). In the absence of a remuneration for the financing granted through the transfer of claims, such transfer cannot result in the supply of a "financial transaction" for VAT purposes. In a judgment (Judgment of October 27, 2011 on case C-93/10), the EU Court of Justice took an even more restrictive view on this matter, by stating, with specific reference to non-performing claims, as follows "an operator who, at his own risk, purchases defaulted debts at a price below their face value does not effect a supply of services for consideration and does not carry out an economic activity falling within the scope of that directive when the difference between the face value of those debts and their purchase price reflects the actual economic value of the debts at the time of their assignment". On the basis of a cross interpretation of principles embodied in Resolution No. 32/E of 2011 and EU Court of Justice C-93/10, it can be summarised that, with specific reference to non-performing claims, whenever the amount paid by a purchaser in exchange for the acquisition of the claims reflects the actual economic value of the claims, no "financial service" for VAT purposes would be rendered by the purchaser. According to the above in a context of a securitisation transaction, as the one at stake, if (i) a portfolio of performing claims is not transferred either for a consideration due by the transferor to the transferee or for a discount below the face value of the claims or (ii) a portfolio of non-performing claims is transferred for a price not below the actual economic value of the claims at the time of their assignment, the relevant transfer could be treated not as a "financial transaction" rendered by the Issuer and therefore the transaction could not qualify for VAT purposes as "*operazione esente*" (VAT exempt subject to VAT at the zero per cent. rate) and could qualify instead as "*operazione fuori campo*" (out of the scope of VAT and not subject to VAT). In this respect, if a transaction does not fall within the scope of VAT, VAT is not due and proportional registration tax will be applicable. Should for any reason the Transfer Agreements be subject, either voluntarily or in case of use or enunciation, to registration, 0.5% registration tax will be payable by the relevant parties thereto on the nominal value of the transferred claims.

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 Consolidated 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.

The Issuer believes that the risks described above are the principal risks inherent in the Securitisation for holders of the Series A2 Notes but the inability of the Issuer to pay interest or repay principal on the Series A2 Notes of any such Class of Series A2 Notes may occur for other reasons and the Issuer does not represent that the above statements of the risks of holding the Series A2 Notes are exhaustive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Series A2 Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Series A2 Notes of such Series A2 Notes of interest or principal on such Series A2 Notes on a timely basis or at all.

CREDIT STRUCTURE

Ratings of the Series 2 Notes

It is a condition precedent to the issue of the Series 2 Notes that the Series A2 Notes will be rated A(high)(sf) by DBRS Ratings Limited and A1(sf) by Moody's Investors Service Limited.

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 DBRS Ratings Limited and Moody's Investors Service Limited.

Cash flow through the Accounts

Collections in respect of the Mortgage Loans will be paid by the Borrowers to the Servicer. Under the Servicing Agreement, the Servicer is required to transfer the Collections into the Interim Account by no later than the receipt date, for value as at the relevant receipt date, provided that, in the case of exceptional circumstances causing an operational delay in the transfer, the Collections are required to be transferred to the Interim Account by no later than the day on which the operational delay in the transfer has been resolved.

In particular, payments made (i) through the direct debit mechanism will automatically pass from the current account of the relevant Borrower to the Interim Account; and (ii) by, respectively, cash, inter-banking direct debit of the Borrowers' bank account opened with a bank other than the Originator (*R.I.D. – rimessa interbancaria diretta*) and payment request (*MAV – mediante avviso*) will be credited by the Servicer on the Interim Account through an automatic process.

The Interim Account Bank is then required to transfer by 1 p.m. (Milan time) on each Business Day, so long as Banco Popolare acts as Interim Account Bank in accordance to the Agency and Accounts Agreement, all amounts standing to the credit of the Interim Account into the Collection Account which is held with the Additional Transaction Bank.

Under the Agency and Accounts Agreement, the Additional Transaction Bank has agreed to pay interest on funds on deposit from time to time in the Transaction Accounts at a rate agreed between the Issuer and the Additional Transaction Bank.

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.

Cash Reserve

On the Initial Issue Date, the Issuer has established a reserve fund in the Cash Reserve Account.

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

The Cash Reserve Account has been funded on the Initial Issue Date in an amount equal to €64,000,000.00 (sixty-four million), (i) €60,000,000.00 (sixty million), being the amount drawndown under the Subordinated Loan Agreement, and (ii) €4,000,000.00 (four million), being equal to a portion of the aggregate amounts collected under the Initial Mortgage Loans between the Initial Valuation Date (included) and the Initial Closing Date (but excluding

those collections constituting repayment of principal and prepayments).

On the Interest Payment Date falling on 28 October 2016 the Cash Reserve Account will be credited of Euro 64,000,000.00 pursuant to item (*fifth*) of the Pre-Enforcement Priority of Payments.

On each Interest Payment Date, the Cash Reserve will be increased or replenished, as the case may be, up to the Target Cash Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments.

On each Calculation Date, the Cash Reserve (or part of it) will be used to augment the Issuer Available Funds to meet any shortfall of the Issuer Available Funds in respect of payments ranking as items (*First)* to *(Fourth)* of the Pre-Enforcement Order of Priority *provided that* the Cash Reserve could be fully utilised (i) starting from the Interest Payment Date on which the Class A Notes are repaid in full, (ii) if by doing so the Class A Notes will be fully redeemed on the relevant Interest Payment Date and (iii) on the earlier of (a) the Maturity Date and (b) the first Interest Payment Date on which the Post – Enforcement Priority of Payments applies.

Subordination

Payments of interest and repayment of principal under the Series A2 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 "*Key features - Summary of the Series 2 Notes – Ranking*" and Condition 3(b) (*Ranking*).

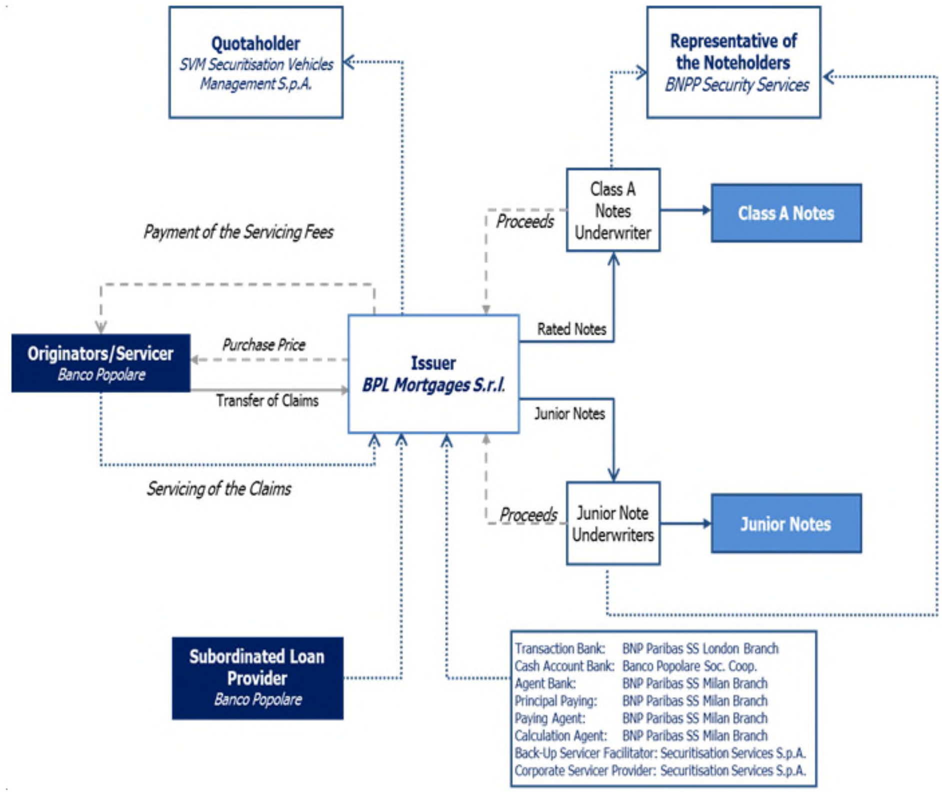
See "*Key features - Priority of Payments*", "*Risk factors – Subordination*" and "*Terms and Conditions of the Series 2 Notes*".

Note Security

The Series 2 Notes will be secured by the Note Security. See "*Key features - Summary of the Series 2 Notes, Security for the Notes*".

STRUCTURE DIAGRAM

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



FINANCIAL STATEMENTS OF THE ISSUER

The statutory financial statements as of 2014 and as of 2015 have been prepared on behalf of BPL Mortgages S.r.l. and are set out in this Prospectus.

The Issuer's auditor is Reconta Ernst & Young S.p.A., registered in the Register of Accountancy Auditors (*Registro dei Revisori Contabili*), whose offices are at Via Po, 32, 00198 Rome, Italy. The Issuer's accounting reference date is 31 December in each year. The next statutory financial statements will be prepared as at 31 December 2016.

The preparation of the Issuer's financial statements in compliance with the Italian regulations governing financial statements is the responsibility of BPL Mortgages S.r.l.'s sole director. The independent auditors' responsibility is to express an opinion on these financial statements based on their audits. The financial statements have been prepared for the purpose of their inclusion in this Prospectus prepared by BPL Mortgages S.r.l. for the issue of certain floating rate notes due 2058. The independent auditors' report is not issued pursuant to the provisions of the Italian law, as BPL Mortgages S.r.l. for the years ended 31 December 2014 and 2015 was not required to the statutory audit, pursuant to art. 2477 of the Italian Civil Code.

Reconta Ernst & Young S.p.A. has provided the auditor's reports under this section and, together with the Issuer, accepts responsibility for the information contained in such auditor's reports. To the best of the knowledge of the Reconta Ernst & Young 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 for aforesaid, Reconta Ernst & Young S.p.A. has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

The auditor's reports have been included in this Prospectus, in the form and context below, with the consent of Reconta Ernst & Young S.p.A..

The information contained in the auditor's reports below has been obtained from Reconta Ernst & Young S.p.A.. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by Reconta Ernst & Young S.p.A., no facts have been omitted which would render the reproduced information inaccurate or misleading.

Please see below the financial statements and the auditor's report.

BPL MORTGAGES S.r.l.

Via V. Alfieri 1, 31015 Conegliano (TV)
Quota Capital Euro 12,000.00, fully paid up
Treviso Register of Companies no. 04078130269, Econ. Admin. Index no. 321099
Tax Code and VAT no. 04078130269
Registered on the List of Special Purpose Vehicles with no. 33259.3 pursuant to the Bank of Italy Instructions of 29 April 2011

FINANCIAL STATEMENTS AS AT 31 DECEMBER 2014

The present document is the English translation of the Italian Financial Statements, prepared for and used in Italy and translated only for the convenience of international readers. The Financial Statements were prepared using International Reporting Standards (IAS/IFRS). In the event of any incongruity the Italian text will prevail.

CORPORATE OFFICERS

SOLE DIRECTOR

Claudia Calcagni

BOARD OF STATUTORY AUDITORS

Vittorio Belviolandi	Chairman
Marco Bronzato	Standing Auditor
Francesco Bavagnoli	Standing Auditor

INDEPENDENT AUDITORS

RECONTA ERNST & YOUNG S.P.A.

Dear Quotaholder,
The Financial Statements as at 31 December 2014, comprising the Statement of Financial Position, Income Statement, Statement of Comprehensive Income, Statement of Changes in Quotaholders' Equity, Cash Flow Statement, Notes to the Financial Statements and this accompanying Director's Report on Operations, are hereby submitted for your approval.

These Financial Statements were prepared in application of international accounting standards issued by the International Accounting Standards Board (IASB) and related interpretations issued by IFRIC, all endorsed by the European Union, and in accordance with Bank of Italy Circular of 22 December 2014 "Instructions on the preparation of financial statements and reports of financial intermediaries pursuant to art. 107 of the Consolidated Banking Act, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" containing the formats and rules on financial intermediaries' preparation of financial statements.

1) REPORT ON OPERATIONS

Business operations

BPL Mortgages S.r.l. is a company established pursuant to art. 3, Italian Law 130/1999. Following the entry into force on 13 May 2011 of the Bank of Italy Supervisory Instructions of 29 April 2011, on "Reporting and statistical obligations of special purpose vehicles involved in securitisations" (implementing Italian Legislative Decree 141/2010, which amends art. 3, paragraph 3, Italian Law no. 130 of 30 April 1999), pursuant to art. 11, securitisation SPVs already registered in the General List according to art. 106 of the Consolidated Banking Act were cancelled and officially entered in the List of SPVs as envisaged in art. 4 of the aforementioned Bank of Italy Instructions.

The quota capital of Euro 12,000.00 is distributed as follows: SVM Securitisation Vehicles Management S.r.l. holds 100% of the nominal value of the quota capital. As envisaged in the "Agency and Accounts Agreement" of the outstanding transactions signed, respectively, as part of the fifth securitisation on 20 December 2012, the sixth transaction on 8 March 2013, and the seventh transaction on 27 June 2014, with effect from completion of each securitisation, all costs incurred by the Company are covered by equal amounts recognised from the segregated assets for each securitisation with a view to guaranteeing regular corporate operations.

In compliance with the Articles of Association and the aforementioned legal provisions, the sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, by the purchase against payment of monetary receivables, both existing and future, identified en bloc if multiple monetary loans are involved, financed through recourse to the Company's issue of notes as referred to in art. 1 paragraph 1b) and art. 5, Italian Law 130/1999. Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other transactions carried out by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question. To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased and to provide cash and payment services.

Note that by resolution of the Quotaholders' Meeting of 12 December 2008, arrangements were made to amend art. 4 of the Articles of Association, extending the expiry date of the Company to 31 December 2060.

As at 31 December 2014, there were three outstanding securitisations, specifically: one securitisation of residential mortgages ("BPL Mortgages 5") implemented following transfer of a mortgages portfolio in November 2012, a securitisation of land loans, mortgage loans, agricultural loans and unsecured loans disbursed to SMEs ("BPL Mortgages 6") initiated with the transfer of a loan portfolio in February 2013, and a securitisation of mortgages, land loans, agricultural loans and other loans disbursed to SMEs ("BPL Mortgages 7") through the transfer of a loan portfolio in May 2014.

Significant events during the year

BPL Mortgages 5 securitisation

BPL Mortgages 5 - Interest Payment Date 31 January 2014

The cash flows generated from the securitisation proceeds for the period 1 October 2013 to 31 December 2013 were settled on 31 January 2014. In particular, the Total Issuer Available Funds amounted to Euro 149,169,948, of which Euro 85,169,948 in Total Collections (including Euro 64,199,838 capital and Euro 20,903,795 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 2,399,132 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 82,567,761.

BPL Mortgages 5 - Interest Payment Date 30 April 2014

The cash flows generated from the securitisation proceeds for the period 1 January 2014 to 31 March 2014 were settled on 30 April 2014. In particular, the Total Issuer Available Funds amounted to Euro 146,261,051, of which Euro 82,261,051 in Total Collections (including Euro 62,205,138 capital and Euro 19,957,172 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 2,757,645 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 79,305,191.

BPL Mortgages 5 - Interest Payment Date 31 July 2014

The cash flows generated from the securitisation proceeds for the period 1 April 2014 to 30 June 2014 were settled on 31 July 2014. In particular, the Total Issuer Available Funds amounted to Euro 144,381,892, of which Euro 80,381,892 in Total Collections (including Euro 60,522,364 capital and Euro 19,765,811 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 2,905,148 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 77,305,039.

BPL Mortgages 5 - Interest Payment Date 30 October 2014

The cash flows generated from the securitisation proceeds for the period 1 July 2014 to 30 September 2014 were settled on 30 October 2014. In particular, the Total Issuer Available Funds amounted to Euro 140,984,712, of which Euro 76,984,712 in Total Collections (including Euro 57,987,656 capital and Euro 18,939,969 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,937,066 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 74,884,894.

Collections October 2014 - December 2014

The total collections on the securitisation for the period 1 October 2014 to 31 December 2014, as indicated in the Servicer Report, amounted to Euro 82,711,896, of which Euro 18,709,812 interest and Euro 64,002,084 capital. The next Interest Payment Date will be 31 January 2015.

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgages portfolio amounted to Euro 3,044,982,958, divided between performing, substandard, past due and restructured loans (as defined in Bank of Italy instructions) for Euro 3,026,552,923, net of related provisions for write-downs, and bad loans for Euro 18,430,035 net of related provision for write-downs.

a) Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,044,982,958**	**100.00%**	**3,299,008,017**	**100.00%**
Banco Popolare	*3,044,982,958*	*100.00%*	*2,777,231,219*	*84.18%*
Banco Popolare (formerly Creberg)	-	-	*521,776,798*	*15.82%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2014 totalled: Euro 4,672,793 provision for write-downs of bad loans, Euro 6,979,319 provision for write-downs of substandard loans, Euro 1,143,093 provision for write-downs of past due loans, and Euro 78 provision for write-downs of restructured loans. Note that the classification indicated for bad loans, substandard loans, past due loans and restructured loans is that recorded in the accounting records and IT systems of the Servicers.

b) of which performing, substandard, past due and restructured loans

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,026,552,923**	**100.00%**	**3,298,141,568**	**100.00%**
Banco Popolare	*3,026,552,923*	*100.00%*	*2,776,432,285*	*84.18%*
Banco Popolare (formerly Creberg)	-	-	*521,709,283*	*15.82%*

c) of which bad loans

Bank	Bad loans as at 31/12/2014	% Bad loans as at 31/12/2014	Bad loans as at 31/12/2013	% Bad loans as at 31/12/2013
Banco Popolare (*)	**18,430,035**	**100.00%**	**866,449**	**100.00%**
Banco Popolare	*18,430,035*	*100.00%*	*798,934*	*92.21%*
Banco Popolare (formerly Creberg)	-	-	*67,515*	*7.79%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

Performance of the “BPL Mortgages 5” securitisation

Downgrading of Banco Popolare - Contractual amendments

Following the downgrading of Banco Popolare during the prior year by the Moody’s rating agency, amendments were made to the transaction’s contractual documentation on 9 June 2014, agreed with the rating agencies and the Representative of Noteholders in order to maintain the rating on the issued securities. These included the amendment of the Servicing Contract to change the minimum rating level envisaged for the appointment of the Back-up Servicer (from “Ba2” to “B1” for Moody’s and from “BB” to “B (high)” for DBRS). Additionally, the Agency and Accounts Agreement contract was changed to appoint BNP Paribas Securities Services, London branch, a bank satisfying the contractually required rating levels, to perform the role of Additional Transaction Bank and to maintain the Collection Account current account, replacing Banco Popolare. Hence, in June the amounts credited to the account with Banco Popolare, London branch, were transferred to a current account owned by the SPV and opened at BNP Paribas Securities Services, London branch. Moreover, the minimum rating level required for the role of Additional Transaction Bank was raised to “A2” and “A” by Moody’s and DBRS,

respectively, if said role was performed by a counterparty other than Banco Popolare. Following these contractual amendments, the rating on the issued securities was confirmed by Moody's and DBRS.

BPL Mortgages 6 securitisation

BPL Mortgages 6 - Interest Payment Date 2 June 2014

The cash flows generated from the securitisation proceeds for the period 1 November 2013 to 1 May 2014 were settled on 2 June 2014. In particular, the Total Collections amounted to Euro 659,763,704, (including Euro 444,568,609 capital and Euro 57,169,658 interest) and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 10,054,192 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 490,836,393.

BPL Mortgages 6 - Interest Payment Date 1 September 2014

The cash flows generated from the securitisation proceeds for the period 1 May 2014 to 31 July 2014 were settled on 1 September 2014. In particular, the Total Collections amounted to Euro 436,915,519 (including Euro 195,573,775 capital and Euro 31,221,348 interest), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 4,365,636 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 274,704,338.

BPL Mortgages 6 - Interest Payment Date 1 December 2014

The cash flows generated from the securitisation proceeds for the period 1 August 2014 to 31 October 2014 were settled on 1 December 2014. In particular, the Total Collections amounted to Euro 330,148,908 (including Euro 150,192,181 capital and Euro 22,445,066 interest), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 3,141,935 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 169,234,541.

Collections 1 November 2014 - 31 December 2014

The total collections on the securitisation for the period 1 November 2014 to 31 December 2014, as indicated in the Servicer Report prepared for internal use, amounted to Euro 146,979,314, of which Euro 20,942,257 interest and Euro 126,037,057 capital.

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgages portfolio amounted to Euro 3,332,052,168, divided between performing, substandard and past due loans (as defined in Bank of Italy instructions) for Euro 3,262,871,904 net of related provisions for write-downs, and bad loans for Euro 69,180,264 net of related provisions for write-downs.

a) Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,332,052,168**	**100.00%**	**4,147,568,799**	**100.00%**
Banco Popolare	*3,332,052,168*	*100.00%*	*3,443,226,712*	*83.02%*
Banco Popolare (formerly Creberg)	-	-	*704,342,087*	*16.98%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2014 totalled Euro 17,015,825 provision for write-downs of bad loans, Euro 59,329,775 provision for write-downs of substandard loans and Euro 5,225,269 provision for write-downs of past due loans. Note that the classification indicated for bad loans, substandard loans and past due loans is that recorded in the accounting records and IT systems of the Servicers.

b) of which performing, substandard, past due and restructured loans

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,262,871,904**	**100.00%**	**4,140,463,820**	**100.00%**
Banco Popolare	*3,262,871,904*	*100.00%*	*3,436,504,658*	*63.00%*
Banco Popolare (formerly Creberg)	-	-	*703,959,162*	*17.00%*

c) of which bad loans

Bank	Bad loans as at 31/12/2014	% Bad loans as at 31/12/2014	Bad loans as at 31/12/2013	% Bad loans as at 31/12/2013
Banco Popolare (*)	**69,180,264**	**100.00%**	**7,104,979**	**100.00%**
Banco Popolare	*69,180,264*	*100.00%*	*6,722,054*	*94.61%*
Banco Popolare (formerly Creberg)	-	-	*382,925*	*5.39%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

Performance of the "BPL Mortgages 6" securitisation

Downgrading of Banco Popolare - Contractual amendments

Following the downgrading of Banco Popolare during the prior year by the Moody's rating agency, amendments were made to the transaction's contractual documentation on 24 June 2014, agreed with the rating agencies and the Representative of Noteholders in order to maintain the rating on the issued securities. These included the amendment of the Servicing Contract to change the minimum rating level envisaged for the appointment of the Back-up Servicer (from "Ba2" to "B1" for Moody's and from "BB" to "B (high)" for DBRS). Additionally, the Agency and Accounts Agreement contract was changed to appoint BNP Paribas Securities Services, London branch, a bank satisfying the contractually required rating levels, to perform the role of Additional Transaction Bank and to maintain the Collection Account current account, replacing Banco Popolare. Hence, in June the amounts credited to the account with Banco Popolare, London branch, were transferred to a current account owned by the SPV and opened at BNP Paribas Securities Services, London branch. The minimum rating level required by Moody's for Banco Popolare to perform the role of Transaction Bank for the maintenance of the Cash Reserve current account was raised from "Ba1" to "B1".

Moreover, the minimum rating level required for the role of Additional Transaction Bank was raised to "A2" and "A" by Moody's and DBRS, respectively, if the aforementioned role was performed by a counterparty other than Banco Popolare. The minimum rating levels required to establish additional cash reserves to hedge set-off and commingling risks were changed (from "Ba1" to "B1" by Moody's and from "BBB" to "B (high)" by DBRS). Finally, the contractual documentation was amended to change to frequency of the Interest Payment Dates from half-yearly to quarterly. Beginning with the IPD of 1 September 2014, the new Interest Payment Dates will by 30 November, 28 February, 31 May and 31 August of each year. Following the aforementioned contractual amendments, the rating on the issued securities was confirmed by Moody's and DBRS.

BPL Mortgages 7 securitisation

On 10 May 2014, Banco Popolare and Creberg (the Originators) transferred to the Company a portfolio of mortgages, land loans, agricultural loans and other loans disbursed to SMEs, for a total residual debt (excluding accruals) of Euro 1,795,740,519. The transactions was concluded with the signature of the transfer agreements on 27 May 2014.

The total residual debt (accruals excluded) on the portfolios of the two Originators at the transfer date is as follows:

Bank	Residual debt as at 11/05/2014 (**)	% Portfolio as at 11/05/2014
Banco Popolare (*)	**1,795,740,519**	**100.00%**
Banco Popolare	*1,482,163,360*	*82.54%*
Banco Popolare (formerly Creberg)	*313,577,159*	*17.46%*

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

(**) The residual debt includes capital up to maturity of Euro 1,772,850,577, plus capital and interest past due of Euro 22,889,942.

In order to finance the purchase of the loans, the Company issued three classes of Asset Backed Securities with limited recourse on 30 June 2014 for a total of Euro 1,795,598,000. The notes have the following characteristics:

- Class A Senior Notes, with legal maturity of 25 November 2054, having an "A2" rating from Moody's Investors Services and an "A" rating from DBRS, listed on the Irish Stock Exchange, for a total nominal value of Euro 1,077,400,000;
- Class B Mezzanine Notes, with legal maturity of 25 November 2054, having a "Baa2" rating from Moody's Investors Services and a "BBB-" rating from DBRS, listed on the Irish Stock Exchange, for a total nominal value of Euro 269,300,000;
- Class C Junior Notes, not rated and unlisted, for a total nominal value of Euro 448,898,000;

All classes of the Notes were subscribed by Banco Popolare. The Senior Notes envisage a return at the 3M Euribor rate plus 0.30%, the Mezzanine Notes envisage a return at the 3M Euribor rate plus 0.80%, while the return on the Junior Notes is represented by the excess spread generated by the securitisation. On 19 August 2014, the Class A Notes issued by the Company received confirmation of assignability by the ECB and are used by Banco Popolare in refinancing transactions with the European Central Bank.

The structure of the securitisation envisages a Cash Reserve of Euro 80,802,000, of which Euro 76,900,000 established as at the date of issue through a Subordinated Loan granted to the Company by Banco Popolare, and Euro 3,902,000 from interest collected on the portfolio from the date of transfer to the Closing Date of 27 May 2014. The Company must pay interest on the aforementioned loan at the 3M Euribor rate plus 2.5% spread, which will be paid in accordance with the contractually established payments waterfall.

As part of the transaction, each Originator must perform the role of Servicer, or the party responsible for collecting the transferred loans as well as providing cash and payments services. Following the merger of Credito Bergamasco into Banco Popolare with legal effective date of 1 June 2014, Banco Popolare took over all the roles performed by Credito Bergamasco for the securitisation and, in particular, the role of Servicer. Banco Popolare also performs the role of Interim Account Bank (custodian bank for the SPV's accounts), or rather, is responsible for the daily transfer of the interest and capital instalments paid by the respective borrowers and credited to the Company's current account with Banco Popolare, to the Company's current account with BNP Paribas Securities Services, London branch ("Transaction Bank"). In its role of Cash Account Bank for the transaction, the London branch of Banco Popolare has opened a Cash Reserve Account, containing the cash reserve contractually envisaged and established on the issue date for a total amount of Euro 80,802,000. Banco Popolare is also the Administrative Servicer, performing certain accounting services and fulfilling certain tax obligations on behalf of the Company.

BPL Mortgages 7 - Interest Payment Date 26 August 2014

On 26 August 2014, the initial payment date of the securitisation, the cash flows deriving from collections on the securitisation for the period 12 May 2014 to 31 July 2014 were settled, net of collections already used to set up the Expense Account for Euro 50,000 and the Cash Reserve for Euro 3,902,000. In particular, the Total Collections amounted to Euro 260,052,246 (including Euro 166,929,588 capital and Euro 12,316,888 interest), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest was paid on the Class A Notes of Euro 764,236 and on the Class B Notes of Euro 404,219, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 177,805,477.

BPL Mortgages 7 - Interest Payment Date 25 November 2014

The cash flows generated from the securitisation proceeds for the period 1 August 2014 to 31 October 2014 were settled on 25 November 2014. In particular, the Total Collections amounted to Euro 199,460,627 (including Euro 106,870,901 capital and Euro 11,724,790 interest), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest was paid on the Class A Notes of Euro 1,105,152 and on the Class B Notes of Euro 671,200, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 116,713,772.

Collections 1 November 2014 - 31 December 2014

The total collections on the securitisation for the period 1 November 2014 to 31 December 2014, as indicated in the Servicer Report prepared for internal use, amounted to Euro 88,749,076, of which Euro 9,043,203 interest and Euro 79,705,873 capital.

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgages portfolio amounted to Euro 1,436,719,257, divided between performing, substandard, past due and restructured loans (as defined in Bank of Italy instructions) for Euro 1,436,454,853 net of related provisions for write-downs, and bad loans for Euro 264,404 net of related provision for write-downs.

a) Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 11/05/2014	% Portfolio as at 11/05/2014
Banco Popolare (*)	**1,436,719,257**	**100.00%**	**1,795,598,409**	**100.00%**
Banco Popolare	*1,436,719,257*	*100.00%*	*1,482,072,734*	*82.54%*
Banco Popolare (formerly Creberg)	*-*	*-*	*313,525,676*	*17.46%*

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2014 totalled: Euro 132,852 provision for write-downs of bad loans, Euro 5,938,679 provision for write-downs of substandard loans, Euro 3,225,065 provision for write-downs of past due loans, and Euro 108,064 provision for write-downs of restructured loans. Note that the classification indicated for bad loans, substandard loans, past due loans and restructured loans is that recorded in the accounting records and IT systems of the Servicers.

b) of which performing, substandard, past due and restructured loans

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014
Banco Popolare (*)	**1,436,454,853**	**100.00%**
Banco Popolare	*1,436,454,853*	*100.00%*
Banco Popolare (formerly Creberg)	*-*	*-*

c) of which bad loans

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014
Banco Popolare	**264,404**	**100.00%**
Banco Popolare	*264,404*	*100.00%*
Banco Popolare (formerly Creberg)	*-*	*-*

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

Group-related transactions

Merger of Credito Bergamasco and Banca Italease into Banco Popolare

On 27 May 2014, the deed finalising the merger of Credito Bergamasco S.p.A. into Banco Popolare Soc. Coop was filed with the competent Registers of Companies. The merger was legally effective from 1 June 2014, while the accounting and tax effects became effective 1 January 2014. In accordance with art. 2504-bis of the Italian Civil Code, Banco Popolare assumes the rights and obligations of the company participating in the merger from the legal effective date of the transaction, continuing in all the relationships prior to the aforementioned date.
Additionally, the Banco Popolare Board of Directors in its meeting of 1 April 2014, and the Banca Italease Extraordinary Shareholders' Meeting of 28 March 2014, approved the plan to merge Banca Italease into Banco Popolare, which began at the end of 2013. The completion of the Banca Italease merger was originally expected to become legally effective from 24 November 2014, but was postponed to the first quarter of 2015. The accounting and tax effects became effective from 1 January 2015.

The aforementioned transactions complete the rationalisation of the corporate structure that began in 2011, which led to the merger of the Group's "Area Banks", allowing the efficiency and profitability objectives to be achieved and at the same time safeguarding the individual banks' brand names and business vocation in serving their communities

Report on corporate governance and ownership structure

The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999 ("Law 130/1999"), by the purchase against payment of monetary receivables, both existing and future, financed through recourse to the issue of notes as referred to in art. 1 paragraph 1b), Law 130/1999. Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other transactions performed on which no action is permitted by creditors other than the holders of notes issued to finance purchase of the aforementioned loans. To the extent permitted by the provisions of Law 130/1999, the Company may conclude accessory transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes.
(a) As part of its corporate purpose, the Company arranged seven securitisations through the purchase of performing loans and by issuing notes listed on regulated markets. Consequently, pursuant to art. 123-bis, Italian Legislative Decree no. 58 of 24 February 1998, the report on operations of issuers with notes listed on regulated markets must contain a specific section, the "Report on corporate governance and ownership structure", which, in accordance with paragraph 2b) of that article, must provide information on the "main characteristics of the risk management and internal control systems for separate or consolidated financial reporting processes, as appropriate".
The Company has no employees. To pursue the Company purpose and therefore also in relation to risk management and internal control systems for the financial reporting process, the Company makes use of agents appointed ad hoc. The contractual documentation of the securitisation defines the criteria that must be followed for the appointment of agents and specifies the activities each agent is expected to perform for the Company. This information is also provided in Part D, Section F.3 of the Notes to the Financial Statements.
The agents are appointed from among persons who perform the duties assigned by the Company in a professional manner. Agents must complete their assignments in compliance with governing regulations and in such a way as to allow the Company to promptly comply with all securitisation-related and legal obligations.
The main roles covered by such agents are as follows:
(i) the Servicer that, amongst other things, is responsible for management of the loans purchased;
(ii) the Administrative Servicer, responsible for the Company's administrative and accounting management;
(iii) the Cash Manager, Calculation Agent and Paying Agent, which provide cash management, calculation and payment services;
(iv) the Corporate Servicer, responsible for corporate affairs.
Specifically, the Servicer is the "party appointed to collect the transferred loans and to perform collection and payment services" pursuant to art. 2, paragraph 3 c), Law 130/1999. In accordance with art. 2, paragraph 6 of Law 130/1999, the role of Servicer may be performed by banks or by

intermediaries registered in the Special List envisaged in art. 107, Italian Legislative Decree no. 385 of 1 September 1993, and are responsible for verifying that securitisations are performed in compliance with the law and the prospectus. Also pursuant to the Bank of Italy Instructions of 23 August 2000, Servicers are responsible for operational tasks and for ensuring the correct implementation of securitisations in the interest of investors and, in general, of the market. Lastly, with regard to the financial data, it should be mentioned that these are prepared by the Servicers based mainly on data provided by the entity appointed to manage the loans acquired.

Other information

The Company, in its Quotaholders' Meeting of 27 March 2014, renewed the appointment of the Board of Statutory Auditors for the three-year period 2014-2016, in accordance with art. 2477, paragraph 1 of the Italian Civil Code.

As the Company is a "public interest entity" pursuant to art. 16, paragraph 1a), Italian Legislative Decree no. 39 of 27 January 2010 and since it has issued debt securities listed on the Irish Stock Exchange, on 23 December 2010 the Quotaholders' Meeting appointed Reconta Ernst & Young S.p.A. the statutory audit of the Financial Statements for the nine-year period 2010-2018.

As regards the description of the main risks and uncertainties to which the Company is exposed, it should be emphasised that, given the special nature of regulatory provisions concerning securitisation SPVs, there is no information to report in relation to the Company's own assets. In particular, note that as already mentioned previously the Company was incorporated with the sole purpose of performing one or more securitisations, and this purpose is achieved with the implementation of seven securitisation transactions, three of which are outstanding as at 31 December 2014. The securitisations were structured by a leading international bank and the activities necessary in terms of operations have been assigned by the Company to professional operators specialised in providing financial and regulatory services within the framework of such transactions.
With regard to the securitisations, which constitute the Company's segregated assets, reference should be made to Section 1, Part D of the Notes to the Financial Statements.

Given the special nature of activities conducted and the absence of personnel, there is no information to report on environmental and personnel aspects.

Secondary offices

The Company has no secondary offices.

Financial instruments

Pursuant to art. 2428, paragraph 6-bis of the Italian Civil Code, with regard to information on the Company's use of financial instruments and the data required for assessment of the equity and financial position and the result for the period, it is hereby specified that the Company did not use financial instruments for its ordinary operations during 2014.

Treasury shares

The Company does not own treasury shares or shares of the parent company, directly or through trustee companies, nor has it acquired and/or sold such shares during the year.

Research and development

Given the specific nature of the Company, no specific research and development activities were performed.

Subsequent events after the end of the financial year

On 23 January 2015, following certain changes to the rating methodology applied, Moody's upgraded the Senior Notes of the BPL Mortgages 5 transaction from "A2" to "Aa2", the Senior Notes of the BPL Mortgages 6 transaction from "A2" to "A1" and, for the BPL Mortgages 7 transaction, upgraded the Senior Notes from "A2" to "A1" and the Mezzanine Notes for "Baa2" to "A3".

BPL Mortgages 5 - Interest Payment Date 31 January 2015

The cash flows generated from the securitisation proceeds for the period 1 October 2014 to 31 December 2014 were settled on 31 January 2015. In particular, the Total Issuer Available Funds amounted to Euro 146,744,262, of which Euro 82,744,262 in Total Collections (including Euro 64,002,084 capital and Euro 17,588,713 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,471,635 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 81,076,677.

Relations with subsidiaries, associates, parent companies and group companies

The Company is 100% owned by SVM Securitisation Vehicles Management S.r.l. with which it has no intercompany relations.

Transactions with related parties

With regard to transactions with related parties, reference should be made to Part D - Other information, Section 6 - Transactions with related parties in the Notes to the Financial Statements.

Business outlook

Future business will focus on the regular continuation of the existing securitisations. With regard to going concern assumptions, no situations have been recorded that would give any rise to doubt about the company's ability to continue operating normally.

Proposed resolution

The Financial Statements ended with a profit of Euro 57, which we propose to allocate as retained earnings.

Conegliano (TV), 09 February 2015

BPL MORTGAGES S.r.l.
A single member company
Sole Director
Claudia Calcagni

Building a better working world

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Independent auditors' report
Pursuant to articles 14 and 16 of Legislative Decree n. 39 of January 27, 2010
(Translation from the original Italian text)

To the sole Quotaholder
of BPL Mortgages S.r.l.

1. We have audited the financial statements of BPL Mortgages S.r.l. as of and for the year ended December 31, 2014, comprising the statement of financial position, the income statement, the statement of comprehensive income, the statement of changes in quotaholders' equity, the statement of cash flows, and the related explanatory notes. The preparation of these financial statements in compliance with International Financial Reporting Standards as adopted by the European Union and with art. 9 of Italian Legislative Decree n. 38/2005 is the responsibility of the BPL Mortgages S.r.l.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

2. We conducted our audit in accordance with auditing standards recommended by CONSOB (the Italian Stock Exchange Regulatory Agency). In accordance with such standards and procedures we planned and performed our audit to obtain the information necessary to determine whether the financial statements are materially misstated and if such financial statements, taken as a whole, may be relied upon. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, as well as assessing the appropriateness and correct application of the accounting principles and the reasonableness of the estimates made by management. We believe that our audit provides a reasonable basis for our opinion.

   The financial statements of the prior year are presented for the comparative purposes. As described in the explanatory notes, the management have restated certain comparative data related to the prior year with respect to the data previously presented, on which we issued our auditors' report dated February 28, 2014. We have examined the methods used to restate the comparative financial data and the information presented in the explanatory notes in this respect for the purpose of expressing our opinion on the financial statements as of and for the year ended December 31, 2014.

3. In our opinion, the financial statements of BPL Mortgages S.r.l. at December 31, 2014 have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and with art. 9 of Italian Legislative Decree n. 38/2005; accordingly, they present clearly and give a true and fair view of the financial position, the results of operations and the cash flows of BPL Mortgages S.r.l. for the year then ended.

4. The Company performs solely securitization transactions according to Italian Law n. 130/99 and, in compliance with Bank of Italy's instructions of December 22, 2014, has recognized the acquired loans, the issued notes and the other transactions accomplished during the course of the securitization in the explanatory notes to the financial statements and not in the statement of financial position. The recognition of financial assets and liabilities in the explanatory notes to the financial statements is done in conformity with the administrative provisions issued by the Bank of Italy based on art. 9 of Italian Legislative Decree n. 38/2005, in accordance with International

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Financial Reporting Standards. Such an approach is also in line with what is established by Law n. 130/99, according to which the loans concerning each securitization represent, to all effects, net assets separated from the net assets of the Company and of the other securitizations. For completeness of information it is noted that according to International Financial Reporting Standards, the financial assets and/or groups of financial assets and financial liabilities deriving from securitization transactions is still the subject of discussion by the committees responsible for the interpretation of International Financial Reporting Standards.

5. The management of BPL Mortgages S.r.l. is responsible for the preparation of the Report on Operations in accordance with the applicable laws and regulations. Our responsibility is to express an opinion on the consistency with the financial statements of the Report on Operations and of the specific section on corporate governance and ownership structure, limited to the information as required by paragraph 2, letter b) of art. 123-bis of Italian Legislative Decree 58/98, with the financial statements, as required by law. For this purpose, we have performed the procedures required under Auditing Standard n. 001 issued by the Italian Accounting Profession (CNDCEC) and recommended by CONSOB. In our opinion the report on operations and the information as required by paragraph 2, letter b) of art. 123-bis of Italian Legislative Decree 58/98 presented in the specific section of the same report are consistent with the financial statements of BPL Mortgages S.r.l. as of December 31, 2014.

Verona, February 23, 2015

Reconta Ernst & Young S.p.A.
Signed by: Stefania Doretti, partner

2) STATEMENT OF FINANCIAL POSITION

	Assets	31.12.2014	31.12.2013
60.	Receivables	11,952	12,193
120.	Tax assets	57,478	56,125
	a) current	*57,478*	*56,125*
	b) deferred	-	-
	of which pursuant to Italian Law 214/2011	-	-
140.	Other assets	2,662,407	2,609,005
	Total assets	**2,731,837**	**2,677,323**

	Liabilities and quotaholders' equity	31.12.2014	31.12.2013
70.	Tax liabilities	-	-
	a) current	-	-
	b) deferred	-	-
90.	Other liabilities	2,688,320	2,633,863
120.	Capital	12,000	12,000
160.	Reserves	31,460	26,728
180.	Net income (loss) for the period	57	4,732
	Total liabilities and quotaholders' equity	**2,731,837**	**2,677,323**

Note that comparison data has been restated after the offsetting of current tax assets and liabilities and has been recalculated following the reclassification of countervailable withholdings from "Other assets" to "Tax assets".

3) INCOME STATEMENT

		31.12.2014	31.12.2013
10.	Interest and similar income	49,459	49,454
20.	Interest and similar expense	(49,453)	(49,453)
	Interest margin	**6**	**1**
30.	Fee and commission income	-	-
40.	Fee and commission expense	(145)	(154)
	Net fee and commission income	**(145)**	**(154)**
	Net interest and other banking income	**(139)**	**(153)**
110.	Administrative expenses:	(48,778)	(79,079)
	a) personnel expenses	*(21,841)*	*(21,330)*
	b) other administrative expenses	*(26,937)*	*(57,749)*
160.	Other operating income and expenses	50,049	88,367
	Result from operations	**1,132**	**9,135**
	Income (loss) before tax from operations	**1,132**	**9,135**
190.	Taxes on income from operations	(1,075)	(4,403)
	Net income (loss) after tax from operations	**57**	**4,732**
	Net income (loss) for the period	**57**	**4,732**

4) STATEMENT OF COMPREHENSIVE INCOME

	Item	31.12.2014	31.12.2013
10.	**Net income (loss) for the period**	**57**	**4,732**
	Other comprehensive income after tax without reversal to the income statement	**-**	**-**
20.	Tangible assets		
30.	Intangible assets		
40.	Defined benefit plans		
50.	Non-current assets held for sale		
60.	Share of valuation reserves related to investments carried at equity		
	Other comprehensive income after tax with reversal to the income statement	**-**	**-**
70.	Foreign investment hedges		
80.	Currency differences		
90.	Cash flow hedges		
100.	Financial assets available for sale		
110.	Non-current assets held for sale		
120.	Share of valuation reserves related to investments carried at equity		
130.	**Total other income after tax**	**-**	**-**
140.	**Comprehensive income (Items 10 + 130)**	**57**	**4,732**

5) STATEMENT OF CHANGES IN QUOTAHOLDERS' EQUITY AS AT 31 DECEMBER 2014

	Balance as at 31.12.13	Changes in opening balances	Balance as at 01.01.14	Allocation of prior year net income		Changes of the year						Comprehensive income 2014	Quotaholders' equity as at 31.12.2014
						Changes in reserves	Operations on quotaholders' equity						
				Reserves	Dividends and other allocations		Issue of new quotas	Repurchase of own quotas	Distribution of extraordinary dividends	Changes in equity instruments	Other changes		
Quota Capital	12,000		12,000										**12,000**
Quota premium reserve													
Reserves:	26,728		26,728	4,732									**31,460**
a) retained earnings	23,590		23,590	4,732									**28,322**
b) other	3,138		3,138										**3,138**
Valuation reserves													
Equity instruments													
Treasury shares													
Net income (loss) for the period	4,732		4,732	(4,732)								57	**57**
Quotaholders' equity	**43,460**		**43,460**	**-**								**57**	**43,517**

5) STATEMENT OF CHANGES IN QUOTAHOLDERS' EQUITY AS AT 31 DECEMBER 2013

	Balance as at 31.12.12	Changes in opening balances	Balance as at 01.01.13	Allocation of prior year net income		Changes of the year						Comprehensive income 2013	Quotaholders' equity as at 31.12.2013
						Changes in reserves	Operations on quotaholders' equity						
				Reserves	Dividends and other allocations		Issue of new quotas	Repurchase of own quotas	Distribution of extraordinary dividends	Changes in equity instruments	Other changes		
Quota Capital	12,000		12,000										**12,000**
Quota premium reserve													
Reserves:	1,218		1,218	25,510									**26,728**
a) retained earnings	(1,920)		(1,920)	25,510									**23,590**
b) other	3,138		3,138										**3,138**
Valuation reserves													
Equity instruments													
Treasury shares													
Net income (loss) for the period	25,510		25,510	(25,510)								4,732	**4,732**
Quotaholders' equity	**38,728**		**38,728**	**-**								**4,732**	**43,460**

6) STATEMENT OF CASH FLOW

A. OPERATING ACTIVITIES	31.12.2014	31.12.2013
1. Cash flow from operations	**(7,344)**	**(6,023)**
interest and similar income received (+)	6	1
interest expenses paid (-)		
dividends and similar income (+)		
net fee and commission income (+/-)	(145)	(154)
personnel expenses (-)	(22,655)	(21,330)
other expenses (-)	(30,463)	(76,412)
other revenues (+)	46,988	96,275
taxes (-)	(1,075)	(4,403)
income (loss) on non-current assets being sold, net of taxes (+/-)		
2. Cash flow from/used in financial assets	**(46,348)**	**17,023**
financial assets held for trading		
financial assets designated at fair value		
financial assets available for sale		
due from banks		
due from financial institutions		
due from customers		
other assets	(46,348)	17,023
3. Cash flow from/used in financial liabilities	**53,451**	**(11,262)**
due to banks		
due to financial institutions		
due to customers		
debt securities issued		
financial liabilities held for trading		
financial liabilities designated at fair value		
other liabilities	53,451	(11,262)
Net cash flow from/used in operating activities	**(241)**	**(262)**
B. INVESTING ACTIVITIES		
1. Cash flow from		
sales of equity investments		
dividends collected on equity investments		
sales/repayment of financial assets held to maturity		
sales of tangible assets		
sales of intangible assets		
sales of business units		
2. Cash flow used in		
purchase of equity investments		
purchase of financial assets held to maturity		
purchase of tangible assets		
purchase of intangible assets		
purchase of business units		
Net cash flow from/used in investing activities		
C. FINANCING ACTIVITIES		
issue/purchase of own quotas		
issue/purchase of capital instruments		
dividends distribution and other allocations		
Net cash flow from/used in financing activities		
NET CASH FLOW FROM/USED IN ACTIVITIES DURING THE YEAR	**(241)**	**(262)**

RECONCILIATION

Items	31.12.2014	31.12.2013
Cash and cash equivalents at the beginning of the year	12,193	12,455
Net cash flow from/used in activities during the year	(241)	(262)
Cash and cash equivalents at the end of the year	**11,952**	**12,193**

Note that comparison data has been restated after the offsetting of current tax assets and liabilities and has been recalculated following the reclassification of countervailable withholdings from “Other assets” to “Tax assets”.

7) NOTES TO THE FINANCIAL STATEMENTS

PART A – ACCOUNTING POLICIES

A.1 General section

Section 1 - Statement of compliance with the international accounting standards

In compliance with art. 4, paragraph 1, Italian Legislative Decree 38/2005, as an issuer of financial instruments admitted to trading on regulated markets, the Company prepares its financial statements according to international accounting standards as at 31 December 2014 issued by the International Accounting Standards Board (IASB) and related interpretations of the International Financial Reporting Interpretations Committee (IFRIC), approved by the European Commission and introduced to Italian law by the aforementioned Italian Legislative Decree 38/2005. The IAS/IFRS standards and related interpretations (SIC/IFRIC) applied were those approved by the European Union and in force at the time of preparation of these financial statements.

Section 2 - General preparation principles

These Financial Statements were prepared in application of international accounting standards issued by the International Accounting Standards Board (IASB) and related interpretations issued by IFRIC, all endorsed by the European Union, and in accordance with Bank of Italy Instructions of 22 December 2014 on the formats and rules for preparing financial statements by financial intermediaries.

The Financial Statements comprise the Statement of Financial Position, Income Statement, Statement of Comprehensive Income, Cash Flow Statement, Statement of Changes in Quotaholders' Equity and Notes to the Financial Statements, accompanied by the Report on Operations and Position of the Company.

In line with the terms of Law 130/99, the loans relating to each securitisation constitute assets completely segregated from those of the Company and from those relating to other transactions.

In order to provide complete information, it should be mentioned that, according to international accounting standards, the treatment of financial assets and/or groups of financial assets and financial liabilities arising from securitisations is still under consideration by the accounting standards interpretation committees.

In addition to figures for the year in question, the statements also provide corresponding comparison data as at 31 December 2013. In compliance with art. 5, Italian Legislative Decree no. 38 of 28 February 2005 and IAS 1/46, the financial statements use Euro as the functional currency. Unless indicated otherwise, all amounts are in Euro.

The financial statements were prepared on going concern assumptions, in accordance with the accrual basis of accounting, in compliance with the principle of data materiality and significance, the principle of substance over form and with a view to consistency with future reports. Each material class of similar items is presented separately in the financial statements. Items of a dissimilar nature or function are presented separately unless immaterial. Assets, liabilities, income and expenses are not offset unless required or permitted by a Standard or an Interpretation.

The financial statements are subject to audit by Reconta Ernst & Young S.p.A. for the nine-year period 2010-2018.

Securitisations

As at 31 December 2014, there are three outstanding securitisation transactions performed in accordance with Italian Law no. 130/1999. The presentation of securitisation accounts complies with the aforementioned "Instructions for the preparation of financial statements for financial intermediaries

pursuant to art. 107 of the Consolidated Banking Act, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" issued by the Bank of Italy on 22 December 2014. In particular, the Bank of Italy requires that Part D, "Other information" in the notes to the financial statements provides at least the following information: total amount of loans acquired (nominal and disposal value) and total amount of notes issued, with a breakdown by class of notes and related level of subordination.
The provision requiring that all information, even where not specifically requested, is included to provide a full picture of the situation remains implicit, whilst information which by its nature or excessive content reduces the clarity and immediate understanding of the information documented should be omitted. For each securitisation a special section ("F") should be included, illustrating at least the related qualitative and quantitative information.
Information on the securitisations is provided in Section F of the Notes to the Financial Statements and does not form part of the actual Financial Statements. Consequently, the values relating to the securitisation were not affected by the adoption of IAS/IFRS. With reference to this type of transaction, Bank of Italy instructions specifically state that:
- the accounting information relating to each securitisation should be provided separately in the Notes;
- the information must contain all the qualitative and quantitative data required for a clear and complete representation of each securitisation.

Section 3 – Subsequent events after date of the financial statements

The Sole Director examined the Financial Statements and, in accordance with IAS 10, authorised their disclosure on 09 February 2015. A copy of these Financial Statements will be disclosed to the Board of Statutory Auditors and to the Independent Auditors pursuant to art. 2429 of the Italian Civil Code for the preparation of their respective reports. For events after year end, reference should be made to the details provided in the Report on Operations.

Section 4 – Other aspects

The Company has not prepared consolidated financial statements, as envisaged in paragraph 10 of IAS 27, as it does not have any controlling investments.

A.2 - Information on the main aggregates of the Financial Statements

The main accounting standards adopted for preparation of the Financial Statements as at 31 December 2014, with reference to items of the Statement of Financial Position and Income Statement only, are described below. The recognition, classification, measurement, income item identification and elimination criteria are indicated for each item.

ASSETS

Receivables

Recognition and classification criteria
Initial recognition of a loan occurs as at the date of disbursement, or the date of purchase if in reference to a debt security. Initial recognition is at fair value, normally corresponding with the total disbursed or price paid. This item includes amounts due from customers and due from banks, regardless of their contractual conditions, and also includes business loans.

Measurement criteria
After initial recognition, receivables are measured at amortised cost, equal to the initial recognition value less/plus capital repayments, write-downs/reversals and amortisation - calculated using the effective interest rate method – of the difference between the amount disbursed and that redeemable on maturity, normally attributed to cost/income items assigned directly to each receivable. The amortised cost method is not used for receivables for which the short-term residual life renders the effect of time-discounting negligible. These receivables are measured at historic cost and the related costs/income are recognised to the income statement on a line-by-line basis throughout the contractual life of the loan or receivable. A similar measurement criterion is adopted for receivables without a finite life or cancelled loans. At each annual or interim reporting date, receivables impairment testing is performed if there have been signs of any post-recognition impairment, to confirm any impairment loss. Such impaired receivables are subjected to analytical measurement. The amount of the impairment is recognised to the income statement. The original value of the receivables is re-recognised in

subsequent years to the extent that they may be objectively associated with an event occurring after write-down. The amount of the reversal is recognised to the Income Statement, and cannot in any event exceed the amortised cost that would have been recorded for the receivable had no write-down been made. Receivables for which no objective evidence of impairment has been found, i.e. performing loans, are measured collectively. This measurement is performed on receivables classes that are similar in terms of credit risk and the related loss percentages are estimated by taking into consideration time series that offer an estimation of the loss value latent in each receivables class. Collective impairment amounts are recognised to the income statement. On each annual or interim reporting date any additional write-downs or reversals are recalculated on a differential basis with reference to the entire performing portfolio as at that date.

Elimination criteria
Receivables are eliminated from the financial statements as soon as they are settled.

Tax assets and liabilities

Recognition and classification criteria
Taxes are recognised at the time the various types of withholdings and taxes can be ascertained. This item includes current and deferred tax assets and current and deferred tax liabilities, respectively. Current tax assets and liabilities in the statement of financial position are shown as net balances, as they will be settled based on the net balance, due to the legal right of offsetting.

Measurement criteria
Current tax assets are recognised at the nominal value of the tax prepayments made and tax withholdings applied. Current tax liabilities are recognised at nominal value based on withholdings applied, whilst income tax allocations are calculated on a prudential forecast of the current and deferred tax charges in accordance with current tax regulations. Income taxes are recognised to the income statement except for those relating to items credited or debited directly to quotaholders' equity.
Deferred tax assets are calculated on the temporary differences, without time limits, between the book values and tax values of each asset or liability.
Deferred tax assets are recognised to the financial statements if their recovery, assessed on the basis of the Company's capacity to generate taxable income as a going concern in future years, is probable.
Deferred tax liabilities are recognised to the financial statements regardless of the current or prospective tax loss position.
Assets and liabilities recognised for deferred taxes are systematically measured to take into account any changes in the tax regulations or tax rates.

Elimination criteria
Current taxes (assets and liabilities) are eliminated when the various taxes levied as substitute taxes are paid by the legal deadline. Deferred taxes are eliminated when their recovery can no longer be expected.

Other assets

This item includes assets not recognisable to other asset items in the statement of financial position. Specifically, it includes the mortgages purchased in the "Residential 2007" and "Residential 2008" securitisations after winding-up and includes securitisation receivables for the chargeback of costs recognised by the segregated assets as payable to the Company for normal business operations.

LIABILITIES

Other liabilities

This item includes liabilities not recognisable to other liability items in the statement of financial position. It includes amounts due to suppliers and to the Originators for the "Residential 2007", "Residential 2008", "Residential March 2009" and "Residential and Commercial July 2009" securitisations as liquidity respectively charged back to each in relation to withholdings on current account interest income from the securitisations.

EXPENSES AND REVENUES

For expenses and revenues the accrual principle is adopted.
Given the exclusive nature of the Company's business operations, operating costs incurred are charged to the segregated assets to the extent necessary to guarantee the Company's economic and financial balance, as also contractually envisaged. This amount is classified under "Other operating income and expenses".

A.3 - Information on transfers of financial assets among portfolios

With regard to information required under IFRS 7, note that no reclassification of financial assets among the various portfolios was performed.

A.4 - Information on fair value

With effect from 2013, the application of the new standard IFRS 13, "Fair value measurement", became mandatory. The standard establishes a single reference framework for the calculation of fair value, replacing the rules contained in the various accounting standards and providing a complete guide on how to measure the fair value of assets and liabilities, financial or otherwise.

QUALITATIVE INFORMATION

No assets or liabilities measured at fair value are presented in the financial statements. "Receivables" refer to the balance on the bank current account as at 31 December 2014, the book value of which is a reasonable approximation of their fair value, conventionally classified as Level 2 in the fair value hierarchy.

QUANTITATIVE INFORMATION

A.4.5.4 Assets and liabilities not measured at fair value, or measured at fair value on a non-recurring basis: distribution by fair value hierarchy

Assets/Liabilities not measured at fair value, or measured at fair value on a non-recurring basis	31.12.2014				31.12.2013			
	BV	L1	L2	L3	BV	L1	L2	L3
1. Financial assets held to maturity								
2. Receivables	11,952		11,952		12,193		12,193	
3. Tangible assets held for investment purposes								
4. Non-current assets or disposal groups held for sale								
Total	**11,952**		**11,952**		**12,193**		**12,193**	
1. Payables								
2. Debt securities issued								
3. Liabilities associated with assets held for sale								
Total	-		-		-		-	

A.5 - Information on "day one profit/loss"

As the Company has made no use of financial instruments during 2014 as part of its ordinary operations, there is no information on Day One Profit/Loss to report.

PART B – INFORMATION ON STATEMENT OF FINANCIAL POSITION

ASSETS

Section 6 - Receivables - Item 60

6.1 Due from banks

Composition	31.12.2014				31.12.2013			
	Book value	Fair value			Book value	Fair value		
		L1	**L2**	**L3**		**L1**	**L2**	**L3**
1. Deposits and current accounts	11,952		11,952		12,193		12,193	
2. Loans								
2.1 Repurchase agreements								
2.2 Finance leases								
2.3 Factoring								
- with recourse								
- without recourse								
2.4 Other loans								
3. Debt securities								
- structured securities								
- other debt securities								
4. Other assets								
Total	**11,952**		**11,952**		**12,193**		**12,193**	

L1 = Level 1 L2 = Level 2 L3 = Level 3

Amounts due from banks totalled Euro 11,952 and refer to the current account with Deutsche Bank S.p.A. in which the quota capital is held. The book value is a reasonable approximation of the item's fair value, which is conventionally classified as level 2 in the fair value hierarchy.

Section 12 – Tax assets and liabilities

12.1 Composition of Item 120 "Tax assets: current and deferred

	31.12.2014	31.12.2013
Current tax assets:		
IRES receivables	55,324	53,971
IRAP receivables	2,154	2,154
Total	**57,478**	**56,125**

IRES receivables include the advances paid to the tax authority for withholdings on interest income accrued on current accounts that the Company has recognised, following the winding-up of two securitisation transactions in 2011 and 2013, respectively, and for which the Company chose to offset in the relative tax declaration.

Note that comparison data has been restated after the offsetting of current tax assets and liabilities and has been recalculated following the reclassification of countervailable withholdings from "Other assets" to "Tax assets".

Section 14 – Other assets - Item 140

14.1 Composition of Item 140 "Other assets"

	31.12.2014	31.12.2013
Tax receivables for bank interest withholdings	2,472,668	2,472,668
Tax receivables for interest on tax credits	136,004	86,543
Securitisation receivables for maintenance expense	53,735	49,794
Total	**2,662,407**	**2,609,005**

Item "Tax receivables for bank interest withholdings" represents the tax receivable for withholdings on interest income accrued on current accounts opened by the Company after the winding-up in 2010 of

the two securitisations completed in December 2007 and December 2008. The amount of the withholdings was requested as a reimbursement in the 2011 tax declaration for the 2010 tax year.

These values have a balancing entry under “Other liabilities” as, after collection, they will be paid to the banks that transferred the loans for each transaction (see Section 9 - Other liabilities).

Item “Securitisation receivables for maintenance expense” includes the amount receivable from the segregated assets as chargebacks required to maintain Company business operations.

LIABILITIES

Section 9 – Other liabilities - Item 90

9.1 Composition of Item 90 “Other liabilities”

	31.12.2014	31.12.2013
Due to suppliers for administrative services provided	-	-
Due to suppliers for invoices to be received or paid	43,221	40,646
Due to segregated assets	-	-
Other payables	2,645,099	2,593,217
Total	**2,688,320**	**2,633,863**

Amounts “Due to suppliers for invoices to be received or paid” are represented by provisions allocated as at 31 December 2014 for costs for the period or for which the invoices were received after the closing date of the economic and financial position.

“Other payables” amounting to Euro 2,546,191 represent the amount due from the Company to the Originators for the securitisations wound up in 2010, 2011 and 2013, which the Company must pay on collection of the tax receivables for withholdings. The composition of this amount is as follows:
- Banco Popolare Euro 2,519,001;
- Banco Popolare (formerly Credito Bergamasco S.p.A.) Euro 27,190.

On this debt, an amount of Euro 49,453 was recognised as interest accrued for the period, payable to the Originators after collection, which is now only Banco Popolare after its merger with Credito Bergamasco, legally effective from 1 June 2014.

Section 12 – Equity – Items 120 and 160

12.1 Composition of Item 120 “Capital”

Type	31.12.2014
1. Capital	12,000
1.1 Ordinary shares/investments	1
1.2 Other shares (quotas)	12,000

The capital is made up of a single, fully paid-up quota of the Company.

12.5 Composition and changes in Item 160 “Reserves”

	Legal	Retained earnings/losses	Other reserves Reserve for capital account payments	Other reserves Reserves First Time Adoption IAS/IFRS	Total as at 31.12.2014
A. Opening balance	**2,400**	**21,190**	**4,602**	**(1,464)**	**26,728**
B. Increases	**-**	**4,732**	**-**	**-**	**4,732**
B.1 Profit allocation		4,732			4,732
B.2 Other changes					
C. Decreases	**-**	**-**	**-**	**-**	-

C.1 Uses					
- coverage of losses					
- distribution					
- transfer to capital					
C.2 Other changes					
D. Closing balance	**2,400**	**25,922**	**4,602**	**(1,464)**	**31,460**

Other Reserves includes the FTA reserve - calculated according to the application of IAS/IFRS to intangible assets - and totals Euro (1,464).

The following statement illustrates the source, utilisation and distribution options of equity items.

Nature/description	Amount	Possibility of use	Available portion	Summary of the amount used in the three previous years	
				for coverage of losses	for other reasons
Capital	12,000				
Capital reserves	4,602				
Reserve for capital account payments	4,602	B			
Profit reserves:	936				
Legal reserve	2,400	B	-		
Other reserves	(1,464)				
Retained earnings	25,922	A,B,C	25,922		
TOTAL	**43,460**		**25,922**		
Restricted portion			1,464		
Unrestricted portion			24,458		

Key: A – for capital increases, B – for loss coverage, C – for distribution to quotaholders

PART C - INFORMATION ON INCOME STATEMENT

Section 1 - Interest - Items 10 and 20

1.1 Composition of Item 10 "Interest and similar income"

Items	Debt securities	Loans	Impaired assets	Other assets	31.12.2014	31.12.2013
1. Financial assets held for trading						
2. Financial assets designated at fair value						
3. Financial assets available for sale						
4. Financial assets held to maturity						
5. Receivables						
5.1 Due from banks				6	**6**	**1**
5.2 Due from financial institutions						
5.3 Due from customers						
6. Other assets				49,453	**49,453**	**49,453**
7. Hedging derivatives						
Total	**-**	**-**	**-**	**49,459**	**49,459**	**49,454**

1.2 Interest and similar income: other information

Interest and similar income refers to the current account with Deutsche Bank S.p.A., on which the quota capital is held, for Euro 6, and tax credits accrued during the year for which reimbursement has been claimed for Euro 49,453 (see Section 14 - Other assets - Item 140). These amounts match those found under "Interest and similar expense" given that, once collected, they are paid to the Originators, now only Banco Popolare, of securitisations wound up.

1.3 Composition of Item 20 "Interest and similar expense"

Items	Loans	Notes	Other	31.12.2014	31.12.2013
1. Due to banks					
2. Due to financial institutions					
3. Due to customers					
4. Debt securities issued					
5. Financial liabilities held for trading					
6. Financial liabilities designated at fair value					
7. Other liabilities			49,453	**49,453**	**49,453**
Hedging derivatives					
Total	**-**	**-**	**49,453**	**49,453**	**49,453**

Section 2 - Commissions - Item 40

2.2 Composition of Item 40 "Fee and commission expenses"

Details/Segment	31.12.2014	31.12.2013
1. guarantees received		
2. distribution of third party services		
3. collection and payment services		
4. other commissions	145	154
Total	**145**	**154**

Fee and commission expenses refer to bank charges on current accounts held with Deutsche Bank S.p.A..

Section 9 - Administrative expense - Item 110

9.1 Composition of Item 110.a "Personnel expenses"

Item/Segment	31.12.2014	31.12.2013
1. Employed staff		
a) salaries and wages		
b) social security contributions		
c) employee termination indemnities		
d) social security costs		
e) provision to employee termination indemnities		
f) provision to pension fund and similar obligations:		
- defined contribution plans		
- defined benefit plans		
g) payments to external complementary social security funds:		
- defined contribution plans		
- defined benefit plans		
h) other expenses		
2. Other personnel employed		
3. Directors and Auditors	21,841	21,330
4. Retired personnel		
5. Recovery of expenses for employees seconded to other companies		
6. Reimbursement of expenses for employees seconded to the Company		
Total	**21,841**	**21,330**

"Directors and Auditors" include the Sole Director remuneration of Euro 12,959 and the amount of Euro 8,882 provisioned as Board of Statutory Auditors remuneration.

9.2 Average number of employees by category

The Company has no employees.

9.3 Composition of item 110.b "Other administrative expenses"

Description	31.12.2014	31.12.2013
1) Professional service expenses		
- Auditing expenses	22,592	53,768
- Notary expenses	-	355
- Other indirect taxes	410	510
2) Corporate expenses	3,935	3,115
Total	**26,937**	**57,748**

The "Auditing expenses" item shows a decrease from the prior year, as, beginning this year, the costs for the independent auditors are charged to the income statement based on the activities effectively performed during the year.

Section 14 - Other operating income and expenses - Item 160

14.1 Composition of item 160 "Other operating income and expenses"

Item	31.12.2014	31.12.2013
Recovery of maintenance expense in favour of the issuer	49,565	78,971
Contingent assets	1,372	10,514
Contingent liabilities	(888)	(1,118)
Total	**50,049**	**88,367**

"Other operating income" refers to the chargeback of costs incurred by the Company and recognised from the Segregated Assets as payable for normal business operations.

Section 17 – Taxes on income from operations - Item 190

17.1 Composition of Item 190 "Taxes on income from operations"

Component/Amounts	31.12.2014	31.12.2013
1. Current taxes	1,099	4,403
2. Changes in current taxes for previous years	(24)	
3. Decreases in current taxes for the year		
4. 3.bis Decreases in current taxes for the year due to tax credits pursuant to Italian Law 214/2011 Change in deferred tax assets		
5. Change in deferred tax liabilities		
Income taxes for the year	**1,075**	**4,403**

Taxes refer to the IRES allocation for 2014 (ordinary tax rate 27.50%) of Euro 1,099 and the lower IRES tax for the previous year of Euro 24. No allocations were made for IRAP taxes for 2014.

17.2 Reconciliation between theoretical tax charge and actual tax charge booked

Item	Taxable amount	IRES
Profit before tax	**1,132**	
Theoretical tax charge (ordinary rate 27.50%)		**311**
permanent increases	2,866	788
temporary increases		
permanent decreases		
temporary decreases		
Taxable amount for IRES	**3,998**	
Actual tax charge for IRES		**1,099**
	Taxable amount	**IRAP**
Economic result relevant for IRAP purposes	**-24,382**	
Actual tax charge for IRAP (ordinary rate 5.57%)		**-1,358**
permanent increases	28,164	1,569
temporary increases		
permanent decreases		
temporary decreases		
IRAP deductions		
Taxable amount for IRAP	-3,782	-211
Actual tax charge for IRAP	-	**-**

PART D - OTHER INFORMATION

Section 1 – Specific business activities

F. SECURITISATION OF LOANS

Structure, format and measurement criteria adopted in preparing the summary statement of assets securitised and notes issued

The structure and format of the summary statement are in line with those envisaged for Financial Intermediaries, in compliance with provisions of the "Instructions for the preparation of financial statements for financial intermediaries pursuant to art. 107 of the Consolidated Banking Act, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" issued by the Bank of Italy on 22 December 2014. The aforementioned Bank of Italy Instructions include guidance for securitisation SPVs on information that must be provided in the Notes to the Financial Statements to represent the securitisations implemented.
All items indicated correspond to values taken from accounting records and the IT systems of the Servicers.

Valuation criteria

The valuation criteria adopted for the more significant items are described below.

A. Securitised assets - Loans
Based on information received from the Originators in their role as Servicers and on the measurement procedures adopted, the loans, initially recognised at their disposal value, are subsequently assessed at their estimated realisable value and are all backed by mortgages on property available to the borrower. Any impairment is recognised as a write-down of the acquisition cost of the loans and is determined analytically with reference to the solvency and objective impairment of the positions of each

borrower. Default interest receivables are conservatively recorded as at the time of collection. Any write-downs are not retained when the reason for the write-down no longer applies, giving rise to reversal of part of the receivable recovered or measured in excess of the previous estimated realisable value. The calculation of accruals and deferrals is performed according to the accrual principle, to define the effective amount of expenses and revenues for the year.

B. Use of cash and cash equivalents
Amounts due from banks are recognised at their nominal value which corresponds to their estimated realisable value, including any accruing interest.

C. Notes issued
Notes issued and still outstanding are recognised at their respective nominal issue value.

D. Subordinated loans
The subordinated loans are recognised at their nominal value.

E. Other liabilities
Liabilities forming this item are recognised at their nominal value. The calculation of accruals and deferrals is performed according to the accrual principle, to define the effective amount of expenses and revenues for the year.

Costs and revenues
Costs and revenue are recognised on an accruals basis, including the recognition of accruals and deferrals as appropriate. Where technically due, accruals and deferrals directly adjust their related asset or liability items. There are no derivatives.

Tax treatment

Circular 8/E of 6 February 2003 issued by the Italian Revenue Agency defined the tax treatment of the segregated assets of companies incorporated for securitisation and repeated that the economic results deriving from management of the securitised assets, during execution of the transactions in question, do not qualify as cash and cash equivalents of the SPV. Essentially the restriction on the destination of "segregated" assets excludes the possession of taxable income. It is understood that any operating result from the securitised portfolio which remains once all creditors of the segregated assets - for which the SPV is recipient - have been paid, must be taxed from the moment it enters into the possession of the beneficiary, therefore on expiry of each securitisation.
By Resolution no. 77 of 4 August 2010, the Italian Revenue Agency clarified the tax treatment of withholdings on interest paid to current accounts of the securitisation SPV. These withholding taxes can be deducted in the tax year in which the securitisation was concluded.

F.1) Summary statement of securitised assets and notes issued
BPL Mortgages 5 securitisation

RESIDENTIAL DECEMBER 2012

	Situation as at 31/12/2014	Situation as at 31/12/2013	Change during the year
A. Securitised assets	**3,044,982,958**	**3,299,008,017**	**-254,025,059**
A.1) Mortgages	3,026,552,923	3,298,141,568	-271,588,645
A.2) Securities	-	-	-
A.3) Other (bad loans)	18,430,035	866,449	17,563,586
B. Use of cash and cash equivalents from securitised assets	**147,249,901**	**149,679,729**	**-2,429,828**

B.1) Debt securities	-	-	-
B.2) Capital instruments	-	-	-
B.3) Liquidity	146,756,884	149,175,780	-2,418,896
B.4) Repurchase agreements	-	-	-
B.5) Other loans and receivables	493,017	503,949	-10,932
C. Notes issued	**2,994,151,240**	**3,308,214,125**	**-314,062,885**
C.1 Class A notes	1,845,696,240	2,159,759,125	-314,062,885
C.2 Class B notes	1,148,455,000	1,148,455,000	-
C.3 Class C notes	-	-	-
C.4 Class D notes	-	-	-
D. Subordinated loans	**60,000,000**	**60,000,000**	**-**
D.1) Securities lending	-	-	-
D.2) Subordinated loans	60,000,000	60,000,000	-
E. Other liabilities	**138,081,619**	**80,473,621**	**57,607,998**
E.1) Payable to the Company	20,736	25,707	-4,971
E.2) Other payables	137,069,129	78,848,492	58,220,637
E.3) Accrued expenses	991,754	1,599,422	-607,668
F. Interest expense payable on notes issued	**66,462,055**	**76,322,691**	**-9,860,636**
G. Commissions and fees related to the transaction	**515,461**	**612,117**	**-96,656**
G.1) for Servicing	429,489	499,125	-69,636
G.2) for other services	85,972	112,992	-27,020
G.2a) Placement and Rating commissions Notes issued	1,220	3,154	-1,934
G.2b) Bank commissions	319	332	-13
G.2c) Cash Manager	-	-	-
G.2d) Issuer	18,527	41,303	-22,776
G.2e) Paying Agent, RoN and others	65,906	68,203	-2,297
G.2f) Loss margins on swaps	-	-	-
H. Other expenses	**13,087,292**	**2,958,537**	**10,128,755**
H.1) Legal, professional and administrative expenses	33,808	29,936	3,872
H.2) Losses on loans	11,881,052	1,490,977	10,390,075
H.3) Non-deductible VAT	-	-	-
H.4) Interest expenses on loans	1,168,092	1,429,461	-261,369
H.5) Contingent liabilities	4,340	8,163	-3,823
I. Interest generated by securitised assets	**78,750,193**	**78,665,046**	**85,147**
L. Other revenues	**1,314,615**	**1,228,299**	**86,316**
L.1) Interest income	128,837	130,801	-1,964
L.2) Fee and commission income	747,859	781,181	-33,322
L.3) Profit margins on swaps	-	-	-
L.4) Write-backs on loans	420,653	311,981	108,672
L.5) Contingent assets	17,266	4,336	12,930

QUALITATIVE INFORMATION

The positive difference between revenues and costs for the year, amounting to Euro 57,070,731, is the result of the securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2014 totalled Euro 128,475,696, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the contractually agreed order of payments.

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve deposited with Banco Popolare, London branch, for a total of Euro 64,000,140.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 417,700 and other receivables of Euro 75,317.

In addition to the Additional Return accrued as at 31 December 2014 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the notes, necessary to fund the purchase of assets and still payable to the Originators, now only Banco Popolare, for a total of Euro 6,081,524. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 2,935,333.

Item E.3) is represented by accrued interest expense on notes issued for Euro 991,754.

F.2) Description and performance of the securitisation

Securitisation status	The securitisation envisages the transfer of an initial portfolio and an additional portfolio. Specifically, on 17 November 2012, the Company purchased without recourse an initial portfolio of loans disbursed as residential mortgages. The related transfer agreement was signed on 07 December 2012, effective from the date of signing and with coupons maturing from the assessment date of 19 November 2012 (inclusive). Subsequently, on 21 December 2012, limited recourse asset-backed securities (ABS) were issued with a "Partly Paid" structure, used to finance the purchase of the loans. On 9 March 2013, the Company purchased an additional portfolio of residential mortgages. The related transfer agreement was signed on 14 March 2013, effective from the date of signing and with coupons maturing from the assessment date of 11 March 2013 (inclusive). On 28 March 2013, the amount of the notes subscribed by the Originators was increased.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Loans transferred	The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from residential land loans and residential mortgages backed by voluntary first mortgages on residential property or by mortgage agreements signed pursuant to real estate financing regulations under art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993 (the Consolidated Banking Act).

Characteristics of the loans transferred

The loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expense, other non-life repayments, etc.), effective from and including 19 November 2012, deriving from mortgage agreements or mortgages stipulated pursuant to real estate financing regulations under article 38 et seq. of the Consolidated Banking Act (“Mortgages”), which as at that date had the following characteristics:

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split) are persons or entities which (i) in compliance with classification criteria adopted by the Bank of Italy in Circular no. 140 of 11 February 1991 (as later amended), are included in one of the following income categories: no. 600 (consumer households), no. 614 (craftsmen) or no. 615 (family businesses) and (ii) resident (if natural persons) or with registered office (if businesses) in Italy;

- fully disbursed loans, for which there is no obligation and no option for further disbursements; mortgages denominated in Euro;
- mortgages for which the ratio between (i) the outstanding capital on the mortgage as at the Assessment Date and (ii) the estimated value of the property close to the Date of Transfer, is equal to or lower than 130%. For the purpose of this criterion, “estimated value of the property” refers to the estimated value calculated on the basis of technical and economic benchmarks, used by the lending bank in the property value monitoring process. In order to assess compliance of a mortgage with this criterion, if such information is not already known, each borrower can be made aware of the estimated value of the related property by contacting the branch to which the mortgage repayments are made;
- mortgages deriving from mortgage agreements governed by Italian law;
- if mortgages granted to persons or entities that, in compliance with classification criteria adopted by the Bank of Italy in Circular no. 140 of 11 February 1991 (as later amended), are included in one of the following income categories: no. 614 (craftsmen) or no. 615 (family businesses: mortgage-backed loans on residential property located in Italy with residential characteristics, i.e. mainly mortgage-backed properties which at the time of signing of the mortgage qualified in at least one of the following land registry categories: A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-11;
- mortgages with a contractual interest rate in one of the following categories: fixed rate mortgages. “Fixed rate mortgages” are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage; floating rate mortgages (including mortgages for which an interest rate cap is envisaged). “Floating rate mortgages” are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage; “discounted rate” mortgages. “Discounted rate” mortgages envisage a compulsory step established under contract from a fixed rate interest calculation method to a floating rate calculation method, or vice versa;
- “flexible” mortgages. “Flexible” mortgages allow the borrower the option of changing, once or more during the residual term of the mortgage, the interest calculation method (A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above.
- mortgages: (i) non-land loans for which the related mortgage agreement was signed between 28 June 1996 and 18 May 2012, included; or (ii) stipulated in accordance with land loan regulations pursuant to art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 1 August 1998 and 25 October 2012, included; mortgages on which instalments past due as at 19 October 2012 were paid in full; mortgages with at least one instalment due and paid, except for mortgages identified by the following account numbers which are specifically included: 542943, 570309;
- mortgages on which repayments are monthly, every two months, quarterly, half-yearly or yearly;

- mortgages for which the outstanding capital is equal to or higher than Euro 10,000;

- mortgages for which the outstanding capital is equal to or less than Euro 10,000,000;
- mortgages not granted individually or in joint names to persons who, as at the Assessment Date, were employees of the Originator or of any other company in the Banco Popolare Soc. Coop. Banking Group;

- mortgages not deriving from subsidised mortgages or in any event making use of financial contributions of any kind pursuant to law or special arrangements;
- mortgages not granted to religious organisations;
- mortgages not classed as agricultural loans pursuant to articles 43, 44 and 45 of Italian Legislative Decree no. 385 of 1 September 1993;
- mortgages not granted to public authorities;
- mortgages without one or more instalments, not yet due but fully or partially paid in advance as at the Assessment Date;
- mortgages for which, as at 19 November 2012, the Originator and the related borrower have no agreement in place involving suspended payment of the instalments (either global suspension or on capital repayments only);
- mortgage-backed loans on residential property located in Italy;
- mortgages for which the deadlines for recovery action on the related loans have been reached pursuant to art. 67, Royal Decree no. 267 of 16 March 1942;

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgages portfolio amounted to Euro 3,044,982,958, consisting of performing, substandard, past due and restructured loans (as defined in Bank of Italy instructions) for Euro 3,026,552,923, net of related provisions for write-downs, and bad loans for Euro 18,430,035 net of related provision for write-downs. Note that the classification indicated for bad loans, substandard loans, past due loans and restructured loans is that recorded in the accounting records and IT systems of the Servicers.

Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,044,982,958**	**100.00%**	**3,299,008,017**	**100.00%**
Banco Popolare	*3,044,982,958*	*100.00%*	*2,777,231,219*	*84.18%*
Banco Popolare (formerly Creberg)	-	-	*521,776,798*	*15.82%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2014, totalled: Euro 4,672,793 provision for write-downs of bad loans, Euro 6,979,319 provision for write-downs of substandard loans, Euro 1,143,093 provision for write-downs of past due loans, and Euro 78 provision for write-downs of restructured loans.

Securitisation performance

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, past due loans and restructured loans net of related provisions for write-downs.

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014	Non-performing loans as at 31/12/2013	% Non-performing loans as at 31/12/2013
Banco Popolare (*)	**103,250,236**	**100.00%**	**36,064,092**	**100.00%**
Banco Popolare	*103,250,236*	*100.00%*	*31,674,498*	*87.83%*
Banco Popolare (formerly Creberg)	-	-	*4,389,594*	*12.17%*

a) of which bad loans

Bank	Bad loans as at 31/12/2014	% Bad loans as at 31/12/2014	Bad loans as at 31/12/2013	% Bad loans as at 31/12/2013
Banco Popolare (*)	**18,430,035**	**100.00%**	**866,449**	**100.00%**
Banco Popolare	*18,430,035*	*100.00%*	*798,934*	*92.21%*
Banco Popolare (formerly Creberg)	-	-	*67,515*	*7.79%*

b) of which substandard loans

Bank	Substandard loans as at 31/12/2014	% Substandard loans as at 31/12/2014	Substandard loans as at 31/12/2013	% Substandard loans as at 31/12/2013
Banco Popolare (*)	**75,470,425**	**100.00%**	**21,635,333**	**100.00%**
Banco Popolare	*75,470,425*	*100.00%*	*18,576,911*	*85.86%*
Banco Popolare (formerly Creberg)	-	-	*3,058,421*	*14.14%*

c) of which past due loans

Bank	Past due loans as at 31/12/2014	% Past due loans as at 31/12/2014	Past due loans as at 31/12/2013	% Past due loans as at 31/12/2013
Banco Popolare (*)	**9,332,176**	**100.00%**	**13,543,372**	**100.00%**
Banco Popolare	*9,332,176*	*100.00%*	*12,279,714*	*90.67%*
Banco Popolare (formerly Creberg)	-	-	*1,263,658*	*9.33%*

d) of which restructured loans

Bank	Restructured loans as at 31/12/2014	% Restructured loans as at 31/12/2014	Restructured loans as at 31/12/2013	% Restructured loans as at 31/12/2013
Banco Popolare (*)	**17,600**	**100.00%**	**18,938**	**100.00%**
Banco Popolare	*17,600*	*100.00%*	*18,938*	*100.00%*
Banco Popolare (formerly Creberg)	-	-	-	-

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

Note that on the basis of the Servicer Report prepared as at 31 December 2014 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 106.9 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 31.7 million.

Contractual amendments

Following the downgrading of Banco Popolare during the prior year by the Moody's rating agency, certain amendments were made to the transaction's contractual documentation on 9 June 2014, agreed with the rating agencies and the Representative of Noteholders in order to maintain the rating on the issued securities. These included the amendment of the Servicing Contract to change the minimum rating level envisaged for the appointment of the Back-up Servicer (from "Ba2" to "B1" for Moody's and from "BB" to "B (high)" for DBRS). Additionally, the Agency and Accounts Agreement contract was changed to appoint BNP Paribas Securities Services, London branch, a bank satisfying the contractually required rating levels, to perform the role of Additional Transaction Bank and to maintain the Collection Account current account, replacing Banco Popolare. Hence, in June the amounts credited to the account with Banco Popolare, London branch, were transferred to a current account owned by the SPV and opened at BNP Paribas Securities Services, London branch. Moreover, the minimum rating level required for the role of Additional Transaction Bank was raised to "A2" and "A" for Moody's and DBRS, respectively, if the aforementioned role was performed by a counterparty other than Banco Popolare. Following these contractual amendments, the rating on the issued securities was confirmed by Moody's and DBRS.

F.3) Information about the entities involved

Acquirer BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later

	renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 29 April 2011.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originator obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Company from all losses, costs, charges, expense and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and Servicing Contract; b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A., now only Banco Popolare. Under the terms of the Servicing Contract signed on 7 December 2012, the Servicers are empowered to act on behalf of the SPV in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A.
Computation Agent	BNP Paribas Securities Services, Milan Branch
Principal Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	Banco Popolare, London Branch
Additional Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	SECURITISATION SERVICES S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back-up Servicer Facilitator	SECURITISATION SERVICES S.p.A.

F.4) Characteristics of the Notes issued

On 21 December 2012, BPL Mortgages S.r.l. issued Senior Notes (Class A) for 1,701,300,000 Euro and Junior Notes for 800,618,000 Euro, which were subscribed by the Originators. The Senior Notes were subscribed on that date by Banco Popolare Soc. Coop. for Euro 1,394,500,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for Euro 306,800,000. The Junior Notes were subscribed on that date by Banco Popolare for Euro 656,186,000 and by Credito Bergamasco, now Banco Popolare, for Euro 144,432,000. On the Notes Increase Date of 28 March 2013, the total notes subscribed by the Originators was increased by Euro 739,100,000 for the Senior Notes and Euro 347,837,000 for the Junior Notes. The Senior Notes were subscribed on that date by Banco Popolare Soc. Coop. for Euro 627,100,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for Euro 112,000,000. The Junior Notes were subscribed on that date by Banco Popolare for Euro 295,145,000 and by Credito Bergamasco, now Banco Popolare, for Euro 52,692,000. Hence, the Senior Notes, as reported by the Originators, were subscribed by Banco Popolare for Euro 2,053,500,000 and by Creberg, now Banco Popolare, for Euro 386,900,000. The Junior Notes were subscribed by Banco Popolare for Euro 966,352,000 and by Creberg, now Banco Popolare, for Euro 182,103,000. Following the merger of Credito Bergamasco into Banco Popolare with legal effective date of 1 June 2014, both Notes classes were entirely subscribed by Banco Popolare as at 31 December 2014-

The Asset Backed Securities offer limited recourse and a "partly paid" structure. The Senior Notes are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0004883051
	Currency	EURO
	Issue amount	Euro 2,440,400,000
	Rate	Floating
	Benchmark	1M Euribor + 0.30% per year spread
	Coupon	Quarterly
	Legal maturity	31 October 2058
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating and rating as at 31.12.2014	Moody's Investors Services "A2", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Junior	ISIN	IT0004883374
	Currency	EURO
	Issue amount	Euro 1,148,455,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	Additional Return
	Legal maturity	31 October 2058
	Redemption	Amortisation linked to collection performance of the loans
	Ratings	unrated
	Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided that the Company has sufficient funds to complete the redemption of at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Nominal issue value from Offering Circular (*)	Nominal value issued	Subscribed notes - residual value 31/12/2013	Increases 2014	Redemption 2014	Residual value 31/12/2014
Class A Senior notes	2,585,300,000	2,440,400,000	2,159,759,125	-	(314,062,885)	1,845,696,240
Class B Junior notes	1,216,618,000	1,148,455,000	1,148,455,000	-	-	1,148,455,000
Total	**3,801,918,000**	**3,588,855,000**	**3,308,214,125**	**-**	**(314,062,885)**	**2,994,151,240**

(*) Maximum nominal issue amount envisaged in the transaction's Offering Circular.

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the Senior Class notes, repayment of the Subordinated Loan and then the Junior Notes, with the allocation to these of any residual amount.

The payments in relation to the more frequent items are essentially made in the following order:

- tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
- expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
- commissions payable to the Company's agents (Principal Paying Agent, Agent Bank, Computation Agent, Servicers, Corporate Servicer, Administrative Servicer, Interim Account Bank and Transaction Bank);

- interest on Class A notes;
- allocation to the Cash Reserve Account until the target level is reached (Euro 64 million), until the Class A note is fully redeemed;
- capital payments on the Class A notes (until fully repaid);
- amounts due to the Originators in reference to accruals on the mortgages purchased;
- interest and capital payments on the Subordinated Loan in accordance with the contractual terms;
- capital payments on the Junior notes;
- Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages the setting up of a Cash Reserve of Euro 64 million. The Cash Reserve was set up through disbursement on 21 December 2012 by the Originators of a subordinated loan for Euro 60,000,000, and the difference from interest collections during the period between the assessment date (19 November 2012) and the contract signing date (7 December 2012).

The composition of the Subordinated Loan by Originator is provided below:

Bank	Amount 31/12/2014
Banco Popolare (*)	**60,000,000**
Banco Popolare	*50,301,696*
Banco Popolare (formerly Creberg)	*9,698,304*

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

Interest accrues on the loans at annual rates equal to the 3M Euribor plus 165 bps spread, payable in arrears on each payment date in accordance with the payments waterfall. Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.
The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in April 2013, and repayment will be based on funds available to the Company.
If on the date of settlement (contractually envisaged as the later of (i) the last business day in October 2060; (ii) the date on which the portfolio is zeroed out; and (iii) the date on which all loans payable for any reason are cancelled from the SPV) the capital has not yet been fully repaid, the amount still outstanding will be considered waived.

As at 31 December 2014, the Cash Reserve amounted to Euro 64,000,140 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 2,335,933.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:
"The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules ("Law 130/1999"), by the purchase against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/99, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.

Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999".
All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**2,505,241,476**
INCREASES	
- Default interest	53,555
- Interest to be collected	4,247,086
- Size Increase	1,088,063,302
DECREASES	
- Write-downs of loans for default interest	53,555
- Decrease in loans	297,045,204
- Decrease for loan loss and write-downs	1,498,642
- Decrease in interest to be received	
SITUATION AS AT 01/01/2014	**3,299,008,017**
INCREASES	
- Default interest and expenses	352,527
- Increase in interest to be collected	3,485,829
- Increase in loans	
Total increases	**3,838,356**
DECREASES	
- Write-downs of loans for default interest	352,527
- Decrease in interest to be received	-
- Decrease in loans	246,146,456
Total decreases	**246,498,983**
SITUATION AS AT 31/12/2014 (gross value)	**3,056,347,391**
Write-downs as at 31/12/2014	11,364,433
FINAL SITUATION AS AT 31/12/2014	**3,044,982,958**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position, the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, past due loans and restructured loans net of related provisions for write-downs. For further details, please refer to section "F.2 - Description and performance of the securitisation".

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014	Non-performing loans as at 31/12/2013	% Non-performing loans as at 31/12/2013
Banco Popolare (*)	**103,250,236**	**100.00%**	**36,064,092**	**100.00%**
Banco Popolare	*103,250,236*	*100.00%*	*31,674,498*	*87.83%*
Banco Popolare (formerly Creberg)	-	-	*4,389,594*	*12.17%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

On the basis of the Servicer Report prepared as at 31 December 2014, the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans classified as bad loans in compliance with Bank of Italy regulations or have 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 106.9 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans or have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 31.7 million. The servicing contracts stipulated between the SPV and the Originators, now only Banco Popolare, envisage classification rules different to those applied by the Originators on their own loans.
Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2014, taking into consideration the past due amounts (capital and interest) from loans “in arrears” and “delinquent” and the “Total defaulted loans”. The total for past due loans is based therefore on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

INITIAL SITUATION AS AT 01/01/2014	**40,445,094**
INCREASES	**72,642,607**
DECREASES	
- Capital collections	-
- Interest collections (including default interest)	2,641,391
Total decreases	**2,641,391**
FINAL SITUATION AS AT 31/12/2014	**110,446,310**

F.9) Cash flows

LIQUIDITY AS AT 31/12/13	**149,175,780**
INCREASES IN LIQUIDITY	
Subordinated loans received	
Repurchase of securitised loans	489,844
Capital collections	242,074,816
Interest collections	78,959,288
Fee and commission collections	747,859
Positive difference on IRS	
Increase in notes	
Contingent assets	17,266
Increase in payables	281,367
Decrease in receivables	
TOTAL INCREASES	**322,570,440**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	314,062,885
Interest expense on notes issued and loans	10,291,378
Fee and commission expenses	524,527
Legal, professional and other expenses	36,881
Negative difference on IRS	

Contingent liabilities	4,340
Increases in receivables	69,324
Decreases in payables	
TOTAL USE OF LIQUIDITY	**324,989,335**
LIQUIDITY AS AT 31/12/2014	**146,756,884**

For year 2015, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 184 million while collections of interest are estimated at around Euro 71 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.
Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 64,000,140 as at 31 December 2014.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					
A.1) Mortgages		5,697,107	101,305,011	2,919,550,805	
A.3) Other (bad loans)					18,430,035
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	146,756,884				
B.5) Other loans and receivables	418,251	74,366		400	
Total	**147,175,135**	**5,771,473**	**101,305,011**	**2,919,551,205**	**18,430,035**
C. Notes issued					
C.1 Class A notes				1,845,696,240	
C.2 Class B notes				1,148,455,000	
D. Subordinated loans				60,000,000	
E. Other liabilities					
E.1 Payable to the Company	20,736				
E.2 Other payables	175,976			136,893,153	
E.3) Accrued expenses	991,754				
Total	**1,188,466**			**3,191,044,393**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions 31/12/2014	Value as at 31/12/2014	% Portfolio as at 31/12/2014
0-25,000	6,440	91,388,394	3.02%
25,001 – 75,000	10,841	502,923,025	16.62%
75,001 – 250,000	14,671	1,922,961,903	63.54%
Over 250,000	1,231	509,279,601	16.82%
Total	**33,183**	**3,026,552,923**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

F.1) Summary statement of securitised assets and notes issued
BPL Mortgages 6 securitisation

SME MARCH 2013

	Situation as at 31/12/2014	Situation as at 31/12/2013	Change during the year
A. Securitised assets	**3,332,052,168**	**4,147,568,799**	**-815,516,631**
A.1) Mortgages	3,262,871,904	4,140,463,820	-877,591,916
A.2) Securities	-	-	-
A.3) Other (bad loans)	69,180,264	7,104,979	62,075,285
B. Use of cash and cash equivalents from securitised assets	**313,324,644**	**428,842,564**	**-115,517,920**
B.1) Debt securities	-	-	-
B.2) Capital instruments	-	-	-
B.3) Liquidity	310,794,832	425,990,675	-115,195,843
B.4) Repurchase agreements	-	-	-
B.5) Other loans and receivables	2,529,812	2,851,889	-322,077
C. Notes issued	**3,399,808,672**	**4,334,583,944**	**-934,775,272**
C.1 Class A notes	1,457,328,672	2,392,103,944	-934,775,272
C.2 Class B notes	1,942,480,000	1,942,480,000	-
C.3 Class C notes	-	-	-
C.4 Class D notes	-	-	-
D. Subordinated loans	**151,000,000**	**151,000,000**	**-**
D.1) Securities lending	-	-	-
D.2) Subordinated loans	151,000,000	151,000,000	-
E. Other liabilities	**94,568,140**	**90,827,419**	**3,740,721**
E.1) Payable to the Company	20,494	24,080	-3,586
E.2) Other payables	93,729,907	89,201,297	4,528,610
E.3) Accrued expenses	817,739	1,602,042	-784,303
F. Interest expense payable on notes issued	**17,198,345**	**97,311,640**	**-80,113,295**
G. Commissions and fees related to the transaction	**1,861,543**	**3,871,109**	**-2,009,566**
G.1) for the Servicing	1,775,216	3,781,780	-2,006,564
G.2) for other services	86,327	89,329	-3,002
G.2a) Placement and Rating commissions on Notes issued	-	-	-
G.2b) Bank commissions	402	57	345
G.2c) Cash Manager	-	-	-
G.2d) Issuer	18,217	32,587	-14,370
G.2e) Paying Agent, RoN and others	67,708	56,685	11,023
G.2f) Loss margins on swaps	-	-	-
H. Other expenses	**85,815,677**	**17,878,158**	**67,937,519**
H.1) Legal, professional and administrative expenses	35,510	25,772	9,738
H.2) Losses on loans	81,622,196	12,564,265	69,057,931
H.3) Non-deductible VAT	-	-	-
H.4) Interest expenses on loans	4,155,839	5,280,152	-1,124,313
H.5) Contingent liabilities	2,132	7,969	-5,837
I. Interest generated by securitised assets	**100,447,884**	**115,177,409**	**-14,729,525**
L. Other revenues	**4,427,681**	**3,883,498**	**544,183**
L.1) Interest income	568,496	598,224	-29,728
L.2) Commission income	2,317,364	2,670,826	-353,462
L.3) Profit margins on swaps	-	-	-
L.4) Write-backs on loans	1,448,176	597,159	851,017
L.5) Contingent assets	93,645	17,289	76,356

QUALITATIVE INFORMATION

The positive difference between revenues and costs for the year, amounting to 420,885 Euro, is the

result of the securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2014 totalled 71,226,514 Euro, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the order established in the "Intercreditor Agreement".

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve held with Banco Popolare London branch as securitisation guarantee for a total of Euro 157,493,461.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 1,841,785 and other receivables of Euro 688,028.

In addition to the Additional Return accrued as at 31 December 2014 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the note, necessary to fund the purchase of assets and still due to the Originators, now only Banco Popolare, for a total of Euro 14,774,431. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 7,512,791.

Item E.3) represents accruals of accrued interest expense on notes issued for Euro 817,739.

F.2) Description and performance of the securitisation

Securitisation status	The securitisation was finalised in 2 steps: the first on 16 February 2013 with the purchase without recourse of a portfolio of loans disbursed as land loans, mortgage loans, agricultural loans and unsecured loans disbursed to SMEs. The transfer agreement was signed on 22 February 2013, effective from and including the date of signing and with coupons maturing from and excluding the assessment date of 17 February 2013. Subsequently, on 11 March 2013, limited recourse Asset Backed Securities were issued, used to finance the purchase of the loans.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Loans transferred:	The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from mortgages or land loans stipulated pursuant to land loan regulations under art. 38 et seq., Italian Legislative Decree of 1 September 1993, or stipulated pursuant to agricultural loan regulations under art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or unsecured loans disbursed to small and medium enterprises (SMEs), i.e. entities conducting business activities, regardless of the legal form, and with separate revenue (or consolidated if a member of a group) of less than Euro 50 million.

Characteristics of the loans transferred

The loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expenses, other non-life repayments, etc.), effective from 17 November 2013 (excluded), deriving from mortgage agreements or mortgages stipulated pursuant to land loan regulations under article 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or unsecured loans which as at 17 February 2013 (inclusive) (or other date specified in the related criterion) have the following characteristics (considered cumulative unless otherwise stated):

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split)

are: (a) natural persons (including sole proprietorships) resident in Italy or (b) legal entities (including partnerships) incorporated under Italian law and with registered office in Italy;

- mortgages for which the main borrowers conduct business activities, regardless of their legal form, and which record individual revenue (or consolidated if part of a group) of less than Euro 50 million;
- mortgages for which the main borrowers are included in one of the following income categories, according to the classification criteria of Bank of Italy Circular no. 140 of 11 February 1991, as amended (Instructions for the classification of customers by segment and by group of business activities): no. 166 (support, recreational and cultural service providers), no. 256 (private financial holdings), no. 268 (other financial companies), no. 280 (insurance brokers, agents and advisors), no. 283 (financial advisors), no. 284 (other financial aid providers), no. 430 (production companies), no. 431 (private holdings), no. 450 (non-financial business associations), no. 480 (non-financial trading quasi-corporation - units or companies with 20 or more employees), no. 481 (non-financial trading quasi-corporation - units or companies with more than 5 but less than 20 employees), no. 482 (non-financial trade quasi-corporations - companies with less than 20 employees), no. 490 (other non-financial quasi-corporations - units or companies with 20 or more employees), no. 491 (other non-financial quasi-corporations - units or companies with more than 5 but less than 20 employees), no. 492 (other non-financial quasi-corporations - companies with less than 20 employees), no. 501 (support, charity, education, cultural, trade union, political, sport, recreation and similar institutions/entities), no. 614 (craftsmen), no. 615 (other family businesses). In order to assess compliance of a mortgage with the criterion referred to in this paragraph 4, each borrower can be made aware of his category and whether the related loan has been classified as one stipulated for reasons associated with the exercise of business activities by contacting the branch to which the loan repayments are made;
- fully disbursed loans, for which there is no obligation and no option for further disbursements;
- mortgages denominated in Euro (or disbursed in Italian lire and subsequently redenominated in Euro);
- mortgages deriving from mortgage agreements governed by Italian law;
- mortgages with a contractual interest rate in one of the following categories:
  (a) “Fixed rate mortgages” are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage;
  (b) “Floating rate mortgages” are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage;
  (c) “Discounted rate mortgages” are those on which the interest rate applied is initially at a contractually agreed fixed rate, then from a certain date becomes floating rate benchmarked to a reference index, or vice versa;
  (d) “Flexible” mortgages, i.e. those allowing the borrower the option of changing the interest calculation method, once or more during the residual term of the mortgage, (A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above, and vice versa;
- mortgages:
  (i) other than those referred to in paragraphs (ii) and (iii), for which the related mortgage agreement was signed between 29 September 1998 and 8 August 2012, inclusive;
  (ii) stipulated in accordance with land loan regulations pursuant to art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 5 August 1997 and 17 January 2013, inclusive;
  (iii) stipulated in accordance with agricultural loan regulations pursuant to art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 19 May 1998 and 30 June 2012, inclusive;
  (iv) unsecured loans for which the related agreement was signed between 31 December 1998 and 30 January 2013, inclusive;
- mortgages:
  (i) on which the first instalment falls due after 17 February 2013; or
  (ii) on which instalments past due as at 18 January 2013 were paid in full;
- mortgages on which repayments are monthly, every two months, quarterly, every four months, half-yearly or yearly;
- mortgages for which the outstanding capital is equal to or higher than Euro 5,000;
- mortgages for which the outstanding capital is equal to or less than Euro 40,000,000;

– with regard to loans other than unsecured loans, mortgage-backed loans on residential property located in Italy.

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgage portfolio amounted to Euro 3,332,052,168, consisting of performing, substandard, and past due loans (as defined in Bank of Italy instructions) for Euro 3,262,871,904 net of the related provisions for write-downs, and bad loans for Euro 69,180,264 net of the related provisions for write-downs. Note that the classification indicated for bad loans, substandard loans and past due loans is that recorded in the accounting records and IT systems of the Servicers.

Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 31/12/2013	% Portfolio as at 31/12/2013
Banco Popolare (*)	**3,332,052,168**	**100.00%**	**4,147,568,799**	**100.00%**
Banco Popolare	*3,332,052,168*	*100.00%*	*3,443,226,712*	*83.02%*
Banco Popolare (formerly Creberg)	-	-	*704,342,087*	*16.98%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2014, totalled: Euro 17,015,825 provision for write-downs of bad loans, Euro 59,329,775 provision for write-downs of substandard loans and Euro 5,225,269 provision for write-downs of past due loans.

Securitisation performance

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, and past due loans net of related provisions for write-downs.

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014	Non-performing loans as at 31/12/2013	% Non-performing loans as at 31/12/2013
Banco Popolare (*)	**387,921,458**	**100.00%**	**175,991,289**	**100.00%**
Banco Popolare	*387,921,458*	*100.00%*	*138,130,288*	*78.49%*
Banco Popolare (formerly Creberg)	-	-	*37,861,001*	*21.51%*

a) of which bad loans

Bank	Bad loans as at 31/12/2014	% Bad loans as at 31/12/2014	Bad loans as at 31/12/2013	% Bad loans as at 31/12/2013
Banco Popolare (*)	**69,180,264**	**100.00%**	**7,104,979**	**100.00%**
Banco Popolare	*69,180,264*	*100.00%*	*6,722,054*	*94.61%*
Banco Popolare (formerly Creberg)	-	-	*382,925*	*5.39%*

b) of which substandard loans

Bank	Substandard loans as at 31/12/2014	% Substandard loans as at 31/12/2014	Substandard loans as at 31/12/2013	% Substandard loans as at 31/12/2013
Banco Popolare (*)	**282,696,664**	**100.00%**	**101,506,390**	**100.00%**
Banco Popolare	*282,696,664*	*100.00%*	*79,084,081*	*77.91%*
Banco Popolare (formerly Creberg)	-	-	*22,422,309*	*22.09%*

c) of which past due loans

Bank	Past due loans as at 31/12/2014	% Past due loans as at 31/12/2014	Past due loans as at 31/12/2013	% Past due loans as at 31/12/2013

Banco Popolare (*)	36,044,529	100.00%	67,379,920	100.00%
Banco Popolare	*36,044,529*	*100.00%*	*52,324,153*	*77.66%*
Banco Popolare (formerly Creberg)	-	-	*15,055,767*	*22.34%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

On the basis of the internal Servicer Report prepared as at 31 December 2014, the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans classified as bad loans in compliance with Bank of Italy regulations or have 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 332.7 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans or have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 152.4 million.

Contractual amendments

Following the downgrading of Banco Popolare during the prior year by the Moody's rating agency, certain amendments were made to the transaction's contractual documentation on 24 June 2014, agreed with the rating agencies and the Representative of Noteholders in order to maintain the rating on the issued securities. These included the amendment of the Servicing Contract to change the minimum rating level envisaged for the appointment of the Back-up Servicer (from "Ba2" to "B1" for Moody's and from "BB" to "B (high)" for DBRS). Additionally, the Agency and Accounts Agreement contract was changed to appoint BNP Paribas Securities Services, London branch, a bank satisfying the contractually required rating levels, to perform the role of Additional Transaction Bank and to maintain the Collection Account current account, replacing Banco Popolare. Hence, in June the amounts credited to the account with Banco Popolare, London branch, were transferred to a current account owned by the SPV and opened at BNP Paribas Securities Services, London branch. The minimum rating level required by Moody's for Banco Popolare to perform the role of Transaction Bank by maintaining the Cash Reserve current account was raised from "Ba1" to "B1".
Moreover, the minimum rating level required for the role of Additional Transaction Bank was raised to "A2" and "A" for Moody's and DBRS, respectively, if the aforementioned role was performed by a counterparty other than Banco Popolare. The minimum rating levels required to establish additional cash reserves to hedge set-off and commingling risks were changed (from "Ba1" to "B1" by Moody's and from "BBB" to "B (high)" by DBRS). Finally, the contractual documentation was amended to change to frequency of the Interest Payment Dates from half-yearly to quarterly. Beginning with the IPD of 1 September 2014, the new Interest Payment Dates will be 30 November, 28 February, 31 May and 31 August of each year. Following the aforementioned contractual amendments, the rating on the issued securities was confirmed by Moody's and DBRS.

F.3) Information about the entities involved

Acquirer	BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 29 April 2011.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originators obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Issuer from all losses, costs, charges, expenses and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and

	Servicing Contract; b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A., now only Banco Popolare. Under the terms of the Servicing Contract signed on 22 February 2013, the Servicers are empowered to act on behalf of the Issuer in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A.
Computation Agent	BNP Paribas Securities Services, Milan Branch
Principal Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	Banco Popolare, London Branch
Additional Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	Securitisation Services S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back-up Servicer Facilitator	Securitisation Services S.p.A.

F.4) Characteristics of the Notes issued

On 11 March 2013, BPL Mortgages S.r.l. issued two limited recourse Asset Backed notes: a class of Senior Notes (Class A) for a total nominal value of Euro 3,307,300,000 and a class of Junior Notes for a total nominal value of Euro 1,942,480,000. On the same date the Originators subscribed the Senior Notes and the Junior Notes according to their respective investments in the assets transferred. Specifically, as reported by the Originators, the Senior Notes were subscribed by Banco Popolare Soc. Coop. for Euro 2,714,400,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for 592,900,000. The Junior Notes were subscribed by Banco Popolare for Euro 1,594,201,000 and by Credito Bergamasco, now Banco Popolare, for Euro 348,278,000. Following the merger of Credito Bergamasco into Banco Popolare with legal effective date of 1 June 2014, both Notes classes were entirely subscribed by Banco Popolare as at 31 December 2014-
The Senior Notes are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0004898539
	Currency	EURO
	Amount	Euro 3,307,300,000
	Rate	Floating
	Benchmark	3M Euribor + 0.60% per year spread
	Coupon	Quarterly
	Legal maturity	30 November 2056
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating and rating as at 31.12.2014	Moody's Investors Services "A2", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Junior	ISIN	IT0004898521
	Currency	EURO
	Amount	Euro 1,942,480,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	Additional Return

Legal maturity	30 November 2056
Redemption	Amortisation linked to collection performance of the loans
Ratings	unrated
Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided the Company has sufficient funds to complete the redemption of at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Issue value	Residual value 31/12/2013	Redemption 2014	Residual value 31/12/2014
Class A Senior notes	3,307,300,000	2,392,103,944	(934,775,272)	1,457,328,672
Class B Junior notes	1,942,480,000	1,942,480,000	-	1,942,480,000
Total	**5,249,780,000**	**4,334,583,944**	**(934,775,272)**	**3,399,808,672**

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the rated notes, followed by the Junior Notes with the allocation to these of any residual amount.
The payments in relation to the more frequent items are essentially made in the following order:

(i) tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
(ii) expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
(iii) commissions payable to the Company's agents (Paying Agent, Agent Bank, Computation Agent, Servicers, Back-Up Servicer Facilitator, Corporate Servicer, Administrative Servicer, Interim Account Bank and Transaction Bank);
(iv) interest on Class A notes;
(v) allocation to the Cash Reserve Account until the target level is reached (Euro 157,493,400), until the Class A note is fully redeemed;
(vii) capital payments on the Class A notes (until fully repaid);
(viii) amounts due to the Originators in reference to accruals on the mortgages purchased;
(x) interest payments on the Subordinated Loan in accordance with the contractual terms;
(xi) capital payments on the Subordinated Loan in accordance with the contractual terms;
(xiv) capital payments on the Junior notes;
(xvi) Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages a Cash Reserve of Euro 157,493,400, of which Euro 151,000,000 established as at the date of issue through a Subordinated Loan granted to the Company by Banco Popolare, and Euro 6,943,400 from interest collected on the portfolio from the date of transfer to the date of issue of the notes.
Interest accrues on the subordinated loan coinciding with each Interest Payment Date, at the 3M Euribor rate plus 2.5% spread. The interest is paid in arrears on the Interest Payment Date immediately after the end of the Interest Period, in accordance with the contractually agreed payments waterfall.
Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.
The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in November 2013, and repayment will be based on funds available to the Company in compliance with the priority order of payments.
If on the contractual date of settlement, i.e. the "Cancellation Date" for settlement of the notes, the amounts due to the subordinated loan provider cannot be paid in full or in part, such receivables will cease to exist, will be deemed waived by Banco Popolare and deemed permanently settled.

As at 31 December 2014, the Cash Reserve amounted to Euro 157,493,400 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 7,512,791.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:
"The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules ("Law 130/1999"), by the purchase against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/1999, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.
Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999".
All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**5,262,631,231**
INCREASES	
- Default interest	454,765
- Interest to be collected	10,891,395
DECREASES	
- Write-downs of loans for default interest	454,765
- Decrease in loans	1,113,389,562
- Decrease for loan loss and write-downs	12,564,265
- Decrease in interest to be received	
SITUATION AS AT 01/01/2014	**4,147,568,799**
INCREASES	
- Default interest and expenses	2,116,629
- Increase in interest to be collected	3,972,498
- Increase in loans	
Total increases	**6,089,127**
DECREASES	
- Write-downs of loans for default interest	2,116,629

- Decrease in interest to be received	
- Decrease in loans	749,153,578
Total decreases	**751,270,207**
SITUATION AS AT 31/12/2014 (gross value)	**3,402,387,720**
Write-downs as at 31/12/2014	70,335,552
FINAL SITUATION AS AT 31/12/2014	**3,332,052,168**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, and past due loans net of related provisions for write-downs. For further details, please refer to section “F.2 - Description and performance of the securitisation”.

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014	Non-performing loans as at 31/12/2013	% Non-performing loans as at 31/12/2013
Banco Popolare (*)	**387,921,458**	**100.00%**	**175,991,289**	**100.00%**
Banco Popolare	*387,921,458*	*100.00%*	*138,130,288*	*78.49%*
Banco Popolare (formerly Creberg)	-	-	*37,861,001*	*21.51%*

(*) For comparison purposes, the 2013 data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

On the basis of the internal Servicer Report prepared as at 31 December 2014, the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans classified as bad loans in compliance with Bank of Italy regulations or have 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 332.7 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans or have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 152.4 million.

Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2014, taking into consideration the past due amounts (capital and interest) from loans “in arrears” and “delinquent” and the “Total defaulted loans”. Therefore, the total for past due loans is based on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

INITIAL SITUATION AS AT 01/01/2014	**143,199,942**
INCREASES	**219,991,026**
DECREASES	
- Capital collections	
- Interest collections (including default interest)	14,506,162
Total decreases	**14,506,162**
FINAL SITUATION AS AT 31/12/2014	**348,684,806**

F.9) Cash flows

LIQUIDITY AS AT 31/12/13	**425,990,675**
INCREASES IN LIQUIDITY	
Subordinated loans received	

Capital collections	735,342,611
Interest collections	101,768,707
Fee and commission collections	2,317,364
Positive difference on IRS	
Contingent assets	93,645
Increase in payables	1,923,132
Decrease in receivables	
TOTAL INCREASES	**841,445,459**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	934,775,272
Interest expense on notes issued and loans	19,484,962
Fee and commission expenses	1,916,967
Legal, professional and other expenses	31,718
Negative difference on IRS	
Contingent liabilities	2,132
Increases in receivables	430,250
Decreases in payables	
TOTAL USE OF LIQUIDITY	**956,641,302**
LIQUIDITY AS AT 31/12/2014	**310,794,832**

For year 2015, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 560 million while collections of interest are estimated at around Euro 75 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.

Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 157,493,400 as at 31 December 2014.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					
A.1) Mortgages		113,987,468	622,099,877	2,526,784,559	
A.3) Other (bad loans)					69,180,264
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	310,794,832				
B.5) Other loans and receivables	1,843,722	680,040		6,050	
Total	**312,638,552**	**114,667,508**	**622,099,877**	**2,526,790,609**	**69,180,264**
C. Notes issued					
C.1 Class A notes				1,457,328,672	
C.2 Class B notes				1,942,480,000	
D. Subordinated loans				151,000,000	
E. Other liabilities					
E.1 Payable to the Company	20,494				
E.2 Other payables	216,173			93,513,734	
E.3) Accrued expenses	817,739				
Total	**1,054,406**			**3,644,322,406**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions	Value as at	% Portfolio as at

	31/12/2014	31/12/2014	31/12/2014
0-25,000	12,944	112,899,639	3.46%
25,001 – 75,000	4,846	224,178,927	6.87%
75,001 – 250,000	4,966	675,504,937	20.70%
Over 250,000	2,576	2,250,288,401	68.97%
Total	**25,332**	**3,262,871,904**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

F.1) Summary statement of securitised assets and notes issued
BPL Mortgages 7 securitisation
SME JUNE 2014

	Situation as at 31/12/2014
A. Securitised assets	**1,436,719,257**
A.1) Mortgages	1,436,454,853
A.2) Securities	-
A.3) Other (bad loans)	264,404
B. Use of cash and cash equivalents from securitised assets	**170,259,442**
B.1) Debt securities	-
B.2) Capital instruments	-
B.3) Liquidity	169,601,271
B.4) Repurchase agreements	-
B.5) Other loans and receivables	658,171
C. Notes issued	**1,501,078,751**
C.1 Class A notes	782,880,751
C.2 Class B notes	269,300,000
C.3 Class C notes	448,898,000
C.4 Class D notes	-
D. Subordinated loans	**76,900,000**
D.1) Securities lending	-
D.2) Subordinated loans	76,900,000
E. Other liabilities	**28,999,948**
E.1) Payable to the Company	12,507
E.2) Other payables	28,451,910
E.3) Accrued expenses	535,531
F. Interest expense payable on notes issued	**24,422,244**
G. Commissions and fees related to the transaction	**532,431**

G.1) for the Servicing	457,388
G.2) for other services	75,043
G.2a) Placement and Rating commissions on Notes issued	1,952
G.2b) Bank commissions	79
G.2c) Cash Manager	-
G.2d) Issuer	12,822
G.2e) Paying Agent, RoN and others	60,190
G.2f) Loss margins on swaps	-
H. Other expenses	**11,125,137**
H.1) Legal, professional and administrative expenses	16,603
H.2) Losses on loans	9,460,974
H.3) Non-deductible VAT	-
H.4) Interest expenses on loans	1,647,560
H.5) Contingent liabilities	-
I. Interest generated by securitised assets	**35,269,701**
L. Other revenues	**810,111**
L.1) Interest income	8,278
L.2) Commission income	672,279
L.3) Profit margins on swaps	-
L.4) Write-backs on loans	129,548
L.5) Contingent assets	6

QUALITATIVE INFORMATION

The positive difference between revenues and costs for the year, amounting to Euro 20,941,906, is the result of the securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2014 totalled Euro 20,941,906, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the order established in the "Intercreditor Agreement".

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve held with Banco Popolare London branch as securitisation guarantee for a total of Euro 80,802,031.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 658,046.

In addition to the Additional Return accrued as at 31 December 2014 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the note, necessary to fund the purchase of assets and still payable to the Originators, now only Banco Popolare, for a total of Euro 6,296,708. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 1,062,843.

Item E.3) represents accruals of accrued interest expense on notes issued for Euro 535,531.

F.2) Description and performance of the securitisation

Securitisation status	The securitisation was finalised in 2 steps: the first on 10 May 2014 with the purchase without recourse of a portfolio of loans disbursed as land loans, mortgage loans, agricultural loans and other loans disbursed to SMEs. The transfer agreement was signed on 27 May 2014, effective from and including the date of signing and with coupons maturing from and including the assessment date of 12 May 2014. Subsequently, on 30 June 2014, limited recourse Asset Backed Securities were issued, used to finance the purchase of the loans.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Loans transferred:	The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from mortgages or land loans stipulated pursuant to land loan regulations under art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or other loans disbursed to small and medium enterprises (SMEs), i.e. entities conducting business activities, as defined by the European Commission Recommendation no. 2003/361/EC of 6 May 2003.

Characteristics of the loans transferred

Based on loan transfer contracts "identifiable en bloc" pursuant to the combined provisions of arts. 1 and 4 of Italian Law no. 130, concluded on 27 May 2014 and effective from said date, with economic effects beginning from and including 12 May 2014, loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expenses, other non-life repayments, etc.), deriving from mortgage agreements or mortgages stipulated pursuant to land loan regulations under article 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or other loans which as at 12 May 2014 (inclusive) (or other date specified in the related criterion) have the following characteristics (considered cumulative unless otherwise stated):

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split) are: (a) natural persons (including sole proprietorships) resident in Italy or (b) legal entities (including partnerships) incorporated under Italian law and with registered office in Italy;
- mortgages for which the main borrowers are included in the definition of small and medium-sized business, as indicated in the European Commission Recommendation no. 2003/361/EC of 6 May 2003;
- mortgages for which the main borrowers are included in one of the following income categories, according to the classification criteria of Bank of Italy Circular no. 140 of 11 February 1991, as amended (Instructions for the classification of customers by segment and by group of business activities): no. 166 (support, recreational and cultural service providers), no. 256 (private financial holdings), no. 268 (other financial companies), no. 280 (insurance brokers, agents and advisors), no. 283 (financial advisors), no. 284 (other financial aid providers), no. 430 (production companies), no. 431 (private holdings), no. 450 (non-financial business associations), no. 480 (non-financial trading quasi-corporation - units or companies with 20 or more employees), no. 481 (non-financial trading quasi-corporation - units or companies with more than 5 but less than 20 employees), no. 482 (non-financial trade quasi-corporations - companies with less than 20 employees), no. 490 (other non-financial quasi-corporations - units or companies with 20 or more employees), no. 491 (other non-financial quasi-corporations - units or companies with more than 5 but less than 20 employees), no. 492 (other non-financial quasi-corporations - companies with less than 20 employees), no. 614 (craftsmen), no. 615 (other family businesses). In order to assess compliance of a mortgage with the criterion referred to in this paragraph 4, each borrower can be made aware of his category and whether the related loan has been classified as one stipulated for reasons associated with the exercise of business activities by contacting the branch to which the loan repayments are made;
- fully disbursed loans, for which there is no obligation and no option for further disbursements;
- mortgages denominated in Euro (or disbursed in Italian lire and subsequently redenominated in Euro);
- mortgages deriving from mortgage agreements governed by Italian law;
- mortgages with a contractual interest rate in one of the following categories:
  (a) "Fixed rate mortgages" are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage;
  (b) "Floating rate mortgages" are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage;
  (c) "Discounted rate mortgages" are those on which the interest rate applied is initially at a contractually agreed fixed rate, then from a certain date becomes floating rate benchmarked to a reference index, or vice versa;
  (d) "Flexible" mortgages, i.e. those allowing the borrower the option of changing the interest calculation method, once or more during the residual term of the mortgage, (A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above, and vice versa;
  mortgages: (vi) other than those referred to in paragraphs (ii) and (iii) below, for which the related mortgage agreement was signed between 11 October 2000 and 8 November 2013, inclusive, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 27 June 2005 and 22 October 2013 (inclusive); or (ii) stipulated pursuant to real estate financing regulations under article 38 et seq. of the Italian Legislative Decree no. 385 of 1 September 1993 for which the related mortgage agreement was signed between 10 September 1999 and 10 April 2014, inclusive, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 3 December 2002 and 9 April 2014 (inclusive); or (iii) stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993 for which the related mortgage agreement was signed between 31 March 2000 and 10 April 2014, inclusive, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 10 July 2006 and 30 January 2014 (inclusive); or (iv) other than those indicated in points (i), (ii) and (iii) above, for which the related mortgage agreement was signed between 31 December 1999 and 30 April 2014, inclusive, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 19 June 2007 and 30 April 2014 (inclusive);
- mortgages: (vii) for which the first instalment is due after 12 May 2014; or (ii) the instalments due as at 9 April 2014 are fully paid;

- mortgages on which repayments are monthly, every two months, quarterly, every four months, half-yearly or yearly;
- mortgages for which the outstanding capital is equal to or higher than Euro 5,000;
- mortgages for which the outstanding capital is equal to or less than Euro 10,000,000;
- in reference to mortgage-backed loans, having the collateral property located in Italy.

Composition of mortgages portfolio by Originator

As at 31 December 2014, the total mortgages portfolio amounted to Euro 1,436,719,257, consisting of performing, substandard, past due and restructured loans (as defined in Bank of Italy instructions) for Euro 1,436,454,853, net of related provisions for write-downs, and bad loans for Euro 264,404 net of related provision for write-downs. Note that the classification indicated for bad loans, substandard loans, past due loans and restructured loans is that recorded in the accounting records and IT systems of the Servicers.

Total credit portfolio

Bank	Value as at 31/12/2014	% Portfolio as at 31/12/2014	Value as at 11/05/2014	% Portfolio as at 11/05/2014
Banco Popolare (*)	**1,436,719,257**	**100.00%**	**1,795,598,409**	**100.00%**
Banco Popolare	*1,436,719,257*	*100.00%*	*1,482,072,734*	*82.54%*
Banco Popolare (formerly Creberg)	-	-	*313,525,676*	*17.46%*

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2014, totalled: Euro 132,852 provision for write-downs of bad loans, Euro 5,938,679 provision for write-downs of substandard loans, Euro 3,225,065 provision for write-downs of past due loans, and Euro 108,064 provision for write-downs of restructured loans.

Securitisation performance

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, past due loans and restructured loans net of related provisions for write-downs.

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014
Banco Popolare (*)	**69,657,881**	**100.00%**
Banco Popolare	*69,657,881*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

a) of which bad loans

Bank	Bad loans as at 31/12/2014	% Bad loans as at 31/12/2014
Banco Popolare (*)	**264,404**	**100.00%**
Banco Popolare	*264,404*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

b) of which substandard loans

Bank	Substandard loans as at 31/12/2014	% Substandard loans as at 31/12/2014
Banco Popolare (*)	**46,226,108**	**100.00%**
Banco Popolare	*46,226,108*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

c) of which past due loans

Bank	Past due loans as at 31/12/2014	% Past due loans as at 31/12/2014
Banco Popolare (*)	**21,718,315**	**100.00%**
Banco Popolare	*21,718,315*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

d) of which restructured loans

Bank	Restructured loans as at 31/12/2014	% Restructured loans as at 31/12/2014
Banco Popolare (*)	**1,449,054**	**100.00%**
Banco Popolare	*1,449,054*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

On the basis of the internal Servicer Report prepared as at 31 December 2014 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 17.5 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 50 million.

F.3) Information about the entities involved

Acquirer	BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 29 April 2011.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originator obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Issuer from all losses, costs, charges, expenses and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and Servicing Contract; b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014. Under the terms of the Servicing Contract signed on 27 May 2014, the Servicers are empowered to act on behalf of the Issuer in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A., Milan branch

Computation Agent	BNP Paribas Securities Services, Milan Branch
Cash Account Bank	Banco Popolare Soc. Coop., London Branch
Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	Securitisation Services S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back Up Servicer Facilitator	Securitisation Services S.p.A.

F.4) Characteristics of the Notes issued

On 30 June 2014, BPL Mortgages S.r.l. issued two limited recourse Asset Backed notes: Class A Senior Notes for a total nominal value of Euro 1,077,400,000, Class B Mezzanine Notes for a total nominal value of Euro 269,300,000 and Class C Junior Notes for a total nominal value of Euro 448,898,000. On the same date, all classes of the Notes were subscribed by Banco Popolare. On 19 August 2014, the Senior Notes issued by the Company received confirmation of assignability and are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0005029944
	Currency	EURO
	Amount	Euro 1,077,400,000
	Rate	Floating
	Benchmark	3M Euribor + 0.30% per year spread
	Coupon	Quarterly
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating and rating as at 31.12.2014	Moody's Investors Services "A2", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Mezzanine	ISIN	IT0005029969
	Currency	EURO
	Amount	Euro 269,300,000
	Rate	Floating
	Benchmark	3M Euribor + 0.80% per year spread
	Coupon	Quarterly
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating and rating as at 31.12.2014	Moody's Investors Services "Baa2", DBRS "BBB (Low)"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class C Junior	ISIN	IT0005030025
	Currency	EURO
	Amount	Euro 448,898,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	Additional Return
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Ratings	unrated
	Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided the Company has sufficient funds to complete the redemption of

at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Issue value	Redemption 2014	Residual value 31/12/2014
Class A Senior notes	1,077,400,000	(294,519,249)	782,880,751
Class B Mezzanine notes	269,300,000	-	269,300,000
Class C Junior notes	448,898,000	-	448,898,000
Total	**1,795,598,000**	**(294,519,249)**	**1,501,078,751**

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the rated notes, followed by the Junior Notes with the allocation to these of any residual amount.

The payments in relation to the more frequent items are essentially made in the following order:

- tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
- expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
- commissions payable to the Company's agents (Paying Agent, Agent Bank, Computation Agent, Servicers, Back-Up Servicer Facilitator, Corporate Servicer, Administrative Servicer, Interim Account Bank, Cash Account Bank and Transaction Bank);
- interest on Class A notes;
- interest on Class B notes;
- allocation to the Cash Reserve Account until the target level is reached (Euro 80,802,000), until the rated notes are fully redeemed;
- capital payments on the Class A notes (until fully repaid);
- capital payments on the Class B notes (until fully repaid);
- amounts due to the Originators in reference to accruals on the mortgages purchased;
- interest and capital payments on the Subordinated Loan in accordance with the contractual terms;
- capital payments on the Junior notes;
- Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages a Cash Reserve of Euro 80,802,000, of which Euro 76,900,000 established as at the date of issue through a Subordinated Loan granted to the Company by Banco Popolare, and Euro 3,902,000 from interest collected on the portfolio from the date of valuation (12 May 2014 at 00:01, inclusive) to the date of issue of the notes.
Interest accrues on the subordinated loan on a quarterly basis, coinciding with each Interest Payment Date, at the 3M Euribor rate plus 2.5% spread. The interest is paid in arrears on the Interest Payment Date immediately after the end of the Interest Period, in accordance with the contractually agreed payments waterfall.
Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.

The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in August 2014, and repayment will be based on funds available to the Company in compliance with the priority order of payments.
If on the contractual date of settlement, i.e. the "Cancellation Date" for settlement of the notes, the amounts due to the subordinated loan provider cannot be paid in full or in part, such receivables will cease to exist, will be deemed waived by Banco Popolare and deemed permanently settled.

As at 31 December 2014, the Cash Reserve amounted to Euro 80,802,000 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 1,062,843.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:
"The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules ("Law 130/1999"), by the purchase against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/99, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.
Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999".
All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**1,801,452,101**
INCREASES	
- Default interest	98,657
- Interest to be collected	7,450,063
- Increase in loans	
Total increases	**7,548,719**
DECREASES	
- Write-downs of loans for default interest	98,657
- Decrease in interest to be received	

- Decrease in loans	362,778,247
Total decreases	**362,876,904**
SITUATION AS AT 31/12/2014 (gross value)	**1,446,123,916**
Write-downs as at 31/12/2014	9,404,659
FINAL SITUATION AS AT 31/12/2014	**1,436,719,257**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, past due loans and restructured loans net of related provisions for write-downs. For further details, please refer to section "F.2 - Description and performance of the securitisation".

Total non-performing loans

Bank	Non-performing loans as at 31/12/2014	% Non-performing loans as at 31/12/2014
Banco Popolare (*)	**69,657,881**	**100.00%**
Banco Popolare	*69,557,881*	*100.00%*
Banco Popolare (formerly Creberg)	-	-

(*) For comparison purposes, the data was combined to account for the merger of Credito Bergamasco in Banco Popolare with legal effective date of 1 June 2014.

On the basis of the internal Servicer Report prepared as at 31 December 2014 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Defaulted Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 17.5 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 50 million.

Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2014, taking into consideration the past due amounts (capital and interest) from loans "in arrears" and "delinquent" and the "Total defaulted loans". Therefore, the total for past due loans is based on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

INITIAL SITUATION UPON TRANSFER	**-**
INCREASES	**25,193,288**
DECREASES	
- Capital collections	
- Interest collections (including default interest)	90,729
Total decreases	**90,729**
FINAL SITUATION AS AT 31/12/2014	**25,102,558**

F.9) Cash flows

INITIAL LIQUIDITY	**-**
INCREASES IN LIQUIDITY	
Subordinated loans received	76,900,000
Capital collections	349,547,317
Interest collections	34,619,933
Fee and commission collections	672,279

Positive difference on IRS	
Contingent assets	6
Increase in payables	6,296,710
Decrease in receivables	
TOTAL INCREASES	**468,036,244**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	294,519,249
Interest expense on notes issued and loans	3,529,524
Fee and commission expenses	385,725
Legal, professional and other expenses	349
Negative difference on IRS	
Contingent liabilities	
Increases in receivables	127
Decreases in payables	
TOTAL USE OF LIQUIDITY	**298,434,973**
LIQUIDITY AS AT 31/12/2014	**169,601,271**

For year 2015, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 255 million while collections of interest are estimated at around Euro 43 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.

Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 80,802,000 as at 31 December 2014.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					
A.1) Mortgages		36,100,915	398,922,850	1,001,431,088	
A.3) Other (bad loans)					264,404
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	169,601,271				
B.5) Other loans and receivables	658,044			127	
Total	**170,259,317**	**36,100,915**	**398,922,850**	**1,001,431,216**	**264,404**
C. Notes issued					
C.1 Class A notes				782,880,751	
C.2 Class B notes				269,300,000	
C.3 Class C notes				448,898,000	
D. Subordinated loans				76,900,000	
E. Other liabilities					
E.1 Payable to the Company	12,507				
E.2 Other payables	150,453			28,301,457	
E.3) Accrued expenses	535,531				
Total	**698,491**			**1,606,280,208**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions 31/12/2014	Value as at 31/12/2014	% Portfolio as at 31/12/2014
0-25,000	5,313	61,872,315	4.31%
25,001 – 75,000	2,270	100,041,047	6.96%
75,001 – 250,000	1,971	264,352,562	18.40%
Over 250,000	1,137	1,010,188,928	70.33%
Total	**10,691**	**1,436,454,853**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

Section 3 - Information on risks and related hedging policy

3.1 CREDIT RISK

QUALITATIVE INFORMATION

The Company only has receivables payable on demand and therefore it is considered that there is no exposure to credit risk.

QUANTITATIVE INFORMATION

1. Distribution of financial assets by portfolio and by credit quality

Portfolios/quality	Bad loans	Substandard loans	Restructured loans	Past due loans (non-performing)	Past due loans (performing)	Other Assets	Total
1. Financial assets held for trading							
2. Financial assets designated at fair value							
3. Financial assets available for sale							
4. Financial assets held to maturity							
5. Due from banks						11,952	11,952
6. Due from financial institutions							
7. Due from customers							
8. Hedging derivatives							
Total 2014	**-**	**-**	**-**	**-**	**-**	**11,952**	**11,952**
Total 2013	**-**	-	-	-	-	**12,193**	**12,193**

3.2 MARKET RISK

3.2.1 Interest rate risk

QUALITATIVE INFORMATION

The Company is not exposed to interest rate risk.

QUANTITATIVE INFORMATION

1. Distribution by residual maturity (by repricing date) of financial assets and liabilities

Item/residual life	On demand	Up to 3 months	More than 3 months and up to 6 months	More than 6 months and up to 1 year	More than 1 year and up to 5 years	More than 5 years and up to 10 years	Over 10 years	Unlimited duration
1. Assets								
1.1 Debt securities								
1.2 Loans and receivables	11,952							
1.3 Other assets		53,736						2,608,671
2. Liabilities								
2.1 Payables								
2.2 Debt securities								
2.3 Other liabilities		43,222						2,645,098
3. Derivatives								
Options								
3.1 Long positions								
3.2 Short positions								
Other derivatives								
3.3 Long positions								
3.4 Short positions								

3.2.2 Price risk

The table has not been compiled as there are no such risk positions.

3.2.3 Foreign exchange rate risk

The table has not been compiled as there are no such risk positions.

3.3 OPERATIONAL RISKS

With regard to operational risk, note that the Company has no employees and has outsourced its functions and related operational risk to entities contractually appointed for this purpose. In particular, with regard to services assigned to Banco Popolare Group banks, note that as part of the securitisations management model, processes have been defined for the correct execution of activities relating to securitisation management; activities regarding collection accounting management, reporting, arrears management, financial statements preparation, ordinary swap operations and support activities. These processes ensure compliance with reference regulations and execution of first and second level controls, also by means of the risk management performed by the Banco Popolare Group Finance Department.

3.4 LIQUIDITY RISK

QUALITATIVE INFORMATION

The Company considers it has sufficient cash and cash equivalents to meet its commitments.

QUANTITATIVE INFORMATION

1. Distribution of assets and liabilities by residual duration of the contracts

Item/Residual duration	On demand	More than 1 day and up to 7 days	More than 7 days and up to 15 days	More than 15 days and up to 1 month	More than 1 month and up to 3 months	More than 3 months and up to 6 months	More than 6 months and up to 1 year	More than 1 year and up to 3 years	More than 3 years and up to 5 years	Over 5 years	Unlimited duration
Cash assets											
A.1 Government securities											
A.2 Other debt securities											
A.3 Loans											
A.4 Other assets	11,952				53,736					2,608,671	
Cash liabilities											
B.1 Amounts due to:											
- Banks											
- Financial institutions											
- Customers											
B.2 Debt securities											
B.3 Other liabilities					43,222					2,645,098	
Off-balance sheet transactions											
C.1 Derivatives with underlying asset exchange											
- Long positions											
- Short positions											
C.2 Derivatives without underlying asset exchange											
- Positive spread											
- Negative spread											
C.3 Loans to be received											
- Long positions											
- Short positions											
C.4 Irrevocable commitment to disburse funds											
- Long positions											
- Short positions											
C.5 Financial guarantees given											
C.6 Financial guarantees received											

Section 4 – Information on equity

4.1 Company equity

4.1.1 Qualitative information

The Company's equity comprises the fully paid-up quota capital of Euro 12,000, reserves amounting to Euro 26,728 and net income for the period. As at 31 December 2014, the quota capital of Euro 12,000 is held by SVM Securitisation Vehicles Management S.r.l., 100% owner of the nominal value of the quota capital. The Company is not subject to external minimum mandatory capital requirements or special regulations on regulatory capital.

4.1.2 Quantitative information

4.1.2.1 Company equity: composition

Item/Amounts	31/12/2014	31/12/2013
1. Capital	12,000	12,000
2. Quota premium reserve		
3. Reserves		
- profits	26,858	22,126
a) legal	*2,400*	*2,400*
b) statutory		
c) treasury shares		
d) other	*24,458*	*19,726*
- other	4,602	4,602
4. (Treasury shares)		
5. Valuation reserves		
- Available-for-sale financial assets		
- Tangible assets		
- Intangible assets		
- Foreign investment hedges		
- Cash flow hedges		
- Exchange difference		
- Non-current assets or disposal groups held for sale		
- Special revaluation laws		
- Actuarial gains (losses) on defined benefit plans		
- Share of valuation reserves related to investments carried at equity		
6. Equity instruments		
7. Net income (loss) for the period	57	4,732
Total	**43,517**	**43,460**

4.2 Regulatory capital and capital ratios

The Company is not subject to external minimum mandatory capital requirements or special regulations on regulatory capital.

Section 5 - Statement of comprehensive income

	Item	Gross amount	Income taxes	Net amount
10.	**Net income (loss) for the period**	**1,132**	**(1,075)**	**57**
130.	**Total other income**	**-**	**-**	**-**
140.	**Comprehensive income (Items 10 + 130)**	**1,132**	**(1,075)**	**57**

Items of the table which as at 31 December 2014 had a zero value are not indicated.

Section 6 – Transactions with related parties

6.1 Information on remuneration of directors and executives with strategic responsibilities

The fees payable to the Sole Director for 2014 amounted to Euro 12,959 and remuneration of the Board of Statutory Auditors totalled Euro 7,000.

6.2 Loans and guarantees given to Directors and Statutory Auditors

The company has not issued guarantees in favour of the Sole Director or the Board of Statutory Auditors.

6.3 Information on transactions with related parties

The Company has no employees as the management of assets purchased is outsourced to the Originators, now only Banco Popolare, under the terms of the Servicing Contracts. Administrative, accounting and tax-related activities are assigned to Banco Popolare.

Section 7 - Other information

Pursuant to art. 149-duodecies of Consob Issuers' Regulation, under the terms of the transitional regime envisaged in art. 43, paragraph 2, Italian Legislative Decree 39/2010, the table below provides information on fees paid to the independent auditors Reconta Ernst & Young S.p.A. The amounts indicated in the table for 2014 are those determined and stated in the contract (excluding any indexing, non-deductible VAT, out-of-pocket expenses and any regulatory contributions).

Type of service (amounts in Euro)	**Reconta Ernst & Young S.p.A.**	**Other companies in Ernst & Young network**
Audit	32,000	-
Certification services	-	-
Other services	-	-
Total	**32,000**	**-**

Conegliano (TV), 09 February 2015

BPL Mortgages S.r.l.
A single member company
Sole Director
Claudia Calcagni

BPL MORTGAGES S.r.l.

Via V. Alfieri 1, 31015 Conegliano (TV)
Quota Capital EEuro 12,000.00, fully paid up
Treviso Register of Companies no. 04078130269, Econ. Admin. Index no. 321099
Tax Code and VAT no. 04078130269
Registered on the List of Special Purpose Vehicles with no. 33259.3 pursuant to the Bank of Italy Instructions of 30 September 2014

FINANCIAL STATEMENTS
AS AT 31 DECEMBER 2015

The present document is the English translation of the Italian Financial Statements, prepared for and used in Italy and translated only for the convenience of international readers. The Financial Statements were prepared using International Reporting Standards (IAS/IFRS). In the event of any incongruity the Italian text will prevail.

CORPORATE OFFICERS

SOLE DIRECTOR

Pamela Stival

BOARD OF STATUTORY AUDITORS

Vittorio Belviolandi	Chairman
Marco Bronzato	Standing Auditor
Francesco Bavagnoli	Standing Auditor

INDEPENDENT AUDITORS

RECONTA ERNST & YOUNG S.P.A.

Dear Quotaholder,
The Financial Statements as at 31 December 2015, comprising the Statement of Financial Position, Income Statement, Statement of Comprehensive Income, Statement of Changes in Quotaholders' Equity, Cash Flow Statement, Notes to the Financial Statements and this accompanying Director's Report on Operations, are hereby submitted for your approval.

These Financial Statements were prepared in application of international accounting standards issued by the International Accounting Standards Board (IASB) and related interpretations issued by IFRIC, all endorsed by the European Union, and in accordance with Bank of Italy Circular of 15 December 2015 "Instructions on the preparation of financial statements and reports of financial intermediaries, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" containing the formats and rules on financial intermediaries' preparation of financial statements.

1) REPORT ON OPERATIONS

Business operations

BPL Mortgages S.r.l. is a company established pursuant to art. 3, Italian Law 130/1999. Following the entry into force on 1 October 2014 of the Bank of Italy Supervisory Instructions of 30 September 2014, replacing the previous Instructions of 29 April 2011, on "Reporting and statistical obligations of special purpose vehicles involved in securitisations" (implementing Italian Legislative Decree 141/2010, which amends art. 3, paragraph 3, Italian Law no. 130 of 30 April 1999), securitisation SPVs already registered in the General List according to art. 106 of the Consolidated Banking Act and pursuant to the former 2011 Instructions were cancelled and officially entered in the List of SPVs as envisaged in art. 4 of the aforementioned Bank of Italy Instructions.

The quota capital of Euro 12,000.00 is distributed as follows: SVM Securitisation Vehicles Management S.r.l. holds 100% of the nominal value of the quota capital. As envisaged in the "Agency and Accounts Agreements" of the outstanding transactions signed, respectively, as part of the fifth securitisation on 20 December 2012, the sixth transaction on 8 March 2013, and the seventh transaction on 27 June 2014, with effect from completion of each securitisation, all costs incurred by the Company are covered by equal amounts recognised from the segregated assets for each securitisation with a view to guaranteeing regular corporate operations.

In compliance with the Articles of Association and the aforementioned legal provisions, the sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, by the purchase against payment of monetary receivables, both existing and future, identified en bloc if multiple monetary loans are involved, financed through recourse to the Company's issue of notes as referred to in art. 1 paragraph 1b) and art. 5, Italian Law 130/1999. Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other transactions carried out by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question. To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased and to provide cash and payment services.

Note that by resolution of the Quotaholders' Meeting of 12 December 2008, arrangements were made to amend art. 4 of the Articles of Association, extending the expiry date of the Company to 31 December 2060.

As at 31 December 2015, there were three outstanding securitisations, specifically: one securitisation of residential mortgages ("BPL Mortgages 5") implemented following transfer of a mortgages portfolio in November 2012, a securitisation of land loans, mortgage loans, agricultural loans and unsecured loans disbursed to SMEs ("BPL Mortgages 6") initiated with the transfer of a loan portfolio in February 2013, and a securitisation of mortgages, land loans, agricultural loans and other loans disbursed to SMEs ("BPL Mortgages 7") through the transfer of a loan portfolio in May 2014.

Significant events during the year

BPL Mortgages 5 securitisation

BPL Mortgages 5 - Interest Payment Date 30 January 2015

The cash flows generated from the securitisation proceeds for the period 1 October 2014 to 30 December 2014 were settled on 30 January 2015. In particular, the Total Issuer Available Funds amounted to Euro 146,744,262, of which Euro 82,744,262 in Total Collections (including Euro 64,002,084 capital, Euro 17,588,712 interest and Euro 1,121,099 on bad loans) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,471,635 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 81,076,677.

BPL Mortgages 5 - Interest Payment Date 30 April 2015

The cash flows generated from the securitisation proceeds for the period 1 January 2015 to 31 March 2015 were settled on 30 April 2015. In particular, the Total Issuer Available Funds amounted to Euro 148,226,342, of which Euro 84,226,342 in Total Collections (including Euro 66,522,964 capital, Euro 16,491,519 interest and Euro 1,162,922 on Bad loans) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,327,876 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 82,698,811.

BPL Mortgages 5 - Interest Payment Date 31 July 2015

The cash flows generated from the securitisation proceeds for the period 1 April 2015 to 30 June 2015 were settled on 31 July 2015. In particular, the Total Issuer Available Funds amounted to Euro 154,188,231, of which Euro 90,188,231 in Total Collections (including Euro 72,754,581 capital, Euro 15,808,074 interest and 1,591,975 on Bad loans) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,143,332 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 88,861,797.

BPL Mortgages 5 - Interest Payment Date 30 October 2015

The cash flows generated from the securitisation proceeds for the period 1 July 2015 to 30 September 2015 were settled on 30 October 2015. In particular, the Total Issuer Available Funds amounted to Euro 156,159,761, of which Euro 92,159,761 in Total Collections (including Euro 75,890,472 capital, Euro 14,711,480 interest and 1,507,674 on Bad loans) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 910.079 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 91,016,914.

Collections October 2015 - December 2015

The total collections on the securitisation for the period 1 October 2015 to 31 December 2015, as indicated in the Servicer Report, amounted to Euro 97,946,600, of which Euro 16,318,589 interest and Euro 81,628,011 capital. The next Interest Payment Date will be 29 January 2016.

Performance of "BPL Mortgages 5" securitisation

As at 31 December 2015, the total mortgage portfolio amounted to Euro 2,736,587,873, divided between performing, unlikely to pay and past due loans (as defined in Bank of Italy's instructions) for Euro 2,701,039,610 net of the related provisions for write-downs, and bad loans for Euro 35,548,263 net of the related provisions for write-downs.

Total credit portfolio

Originator BANCO POPOLARE	Value as at 31/12/2015	% Portfolio as 31/12/2015	Value as at 31/12/2014	% Portfolio as at 31/12/2014
Performing, unlikely to pay and past due loans	2,701,039,610	98.70%	3,026,552,923	99.39%
Bad loans	35,548,263	1.30%	18,430,035	0.61%
Total credit portfolio	**2,736,587,873**	**100.00%**	**3,044,982,958**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2015 totalled: Euro 10,332,588 provision for write-downs of bad loans, Euro 10,097,910 provision for write-downs of unlikely to pay loans and Euro 1,826,782 provision for write-downs of past due loans. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 5 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 5 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

On 23 January 2015, Moody's upgraded the Senior Notes of the BPL Mortgages 5 securitisation from "A2" to "Aa2". The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015.

BPL Mortgages 6 securitisation

BPL Mortgages 6 - Interest Payment Date 2 March 2015

The cash flows generated from the securitisation proceeds for the period 1 November 2014 to 31 January 2015 were settled on 2 March 2015. In particular, the Total Collections amounted to Euro 359,772,286 (including Euro 174,761,112 capital, Euro 21,275,468 interest and Euro 6,212,123 on Bad loans), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 2,480,475 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 199,463,263.

BPL Mortgages 6 - Interest Payment Date 1 June 2015

The cash flows generated from the securitisation proceeds for the period 1 February 2015 to 30 April 2015 were settled on 1 June 2015. In particular, the Total Collections amounted to Euro 334,389,970 (including Euro 155,800,962 capital, Euro 15,865,445 interest and Euro 5,216,899 on Bad loans), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 2,017,453 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 174,592,367.

BPL Mortgages 6 - Interest Payment Date 31 August 2015

The cash flows generated from the securitisation proceeds for the period 1 May 2015 to 31 July 2015 were settled on 31 August 2015. In particular, the Total Collections amounted to Euro 357,962,132 (including Euro 175,510,413 capital, Euro 17,855,728 interest and Euro 7,084,430 on Bad loans), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,587,504 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 198,570,292.

BPL Mortgages 6 - Interest Payment Date 30 November 2015

The cash flows generated from the securitisation proceeds for the period 1 August 2015 to 31 October 2015 were settled on 30 November 2015. In particular, the Total Collections amounted to Euro 303,269,001 (including Euro 129,808,172 capital, Euro 12,418,997 interest and Euro 3,542,036 on Bad loans), and Euro 157,493,400 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 1,256,774 was paid on the Senior Notes, the Cash Reserve was restored for Euro 157,493,400 and capital was repaid on the Senior Notes for Euro 144,231,353.

Collections 1 November 2015 - 31 December 2015

The total collections on the securitisation for the period 1 November 2015 to 31 December 2015, as indicated in the Servicer Report prepared for internal use, amounted to Euro 111,851,517, of which Euro 14,597,544 interest and Euro 97,253,973 capital.

Performance of “BPL Mortgages 6” securitisation

As at 31 December 2015, the total mortgage portfolio amounted to Euro 2,696,705,222, divided between performing, unlikely to pay and past due loans (as defined in Bank of Italy’s instructions) for Euro 2,582,562,761 net of the related provisions for write-downs, and bad loans for Euro 114,142,461 net of the related provisions for write-downs.

Total credit portfolio

Originator BANCO POPOLARE	Value as at 31/12/2015	% Portfolio as 31/12/2015	Value as at 31/12/2014	% Portfolio as at 31/12/2014
Performing, unlikely to pay and past due loans	2,582,562,761	95.77%	3,262,871,904	97.92%
Bad loans	114,142,461	4.23%	69,180,264	2.08%
Total credit portfolio	**2,696,705,222**	**100.00%**	**3,332,052,168**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2015 totalled: Euro 26,789,398 provision for write-downs of bad loans, Euro 63,793,613 provision for write-downs of unlikely to pay loans and Euro 3,244,579 provision for write-downs of past due loans. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 6 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 6 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

On 23 January 2015, Moody's upgraded the Senior Notes of the BPL Mortgages 6 securitisation from "A2" to "A1". The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015.

BPL Mortgages 7 securitisation

BPL Mortgages 7 - Interest Payment Date 25 February 2015

The cash flows generated from the securitisation proceeds for the period 1 November 2014 to 31 January 2015 were settled on 25 February 2015. In particular, the Total Collections amounted to Euro 199,836,961 (including Euro 106,399,979 capital, Euro 12,603,336 interest and Euro 31,463 on Bad loans), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 762,265 was paid on the Class A Senior Notes and of Euro 606,314 on the Class B Mezzanine Notes, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 117,471,723.

BPL Mortgages 7 - Interest Payment Date 26 May 2015

The cash flows generated from the securitisation proceeds for the period 1 February 2015 to 30 April 2015 were settled on 26 May 2015. In particular, the Total Collections amounted to Euro 182,331,579

(including Euro 91,025,200 capital, Euro 10,097,806 interest and Euro 406.349 on Bad loans), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 573,915 was paid on the Class A Senior Notes and of Euro 568,896 on the Class B Mezzanine Notes, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 100,236,555.

BPL Mortgages 7 - Interest Payment Date 25 August 2015

The cash flows generated from the securitisation proceeds for the period 1 May 2015 to 31 July 2015 were settled on 25 August 2015. In particular, the Total Collections amounted to Euro 184,820,741 (including Euro 92,551,480 capital, Euro 10,503,558 interest and Euro 963,600 on Bad loans), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 411,446 was paid on the Class A Senior Notes and of Euro 536,416 on the Class B Mezzanine Notes, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 102,919,174.

BPL Mortgages 7 - Interest Payment Date 25 November 2015

The cash flows generated from the securitisation proceeds for the period 1 August 2015 to 31 October 2015 were settled on 25 November 2015. In particular, the Total Collections amounted to Euro 154,221,982 (including Euro 64,994,573 capital, Euro 7,474,856 interest and Euro 950,458 on Bad loans), and Euro 80,802,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 317,773 was paid on the Class A Senior Notes and of Euro 529,234 on the Class B Mezzanine Notes, the Cash Reserve was restored for Euro 80,802,000 and capital was repaid on the Senior Notes for Euro 72,405,266.

Collections 1 November 2015 - 31 December 2015

The total collections on the securitisation for the period 1 November 2015 to 31 December 2015, as indicated in the Servicer Report prepared for internal use, amounted to Euro 60,336,860, of which Euro 6,593,501 interest and Euro 53,743,359 capital.

Performance of "BPL Mortgages 7" securitisation

As at 31 December 2015, the total mortgage portfolio amounted to Euro 1,097,651,473, divided between performing, unlikely to pay and past due loans (as defined in Bank of Italy's instructions) for Euro 1,088,670,023 net of the related provisions for write-downs, and bad loans for Euro 8,981,450 net of the related provisions for write-downs.

Total credit portfolio

Originator BANCO POPOLARE	**Value as at 31/12/2015**	**% Portfolio as 31/12/2015**	**Value as at 31/12/2014**	**% Portfolio as at 31/12/2014**
Performing, unlikely to pay and past due loans	1,088,670,023	99.18%	1,436,454,853	99.98%
Bad loans	8,981,450	0.82%	264,404	0.02%
Total credit portfolio	**1,097,651,473**	**100.00%**	**1,436,719,257**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs, which at 31 December 2015 totalled: Euro 1,723,494 provision for write-downs of bad loans, Euro 11,958,244 provision for write-downs of unlikely to pay loans and Euro 1,966,294 provision for write-downs of past due loans. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 7 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 7 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

With reference to the BPL Mortgages 7 securitisation, Moody's upgraded the Senior Note from "A2" to "A1" on 23 January 2015 and the Mezzanine Note from "Baa2" to "A3" on 20 March 2015. The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015. Then on 1 July 2015 Moody's upgraded the Mezzanine Note from "A3" to "A1".

Group-related transactions

Merger of Banca Italease into Banco Popolare

In execution of the Banco Popolare Board of Directors' resolutions of 1 April 2014 and of the Banca Italease Extraordinary Shareholders' Meeting of 28 March 2014, on 9 March 2015 the merger deed was signed for the merger of subsidiary Banca Italease into the parent company Banco Popolare. With statutory effects of the merger entered into force from 16 March 2015, on registration of the deed of merger in the related Registers of Companies, whilst the accounting and tax effects applied from 1 January 2015. Consequently, in accordance with Art. 2504-bis of the Italian Civil Code, Banco Popolare assumes the rights and obligations of the merged company from the legal effective date of the transaction, continuing in all the relationships prior to said date.

The aforementioned transaction completes the rationalisation of the corporate structure that began in 2011, which led to the merger of the Group's "Area Banks", allowing the efficiency and profitability objectives to be achieved and at the same time safeguarding the individual banks' brand names and business vocation in serving their communities

Report on corporate governance and ownership structure

The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999 ("Law 130/1999"), by the purchase against payment of monetary receivables, both existing and future, financed through recourse to the issue of notes as referred to in art. 1 paragraph 1b), Law 130/1999. Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other transactions performed on which no action is permitted by creditors other than the holders of notes issued to finance purchase of the aforementioned loans. To the extent permitted by the provisions of Law 130/1999, the Company may conclude accessory transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes.

(b) As part of its corporate purpose, the Company arranged seven securitisations through the purchase of performing loans and by issuing notes listed on regulated markets. Consequently, pursuant to art. 123-bis, Italian Legislative Decree no. 58 of 24 February 1998, the report on operations of issuers with notes listed on regulated markets must contain a specific section, the "Report on corporate governance and ownership structure", which, in accordance with paragraph 2b) of that article, must provide information on the "main characteristics of the risk management and internal control systems for separate or consolidated financial reporting processes, as appropriate".
The Company has no employees. To pursue the Company purpose and therefore also in relation to risk management and internal control systems for the financial reporting process, the Company makes use of agents appointed ad hoc. The contractual documentation of the securitisation defines the criteria that must be followed for the appointment of agents and specifies the activities each agent is expected to perform for the Company. This information is also provided in Part D, Section F.3 of the Notes to the Financial Statements.
The agents are appointed from among persons who perform the duties assigned by the Company in a professional manner. Agents must complete their assignments in compliance with governing regulations and in such a way as to allow the Company to promptly comply with all securitisation-related and legal obligations.
The main roles covered by such agents are as follows:
(i) the Servicer that, amongst other things, is responsible for management of the loans purchased;
(ii) the Administrative Servicer, responsible for the Company's administrative and accounting management;
(iii) the Cash Manager, Calculation Agent and Paying Agent, which provide cash management, calculation and payment services;
(iv) the Corporate Servicer, responsible for corporate affairs.
Specifically, the Servicer is the "party appointed to collect the transferred loans and to perform collection and payment services" pursuant to art. 2, paragraph 3 c), Law 130/1999. In accordance with art. 2, paragraph 6 of Law 130/1999, the role of Servicer may be performed by banks or by intermediaries registered in the Single List of Financial Intermediaries envisaged in art. 106, Italian Legislative Decree no. 385 of 1 September 1993, and is responsible for verifying that securitisations are performed in compliance with the law and the prospectus. Also pursuant to the Bank of Italy Instructions of 23 August 2000, Servicers are responsible for operational tasks and for ensuring the correct implementation of securitisations in the interest of investors and, in general, of the market. Lastly, with regard to the financial data, it should be mentioned that these are prepared by the Servicers based mainly on data provided by the entity appointed to manage the loans acquired.

Other information

The Company, in its Quotaholders' Meeting of 27 March 2014, renewed the appointment of the Board of Statutory Auditors for the three-year period 2014-2016, in accordance with art. 2477, paragraph 1 of the Italian Civil Code.

In addition, the Quotaholders' Meeting of 29 October appointed a new Sole Director of the Company, permanent and with effect from 29 October 2015, to replace the previous Sole Director who had resigned.

As the Company is a "public interest entity" pursuant to art. 16, paragraph 1a), Italian Legislative Decree no. 39 of 27 January 2010 and since it has issued debt securities listed on the Irish Stock Exchange, on 23 December 2010 the Quotaholders' Meeting appointed Reconta Ernst & Young S.p.A. the statutory audit of the Financial Statements for the nine-year period 2010-2018.

As regards the description of the main risks and uncertainties to which the Company is exposed, it should be emphasised that, given the special nature of regulatory provisions concerning securitisation SPVs, there is no information to report in relation to the Company's own assets. In particular, note that as already mentioned previously the Company was incorporated with the sole purpose of performing one or more securitisations, and this purpose is achieved with the implementation of seven securitisation transactions, three of which are outstanding as at 31 December 2015. The securitisations were structured by a leading international bank and the activities necessary in terms of operations have been assigned by the Company to professional operators specialised in providing financial and regulatory services within the framework of such transactions.
With regard to the securitisations, which constitute the Company's segregated assets, reference should be made to Section 1, Part D of the Notes to the Financial Statements.

Given the special nature of activities conducted and the absence of personnel, there is no information to report on environmental and personnel aspects.

Secondary offices

The Company has no secondary offices.

Financial instruments

Pursuant to art. 2428, paragraph 6-bis of the Italian Civil Code, with regard to information on the Company's use of financial instruments and the data required for assessment of the equity and financial position and the result for the period, it is hereby specified that the Company did not use financial instruments for its ordinary operations during 2015.

Treasury shares

The Company does not own treasury shares or shares of the parent company, directly or through trustee companies, nor has it acquired and/or sold such shares during the year.

Research and development

Given the specific nature of the Company, no specific research and development activities were performed.

Subsequent events after the end of the financial year

BPL Mortgages 5 - Interest Payment Date 29 January 2016

The cash flows generated from the securitisation proceeds for the period 1 October 2015 to 31 December 2015 were settled on 29 January 2015. In particular, the Total Issuer Available Funds amounted to Euro 161,985,823, of which Euro 97,985,827 in Total Collections (including Euro 81,628,012 capital and Euro 16,318,589 interest) and Euro 64,000,000 relating to the Cash Reserve.
The available funds allowed payment of all items envisaged in the order of priorities established in the payments waterfall. Specifically, interest of Euro 687.226 was paid on the Senior Notes, the Cash Reserve was restored for Euro 64,000,000 and capital was repaid on the Senior Notes for Euro 97,047,875.

Winding-up of "BPL Mortgages 6" securitisation

On 3rd February 2016, with the signing of the repurchase agreement, Banco Popolare has repurchased the entire portfolio of mortgages underlying "BPL Mortgages 6" securitisation for a total residual debt of approximately Euro 2.8 billion.

Relations with subsidiaries, associates, parent companies and group companies

The Company is 100% owned by SVM Securitisation Vehicles Management S.r.l. with which it has no intercompany relations.

Transactions with related parties

With regard to transactions with related parties, reference should be made to Part D - Other information, Section 6 - Transactions with related parties in the Notes to the Financial Statements.

Business outlook

Future business will focus on the regular continuation of the existing securitisations. With regard to going concern assumptions, no situations have been recorded that would give any rise to doubt about the company's ability to continue operating normally.

Proposed resolution

The Financial Statements as at 31 December 2015 ended with a loss of Euro 361 which we propose to cover with portion of the reserves of retained earnings.

Conegliano (TV), 05 February 2016

BPL Mortgages S.r.l.
A single member company
Sole Director
Pamela Stival

EY
Building a better working world

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Independent auditor's report
in accordance with articles 14 and 16 of Legislative Decree n. 39, dated 27 January 2010
(Translation from the original Italian text)

To the sole Quotaholder
of BPL Mortgages S.r.l.

Report on the financial statements

We have audited the accompanying financial statements of BPL Mortgages S.r.l., which comprise the statement of financial position as at December 31, 2015, and the income statement, statement of comprehensive income, statement of changes of quotaholders' equity, statement of cash flow for the year then ended, and the notes to the financial statements.

The Sole Director's responsibility for the financial statements

The Sole Director of BPL Mortgages S.r.l. is responsible for the preparation of these financial statements that give a true and fair view in accordance with International Financial Reporting Standards as adopted by the European Union as well as with the regulations issued to implement article 9 of Legislative Decree n. 38, dated 28 February 2005.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing (ISA Italia) implemented in accordance with article 11, paragraph 3 of Legislative Decree n. 39, dated 27 January 2010. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's professional judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Sole Director, as well as evaluating the overall presentation of the financial statements.
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements give a true and fair view of the financial position of BPL Mortgages S.r.l. as at December 31, 2015, and of its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union as well as with the regulations issued to implement article 9 of Legislative Decree n. 38, dated 28 February 2005.

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Emphasis of matter

We draw attention to the notes to the financial statements where is stated that the Company performs solely securitization transactions according to Law n. 130/99 and, in compliance with Bank of Italy's instructions of December 15, 2015, has recorded the acquired receivables, the notes issued and the other transactions performed within the scope of the securitization transaction in the explanatory notes and not in the statement of financial position. The recognition of financial assets and liabilities in the explanatory notes is done in conformity with the administrative provisions issued by the Bank of Italy based on art. 9 of Italian Legislative Decree n. 38/2005, in accordance with International Financial Reporting Standards. This approach is also in line with the provisions of Law n° 130/99 according to which the receivables involved in each securitization are, in all respect, separate from the assets of the Company and from those related to other securitization. For completeness of disclosure, we point out that the accounting treatment under the International Financial Reporting Standards of financial assets and/or groups of financial assets and financial liabilities deriving from securitization transaction is still under examination by the International Financial Reporting Standards interpretation committees. Our opinion is not qualified in respect of those matters.

Report on other legal and regulatory requirements

Opinion on the consistency of the Report on Operations and of specific information of the Report on Corporate Governance and the Company's Ownership Structure with the financial statements

We have performed the procedures required under audit standard SA Italia n. 720B in order to express an opinion, as required by law, on the consistency of the Report on Operations and of specific information of the Report on Corporate Governance and the Company's Ownership Structure as provided for by article 123-bis, paragraph 4 of Legislative Decree n. 58/98, which is the responsibility of the Sole Director of BPL Mortgages S.r.l., with the financial statements of BPL Mortgages S.r.l. as at December 31, 2015. In our opinion the Report on Operations and the specific information of the Report on Corporate Governance and the Company's Ownership Structure are consistent with the financial statements of BPL Mortgages S.r.l. as at December 31, 2015.

Verona, February 19, 2016
Reconta Ernst & Young S.p.A.
Signed by: Stefania Doretti, partner

This report has been translated into the English language solely for the convenience of international readers.

2) STATEMENT OF FINANCIAL POSITION

	Assets	31.12.2015	31.12.2014
60.	Receivables	11,687	11,952
120.	Tax assets	57,437	57,478
	a) current	*57,437*	*57,478*
	b) deferred	-	-
	of which pursuant to Italian Law 214/2011	-	-
140.	Other assets	2,701,992	2,662,407
	Total assets	**2,771,116**	**2,731,837**

	Liabilities and quotaholders' equity	31.12.2015	31.12.2014
70.	Tax liabilities	55	-
	a) current	*55*	-
	b) deferred	-	-
90.	Other liabilities	2,727,905	2,688,320
120.	Capital	12,000	12,000
160.	Reserves	31,517	31,460
180.	Net income (loss) for the period	(361)	57
	Total liabilities and quotaholders' equity	**2,771,116**	**2,731,837**

3) INCOME STATEMENT

		31.12.2015	31.12.2014
10.	Interest and similar income	49,453	49,459
20.	Interest and similar expense	(49,453)	(49,453)
	Interest margin	**-**	**6**
30.	Fee and commission income	-	-
40.	Fee and commission expenses	(165)	(145)
	Net fee and commission income	**(165)**	**(145)**
	Net interest and other banking income	**(165)**	**(139)**
110.	Administrative expenses:	(92,009)	(48,778)
	a) personnel expenses	*(23,892)*	*(21,841)*
	b) other administrative expenses	*(68,117)*	*(26,937)*
160.	Other operating income and expenses	91,909	50,049
	Result from operations	**(265)**	**1,132**
	Income (loss) before tax from operations	**(265)**	**1,132**
190.	Taxes on income from operations	(96)	(1,075)
	Net income (loss) after tax from operations	**(361)**	**57**
	Net income (loss) for the period	**(361)**	**57**

4) STATEMENT OF COMPREHENSIVE INCOME

	Item	31.12.2015	31.12.2014
10.	**Net income (loss) for the period**	**(361)**	**57**
	Other comprehensive income after tax without reversal to the income statement	**-**	**-**
20.	Tangible assets		
30.	Intangible assets		
40.	Defined benefit plans		
50.	Non-current assets held for sale		
60.	Share of valuation reserves related to investments carried at equity		
	Other comprehensive income after tax with reversal to the income statement	**-**	**-**
70.	Foreign investment hedges		
80.	Currency differences		
90.	Cash flow hedges		
100.	Financial assets available for sale		
110.	Non-current assets held for sale		
120.	Share of valuation reserves related to investments carried at equity		
130.	**Total other income after tax**	**-**	**-**
140.	**Comprehensive income (Items 10 + 130)**	**(361)**	**57**

5) STATEMENT OF CHANGES IN QUOTAHOLDERS' EQUITY AS AT 31 DECEMBER 2015

	Balance as at 31.12.14	Changes in opening balances	Balance as at 01.01.15	Allocation of prior year net income		Changes of the year						Comprehensive income 2015	Quotaholders' equity as at 31.12.2015
							Operations on quotaholders' equity						
				Reserves	Dividends and other allocations	Changes in reserves	Issue of new quotas	Repurchase own quotas	Distribution of extraordinary dividends	Changes in equity instruments	Other changes		
Quota Capital	12,000		12,000										**12,000**
Quota premium reserve													
Reserves:	31,460		31,460	57									**31,517**
a) retained earnings	28,322		28,322	57									**28,379**
b) other	3,138		3,138										**3,138**
Valuation reserves													
Equity instruments													
Treasury shares													
Net income (loss) for the period	57		57	(57)								(361)	**(361)**
Quotaholders' equity	**43,517**		**43,517**	**-**								**(361)**	**43,156**

5) STATEMENT OF CHANGES IN QUOTAHOLDERS' EQUITY AS AT 31 DECEMBER 2014

	Balance as at 31.12.13	Changes in opening balances	Balance as at 01.01.14	Allocation of prior year net income		Changes of the year						Comprehensive income 2014	Quotaholders' equity as at 31.12.2014
							Operations on quotaholders' equity						
				Reserves	**Dividends and other allocations**	**Changes in reserves**	**Issue of new quotas**	**Repurchase of own quotas**	**Distribution of extraordinary dividends**	**Changes in equity instruments**	**Other changes**		
Quota Capital	12,000		12,000										**12,000**
Quota premium reserve													
Reserves:	26,728		26,728	4,732									**31,460**
a) retained earnings	23,590		23,590	4,732									**28,322**
b) other	3,138		3,138										**3,138**
Valuation reserves													
Equity instruments													
Treasury shares													
Net income (loss) for the period	4,732		4,732	(4,732)								57	**57**
Quotaholders' equity	**43,460**		**43,460**	**-**								**57**	**43,517**

6) STATEMENT OF CASH FLOW

A. OPERATING ACTIVITIES	31.12.2015	31.12.2014
1. Cash flow from operations	**(458)**	**(7,344)**
interest income received (+)		6
interest expenses paid (-)		
dividends and similar income (+)		
net fee and commission income (+/-)	(165)	(145)
personnel expenses (-)	(23,006)	(22,655)
other expenses (-)	(78,873)	(30,463)
other revenues (+)	101,682	46,988
taxes (-)	(96)	(1,075)
expenses/revenue on non-current assets or disposal groups held for sale, net of taxes (+/-)		
2. Cash flow from/used in financial assets	**(49,315)**	**(46,348)**
financial assets held for trading		
financial assets designated at fair value		
financial assets available for sale		
due from banks		
due from financial institutions		
due from customers		
other assets	(49,315)	(46,348)
3. Cash flow from/used in financial liabilities	**49,508**	**53,451**
due to banks		
due to financial institutions		
due to customers		
debt securities issued		
financial liabilities held for trading		
financial liabilities designated at fair value		
other liabilities	49,508	53,451
Net cash flow from/used in operating activities	**(265)**	**(241)**
B. INVESTING ACTIVITIES		
1. Cash flow from		
sales of equity investments		
dividends collected on equity investments		
sales/repayment of financial assets held to maturity		
sales of tangible assets		
sales of intangible assets		
sales of business units		
2. Cash flow used in		
purchase of equity investments		
purchase of financial assets held to maturity		
purchase of tangible assets		
purchase of intangible assets		
purchase of business units		
Net cash flow from/used in investing activities		
C. FINANCING ACTIVITIES		
issue/purchase of own quotas		
issue/purchase of capital instruments		
dividends distribution and other allocations		
Net cash flow from/used in financing activities		
NET CASH FLOW FROM/USED IN ACTIVITIES DURING THE YEAR	**(265)**	**(241)**

RECONCILIATION

Items	31.12.2015	31.12.2014
Cash and cash equivalents at the beginning of the year	11,952	12,193
Net cash flow from/used in activities during the year	(265)	(241)
Cash and cash equivalents at the end of the year	**11,687**	**11,952**

7) NOTES TO THE FINANCIAL STATEMENTS

PART A – ACCOUNTING POLICIES

A.1 General section

Section 1 – Statement of compliance with the international accounting standards

In compliance with Art. 4, paragraph 1, Italian Legislative Decree 38/2005, as an issuer of financial instruments admitted to trading on regulated markets, the Company prepares its financial statements according to international accounting standards as at 31 December 2015 issued by the International Accounting Standards Board (IASB) and related interpretations of the International Financial Reporting Interpretations Committee (IFRIC), approved by the European Commission and introduced to Italian law by the aforementioned Italian Legislative Decree 38/2005. The IAS/IFRS standards and related interpretations (SIC/IFRIC) applied were those approved by the European Union and in force at the time of preparation of these financial statements.

Section 2 – General preparation principles

These Financial Statements were prepared in application of international accounting standards issued by the International Accounting Standards Board (IASB) and related interpretations issued by IFRIC, all endorsed by the European Union, and in accordance with Bank of Italy Instructions of 15 December 2015 on the formats and rules for preparing financial statements by financial intermediaries pursuant to the standards. The adoption of these formats derives from application of the Bank of Italy Instructions of 12 February 2007, which envisage financial intermediaries' mandatory compliance with the "Instructions for the preparation of financial statements and reports for financial intermediaries, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" provided in the Bank of Italy Circular of 15 December 2015.

The Financial Statements comprise the Statement of Financial Position, Income Statement, Statement of Comprehensive Income, Cash Flow Statement, Statement of Changes in Quotaholders' Equity and Notes to the Financial Statements, accompanied by the Report on Operations and Position of the Company.

In line with the terms of Law 130/99, the loans relating to each securitisation constitute assets completely segregated from those of the Company and from those relating to other transactions.

In order to provide complete information, it should be mentioned that, according to international accounting standards, the treatment of financial assets and/or groups of financial assets and financial liabilities arising from securitisations is still under consideration by the accounting standards interpretation committees.

In addition to figures for the year in question, the statements also provide corresponding comparison data as at 31 December 2014. In compliance with art. 5, Italian Legislative Decree no. 38 of 28 February 2005 and IAS 1/46, the financial statements use Euro as the functional currency. Unless indicated otherwise, all amounts are in Euro.

The financial statements were prepared on going concern assumptions, in accordance with the accrual basis of accounting, in compliance with the principle of data materiality and significance, the principle of substance over form and with a view to consistency with future reports. Each material class of similar items is presented separately in the financial statements. Items of a dissimilar nature or function are presented separately unless immaterial. Assets, liabilities, income and expenses are not offset unless required or permitted by a Standard or an Interpretation.

The financial statements are subject to audit by Reconta Ernst & Young S.p.A. for the nine-year period 2010-2018.

Securitisations

As at 31 December 2015, there are three outstanding securitisation transactions performed in accordance with Italian Law no. 130/1999. The presentation of securitisation accounts complies with the aforementioned "Instructions for the preparation of financial statements for financial intermediaries, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)" issued by the

Bank of Italy on 15 December 2015. In particular, the Bank of Italy requires that Part D, “Other information” in the notes to the financial statements provides at least the following information: total amount of loans acquired (nominal and disposal value) and total amount of notes issued, with a breakdown by class of notes and related level of subordination.
The provision requiring that all information, even where not specifically requested, is included to provide a full picture of the situation remains implicit, whilst information which by its nature or excessive content reduces the clarity and immediate understanding of the information documented should be omitted. For each securitisation a special section (“F") should be included, illustrating at least the related qualitative and quantitative information.

Information on the securitisations is provided in Section F of the Notes to the Financial Statements and does not form part of the actual Financial Statements. With reference to this type of transaction, Bank of Italy instructions specifically state that:
- the accounting information relating to each securitisation should be provided separately in the Notes;
- the information must contain all the qualitative and quantitative data required for a clear and complete representation of each securitisation.

Section 3 – Subsequent events after the date of the financial statements

The Sole Director examined the Financial Statements and, in accordance with IAS 10, authorised their disclosure on 5 February 2016. A copy of these Financial Statements will be disclosed to the Board of Statutory Auditors and to the Independent Auditors pursuant to art. 2429 of the Italian Civil Code for the preparation of their respective reports. For events after the end of the financial year, reference should be made to the details provided in the Report on Operations.

Section 4 – Other aspects

The Company has not prepared consolidated financial statements, as envisaged in paragraph 10 of IAS 27, as it does not have any controlling investments.

A.2 – Information on the main aggregates of the Financial Statements

The main accounting standards adopted for preparation of the Financial Statements as at 31 December 2015, with reference to items of the Statement of Financial Position and Income Statement only, are described below. The recognition, classification, measurement, income item identification and elimination criteria are indicated for each item.

ASSETS

Receivables

Recognition and classification criteria
Initial recognition of a loan occurs as at the date of disbursement, or the date of purchase if in reference to a debt security. Initial recognition is at fair value, normally corresponding with the total disbursed or price paid. This item includes amounts due from customers and due from banks, regardless of their contractual conditions, and also includes business loans.

Measurement criteria
After initial recognition, receivables are measured at amortised cost, equal to the initial recognition value less/plus capital repayments, write-downs/reversals and amortisation - calculated using the effective interest rate method – of the difference between the amount disbursed and that redeemable on maturity, normally attributed to cost/income items assigned directly to each receivable. The amortised cost method is not used for receivables for which the short-term residual life renders the effect of time-discounting negligible. These receivables are measured at historic cost and the related costs/income are recognised to the income statement on a line-by-line basis throughout the contractual life of the loan or receivable. A similar measurement criterion is adopted for receivables without a finite life or cancelled loans. At each annual or interim reporting date, receivables impairment testing is performed if there have been signs of any post-recognition impairment, to confirm any impairment loss. Such impaired receivables are subjected to analytical measurement. The amount of the impairment is recognised to the income statement. The original value of the receivables is re-recognised in subsequent years to the extent that they may be objectively associated with an event occurring after write-down. The amount of the reversal is recognised to the Income Statement, and cannot in any event exceed the amortised cost that would have been recorded for the receivable had no write-down been made. Receivables for which no objective evidence of impairment has been found, i.e. performing loans, are measured collectively. This measurement is performed on receivables classes that are similar in terms of credit risk and the related loss percentages are estimated by taking into consideration time series that offer an estimation of the loss value latent in each receivables class. Collective impairment amounts are recognised

to the income statement. On each annual or interim reporting date any additional write-downs or reversals are recalculated on a differential basis with reference to the entire performing portfolio as at that date.

Elimination criteria
Loans and receivables are cancelled when the assets in question are transferred, essentially transferring all related risks and benefits, when contractual rights expire or when the loan or receivable is considered permanently non-collectible.

Tax assets and liabilities

Recognition and classification criteria
Taxes are recognised at the time the various types of withholdings and taxes can be ascertained. This item includes current and deferred tax assets and current and deferred tax liabilities, respectively. Current tax assets and liabilities in the statement of financial position are shown as net balances, as they will be settled based on the net balance, due to the legal right of offsetting.

Measurement criteria
Current tax assets are recognised at the nominal value of the tax prepayments made and tax withholdings applied. Current tax liabilities are recognised at nominal value based on withholdings applied, whilst income tax allocations are calculated on a prudential forecast of the current and deferred tax charges in accordance with current tax regulations. Income taxes are recognised to the income statement except for those relating to items credited or debited directly to quotaholders' equity.
Deferred tax assets are calculated on the temporary differences, without time limits, between the book values and tax values of each asset or liability.
Deferred tax assets are recognised to the financial statements if their recovery, assessed on the basis of the Company's capacity to generate taxable income as a going concern in future years, is probable. Deferred tax liabilities are recognised to the financial statements regardless of the current or prospective tax loss position.
Assets and liabilities recognised for deferred taxes are systematically measured to take into account any changes in the tax regulations or tax rates.

Elimination criteria
Current taxes (assets and liabilities) are eliminated when the various taxes levied as substitute taxes are paid by the legal deadline. Deferred taxes are eliminated when their recovery can no longer be expected.

Other assets

This item includes assets not recognisable to other asset items in the statement of financial position. Specifically, it includes the mortgages purchased in the "Residential 2007" and "Residential 2008" securitisations after winding-up and includes securitisation receivables for the chargeback of costs recognised by the segregated assets as payable to the Company for normal business operations.

LIABILITIES AND QUOTAHOLDERS' EQUITY

Other liabilities

This item includes liabilities not recognisable to other liability items in the statement of financial position. It includes amounts due to suppliers and to the Originators for the "Residential 2007", "Residential 2008", "Residential March 2009" and "Residential and Commercial July 2009" securitisations as liquidity respectively charged back to each in relation to withholdings on current account interest income from the securitisations.

EXPENSES AND REVENUES

For expenses and revenues the accrual principle is adopted.
Given the exclusive nature of the Company's business operations, operating costs incurred are charged to the segregated assets to the extent necessary to guarantee the Company's economic and financial balance, as also contractually envisaged. This amount is classified under "Other operating income and expenses".

A.3 – Information on transfers of financial assets among portfolios

With regard to information required under IFRS 7, note that no reclassification of financial assets among the various portfolios was performed.

A.4 – Information on fair value

The application of the new standard IFRS 13, "Fair value measurement", is now mandatory. The standard establishes a single reference framework for the calculation of fair value, replacing the rules contained in the various accounting standards and providing a complete guide on how to measure the fair value of assets and liabilities, financial or otherwise.

QUALITATIVE INFORMATION

No assets or liabilities measured at fair value are presented in the financial statements."Receivables" refer to the balance on the bank current account as at 31 December 2015, the book value of which is a reasonable approximation of their fair value, conventionally classified as Level 2 in the fair value hierarchy.

QUANTITATIVE INFORMATION

A.4.5.4 Assets and liabilities not measured at fair value, or measured at fair value on a non-recurring basis: distribution by fair value hierarchy

Assets/Liabilities not measured at fair value, or measured at fair value on a non-recurring basis	**31.12.2015**				**31.12.2014**			
	BV	L1	L2	L3	BV	L1	L2	L3
1. Financial assets held to maturity								
2. Receivables	11,687		11,687		11,952		11,952	
3. Tangible assets held for investment purposes								
4. Non-current assets or disposal groups held for sale								
Total	**11,687**		**11,687**		**11,952**		**11,952**	
1. Payables								
2. Debt securities issued								
3. Liabilities associated with assets held for sale								
Total								

A.5 – Information on "day one profit/loss"

As the Company has made no use of financial instruments during 2015 as part of its ordinary operations, there is no information on Day One Profit/Loss to report.

PART B – INFORMATION ON STATEMENT OF FINANCIAL POSITION

ASSETS

Section 6 – Receivables – Item 60

6.1 Due from banks

Composition	31.12.2015				31.12.2014			
	Book value	Fair value			Book value	Fair value		
		L1	L2	L3		L1	L2	L3
1. Deposits and current accounts	11,687		11,687		11,952		11,952	
2. Loans								
2.1 Repurchase agreements								
2.2 Finance leases								
2.3 Factoring								
- with recourse								
- without recourse								
2.4 Other loans								
3. Debt securities								
- structured securities								
- other debt securities								
4. Other assets								
Total	**11,687**		**11,687**		**11,952**		**11,952**	

L1 = Level 1 L2 = Level 2 L3 = Level 3

Amounts due from banks totalled Euro 11,687 and refer to the current account with Deutsche Bank S.p.A. in which the quota capital is held. The book value is a reasonable approximation of the item's fair value, which is conventionally classified as level 2 in the fair value hierarchy.

Section 12 – Tax assets and liabilities

12.1 Composition of Item 120 "Tax assets: current and deferred

	31.12.2015	31.12.2014
Current tax assets		
IRES receivables	55,283	55,324
IRAP receivables	2,154	2,154
Total	**57,437**	**57,478**

IRES receivables include the advances paid to the tax authority for withholdings on interest income accrued on current accounts that the Company has recognised, following the winding-up of two securitisation transactions in 2011 and 2013, respectively, and for which the Company chose to offset in the relative tax declaration. IRAP receivables are represented by IRAP to be retained.

Section 14 – Other assets – Item 140

14.1 Composition of Item 140 "Other assets"

	31.12.2015	31.12.2014
Tax receivables for bank interest withholdings	2,472,668	2,472,668
Tax receivables for interest on tax credits	185,457	136,004
Securitisation receivables for maintenance expense	43,867	53,735
Total	**2,701,992**	**2,662,407**

Item "Tax receivables on bank interest withholdings" represents the tax receivable on withholdings of interest income accrued on current accounts opened by the Company after the winding-up in 2010 of the two securitisations

completed in December 2007 and December 2008. The amount of the withholdings was requested as a reimbursement in the 2011 tax declaration for the 2010 tax year.

These values have a balancing entry under “Other liabilities” as, after collection, they will be paid to the banks, now only Banco Popolare, that transferred the loans for each transaction (see Section 9 - Other liabilities).

Item “Securitisation receivables for maintenance expense” includes the amount receivable from the segregated assets as chargebacks required to maintain Company business operations.

LIABILITIES AND QUOTAHOLDERS’ EQUITY

Section 9 – Other liabilities – Item 90

9.1 Composition of Item 90 “Other liabilities”

	31.12.2015	31.12.2014
Due to suppliers for invoices to be received or paid	33,353	43,221
Other payables	2,694,552	2,645,099
Total	**2,727,905**	**2,688,320**

Amounts “Due to suppliers for invoices to be received or paid” are represented by provisions allocated as at 31 December 2015 for costs for the period or for which the invoices were received after the closing date of the economic and financial position.

“Other payables” amounting to Euro 2,546,191 represent the amount due from the Company to the Originators, now only Banco Popolare, for the securitisations wound up in 2010, 2011 and 2013, which the Company must pay on collection of the tax receivables for withholdings.

On this debt an amount of Euro 49,453 was recognised as interest accrued for the period, payable to the Originators (now only Banco Popolare) after collection.

Section 12 – Equity – Items 120 and 160

12.1 Composition of Item 120 “Capital”

Type	31.12.2015
1. Capital	12,000
1.1 Ordinary shares/investments	
1.2 Other shares (quotas)	12,000

The capital is made up of a single, fully paid-up quota of the Company.

12.5 Composition and changes in Item 160 "Reserves"

	Legal	Retained earnings/losses	Other Reserves Reserve for capital account payments	Other reserves First Time Adoption IAS/IFRS	**Total as at 31.12.2015**
A. Opening balance	**2,400**	**25,922**	**4,602**	**(1,464)**	**31,460**
B. Increases	**-**	**57**	**-**	**-**	**57**
B.1 Profit allocation		57			57
B.2 Other changes					
C. Decreases	**-**	**-**	**-**	**-**	-
C.1 Uses					
- coverage of losses					
- distribution					
- transfer to capital					
C.2 Other changes					
D. Closing balance	**2,400**	**25,979**	**4,602**	**(1,464)**	**31,517**

Other Reserves includes the FTA reserve - calculated according to the application of IAS/IFRS to intangible assets - and totals Euro (1,464).

Pursuant to Art. 2427 - 7 bis of the Italian Civil Code, the Quotaholders' equity items are summarised below, broken down according to their source and with an indication of use and distribution possibilities and their actual use in the past three years.

Nature/description	31.12.2015	Possibility of use	Available portion	Uses in the last three years	
				Coverage of losses	Other uses
Capital	**12,000**				
Capital reserves	**4,602**				
Reserve for capital account payments	4,602	B			
Profit reserves	**28,379**				
Legal reserve	2,400	B	-		
Other profit reserves	-				
- Retained earnings	25,979	A, B, C	25,979		
Other reserves	**(1,464)**				
TOTAL	**43,517**		**25,979**		
Restricted portion			1,464		
Unrestricted portion			24,515		

Key: A – for capital increases, B – for loss coverage, C – for distribution to quotaholders

PART C – INFORMATION ON INCOME STATEMENT

Section 1 – Interest – Items 10 and 20

1.1 Composition of Item 10 “Interest and similar income”

Items	Debt securities	Loans	Impaired assets	Other assets	**31.12.2015**	**31.12.2014**
1. Financial assets held for trading						
2. Financial assets designated at fair value						
3. Financial assets available for sale						
4. Financial assets held to maturity						
5. Receivables						
5.1 Due from banks				-	-	6
5.2 Due from financial institutions						
5.3 Due from customers						
6. Other assets				49,453	49,453	49,453
7. Hedging derivatives						
Total				**49,453**	**49,453**	**49,459**

1.2 Interest and similar income: other information

Interest and similar income amounting to Euro 49,453 refers to interest accrued on withholding tax credits accrued during the year for which reimbursement has been claimed (see Section 14 - Other assets - Item 140). These amounts match those found under “Interest and similar expense” given that, once collected, they are to be paid to the Originators, now only Banco Popolare, of securitisations wound up.

1.3 Composition of Item 20 “Interest and similar expense”

Items	Loans	Notes	Other	**31.12.2015**	**31.12.2014**
1. Due to banks					
2. Due to financial institutions					
3. Due to customers					
4. Debt securities issued					
5. Financial liabilities held for trading					
6. Financial liabilities designated at fair value					
7. Other liabilities			49,453	**49,453**	**49,453**
8. Hedging derivatives					
Total			**49,453**	**49,453**	**49,453**

Section 2 – Commissions – Item 40

2.2 Composition of Item 40 “Fee and commission expenses”

Details/Segment	**31.12.2015**	**31.12.2014**
1. guarantees received		
2. distribution of third party services		
3. collection and payment services		
4. other commissions	165	145
Total	**165**	**145**

Fee and commission expense refers to bank charges on current accounts held with Deutsche Bank S.p.A.

Section 9 – Administrative expense – Item 110

9.1 Composition of Item 110.a “Personnel expenses”

Item/Segment	**31.12.2015**	**31.12.2014**
1. Employed staff		
a) salaries and wages		
b) social security contributions		

c) employee termination indemnities d) social security costs e) provision to employee termination indemnities f) provision to pension fund and similar obligations: - defined contribution plans - defined benefit plans g) payments to external complementary social security funds: - defined contribution plans - defined benefit plans h) other expenses		
2. Other personnel employed		
3. Directors and Auditors	23,892	21,841
4. Retired personnel		
5. Recovery of expenses for employees seconded to other companies		
6. Reimbursement of expenses for employees seconded to the company		
Total	**23,892**	**21,841**

Item “Directors and Auditors” includes the Sole Director remuneration of Euro 15,010 and the amount of Euro 8,882 provisioned as Board of Statutory Auditors remuneration.

9.2 Average number of employees by category

The Company has no employees.

9.3 Composition of item 110.b "Other administrative expenses”

Description	31.12.2015	31.12.2014
1) Professional service expenses		
- Auditing expenses	63,826	22,592
- Other indirect taxes	410	410
2) Corporate expenses	3,881	3,935
Total	**68,117**	**26,937**

Section 14 – Other operating income and expenses – Item 160

14.1 Composition of item 160 “Other operating income and expenses”

Item	31.12.2015	31.12.2014
Recovery of maintenance expense in favour of the issuer	91,909	49,565
Contingent assets	-	1,372
Contingent liabilities	-	(888)
Total	**91,909**	**50,049**

“Other operating income” refers to the chargeback of costs incurred by the Company and recognised from the Segregated Assets as payable for normal business operations.

Section 17 – Taxes on income from operations – Item 190

17.1 Composition of Item 190 “Taxes on income from operations”

Component/Amounts	31.12.2015	31.12.2014
1. Current taxes	96	1,099
2. Changes in current taxes for previous years		(24)
3. Decreases in current taxes for the year		
4. 3.bis Decreases in current taxes for the year due to tax credits pursuant to Italian Law 214/2011 Change in deferred tax assets		

5. Change in deferred tax liabilities		
Income taxes for the year	**96**	**1,075**

Taxes refer to the IRES allocation for year 2015 (ordinary tax rate 27.50%) of Euro 96. There was no allocation for IRAP in year 2015.

17.2 Reconciliation between theoretical tax charge and actual tax charge booked

Item	Taxable amount	IRES
Profit before tax	**(265)**	
Theoretical tax charge (ordinary rate 27.50%)		**(73)**
permanent increases	1,978	544
temporary increases		
permanent decreases	1,365	(375)
temporary decreases		
Taxable amount for IRES		
Actual tax charge for IRES		**96**
	Taxable amount	**IRAP**
Economic result relevant for IRAP purposes	**(61,471)**	
Actual tax charge for IRAP (ordinary rate 5.57%)		**(3,424)**
permanent increases	63,193	3,520
temporary increases		
permanent decreases		
temporary decreases		
IRAP deductions	1,722	(96)
Taxable amount for IRAP	-	-
Actual tax charge for IRAP	-	**-**

PART D – OTHER INFORMATION

Section 1 – Specific business activities

F. SECURITISATION OF LOANS

Structure, format and measurement criteria adopted in preparing the summary statement of assets securitised and notes issued

The structure and format of the summary statement are in line with those envisaged for Financial Intermediaries, in compliance with provisions of the “Instructions for the preparation of financial statements for financial intermediaries, payment institutes, electronic money institutions (IMEL), asset management companies (SGR) and securities trading companies (SIM)” issued by the Bank of Italy on 15 December 2015. The aforementioned Bank of Italy Instructions include guidance for securitisation SPVs on information that must be provided in the Notes to the Financial Statements to represent the securitisations implemented.
All items indicated correspond to values taken from accounting records and the IT system of the Servicers.

Valuation criteria

The valuation criteria adopted for the more significant items are described below.

A. Securitised assets - Loans
Based on information received from the Originators in their role as Servicers and on the measurement procedures adopted, the loans, initially recognised at their disposal value, are subsequently assessed at their estimated realisable value and are all backed by mortgages on property available to the borrower. Any impairment is recognised as a write-down of the acquisition cost of the loans and is determined analytically with reference to the solvency and objective impairment of the positions of each borrower. Default interest receivables are conservatively recorded as at the time of collection. Any write-downs are not retained when the reason for the write-down no longer applies, giving rise to reversal of part of the receivable recovered or measured in excess of the previous estimated realisable value. The calculation of accruals and deferrals is performed according to the accrual principle, to define the effective amount of expenses and revenues for the year.

B. Use of cash and cash equivalents
Amounts due from banks are recognised at their nominal value which corresponds to their estimated realisable value, including any accruing interest.

C. Notes issued
Notes issued and still outstanding are recognised at their respective nominal issue value.

D. Subordinated loans
The subordinated loans are recognised at their nominal value.

E. Other liabilities
Liabilities forming this item are recognised at their nominal value. The calculation of accruals and deferrals is performed according to the accrual principle, to define the effective amount of expenses and revenues for the year.

Costs and revenues
Costs and revenues are recognised on an accruals basis, including the recognition of accruals and deferrals as appropriate. Where technically due, accruals and deferrals directly adjust their related asset or liability items. There are no derivatives.

Tax treatment

Circular 8/E of 6 February 2003 issued by the Italian Revenue Agency defined the tax treatment of the segregated assets of companies incorporated for securitisation and repeated that the economic results deriving from management of the securitised assets, during execution of the transactions in question, do not qualify as cash and cash equivalents of the SPV. Essentially the restriction on the destination of "segregated" assets excludes the possession of taxable income. It is understood that any operating result from the securitised portfolio which remains once all creditors of the segregated assets - for which the SPV is recipient - have been paid, must be taxed from the moment it enters into the possession of the beneficiary, therefore on expiry of each securitisation.
By Resolution no. 77 of 4 August 2010, the Italian Revenue Agency clarified the tax treatment of withholdings on interest paid to current accounts of the securitisation SPV. These withholding taxes can be deducted in the tax year in which the securitisation was concluded.

F.1) Summary statement of securitised assets and notes issued
BPL Mortgages 5 securitisation

RESIDENTIAL DECEMBER 2012

	Situation as at 31/12/2015	Situation as at 31/12/2014	Change during the year
A. Securitised assets	**2,736,587,873**	**3,044,982,958**	**-308,395,085**
A.1) Mortgages	2,701,039,610	3,026,552,923	-325,513,313
A.2) Securities	-	-	-
A.3) Other (bad loans)	35,548,263	18,430,035	17,118,228
B. Use of cash and cash equivalents from securitised assets	**162,261,542**	**147,249,901**	**15,011,641**
B.1) Debt securities	-	-	-
B.2) Capital instruments	-	-	-
B.3) Liquidity	161,946,586	146,756,884	15,189,702
B.4) Repurchase agreements	-	-	-
B.5) Other loans and receivables	314,956	493,017	-178,061
C. Notes issued	**2,650,497,040**	**2,994,151,240**	**-343,654,200**
C.1 Class A notes	1,502,042,040	1,845,696,240	-343,654,200
C.2 Class B notes	1,148,455,000	1,148,455,000	-
C.3 Class C notes	-	-	-
C.4 Class D notes	-	-	-
D. Subordinated loans	**60,000,000**	**60,000,000**	**-**
D.1) Securities lending	-	-	-
D.2) Subordinated loans	60,000,000	60,000,000	-
E. Other liabilities	**188,352,375**	**138,081,619**	**50,270,756**
E.1) Payable to the Company	11,536	20,736	-9,200
E.2) Other payables	187,872,619	137,069,129	50,803,490
E.3) Accrued expenses	468,220	991,754	-523,534
F. Interest expense payable on notes issued	**54,052,087**	**66,462,055**	**-12,409,968**
G. Commissions and fees related to the transaction	**589,739**	**515,461**	**74,278**
G.1) for the Servicing	490,245	429,489	60,756
G.2) for other services	99,494	85,972	13,522
G.2a) Placement and Rating Commissions on Notes issued	854	1,220	-366
G.2b) Bank commissions	314	319	-5
G.2c) Cash Manager	-	-	-
G.2d) Issuer	30,643	18,527	12,116
G.2e) Paying Agent, RoN and others	67,683	65,906	1,777
G.2f) Loss margins on swaps	-	-	-
H. Other expenses	**12,347,033**	**13,087,292**	**-740,259**
H.1) Legal, professional and administrative expenses	79,025	33,808	45,217
H.2) Losses on loans	11,173,124	11,881,052	-707,928
H.3) Non-deductible VAT	-	-	-
H.4) Interest expense on loans	1,090,006	1,168,092	-78,086
H.5) Contingent liabilities	4,878	4,340	538
I. Interest generated by securitised assets	**64,775,810**	**78,750,193**	**-13,974,383**
L. Other revenues	**2,213,049**	**1,314,615**	**898,434**
L.1) Interest income	912	128,837	-127,925
L.2) Commission income	722,259	747,859	-25,600
L.3) Profit margins on swaps	-	-	-
L.4) Write-backs on loans	1,448,176	420,653	1,027,523
L.5) Contingent assets	41,702	17,266	24,436

QUALITATIVE INFORMATION

The positive difference between revenues and costs for the year, amounting to Euro 49,722,698, is the result of the

securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2015 totalled Euro 178,198,394, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the order established in the "Intercreditor Agreement".

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve deposited with Banco Popolare, for a total of Euro 63,999,998.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 313,711 and other receivables of Euro 1,245.

In addition to the Additional Return accrued as at 31 December 2015 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the notes, necessary to fund the purchase of assets and still payable to the Originators, now only Banco Popolare, for a total of Euro 6,081,524. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 3,356,630.

Item E.3) is represented by accrued interest expense on notes issued for Euro 468,220.

F.2) Description and performance of the securitisation

Securitisation status	The securitisation envisages the transfer of an initial portfolio and an additional portfolio. Specifically, on 17 November 2012, the Company purchased without recourse an initial portfolio of loans disbursed as residential mortgages. The related transfer agreement was signed on 7 December 2012, effective from the date of signing and with coupons maturing from the assessment date of 19 November 2012 (included). Subsequently, on 21 December 2012, limited recourse asset-backed securities (ABS) were issued with a "Partly Paid" structure, used to finance the purchase of the loans. On 9 March 2013, the Company purchased an additional portfolio of residential mortgages. The related transfer agreement was signed on 14 March 2013, effective from the date of signing and with coupons maturing from the assessment date of 11 March 2013 (included). On 28 March 2013, the amount of the notes subscribed by the Originators was increased.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Loans transferred	The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from residential land loans and residential mortgages backed by voluntary first mortgages on residential property or by mortgage agreements signed pursuant to real estate financing regulations under art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993 (the Consolidated Banking Act).

Characteristics of the loans transferred

The loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expense, other non-life repayments, etc.), effective from and including 19 November 2012, deriving from mortgage agreements or mortgages stipulated pursuant to real estate financing regulations under article 38 et seq. of the Consolidated Banking Act ("Mortgages"), which as at that date had the following characteristics:

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split) are persons or entities which (i) in compliance with classification criteria adopted by the Bank of Italy in Circular no. 140 of

11 February 1991 (as later amended), are included in one of the following income categories: no. 600 (consumer households), no. 614 (craftsmen) or no. 615 (family businesses) and (ii) resident (if natural persons) or with registered office (if businesses) in Italy;

- fully disbursed loans, for which there is no obligation and no option for further disbursements;
- mortgages denominated in Euro;
- mortgages for which the ratio between (i) the outstanding capital on the mortgage as at the Assessment Date and (ii) the estimated value of the property close to the Date of Transfer, is equal to or lower than 130%. For the purpose of this criterion, "estimated value of the property" refers to the estimated value calculated on the basis of technical and economic benchmarks, used by the lending bank in the property value monitoring process. In order to assess compliance of a mortgage with this criterion, if such information is not already known, each borrower can be made aware of the estimated value of the related property by contacting the branch to which the mortgage repayments are made;
- mortgages deriving from mortgage agreements governed by Italian law;
- if mortgages granted to persons or entities that, in compliance with classification criteria adopted by the Bank of Italy in Circular no. 140 of 11 February 1991 (as later amended), are included in one of the following income categories: no. 614 (craftsmen) or no. 615 (family businesses): mortgage-backed loans on residential property located in Italy with residential characteristics, i.e. mainly mortgage-backed properties which at the time of signing of the mortgage qualified in at least one of the following land registry categories: A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-11;
- mortgages with a contractual interest rate in one of the following categories: fixed rate mortgages. "Fixed rate mortgages" are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage; floating rate mortgages (including mortgages for which an interest rate cap is envisaged). "Floating rate mortgages" are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage; "discounted rate" mortgages. "Discounted rate" mortgages envisage a compulsory step established under contract from a fixed rate interest calculation method to a floating rate calculation method, or vice versa;
- "Flexible" mortgages. "Flexible" mortgages allow the borrower the option of changing, once or more during the residual term of the mortgage, the interest calculation method (A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above.
- mortgages: (i) non-land loans for which the related mortgage agreement was signed between 28 June 1996 and 18 May 2012, included; or (ii) stipulated in accordance with land loan regulations pursuant to art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 1 August 1998 and 25 October 2012, included; mortgages on which instalments past due as at 19 October 2012 were paid in full; mortgages with at least one instalment due and paid, except for mortgages identified by the following account numbers which are specifically included: 542943, 570309;
- mortgages on which repayments are monthly, every two months, quarterly, half-yearly or yearly;
- mortgages for which the outstanding capital is equal to or higher than Euro 10,000;
- mortgages for which the outstanding capital is equal to or less than Euro 10,000,000;
- mortgages not granted individually or in joint names to persons who, as at the Assessment Date, were employees of the Originator or of any other company in the Banco Popolare Soc. Coop. Banking Group;
- mortgages not deriving from subsidised mortgages or in any event making use of financial contributions of any kind pursuant to law or special arrangements;
- mortgages not granted to religious organisations;
- mortgages not classed as agricultural loans pursuant to articles 43, 44 and 45 of Italian Legislative Decree no. 385 of 1 September 1993;
- mortgages not granted to public authorities;
- mortgages without one or more instalments, not yet due but fully or partially paid in advance as at the Assessment Date;
- mortgages for which, as at 19 November 2012, the Originator and the related borrower have no agreement in place involving suspended payment of the instalments (either global suspension or on capital repayments only);
- mortgage-backed loans on residential property located in Italy;
- mortgages for which the deadlines for recovery action on the related loans have been reached pursuant to art. 67, Royal Decree no. 267 of 16 March 1942;

Securitisation performance

As at 31 December 2015, the total mortgage portfolio amounted to Euro 2,736,587,873, divided between of performing, unlikely to pay and past due loans (as defined in Bank of Italy's instructions) for Euro 2,701,039,610 net of the related provisions for write-downs, and bad loans for Euro 35,548,263 net of the related provisions for write-

downs. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Total credit portfolio

Originator BANCO POPOLARE	**Value as at 31/12/2015**	**% Portfolio as at 31/12/2015**	**Value as at 31/12/2014**	**% Portfolio as at 31/12/2014**
Performing, unlikely to pay and past due loans	2,701,039,610	98.70%	3,026,552,923	99.39%
Bad loans	35,548,263	1.30%	18,430,035	0.61%
Total credit portfolio	**2,736,587,873**	**100.00%**	**3,044,982,958**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2015, totalled: Euro 10,332,588 provision for write-downs of bad loans, Euro 10,097,910 provision for write-downs of unlikely to pay loans and Euro 1,826,782 provision for write-downs of past due loans.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicer, which include bad loans, unlikely to pay loans and past due loans, net of related provisions for write-downs.

Note that the classification of non-performing loans is provided on the basis of the new non-performing exposure categories introduced from 1 January 2015 following an update to Bank of Italy provisions. In particular, the previous four non-performing loan categories (bad, substandard, past due and restructured) have been replaced by the three new categories "bad", "unlikely to pay" and "past due". For comparison purposes, loans classified as at 31 December 2014 in the categories "substandard" and "restructured", now abrogated, were merged into the new category "unlikely to pay".

Total non-performing loans

Originator BANCO POPOLARE	**Non-performing loans as at 31/12/2015**	**% Non-performing loans as at 31/12/2015**	**Non-performing loans as at 31/12/2014 (*)**	**% Non-performing loans as at 31/12/2014**
Bad loans	35,548,263	23.59%	18,430,035	17.85%
Unlikely to pay loans	100,589,316	66.76%	75,488,025	73.11%
Past due loans	14,533,004	9.65%	9,332,176	9.04%
Total non-performing loans	**150,670,583**	**100.00%**	**103,250,236**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

Note that on the basis of the Servicer Report prepared as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 176 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 25.2 million.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 5 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 5 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

On 23 January 2015, Moody's upgraded the Senior Notes of the BPL Mortgages 5 securitisation from "A2" to "Aa2". The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015.

F.3) Information about the entities involved

Acquirer	BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 30 September 2014.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originator obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Company from all losses, costs, charges, expense and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and Servicing Contract; b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A., now only Banco Popolare. Under the terms of the Servicing Contract signed on 7 December 2012, the Servicers are empowered to act on behalf of the SPV in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A.
Computation Agent	BNP Paribas Securities Services, Milan Branch
Principal Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	Banco Popolare Soc. Coop.
Additional Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	SECURITISATION SERVICES S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back-up Servicer Facilitator	SECURITISATION SERVICES S.p.A.

F.4) Characteristics of the Notes issued

On 21 December 2012 BPL Mortgages S.r.l. issued senior notes (Class A) for 1,701,300,000 Euro and junior notes for 800,618,000 Euro. These were subscribed by the Originators. The Senior Notes were subscribed on that date by Banco Popolare Soc. Coop. for Euro 1,394,500,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for Euro 306,800,000. The Junior Notes were subscribed on that date by Banco Popolare for Euro 656,186,000 and by Credito Bergamasco, now Banco Popolare, for Euro 144,432,000. On the Notes Increase Date of 28 March 2013, the total notes subscribed by the Originators was increased by Euro 739,100,000 for the Senior Notes and Euro 347,837,000 for the Junior Notes. The Senior Notes were subscribed on that date by Banco Popolare Soc. Coop. for Euro 627,100,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for Euro 112,000,000. The Junior Notes were subscribed on that date by Banco Popolare for Euro 295,145,000 and by Credito Bergamasco, now Banco Popolare, for Euro 52,692,000. Therefore, , as reported by the Originators, the Senior Notes were subscribed by Banco Popolare for Euro 2,053,500,000 and by Creberg, now Banco Popolare, for Euro 386,900,000. The Junior

notes were subscribed by Banco Popolare for Euro 966,352,000 and by Creberg, now Banco Popolare, for Euro 182,103,000. Following the merger of Credito Bergamasco into Banco Popolare in 2014, both Notes classes were entirely subscribed by Banco Popolare as at 31 December 2015.

The Asset Backed Securities offer limited recourse and a "partly paid" structure. The Senior Notes are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0004883051
	Currency	EURO
	Issue amount	Euro 2,440,400,000
	Rate	Floating
	Benchmark	1M Euribor + 0.30% per year spread
	Coupon	Quarterly
	Legal maturity	31 October 2058
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating	Moody's Investors Services "A2", DBRS "A"
	Ratings as at 31.12.2015	Moody's Investors Services "Aa2", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Junior	ISIN	IT0004883374
	Currency	EURO
	Issue amount	Euro 1,148,455,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	*Additional Return*
	Legal maturity	31 October 2058
	Redemption	Amortisation linked to collection performance of the loans
	Ratings	unrated
	Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided that the Company has sufficient funds to complete the redemption of at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Nominal issue value from Offering Circular (*)	Nominal value issued	Subscribed notes - residual value 31/12/2014	Increases 2015	Redemptions 2015	Residual value 31/12/2015
Class A Senior notes	2,585,300,000	2,440,400,000	1,845,696,240	-	(343,654,200)	1,502,042,040
Class B Junior notes	1,216,618,000	1,148,455,000	1,148,455,000	-		1,148,455,000
Total	**3,801,918,000**	**3,588,855,000**	**2,994,151,240**	**-**	**(343,654,200)**	**2,650,497,040**

(*) Maximum nominal issue amount envisaged in the transaction's Offering Circular.

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the Senior Class notes, repayment of the Subordinated Loan and then the Junior Notes, with the allocation to these of any residual amount.

The payments in relation to the more frequent items are essentially made in the following order:

- tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
- expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
- commissions payable to the Company's agents (Principal Paying Agent, Agent Bank, Computation Agent, Servicers, Corporate Servicer, Administrative Servicer, Interim Account Bank and Transaction Bank);

- interest on Class A notes;
- allocation to the Cash Reserve Account until the target level is reached (Euro 64 million), until the Class A note is fully redeemed;
- capital payments on the Class A notes (until fully repaid);
- amounts due to the Originators in reference to accruals on the mortgages purchased;
- interest and capital payments on the Subordinated Loan in accordance with the contractual terms;
- capital payments on the Junior notes;
- Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages the setting up of a Cash Reserve of Euro 64 million. The Cash Reserve was set up through disbursement on 21 December 2012 by the Originators, now only Banco Popolare, of a subordinated loan for Euro 60,000,000, and the difference from interest collections during the period between the assessment date and the contract signing date.

Interest accrues on the loans at annual rates equal to the 3M Euribor plus 165 bps spread, payable in arrears on each payment date in accordance with the payments waterfall. Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.
The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in April 2013, and repayment will be based on funds available to the Company.
If on the date of settlement (contractually envisaged as the later of (i) the last business day in October 2060; (ii) the date on which the portfolio is zeroed out; and (iii) the date on which all loans payable for any reason are cancelled from the SPV) the capital has not yet been fully repaid, the amount still outstanding will be considered waived.

As at 31 December 2015, the Cash Reserve amounted to Euro 63,999,998 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 3,356,630.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:

“The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules (“Law 130/1999”), by the purchase against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/99, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.
Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with

characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999".

All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**2,505,241,476**
INCREASES	
- Default interest	352,527
- Interest to be collected	7,732,915
- Size Increase	1,088,063,302
DECREASES	
- Write-downs of loans for default interest	352,527
- Decrease in loans	542,675,041
- Decrease for loan loss and write-downs	13,379,694
- Decrease in interest to be received	
SITUATION AS AT 01/01/2015	**3,044,982,958**
INCREASES	
- Default interest and expenses	1,216,520
- Increase in interest to be collected	2,097,641
- Increase in loans	
Total increases	**3,314,162**
DECREASES	
- Write-downs of loans for default interest	1,216,520
- Decrease in interest to be received	
- Decrease in loans	301,030,746
Total decreases	**302,247,266**
SITUATION AS AT 31/12/2015 (gross value)	**2,746,049,854**
Write-downs as at 31/12/15	9,461,980
FINAL SITUATION AS AT 31/12/2015	**2,736,587,873**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicer, which include bad loans, unlikely to pay loans and past due loans, net of related provisions for write-downs. For further details, please refer to section “F.2 - Description and performance of the securitisation”.

Total non-performing loans

Originator BANCO POPOLARE	Non-performing loans as at 31/12/2015	% Non-performing loans as at 31/12/2015	Non-performing loans as at 31/12/2014 (*)	% Non-performing loans as at 31/12/2014
Bad loans	35,548,263	23.59%	18,430,035	17.85%
Unlikely to pay loans	100,589,316	66.76%	75,488,025	73.11%
Past due loans	14,533,004	9.65%	9,332,176	9.04%
Total non-performing loans	**150,670,583**	**100.00%**	**103,250,236**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

On the basis of the Servicer Report prepared as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 176 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to Euro 25.2 million. The servicing contracts stipulated between the SPV and the Originators, now only Banco Popolare, envisage classification rules different to those applied by the Originators on their own loans.

Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2015, taking into consideration the past due amounts (capital and interest) from loans “in arrears” and “delinquent” and the “Total bad loans”. The total for past due loans is based therefore on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

SITUATION AS AT 01/01/2015	**110,446,310**
INCREASES	**74,751,157**
DECREASES	
- Capital collections	
- Interest collections (including default interest)	6,596,259
Total decreases	**6,596,259**
FINAL SITUATION AS AT 31/12/2015	**178,601,208**

F.9) Cash flows

LIQUIDITY AS AT 31/12/2014	**146,756,884**
INCREASES IN LIQUIDITY	
Subordinated loans received	
Repurchase of securitised loans	2,603,275
Capital collections	296,066,862
Interest collections	64,880,709
Fee and commission collections	722,259
Positive spread on IRS	
Increase in notes	
Contingent assets	41,702
Increase in payables	5,190
Decrease in receivables	74,071
TOTAL INCREASES	**364,394,068**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	343,654,200
Interest expense on notes issued and loans	4,922,232
Fee and commission expenses	582,152
Legal, professional and other expenses	40,904
Negative spread on IRS	
Contingent liabilities	4,878
Increases in receivables	
Decreases in payables	
TOTAL USE OF LIQUIDITY	**349,204,366**
LIQUIDITY AS AT 31/12/2015	**161,946,586**

For year 2016, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 173 million while collections of interest are estimated at around Euro 57 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.
Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 63,999,998 as at 31 December 2015.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					
A.1) Mortgages		5,086,832	102,201,215	2,593,751,563	
A.3) Other (bad loans)					35,548,263
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	161,946,586				
B.5) Other loans and receivables	314,513			443	
Total	**162,261,099**	**5,086,832**	**102,201,215**	**2,593,752,006**	**35,548,263**
C. Notes issued					
C.1 Class A notes	97,047,975			1,404,994,165	
C.2 Class B notes				1,148,455,000	
D. Subordinated loans				60,000,000	
E. Other liabilities					
E.1 Payable to the Company	11,536				
E.2 Other payables	236,071			187,636,548	
E.3 Accrued expenses	468,220				
Total	**97,763,702**			**2,801,085,713**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions 31/12/2015	Value as at 31/12/2015	% Portfolio as at 31/12/2015
From 0 to 25,000	6,485	88,778,554	3.29%
From 25,001 to 75,000	9,963	465,119,042	17.22%
From 75,001 to 250,000	13,238	1,715,648,763	63.52%
Over 250,000	1,055	431,493,251	15.97%
Total	**30,741**	**2,701,039,610**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

F.1) Summary statement of securitised assets and notes issued

BPL Mortgages 6 securitisation
SME MARCH 2013

	Situation as at 31/12/2015	Situation as at 31/12/2014	Change during the year
A. Securitised assets	**2,696,705,222**	**3,332,052,168**	**-635,346,946**
A.1) Mortgages	2,582,562,761	3,262,871,904	-680,309,143
A.2) Securities	-	-	-
A.3) Other (bad loans)	114,142,461	69,180,264	44,962,197
B. Use of cash and cash equivalents from securitised assets	**272,837,867**	**313,324,644**	**-40,486,777**
B.1) Debt securities	-	-	-
B.2) Capital instruments	-	-	-
B.3) Liquidity	271,581,884	310,794,832	-39,212,948
B.4) Repurchase agreements	-	-	-
B.5) Other loans and receivables	1,255,983	2,529,812	-1,273,829
C. Notes issued	**2,682,951,397**	**3,399,808,672**	**-716,857,275**
C.1 Class A notes	740,471,397	1,457,328,672	-716,857,275
C.2 Class B notes	1,942,480,000	1,942,480,000	-
C.3 Class C notes	-	-	-
C.4 Class D notes	-	-	-
D. Subordinated loans	**151,000,000**	**151,000,000**	**-**
D.1) Securities lending	-	-	-
D.2) Subordinated loans	151,000,000	151,000,000	-
E. Other liabilities	**135,591,692**	**94,568,140**	**41,023,552**
E.1) Payable to the Company	21,294	20,494	800
E.2) Other payables	135,266,199	93,729,907	41,536,292
E.3) Accrued expenses	304,199	817,739	-513,540
F. Interest expense payable on notes issued	**44,573,379**	**17,198,345**	**27,375,034**
G. Commissions and fees related to the transaction	**1,041,483**	**1,861,543**	**-820,060**
G.1) for the Servicing	937,013	1,775,216	-838,203
G.2) for other services	104,470	86,327	18,143
G.2a) Placement and Rating Commissions on Notes issued	-	-	-
G.2b) Bank commissions	965	402	563
G.2c) Cash Manager	-	-	-
G.2d) Issuer	30,633	18,217	12,416
G.2e) Paying Agent, RoN and others	72,872	67,708	5,164
G.2f) Loss margins on swaps	-	-	-
H. Other expenses	**32,622,651**	**85,815,677**	**-53,193,026**
H.1) Legal, professional and administrative expenses	47,852	35,510	12,342
H.2) Losses on loans	28,667,290	81,622,196	-52,954,906
H.3) Non-deductible VAT	-	-	-
H.4) Interest expense on loans	3,904,912	4,155,839	-250,927
H.5) Contingent liabilities	2,597	2,132	465
I. Interest generated by securitised assets	**68,971,248**	**100,447,884**	**-31,476,636**
L. Other revenues	**9,266,265**	**4,427,681**	**4,838,584**
L.1) Interest income	297	568,496	-568,199
L.2) Commission income	1,990,921	2,317,364	-326,443
L.3) Profit margins on swaps	-	-	-
L.4) Write-backs on loans	7,066,375	1,448,176	5,618,199
L.5) Contingent assets	208,672	93,645	115,027

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The positive difference between revenues and costs for the year, amounting to Euro 37,744,713, is the result of the securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2015 totalled Euro 108,971,227, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the order established in the "Intercreditor Agreement".

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve held with Banco Popolare as securitisation guarantee for a total of Euro 157,493,398.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 1,249,856 and other receivables of Euro 6,127.

In addition to the Additional Return accrued as at 31 December 2015 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the note, necessary to fund the purchase of assets and still due to the Originators, now only Banco Popolare, for a total of Euro 14,774,431. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 11,320,592.

Item E.3) represents accruals of accrued interest expense on notes issued for Euro 304,199.

F.2) Description and performance of the securitisation

Securitisation status

The securitisation was finalised in 2 steps: the first on 16 February 2013 with the purchase without recourse of a portfolio of loans disbursed as land loans, mortgage loans, agricultural loans and unsecured loans disbursed to SMEs. The transfer agreement was signed on 22 February 2013, effective from and including the date of signing and with coupons maturing from and excluding the assessment date of 17 February 2013. Subsequently, on 11 March 2013, limited recourse Asset Backed Securities were issued, used to finance the purchase of the loans.

Originators

Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.

Loans transferred

The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from mortgages or land loans stipulated pursuant to land loan regulations under art. 38 et seq., Italian Legislative Decree of 1 September 1993, or stipulated pursuant to agricultural loan regulations under art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or unsecured loans disbursed to small and medium enterprises (SMEs), i.e. entities conducting business activities, regardless of the legal form, and with separate revenue (or consolidated if a member of a group) of less than Euro 50 million.

Characteristics of the loans transferred

The loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expenses, other non-life repayments, etc.), effective from 17 November 2013 (excluded), deriving from mortgage agreements or mortgages stipulated pursuant to land loan regulations under article 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or unsecured loans which as at 17 February 2013 (included) (or other date specified in the related criterion) have the following characteristics (considered cumulative unless otherwise stated):

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split) are: (a) natural persons (including sole proprietorships) resident in Italy or (b) legal entities (including partnerships) incorporated under Italian law and with registered office in Italy;
- mortgages for which the main borrowers conduct business activities, regardless of their legal form, and which record individual revenue (or consolidated if part of a group) of less than Euro 50 million;

- mortgages for which the main borrowers are included in one of the following income categories, according to the classification criteria of Bank of Italy Circular no. 140 of 11 February 1991, as amended (Instructions for the classification of customers by segment and by group of business activities): no. 166 (support, recreational and cultural service providers), no. 256 (private financial holdings), no. 268 (other financial companies), no. 280 (insurance brokers, agents and advisors), no. 283 (financial advisors), no. 284 (other financial aid providers), no. 430 (production companies), no. 431 (private holdings), no. 450 (non-financial business associations), no. 480 (non-financial trading quasi-corporation - units or companies with 20 or more employees), no. 481 (non-financial trading quasi-corporation - units or companies with more than 5 but less than 20 employees), no. 482 (non-financial trade quasi-corporations - companies with less than 20 employees), no. 490 (other non-financial quasi-corporations - units or companies with 20 or more employees), no. 491 (other non-financial quasi-corporations - units or companies with more than 5 but less than 20 employees), no. 492 (other non-financial quasi-corporations - companies with less than 20 employees), no. 501 (support, charity, education, cultural, trade union, political, sport, recreation and similar institutions/entities), no. 614 (craftsmen), no. 615 (other family businesses). In order to assess compliance of a mortgage with the criterion referred to in this paragraph 4, each borrower can be made aware of his category and whether the related loan has been classified as one stipulated for reasons associated with the exercise of business activities by contacting the branch to which the loan repayments are made;
- fully disbursed loans, for which there is no obligation and no option for further disbursements;
- mortgages denominated in Euro (or disbursed in Italian lire and subsequently redenominated in Euro);
- mortgages deriving from mortgage agreements governed by Italian law;
- mortgages with a contractual interest rate in one of the following categories:
  (a) "Fixed rate mortgages" are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage;
  (b) "Floating rate mortgages" are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage;
  (c) "Discounted rate mortgages" are those on which the interest rate applied is initially at a contractually agreed fixed rate, then from a certain date becomes floating rate benchmarked to a reference index, or vice versa;
  (d) "Flexible" mortgages, i.e. those allowing the borrower the option of changing the interest calculation method, once or more during the residual term of the mortgage,(A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above, and vice versa;
- mortgages:
  (i) mortgages other than those referred to in paragraphs (ii) and (iii), for which the related mortgage agreement was signed between 29 September 1998 and 8 August 2012, included;
  (ii) stipulated in accordance with land loan regulations pursuant to Art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 5 August 1997 and 17 January 2013, included;
  (iii) stipulated in accordance with agricultural loan regulations pursuant to Art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, for which the related mortgage agreement was signed between 19 May 1998 and 30 June 2012, included;
  (iv) unsecured loans for which the related agreement was signed between 31 December 1998 and 30 January 2013, included;
- mortgages:
  (i) on which the first instalment falls due after 17 February 2013; or
  (ii) on which instalments past due as at 18 January 2013 were paid in full;
- mortgages on which repayments are monthly, every two months, quarterly, every four months, half-yearly or yearly;
- mortgages for which the outstanding capital is equal to or higher than Euro 5,000;
- mortgages for which the outstanding capital is equal to or less than Euro 40,000,000;
- with regard to loans other than unsecured loans, mortgage-backed loans on residential property located in Italy.

Securitisation performance

As at 31 December 2015, the total mortgage portfolio amounted to Euro 2,696,705,222, divided between performing, unlikely to pay and past due loans (as defined in Bank of Italy's instructions) for Euro 2,582,562,761 net of the related provisions for write-downs, and bad loans for Euro 114,142,461 net of the related provisions for write-downs. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Total credit portfolio

Originator **BANCO POPOLARE**	Value as at 31/12/2015	% Portfolio as at 31/12/2015	Value as at 31/12/2014	% Portfolio as at 31/12/2014
Performing, unlikely to pay and past due loans	2,582,562,761	95.77%	3,262,871,904	97.92%
Bad loans	114,142,461	4.23%	69,180,264	2.08%
Total credit portfolio	**2,696,705,222**	**100.00%**	**3,332,052,168**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2015, totalled: Euro 26,789,398 provision for write-downs of bad loans, Euro 63,793,613 provision for write-downs of unlikely to pay loans and Euro 3,244,579 provision for write-downs of past due loans.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicer, which include bad loans, unlikely to pay loans and past due loans, net of related provisions for write-downs.

Note that the classification of non-performing loans is provided on the basis of the new non-performing exposure categories introduced from 1 January 2015 following an update to Bank of Italy provisions. In particular, the previous four non-performing loan categories (bad, substandard, past due and restructured) have been replaced by the three new categories “bad”, “unlikely to pay” and “past due”. For comparison purposes, loans classified as at 31 December 2014 in the categories “substandard” and “restructured”, now abrogated, were merged into the new category “unlikely to pay”.

Total non-performing loans

Originator BANCO POPOLARE	Non-performing loans as at 31/12/2015	% Non-performing loans as at 31/12/2015	Non-performing loans as at 31/12/2014 (*)	% Non-performing loans as at 31/12/2014
Bad loans	114,142,461	25.12%	69,180,264	17.83%
Unlikely to pay loans	316,951,723	69.74%	282,696,665	72.88%
Past due loans	23,363,119	5.14%	36,044,529	9.29%
Total non-performing loans	**454,457,303**	**100.00%**	**387,921,458**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

On the basis of the Servicer Report prepared for internal use as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 481.5 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to approximately Euro 90.2 million.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 6 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 6 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

On 23 January 2015, Moody's upgraded the Senior Notes of the BPL Mortgages 6 securitisation from "A2" to "A1". The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015.

F.3) Information about the entities involved

Acquirer	BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 30 September 2014.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originator obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Issuer from all losses, costs, charges, expenses and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and Servicing Contract;

	b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A., now only Banco Popolare. Under the terms of the Servicing Contract signed on 22 February 2013, the Servicers are empowered to act on behalf of the Issuer in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A.
Computation Agent	BNP Paribas Securities Services, Milan Branch
Principal Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	Banco Popolare Soc. Coop.
Additional Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	Securitisation Services S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back-up Servicer Facilitator	Securitisation Services S.p.A.

F.4) Characteristics of the Notes issued

On 11 March 2013 BPL Mortgages S.r.l. issued two limited recourse Asset Backed notes: a class of Senior Notes (Class A) for a total nominal value of Euro 3,307,300,000 and a class of Junior Notes for a total nominal value of Euro 1,942,480,000. On the same date the Originators subscribed the Senior Notes and the Junior Notes according to their respective investments in the assets transferred. Specifically, as reported by the Originators, the Senior Notes were subscribed by Banco Popolare Soc. Coop. for Euro 2,714,400,000 and by Credito Bergamasco S.p.A., now Banco Popolare, for 592,900,000. The Junior Notes were subscribed by Banco Popolare for Euro 1,594,201,000 and by Credito Bergamasco, now Banco Popolare, for Euro 348,278,000. Following the merger of Credito Bergamasco into Banco Popolare in 2014, both Notes classes were entirely subscribed by Banco Popolare as at 31 December 2015.
The Senior Notes are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0004898539
	Currency	EURO
	Amount	Euro 3,307,300,000
	Rate	Floating
	Benchmark	3M Euribor + 0.60% per year spread
	Coupon	Quarterly
	Legal maturity	30 November 2056
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating	Moody's Investors Services "A2", DBRS "A"
	Ratings as at 31.12.2015	Moody's Investors Services "A1", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Junior	ISIN	IT0004898521
	Currency	EURO
	Amount	Euro 1,942,480,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	Additional Return
	Legal maturity	30 November 2056
	Redemption	Amortisation linked to collection performance of the loans
	Ratings	unrated
	Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided that the Company has sufficient funds to complete the redemption of at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Issue value	Residual value 31/12/2014	Redemptions 2015	Residual value 31/12/2015
Class A Senior notes	3,307,300,000	1,457,328,672	(716,857,275)	740,471,397
Class B Junior notes	1,942,480,000	1,942,480,000	-	1,942,480,000
Total	**5,249,780,000**	**3,399,808,672**	**(716,857,275)**	**2,682,951,397**

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the rated notes, followed by the Junior Notes with the allocation to these of any residual amount.
The payments in relation to the more frequent items are essentially made in the following order:

- (i) tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
- (ii) expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
- (iii) commissions payable to the Company's agents (Paying Agent, Agent Bank, Computation Agent, Servicers, Back-Up Servicer Facilitator, Corporate Servicer, Administrative Servicer, Interim Account Bank and Transaction Bank);
- (iv) interest on Class A notes;
- (v) allocation to the Cash Reserve Account until the target level is reached (Euro 157,493,400), until the Class A note is fully redeemed;
- (vii) capital payments on the Class A notes (until fully repaid);
- (viii) amounts due to the Originators in reference to accruals on the mortgages purchased;
- (x) interest payments on the Subordinated Loan in accordance with the contractual terms;
- (xi) capital payments on the Subordinated Loan in accordance with the contractual terms;
- (xiv) capital payments on the Junior notes;
- (xvi) Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages a Cash Reserve of Euro 157,493,400, of which Euro 151,000,000 established as at the date of issue through a Subordinated Loan granted to the Company by Banco Popolare, and Euro 6,943,400 from interest collected on the portfolio from the date of transfer to the date of issue of the notes.
Interest accrues on the subordinated loan coinciding with each Interest Payment Date, at the 3M Euribor rate plus 2.5% spread. The interest is paid in arrears on the Interest Payment Date immediately after the end of the Interest Period, in accordance with the contractually agreed payments waterfall.
Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.
The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in November 2013, and repayment will be based on funds available to the Company in compliance with the priority order of payments.
If on the contractual date of settlement, i.e. the "Cancellation Date" for settlement of the notes, the amounts due to the subordinated loan provider cannot be paid in full or in part, such receivables will cease to exist, will be deemed waived by Banco Popolare and deemed permanently settled.

As at 31 December 2015, the Cash Reserve amounted to Euro 157,493,398 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 11,320,592.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:

"The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules ("Law 130/1999"), by the purchase

against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/99, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.
Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999".

All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**5,262,631,231**
INCREASES	
- Default interest	2,116,629
- Interest to be collected	14,863,893
DECREASES	
- Write-downs of loans for default interest	2,116,629
- Decrease in loans	1,851,256,495
- Decrease for loan loss and write-downs	94,186,461
- Decrease in interest to be received	
SITUATION AS AT 01/01/2015	**3,332,052,168**
INCREASES	
- Default interest and expenses	5,860,167
- Interest to be collected	4,439,678
- Increase in loans	
Total increases	**10,299,845**
DECREASES	
- Write-downs of loans for default interest	5,860,167
- Decrease in interest to be received	
- Decrease in loans	627,529,905
Total decreases	**633,390,071**
SITUATION AS AT 31/12/2015 (gross value)	**2,708,961,942**
Write-downs as at 31/12/2015	12,256,720
FINAL SITUATION AS AT 31/12/2015	**2,696,705,222**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicer, which include bad loans, unlikely to pay loans and past due loans, net of related provisions for write-downs. For further details, please refer to section "F.2 - Description and performance of the securitisation".

Total non-performing loans

Originator BANCO POPOLARE	**Non-performing loans as at 31/12/2015**	**% Non-performing loans as at 31/12/2015**	**Non-performing loans as at 31/12/2014 (*)**	**% Non-performing loans as at 31/12/2014**
Bad loans	114,142,461	25.12%	69,180,264	17.83%
Unlikely to pay loans	316,951,723	69.74%	282,696,665	72.88%
Past due loans	23,363,119	5.14%	36,044,529	9.29%
Total non-performing loans	**454,457,303**	**100.00%**	**387,921,458**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

On the basis of the Servicer Report prepared for internal use as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 481.5 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to approximately Euro 90.2 million.

Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2015, taking into consideration the past due amounts (capital and interest) from loans "in arrears" and

“delinquent” and the “Total bad loans”. Therefore, the total for past due loans is based on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

SITUATION AS AT 01/01/2015	**348,684,806**
INCREASES	**163,252,071**
DECREASES	
- Capital collections	-
- Interest collections (including default interest)	21,132,824
Total decreases	**21,132,824**
FINAL SITUATION AS AT 31/12/2015	**490,804,053**

F.9) Cash flows

LIQUIDITY AS AT 31/12/14	**310,794,832**
INCREASES IN LIQUIDITY	
Repurchase of securitised loans	16,834,911
Capital collections	596,911,120
Interest collections	69,565,410
Fee and commission collections	1,990,921
Positive spread on IRS	
Contingent assets	208,672
Increase in payables	
Decrease in receivables	679,964
TOTAL INCREASES	**686,190,998**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	716,857,275
Interest expense on notes issued and loans	7,439,317
Fee and commission expenses	1,079,218
Legal, professional and other expenses	25,538
Negative spread on IRS	
Contingent liabilities	2,597
Increases in receivables	
Decreases in payables	
TOTAL USE OF LIQUIDITY	**725,403,946**
LIQUIDITY AS AT 31/12/2015	**271,581,884**

For year 2016, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 404 million while collections of interest are estimated at around Euro 52 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.

Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 157,493,398 as at 31 December 2015.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					
A.1) Mortgages		81,543,833	481,952,533	2,019,066,395	
A.3) Other (bad loans)					114,142,461
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	271,581,884				
B.5) Other loans and receivables	1,249,856			6,127	
Total	**272,831,740**	**81,543,833**	**481,952,533**	**2,019,072,522**	**114,142,461**
C. Notes issued					
C.1 Class A notes				740,471,397	
C.2 Class B notes				1,942,480,000	
D. Subordinated loans				151,000,000	
E. Other liabilities					
E.1 Payable to the Company	21,294				
E.2 Other payables	199,951			135,066,248	
E.3 Accrued expenses	304,199				
Total	**525,444**			**2,969,017,645**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions 31/12/2015	Value as at 31/12/2015	% Portfolio as at 31/12/2015
From 0 to 25,000	7,638	52,246,709	2.02%
From 25,001 to 75,000	3,537	169,739,538	6.57%
From 75,001 to 250,000	4,010	546,183,841	21.15%
Over 250,000	2,119	1,814,392,673	70.26%
Total	**17,304**	**2,582,562,761**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

F.1) Summary statement of securitised assets and notes issued

BPL Mortgages 7 securitisation

SME JUNE 2014

	Situation as at 31/12/2015	Situation as at 31/12/2014	Change during the year
A. Securitised assets	**1,097,651,473**	**1,436,719,257**	**-339,067,784**
A.1) Mortgages	1,088,670,023	1,436,454,853	-347,784,830
A.2) Securities	-	-	-
A.3) Other (bad loans)	8,981,450	264,404	8,717,046
B. Use of cash and cash equivalents from securitised assets	**142,559,205**	**170,259,442**	**-27,700,237**
B.1) Debt securities	-	-	-
B.2) Capital instruments	-	-	-
B.3) Liquidity	142,054,462	169,601,271	-27,546,809
B.4) Repurchase agreements	-	-	-
B.5) Other loans and receivables	504,743	658,171	-153,428
C. Notes issued	**1,108,046,032**	**1,501,078,751**	**-393,032,719**
C.1 Class A notes	389,848,032	782,880,751	-393,032,719
C.2 Class B notes	269,300,000	269,300,000	-
C.3 Class C notes	448,898,000	448,898,000	-
C.4 Class D notes	-	-	-
D. Subordinated loans	**76,900,000**	**76,900,000**	**-**
D.1) Securities lending	-	-	-
D.2) Subordinated loans	76,900,000	76,900,000	-
E. Other liabilities	**55,264,646**	**28,999,948**	**26,264,698**
E.1) Payable to the Company	11,037	12,507	-1,470
E.2) Other payables	54,986,470	28,451,910	26,534,560
E.3) Accrued expenses	267,139	535,531	-268,392
F. Interest expense payable on notes issued	**28,616,388**	**24,422,244**	**4,194,144**
G. Commissions and fees related to the transaction	**612,282**	**532,431**	**79,851**
G.1) for the Servicing	508,980	457,388	51,592
G.2) for other services	103,302	75,043	28,259
G.2a) Placement and Rating commissions on Notes issued	854	1,952	-1,098
G.2b) Bank commissions	117	79	38
G.2c) Cash Manager	-	-	-
G.2d) Issuer	30,633	12,822	17,811
G.2e) Paying Agent, RoN and others	71,698	60,190	11,508
G.2f) Loss margins on swaps	-	-	-
H. Other expenses	**12,595,944**	**11,125,137**	**1,470,807**
H.1) Legal, professional and administrative expenses	27,268	16,603	10,665
H.2) Losses on loans	10,564,904	9,460,974	1,103,930
H.3) Non-deductible VAT	-	-	-
H.4) Interest expense on loans	2,001,874	1,647,560	354,314
H.5) Contingent liabilities	1,898	-	1,898
I. Interest generated by securitised assets	**39,058,921**	**35,269,701**	**3,789,220**
L. Other revenues	**2,765,693**	**810,111**	**1,955,582**
L.1) Interest income	293	8,278	-7,985
L.2) Commission income	816,491	672,279	144,212
L.3) Profit margins on swaps	-	-	-
L.4) Write-backs on loans	1,925,322	129,548	1,795,774
L.5) Contingent assets	23,587	6	23,581

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The positive difference between revenues and costs for the year, amounting to Euro 24,578,521, is the result of the securitisation and represents remuneration of the Junior note (Additional Return or Excess Spread), recognised to item "F. Interest expense on notes issued". The spread between revenues and costs from the start of the securitisation to 31 December 2015 totalled Euro 45,520,427, stated under item "E.2) Other payables", represents the total amount accrued for distribution to subscribers of the Junior notes on closure of the securitisation in the order established in the "Intercreditor Agreement".

Item B.3) refers mainly to liquidity deposited on current accounts held with Banco Popolare Soc. Coop. and BNP Paribas Securities Services, represented by the amounts collected as capital and interest on the securitisation's underlying assets, and to the Cash Reserve held with Banco Popolare as securitisation guarantee for a total of Euro 80,801,998.

Item B.5) includes accruals of accrued interest on the mortgages of Euro 504,576.

In addition to the Additional Return accrued as at 31 December 2015 as described above, item E.2) includes accruals on the original mortgages and interest expense matured on the debt triggered by the temporary gap between purchase of the loans and issue of the note, necessary to fund the purchase of assets and still due to the Originators, now only Banco Popolare, for a total of Euro 6,296,708. In addition, this item includes interest accrued and not paid on the Subordinated Loan for Euro 3,013,455.

Item E.3) represents accruals of accrued interest expense on notes issued for Euro 267,139.

F.2) Description and performance of the securitisation

Securitisation status — The securitisation was finalised in 2 steps: The first on 10 May 2014 with the purchase without recourse of a portfolio of loans disbursed as land loans, mortgage loans, agricultural loans and other loans disbursed to SMEs). The transfer agreement was signed on 27 May 2014, effective from and including the date of signing and with coupons maturing from and including the assessment date of 12 May 2014. Subsequently, on 30 June 2014, limited recourse Asset Backed Securities were issued, used to finance the purchase of the loans.

Originators — Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.

Loans transferred — The loans transferred included a portfolio of performing monetary mortgages, classified according to the classification criteria adopted by the Originator in compliance with regulations issued by the Bank of Italy, deriving from mortgages or land loans stipulated pursuant to land loan regulations under art. 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under art. 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or other loans disbursed to small and medium enterprises (SMEs), i.e. entities conducting business activities, as defined by the European Commission Recommendation no. 2003/361/EC of 6 May 2003.

Characteristics of the loans transferred

Based on loan transfer contracts "identifiable en bloc" pursuant to the combined provisions of arts. 1 and 4 of Italian Law no. 130, concluded on 27 May 2014 and effective from said date, with economic effects beginning from and including 12 May 2014, loans disbursed by the Originator were transferred to the Company (including capital, interest, default interest accrued and accruing, accessory charges, expenses, other non-life repayments, etc.), deriving from mortgage agreements or mortgages stipulated pursuant to land loan regulations under article 38 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993, or other loans which as at 12 May 2014 (included) (or other date specified in the related criterion) have the following characteristics (considered cumulative unless otherwise stated):

- mortgages for which the main borrowers (if appropriate, also after mortgage takeover and/or split) are: (a) natural persons (including sole proprietorships) resident in Italy or (b) legal entities (including partnerships) incorporated under Italian law and with registered office in Italy;
- mortgages for which the main borrowers are included in the definition of small and medium-sized business, as indicated in the European Commission Recommendation no. 2003/361/EC of 6 May 2003;
- mortgages for which the main borrowers are included in one of the following income categories, according to the classification criteria of Bank of Italy Circular no. 140 of 11 February 1991, as amended (Instructions for the

classification of customers by segment and by group of business activities): no. 166 (support, recreational and cultural service providers), no. 256 (private financial holdings), no. 268 (other financial companies), no. 280 (insurance brokers, agents and advisors), no. 283 (financial advisors), no. 284 (other financial aid providers), no. 430 (production companies), no. 431 (private holdings), no. 450 (non-financial business associations), no. 480 (non-financial trading quasi-corporation - units or companies with 20 or more employees), no. 481 (non-financial trading quasi-corporation - units or companies with more than 5 but less than 20 employees), no. 482 (non-financial trade quasi-corporations - companies with less than 20 employees), no. 490 (other non-financial quasi-corporations - units or companies with 20 or more employees), no. 491 (other non-financial quasi-corporations - units or companies with more than 5 but less than 20 employees), no. 492 (other non-financial quasi-corporations - companies with less than 20 employees), no. 614 (craftsmen), no. 615 (other family businesses). In order to assess compliance of a mortgage with the criterion referred to in this paragraph 4, each borrower can be made aware of his category and whether the related loan has been classified as one stipulated for reasons associated with the exercise of business activities by contacting the branch to which the loan repayments are made;

- fully disbursed loans, for which there is no obligation and no option for further disbursements;
- mortgages denominated in Euro (or disbursed in Italian lire and subsequently redenominated in Euro);
- mortgages deriving from mortgage agreements governed by Italian law;
- mortgages with a contractual interest rate in one of the following categories:
  (a) "Fixed rate mortgages" are those on which the interest rate applied under contract envisages no changes for the entire residual duration of the mortgage;
  (b) "Floating rate mortgages" are those on which the interest rate applied is benchmarked to an index established under contract for the entire residual duration of the mortgage;
  (c) "Discounted rate mortgages" are those on which the interest rate applied is initially at a contractually agreed fixed rate, then from a certain date becomes floating rate benchmarked to a reference index, or vice versa;
  (d) "Flexible" mortgages, i.e. those allowing the borrower the option of changing the interest calculation method, once or more during the residual term of the mortgage,(A) from a floating rate to (B) a fixed rate equal to the sum of (i) the IRS rate for the reference period as at the date of exercise by the borrower of the option to change the calculation method and up to the end of the period of application of the fixed interest rate calculation method chosen by the borrower, and (ii) the contractually-agreed spread over and above the benchmark as determined in accordance with paragraph (i) above, and vice versa;
- mortgages: (vi) other than those referred to in paragraphs (ii) and (iii) below, for which the related mortgage agreement was signed between 11 October 2000 and 8 November 2013, included, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 27 June 2005 and 22 October 2013 (included); or (ii) stipulated pursuant to real estate financing regulations under article 38 et seq. of the Italian Legislative Decree no. 385 of 1 September 1993 for which the related mortgage agreement was signed between 10 September 1999 and 10 April 2014, included, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 3 December 2002 and 9 April 2014 (included); or (iii) stipulated pursuant to agricultural loan regulations under article 43 et seq., Italian Legislative Decree no. 385 of 1 September 1993 for which the related mortgage agreement was signed between 31 March 2000 and 10 April 2014, included, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 10 July 2006 and 30 January 2014 (included); or (iv) other than those indicated in points (i), (ii) and (iii) above, for which the related mortgage agreement was signed between 31 December 1999 and 30 April 2014, included, for Banco Popolare mortgages, while for Credito Bergamasco mortgages, between 19 June 2007 and 30 April 2014 (included);
- mortgages: (vii) for which the first instalment is due after 12 May 2014; or (ii) the instalments due as at 9 April 2014 are fully paid;
- mortgages on which repayments are monthly, every two months, quarterly, every four months, half-yearly or yearly;
- mortgages for which the outstanding capital is equal to or higher than Euro 5,000;
- mortgages for which the outstanding capital is equal to or less than Euro 10,000,000;
- in reference to mortgage-backed loans, having the collateral property located in Italy.

Securitisation performance

As at 31 December 2015, the total mortgage portfolio amounted to Euro 1,097,651,473, divided between performing, unlikely to pay and past due loans (as defined in Bank of Italy's instructions) for Euro 1,088,670,023 net of the related provisions for write-downs, and bad loans for Euro 8,981,450 net of the related provisions for write-downs. Note that the classification indicated for bad loans, unlikely to pay loans and past due loans is that recorded in the accounting records and IT system of the Servicer.

Total credit portfolio

Originator BANCO POPOLARE	Value as at 31/12/2015	% Portfolio as at 31/12/2015	Value as at 31/12/2014	% Portfolio as at 31/12/2014

Performing, unlikely to pay and past due loans	1,088,670,023	99.18%	1,436,454,853	99.98%
Bad loans	8,981,450	0.82%	264,404	0.02%
Total credit portfolio	**1,097,651,473**	**100.00%**	**1,436,719,257**	**100.00%**

As described above, the value of the loans is net of related provisions for write-downs that, as at 31 December 2015, totalled: Euro 1,723,494 provision for write-downs of bad loans, Euro 11,958,244 provision for write-downs of unlikely to pay loans and Euro 1,966,294 provision for write-downs of past due loans.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicers, which include bad loans, substandard loans, past due loans and restructured loans net of related provisions for write-downs.

Note that the classification of non-performing loans is provided on the basis of the new non-performing exposure categories introduced from 1 January 2015 following an update to Bank of Italy provisions. In particular, the previous four non-performing loan categories (bad, substandard, past due and restructured) have been replaced by the three new categories "bad", "unlikely to pay" and "past due". For comparison purposes, loans classified as at 31 December 2014 in the categories "substandard" and "restructured", now abrogated, were merged into the new category "unlikely to pay".

Total non-performing loans

Originator BANCO POPOLARE	**Non-performing loans as at 31/12/2015**	**% Non-performing loans as at 31/12/2015**	**Non-performing loans as at 31/12/2014 (*)**	**% Non-performing loans as at 31/12/2014**
Bad loans	8,981,450	8.17%	264,404	0.38%
Unlikely to pay loans	87,864,482	79.91%	47,675,162	68.44%
Past due loans	13,107,195	11.92%	21,718,315	31.18%
Total non-performing loans	**109,953,127**	**100.00%**	**69,657,881**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

Note that on the basis of the Servicer Report prepared for internal use as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 86.2 million, whilst Delinquent Loans (i.e. loans that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to approximately Euro 46.5 million.

Contractual amendments - Closure of the London Branch of Banco Popolare

As a result of Banco Popolare's decision to close the London Branch by the end of 2015, in July 2015 a number of changes were made to the contractual documentation for the BPL Mortgages 7 securitisation, agreed with the rating agencies and the Representative of Noteholders, to replace the London branch of Banco Popolare with an Italian branch of Banco Popolare as custodian bank for the Cash Reserve Account. Consequently, in July arrangements were made to transfer the funds deposited on the current account opened in the SPV's name with the London Branch to a new account opened with an Italian branch of Banco Popolare.

Downgrading of Banco Popolare

In accordance with the contractual documentation for the BPL Mortgages 7 securitisations, following DBRS' downgrading of the Banco Popolare rating in September 2015 (from "BBB" to "BBB (low)"), the minimum rating required by Banco Popolare for the role of custodian bank for the Cash Reserve Account was lost. Discussions regarding the action to be taken are currently in progress with the rating agency and the Representative of Noteholders.

Ratings

With reference to the BPL Mortgages 7 securitisation, Moody's upgraded the Senior Note from "A2" to "A1" on 23 January 2015 and the Mezzanine Note from "Baa2" to "A3" on 20 March 2015. The change in the notes rating reflects the updated method applied to structured financing transactions which, in particular, includes the improved country risk assessment for Italy announced by Moody's in January 2015. Then on 1 July 2015 Moody's upgraded the Mezzanine Note from "A3" to "A1".

F.3) Information about the entities involved

Acquirer	BPL Mortgages S.r.l., a company established on 30 June 2006, pursuant to art. 3, Italian Law no. 130 of 30 April 1999, under the name Giano Finance S.r.l., later renamed BPL Mortgages S.r.l. on 11 May 2007, with registered office at Via V. Alfieri 1, Conegliano (TV), Italy, registration no. 04078130269 in the Treviso Register of Companies and registered on the List of SPVs pursuant to Bank of Italy Instructions issued 30 September 2014.
Originators	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014.
Originator obligations	As at the date of transfer, the Originators issued a guarantee statement confirming the existence of the loans transferred and any contingent mortgage or collateral security. In addition, the Originators agreed to indemnify the Issuer from all losses, costs, charges, expenses and liabilities incurred in the event of default of Originator obligations under the terms of the transfer agreement or if Originator statements should prove incorrect with respect to said agreement and related attachments. By this Statement, the Originators guaranteed the following: a) the Originator status and general issues relating to the Transfer Agreement and Servicing Contract; b) statements and guarantees regarding the loans, mortgage agreements and related contingent mortgage and collateral security; c) statements and guarantees regarding the properties; d) statements and guarantees regarding the truthfulness of data disclosed; e) statements and guarantees regarding insurance policies linked to the mortgage agreements.
Servicers	Banco Popolare Soc. Coop. and Credito Bergamasco S.p.A, now only Banco Popolare due to the merger with legal effective date of 1 June 2014. Under the terms of the Servicing Contract signed on 27 May 2014, the Servicers are empowered to act on behalf of the Issuer in reference to the entire mortgage portfolio in administrative tasks, collection and recovery of mortgage-related debts, related recovery action in enforcement and insolvency proceedings, and any related legal investigations. In addition, the Servicers are required to transfer to the Acquirer all sums collected on the Company's behalf in relation to the loans, including amounts deriving from the recovery of sums due as capital, interest and arrears interest on positions reclassified as substandard and bad loans.
Arranger	Banco Popolare Soc. Coop.
Quotaholder	SVM Securitisation Vehicles Management S.r.l.
Representative of Noteholders	BNP Paribas Securities Services S.A., Milan branch
Computation Agent	BNP Paribas Securities Services, Milan Branch
Cash Account Bank	Banco Popolare Soc. Coop.
Paying Agent and Agent Bank	BNP Paribas Securities Services, Milan Branch
Transaction Bank	BNP Paribas Securities Services, London branch
Interim Account Bank	Banco Popolare Soc. Coop.
Corporate Servicer	Securitisation Services S.p.A.
Administrative Servicer	Banco Popolare Soc. Coop.
Back Up Servicer Facilitator	Securitisation Services S.p.A.

F.4) Characteristics of the Notes issued

On 30 June 2014, BPL Mortgages S.r.l. issued two limited recourse Asset Backed notes: Class A Senior Notes for a total nominal value of Euro 1,077,400,000, Class B Mezzanine Notes for a total nominal value of Euro 269,300,000 and Class C Junior Notes for a total nominal value of Euro 448,898,000. On the same date, all classes of the Notes were subscribed by Banco Popolare. The Senior Notes issued by the Company are currently used in ECB refinancing transactions, in accordance with Group liquidity needs, and therefore form part of the Group's eligible securities portfolio.

Class A Senior	ISIN	IT0005029944
	Currency	EURO
	Amount	Euro 1,077,400,000
	Rate	Floating
	Benchmark	3M Euribor + 0.30% per year spread

	Coupon	Quarterly
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating	Moody's Investors Services "A2", DBRS "A"
	Ratings as at 31.12.2015	Moody's Investors Services "A1", DBRS "A"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class B Mezzanine	ISIN	IT0005029969
	Currency	EURO
	Amount	Euro 269,300,000
	Rate	Floating
	Benchmark	3M Euribor + 0.80% per year spread
	Coupon	Quarterly
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Initial rating	Moody's Investors Services "Baa2", DBRS "BBB (Low)"
	Ratings as at 31.12.2015	Moody's Investors Services "A1", DBRS "BBB (Low)"
	Listing	Irish Stock Exchange
	Governing law	Italian
Class C Junior	ISIN	IT0005030025
	Currency	EURO
	Amount	Euro 448,898,000
	Rate	n/a
	Benchmark	n/a
	Coupon	n/a
	Additional Return	*Additional Return*
	Legal maturity	25 November 2054
	Redemption	Amortisation linked to collection performance of the loans
	Ratings	unrated
	Governing law	Italian

The Issuer has the right to redeem in advance completely, but not in part, the residual capital of notes issued and still outstanding, provided that the Company has sufficient funds to complete the redemption of at least the Senior Class (if consensus has been obtained from the Junior Note holders). The Issuer also has the right to dispose of the loans in order to finance the optional redemption of the notes.

Note	Issue value	Residual value 31/12/2014	Redemptions 2015	Residual value 31/12/2015
Class A Senior notes	1,077,400,000	782,880,751	(393,032,719)	389,848,032
Class B Mezzanine notes	269,300,000	269,300,000	-	269,300,000
Class B Junior notes	448,898,000	448,898,000	-	448,898,000
Total	**1,795,598,000**	**1,501,078,751**	**(393,032,719)**	**1,108,046,032**

Allocation of cash flows from the portfolio

The allocation of cash flows from the loans transferred aims to ensure, as priority, the payment of third parties involved in the securitisation, first subject to payments of the interest and capital on the rated notes, followed by the Junior Notes with the allocation to these of any residual amount.

The payments in relation to the more frequent items are essentially made in the following order:

- tax charges, expenses to ensure the continued operations of the Company, costs and taxes relating to the listing or rating of the notes, to the extent not covered by sufficient Expense Account funds;
- expenses payable to the Representative of Noteholders and the amount payable to the Expense Account to reach the amount of Euro 50 thousand;
- commissions payable to the Company's agents (Paying Agent, Agent Bank, Computation Agent, Servicers, Back-Up Servicer Facilitator, Corporate Servicer, Administrative Servicer, Interim Account Bank, Cash Account Bank and Transaction Bank);
- interest on Class A notes;
- interest on Class B notes;

- allocation to the Cash Reserve Account until the target level is reached (Euro 80,802,000), until the rated notes are fully redeemed;
- capital payments on the Class A notes (until fully repaid);
- capital payments on the Class B notes (until fully repaid);
- amounts due to the Originators in reference to accruals on the mortgages purchased;
- interest and capital payments on the Subordinated Loan in accordance with the contractual terms;
- capital payments on the Junior notes;
- Additional Return on the Junior notes.

F.5) Accessory financial transactions

Subordinated Loan and Cash Reserve

The structure of the securitisation envisages a Cash Reserve of Euro 80,802,000, of which Euro 76,900,000 established as at the notes issue date through a Subordinated Loan granted to the Company by Banco Popolare, and Euro 3,902,000 from interest collected on the portfolio from the date of transfer to the date of issue of the notes.
Interest accrues on the subordinated loan on a quarterly basis, coinciding with each Interest Payment Date, at the 3M Euribor rate plus 2.5% spread. The interest is paid in arrears on the Interest Payment Date immediately after the end of the Interest Period, in accordance with the contractually agreed payments waterfall.
Amounts accrued as interest payments, but not paid due to lack of funds, will not accrue further interest and will be paid on the next Interest Payment Date thereafter in compliance with the Priority Order of Payments.
The Company must repay the capital on the amount loaned on the Interest Payment Dates with effect from the initial Interest Payment Date in August 2014, and repayment will be based on funds available to the Company in compliance with the priority order of payments.
If on the contractual date of settlement, i.e. the “Cancellation Date” for settlement of the notes, the amounts due to the subordinated loan provider cannot be paid in full or in part, such receivables will cease to exist, will be deemed waived by Banco Popolare and deemed permanently settled.

As at 31 December 2015, the Cash Reserve amounted to Euro 80,801,998 and interest accrued and not yet paid on the Subordinated Loan totalled Euro 3,013,455.

F.6) Operating rights of the transferring Company

The operating powers of BPL Mortgages S.r.l. (as transferee company and issuer) are limited by the Articles of Association. In particular, art. 3 states:

“The sole purpose of the Company is the implementation of one or more loan securitisations pursuant to Italian Law no. 130 of 30 April 1999, as amended, and subsequent implementing rules (“Law 130/1999”), by the purchase against payment by the Company, or other company established pursuant to Law 130/1999, of monetary receivables, both existing and future, identified en bloc if referring to multiple loans, financed through the issue by the Company, or other company established pursuant to Law 130/99, financed by means of issue (by the Company or other company established pursuant to Law 130/1999) of notes as referred to in art. 1 paragraph 1b) and art. 5, Law 130/1999.
The Company can also implement securitisations in accordance with art. 7, Italian Law 130/1999 and in the form of a series of note issue programmes as part of a given securitisation. The Company can also perform transactions with a revolving structure, i.e. involving the use of collections deriving from the management of purchased mortgages before or at the time of issue of securities for the purchase of additional mortgages. Pursuant to art. 3 of Law 130/1999, these additional loans also constitute segregated assets on which no action is permitted by creditors other than the holders of notes issued as part of the securitisation.
Pursuant to the provisions of Law 130/1999, the loans related to each securitisation constitute segregated assets to all effects and purposes from those of the Company and those of other securitisations performed by the Company. The sole purpose of these segregated assets is to satisfy the rights incorporated in the notes issued, by the Company or other company, to finance the purchase of the loans of which the aforementioned assets form part, and to pay the costs of the related securitisation. Therefore no action is permitted on the segregated assets by creditors other than the holders of notes issued to finance the purchase of the loans in question.
To the extent permitted by the provisions of Italian Law 130/1999, the Company may conclude accessory financial transactions, stipulated exclusively with a view to the success of its securitisations, or in any event instrumental to the corporate purpose, including reinvestment in other financial assets of funds raised through management of the acquired loans but which cannot immediately be utilised to satisfy rights deriving from the aforementioned notes issued as part of the securitisation. Within the context of its securitisations, the Company may appoint third parties to collect the loans purchased, to provide cash and payment services, perform disposal transactions on the loans purchased and reinvest funds deriving from management in other financial assets (including receivables with characteristics similar to those securitised) not immediately utilised to satisfy rights deriving from the aforementioned notes, as well as any other activity permitted by Law 130/1999”.

All the main operations associated with management of the securitisation were assigned to third parties (see paragraph F.3)

QUANTITATIVE INFORMATION

F.7) Cash flows relating to the loans

INITIAL SITUATION UPON TRANSFER	**1,801,452,101**
INCREASES	
- Default interest	98,657
- Interest to be collected	7,450,063
DECREASES	
- Write-downs of loans for default interest	98,657
- Decrease in loans	362,721,933
- Decrease for loan loss and write-downs	9,460,974
- Decrease in interest to be received	
SITUATION AS AT 01/01/2015	**1,436,719,257**
INCREASES	
- Default interest	263,974
- Interest to be collected	1,314,777
- Increase in loans	
Total increases	**1,578,751**
DECREASES	
- Write-downs of loans for default interest	263,974
- Decrease in interest to be received	
- Decrease in loans	334,139,190
Total decreases	**334,403,164**
SITUATION AS AT 31/12/2015 (gross value)	**1,103,894,844**
Write-downs as at 31/12/2015	6,243,371
FINAL SITUATION AS AT 31/12/2015	**1,097,651,473**

F.8) Changes in overdue loans

The loans, all performing as at the time of purchase, were classified into their relevant categories. The Servicer handles the recovery of past due loans on the basis of policies specified in the special Servicing Contract. In order to highlight the prospects for recovery of the past due loans, in reference to the date of this cash flow position the Servicer arranged the analysis and assessment of the loans in question, and after appropriate write-downs these are recorded at their estimated realisable value.

The table below summarises the non-performing loans as indicated in the accounting records and IT system of the Servicer, which include bad loans, unlikely to pay loans and past due loans, net of related provisions for write-downs. For further details, please refer to section “F.2 - Description and performance of the securitisation”.

Total non-performing loans

Originator BANCO POPOLARE	Non-performing loans as at 31/12/2015	% Non-performing loans as at 31/12/2015	Non-performing loans as at 31/12/2014 (*)	% Non-performing loans as at 31/12/2014
Bad loans	8,981,450	8.17%	264,404	0.38%
Unlikely to pay loans	87,864,482	79.91%	47,675,162	68.44%
Past due loans	13,107,195	11.92%	21,718,315	31.18%
Total non-performing loans	**109,953,127**	**100.00%**	**69,657,881**	**100.00%**

(*) Figures restated for comparison purposes, as described above.

On the basis of the Servicer Report prepared for internal use as at 31 December 2015 (in which the loans are recognised net of related provisions for write-downs), the total loans classified as Bad Loans, determined according to classification criteria as stated in the Prospectus (i.e. loans that have been classified as bad loans in compliance with Bank of Italy regulations and loans with 7 monthly instalments, 4 two-monthly instalments, 3 quarterly instalments or 2 half-yearly instalments past due) amounts to Euro 86.2 million, whilst Delinquent Loans (i.e. loans

that have been classified as substandard loans and loans which have 6 monthly instalments, 3 two-monthly instalments, 2 quarterly instalments or 1 half-yearly instalment past due) amount to approximately Euro 46.5 million.

Note that the amounts contained in the following table originate from the Servicer Report which was prepared as at 31 December 2015, taking into consideration the past due amounts (capital and interest) from loans "in arrears" and "delinquent" and the "Total bad loans". Therefore, the total for past due loans is based on the loans classified as such by the servicing contracts stipulated between the Company and the Originators, now only Banco Popolare.

SITUATION AS AT 1/01/2015	**25,102,558**
INCREASES	**69,738,307**
DECREASES	
- Capital collections	
- Interest collections (including default interest)	3,283,380
Total decreases	**3,283,380**
FINAL SITUATION AS AT 31/12/2015	**91,557,485**

F.9) Cash flows

INITIAL LIQUIDITY	**169,601,271**
INCREASES IN LIQUIDITY	
Repurchase of securitised loans	13,114,837
Capital collections	317,313,365
Interest collections	39,212,684
Fee and commission collections	816,491
Positive spread on IRS	
Contingent assets	23,587
Increase in payables	
Decrease in receivables	
TOTAL INCREASES	**370,480,964**
USE OF LIQUIDITY	
Purchase of securitised loans	
Redemption of notes	393,032,719
Interest expense on notes issued and loans	4,357,522
Fee and commission expenses	617,983
Legal, professional and other expenses	17,609
Negative spread on IRS	
Contingent liabilities	1,898
Increases in receivables	43
Decreases in payables	
TOTAL USE OF LIQUIDITY	**398,027,773**
LIQUIDITY AS AT 31/12/2015	**142,054,462**

For year 2016, as provided by the securitisation repayment plan, collections of capital on the portfolio are estimated at approximately Euro 182 million while collections of interest are estimated at around Euro 28 million.

F.10) Situation of the guarantees and liquidity lines

No guarantees have been given or received in relation to the securitisation, and no recourse has been made to liquidity lines.

Furthermore, to hedge against any periods of illiquidity, the Company has a Cash Reserve that totalled Euro 80,801,998 as at 31 December 2015.

F.11) Distribution by residual life

Item/residual life	up to 3 months	3 months-1 year	1-5 years	over 5 years	Unlimited duration
A. Securitised assets					

A.1) Mortgages		28,027,753	233,641,180	827,001,087	
A.3) Other (bad loans)					8,981,450
B. Use of cash and cash equivalents from securitised assets					
B.3) Liquidity	142,054,462				
B.5) Other loans and receivables	504,573			169	
Total	**144,559,035**	**28,027,753**	**233,641,180**	**827,001,256**	**8,981,450**
C. Notes issued					
C.1 Class A notes				389,848,032	
C.2 Class B notes				269,300,000	
C.3 Class C notes				448,898,000	
D. Subordinated loans				76,900,000	
E. Other liabilities					
E.1 Payable to the Company	11,037				
E.2 Other payables	155,880			54,830,590	
E.3 Accrued expenses	267,139				
Total	**434,056**			**1,239,776,622**	

F.12) Distribution by territory

All the loans were disbursed in Euro to borrowers resident in Italy and referring to property located in Italy.

F.13) Risk concentration

Loan size	No. of positions 31/12/2015	Value as at 31/12/2015	% Portfolio as at 31/12/2015
From 0 to 25,000	4,477	41,149,428	3.78%
From 25,001 to 75,000	1,361	62,275,671	5.72%
From 75,001 to 250,000	1,515	200,149,893	18.38%
Over 250,000	892	785,095,031	72.12%
Total	**8,245**	**1,088,670,023**	**100.00%**

The figures in the table do not include bad loans. As envisaged in the agreement, there are no loans with a value of more than 2% of the loans portfolio.

Section 3 – Information on risks and related hedging policy

3.1 CREDIT RISK

QUALITATIVE INFORMATION

The Company only has receivables payable on demand and therefore it is considered that there is no exposure to credit risk.

QUANTITATIVE INFORMATION

1. Distribution of financial assets by portfolio and by credit quality (Book value)

Portfolios/quality	Bad loans	Unlikely to pay loans	Past due loans (non-performing)	Past due loans (performing)	Other performing loans	**Total**
1. Financial assets available for sale						
2. Financial assets held to maturity						
3. Due from banks					11,687	11,687
4. Due from customers						
5. Financial assets designated at fair value						
6. Financial assets held for sale						
Total 2015					**11,687**	**11,687**
Total 2014					**11,952**	**11,952**

Portfolios/quality	Assets clearly of poor credit quality	Other assets	**Total**
1. Financial assets held for trading			
2. Hedging derivatives			
Total 2015			
Total 2014			

2.2 Exposure to banks and financial institutions: gross values, net values and past due bands

Exposure type/values	Gross exposure					Specific write-downs	Portfolio write-downs	Net exposure
	Non-performing assets							
	up to 3 months	more than 3 months and up to 6 months	more than 6 months and up to 1 year	more than 1 year	Performing assets			
A. CASH EXPOSURE								
a) Bad loans								
- of which: exposures with forbearance								
b) Unlikely to pay loans								
- of which: exposures with forbearance								
c) Past due loans - non-performing								
- of which: exposures with forbearance								
d) Past due loans -performing								
- of which: exposures with forbearance								
e) Other performing exposures					11,687			11,687
- of which: exposures with forbearance								
TOTAL A					**11,687**			**11,687**
B. OFF-BALANCE SHEET EXPOSURE								
a) Non-performing								
b) Performing								
TOTAL B								
TOTAL (A+B)					**11,687**			**11,687**

3.2 MARKET RISK

3.2.1 Interest rate risk

QUALITATIVE INFORMATION

The Company is not exposed to interest rate risk.

QUANTITATIVE INFORMATION

1. Distribution by residual maturity (by repricing date) of financial assets and liabilities

Item/residual life	On demand	Up to 3 months	More than 3 months and up to 6 months	More than 6 months and up to 1 year	More than 1 year and up to 5 years	More than 5 years and up to 10 years	Over 10 years	Unlimited duration
1. Assets								
1.1 Debt securities								
1.2 Loans and receivables	11,687							
1.3 Other assets		43,867						2,658,125
2. Liabilities								
2.1 Payables								
2.2 Debt securities								
2.3 Other liabilities		33,353						2,694,552
3. Derivatives								
Options								
3.1 Long positions								
3.2 Short positions								
Other derivatives								
3.3 Long positions								
3.4 Short positions								

3.2.2 Price risk

The table has not been compiled as there are no such risk positions.

3.2.3 Foreign exchange rate risk

The table has not been compiled as there are no such risk positions.

3.3 OPERATIONAL RISKS

With regard to operational risk, note that the Company has no employees and has outsourced its functions and related operational risk to entities contractually appointed for this purpose. In particular, with regard to services assigned to Banco Popolare Group banks, note that as part of the securitisations management model, processes have been defined for the correct execution of activities relating to securitisation management; activities regarding collection accounting management, reporting, arrears management, financial statements preparation, ordinary swap operations and support activities. These processes ensure compliance with reference regulations and execution of first and second level controls, also by means of the risk management performed by the Banco Popolare Group Finance Department.

3.4 LIQUIDITY RISK

QUALITATIVE INFORMATION

The Company considers it has sufficient cash and cash equivalents to meet its commitments.

QUANTITATIVE INFORMATION

1. Distribution of assets and liabilities by residual duration of the contracts

Item/Residual duration	On demand	More than 1 day and up to 7 days	More than 7 days and up to 15 days	More than 15 days and up to 1 month	More than 1 month and up to 3 months	More than 3 months and up to 6 months	More than 6 months and up to 1 year	More than 1 year and up to 3 years	More than 3 years and up to 5 years	Over 5 years	Unlimited duration
Cash assets											
A.1 Government securities											
A.2 Other debt securities											
A.3 Loans											
A.4 Other assets	11,687				43,867					2,658,125	
Cash liabilities											
B.1 Amounts due to:											
- Banks											
- Financial institutions											
- Customers											
B.2 Debt securities											
B.3 Other liabilities					33,353					2,694,552	
Off-balance sheet transactions											
C.1 Derivatives with underlying asset exchange											
- Long positions											
- Short positions											
C.2 Derivatives without underlying asset exchange											
- Positive spread											
- Negative spread											
C.3 Loans to be received											
- Long positions											
- Short positions											
C.4 Irrevocable commitment to disburse funds											
- Long positions											
- Short positions											
C.5 Financial guarantees given											
C.6 Financial guarantees received											

Section 4 – Information on equity

4.1 Company equity

4.1.1 Qualitative information

The Company's equity comprises the fully paid-up quota capital of Euro 12,000, reserves amounting to Euro 26,728 and net income for the period. As at 31 December 2015 the quota capital of Euro 12,000 is held by SVM Securitisation Vehicles Management S.r.l., 100% owner of the nominal value of the quota capital. The Company is not subject to external minimum mandatory capital requirements or special regulations on regulatory capital.

4.1.2 Quantitative information

4.1.2.1 Company equity: composition

Item/Amounts	31/12/2015	31/12/2014
1. Capital	12,000	12,000
2. Quota premium reserve		
3. Reserves		
- profits	28,379	28,322
a) legal	2,400	2,400
b) statutory		
c) treasury shares		
d) other	25,979	25,922
- other	3,138	3,138
4. (Treasury shares)		
5. Valuation reserves		
- Available-for-sale financial assets		
- Tangible assets		
- Intangible assets		
- Foreign investment hedges		
- Cash flow hedges		
- Exchange difference		
- Non-current assets or disposal groups held for sale		
- Special revaluation laws		
- Actuarial gains (losses) on defined benefit plans		
- Share of valuation reserves related to investments carried at equity		
6. Equity instruments		
7. Net income (loss) for the period	(361)	57
Total	**43,156**	**43,517**

4.2 Regulatory capital and capital ratios

The Company is not subject to external minimum mandatory capital requirements or special regulations on regulatory capital.

Section 5 – Statement of comprehensive income

	Item	Gross amount .	Income taxes .	Net amount .
10.	**Net income (loss) for the period**	**(265)**	**(96)**	**(361)**
130.	**Total other income**	**-**	**-**	**-**
140.	**Comprehensive income (Items 10 + 130)**	**(265)**	**(96)**	**(361)**

Items of the table which as at 31 December 2015 had a zero value are not indicated.

Section 6 – Transactions with related parties

6.1 Information on remuneration of directors and executives with strategic responsibilities

The fees payable to the Sole Director for 2015 amounted to Euro 15,010 and remuneration of the Board of Statutory Auditors totalled Euro 7,000.

6.2 Loans and guarantees given to Directors and Statutory Auditors

The company has not issued guarantees in favour of the Sole Director or the Board of Statutory Auditors.

6.3 Information on transactions with related parties

The Company has no employees as the management of assets purchased is outsourced to the Originators, now only Banco Popolare, under the terms of the Servicing Contracts. Administrative, accounting and tax-related activities are assigned to Banco Popolare.

Section 7 – Other information

Pursuant to art. 149-duodecies of Consob Issuers' Regulation, under the terms of the transitional regime envisaged in art. 43, paragraph 2, Italian Legislative Decree 39/2010, the table below provides information on fees paid to the independent auditors Reconta Ernst & Young S.p.A. The amounts indicated in the table for 2015 are those determined and stated in the contract (excluding any indexing, non-deductible VAT, out-of-pocket expenses and any regulatory contributions).

Type of service (amounts in Euro)	Reconta Ernst & Young S.p.A.	Other companies in Ernst & Young network
Audit	46,000	-
Certification services	-	-
Other services	-	-
Total	**46,000**	**-**

Conegliano (TV), 05 February 2016

BPL Mortgages S.r.l.
A single member company
Sole Director
Pamela Stival

THE PORTFOLIO

Pursuant to the terms of two transfer agreements dated the Initial Signing Date and 14 March 2013 and two transfer agreements dated the Initial Signing Date and 14 March 2013 between, respectively, the Issuer and Banco Popolare (the "**Banco Popolare Initial Transfer Agreements**") and between the Issuer and Creberg (before the merger into Banco Popolare) (the "**Creberg Transfer Agreements**" and, together with the Banco Popolare Initial Transfer Agreements, the "**Initial Transfer Agreements**"), the Issuer acquired from Banco Popolare and Creberg (before the merger into Banco Popolare), respectively, without recourse (*pro soluto*):

(a) the monetary claims (the "**Banco Popolare Initial Claims**") and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Banco Popolare Initial Mortgage Loans**") owed to Banco Popolare (the "**Banco Popolare Initial Portfolio**"); and

(b) the monetary claims (the "**Creberg Claims**") and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Creberg Mortgage Loans**") owed to Creberg (before the merger into Banco Popolare) (the "**Creberg Portfolio**" and, together with the Banco Popolare Initial Mortgage Loans, the "**Initial Mortgage Loans**".

The Banco Popolare Initial Claims and the Creberg Claims are, collectively, referred to as the "**Initial Claims**" and the Banco Popolare Initial Portfolio and the Creberg Portfolio are, collectively, referred to as the "**Initial Portfolio**".

The payment of the purchase price of the Initial Claims has been paid by the Issuer through the proceeds coming from the issuance of the Series 1 Notes.

On 13 October 2016, the Issuer acquired from the Originator, without recourse (*pro soluto*), in accordance with the Securitisation Law, an additional pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising out of a portfolio (the "**Subsequent Portfolio**") consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* the "**Subsequent Loans**") owed to Banco Popolare. The Subsequent Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 13 October 2016, executed by and between the Issuer and Banco Popolare.

The Subsequent Claims and the Initial Claims are collectively referred to as the "**Claims**" and the Initial Portfolio and the Subsequent Portfolio are collectively referred to as the "**Portfolio**". The Initial Loans and the Subsequent Loans are, collectively, referred to as the "**Loans**".

The payment of part of the purchase price of the Subsequent Claims to Banco Popolare will be financed by, and will be limited recourse to, the proceeds of the issue of the Series 2 Notes on the Subsequent Issue Date. The remaining part of the purchase price of the Subsequent Claims will be paid by way of set off against the corresponding amount of the purchase price to be paid by Banco Popolare for certain Initial Claims repurchased from the Issuer on 13 October 2016.

The Initial Portfolio and the Subsequent Portfolio have been selected on the basis of the criteria set out below.

Selection Criteria of the Initial Portfolio

The Initial Claims included in the Banco Popolare Initial Portfolio and in the Creberg Portfolio as at the relevant Valuation Date (or the different date specified in the relevant criteria) meet the following criteria as set out in each relevant Transfer Agreement, in order to ensure that the Claims have the same legal and financial characteristics:

1. Mortgage Loans disbursed by each of the Originator and Creberg, as applicable, or by other banks which were subsequently transferred to the Originator or Creberg, as applicable, either by way of merger (*fusione*), de-merger (*scissione*), contribution of going concern (*conferimento di ramo*

d'azienda) or transfer of going concern (*cessione di ramo d'azienda*);

2. Mortgage Loans whose relevant Borrower (also following split-up (*frazionamento*) or take-over (*accollo*)), **(i)** in compliance with the selection criteria set forth by the circular letter of the Bank of Italy No. 140 of 11 February 1991 (as subsequently amended), falls within the SAE activity sectors ("*settore di attività economica*") No. 600 ("*famiglie consumatrici*"), No. 614 ("*artigiani*") or No. 615 ("*famiglie produttrici*") and **(ii)** are resident in Italy (if they are a natural person) or whose registered office is in Italy (if they are incorporated as *società semplici*);

3. Mortgage Loans which have been fully disbursed and for which there is no obligation to, neither is possible to, disburse any further amount;

4. Mortgage Loans denominated in Euro;

5. Mortgage Loans in relation to which the ratio between (i) the residual principal amount outstanding of the Loan as at relevant the Valuation Date and (ii) the value of the reassessed real estate asset as assessed before the Initial Signing Date is lower than or equal to 130%. For the purposes of this Criterion, "value of the reassessed real estate asset" means the estimated value of the real estate asset, determined on the basis of technical and economical parameters applied by the Originator and Creberg, as applicable, in the monitoring process of the value of the real estate assets. In order to determine whether his Loan falls within this Criterion, each Borrower may, if he hasn't been provided yet with such information, ask for the value of the relevant real estate asset at the branch (*filiale*) of the Originator or Creberg, as applicable, where his payments of the Instalments of the Loans are domiciled;

6. Mortgage Loans deriving from Mortgage Loan Agreements governed by Italian law;

7. with reference to Mortgage Loans whose relevant Borrower, in compliance with the selection criteria set forth by the circular letter of the Bank of Italy No. 140 of 11 February 1991 (as subsequently amended), falls within the SAE activity sectors ("*settore di attività economica*") No. 600 ("*famiglie consumatrici*"), No. 614 ("*artigiani*") or No. 615 ("*famiglie produttrici*"): Mortgage Loans secured by a Mortgage on one or more real estate assets located in Italy, in respect of which the mortgaged real estate asset is a residential real estate asset (meaning that its cadastral category (*categoria catastale*), as at the date on which the Mortgage Loan has been granted, falls within at least of one the following cadastral categories: A-1, A.2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A11);

8. Mortgage Loans which fall in one of the following categories:

   (i) fixed rate Mortgage Loans, being those Mortgage Loans whose interest rate is not subject to any variation throughout the remaining duration of the loan;

   (ii) floating rate Mortgage Loans (including Mortgage Loans which provide for a cap on the applicable interest rate), being those Mortgage Loans whose applicable interest rate is linked to an index provided by the Mortgage Loan Agreement with reference to all the remaning duration of the loan;

   (iii) "mixed" rate Mortgage Loans, being Mortgage Loans in respect of which interest accrues at a fixed rate for a specified period of time determined by the Mortgage Loan Agreement and at a floating rate thereafter, or *viceversa*; or

   (iv) "modular" rate Mortgage Loans, being those Mortgage Loans which provide for the right, that can be exercised one or more times during the life of the Mortgage Loan, of the relevant Borrower to switch from (A) a floating rate, to (B) a fixed rate equal to the sum of (i) the swap interest rate for the relevant period (IRS), determined as at the date on which the right to switch has been exercised by the relevant Borrower, up to the expiry of the period during which the fixed rate chosen by the relevant Borrower is applicable, and (ii) the spread, provided by the Mortgage Loan Agreement, over the index determined pursuant to point (i) above;

9. Mortgage Loans:

   (i) different from Mortgage Loans which qualify as *mutui fondiari* disbursed pursuant to Mortgage Loan Agreements entered into between 28 June 1996 (included) and 18 May 2012 (included);

   (ii) disbursed pursuant to Mortgage Loan Agreements entered into pursuant to art. 38 *et seq.* of the Banking Act between 1 August 1998 (included) and 25 October 2012 (included);

10. Mortgage Loans which do not hold due and unpaid Instalments as at 19 October 2012;

11. Mortgage Loans with reference to which at least an Instalment is due and has been paid, except for Mortgage Loans identified by the following category number, which are expressly included:

   (i) 542943;

   (ii) 570309;

12. Mortgage Loans which provide for monthly, bi-monthly, quarterly, semi-annually or annually Instalments;

13. Mortgage Loans whose residual principal amount outstanding is higher than, or equal to, Euro 10,000;

14. Mortgage Loans whose residual principal amount outstanding is lower than, or equal to, Euro 10,000,000;

15. Mortgage Loans whose relevant Borrower, also in its capacity as co-holder (*cointestatario*) of the relevant Mortgage Loan, as at the Valuation Date, were not employees of the Originator or Creberg, as applicable, or of another entity of the Banco Popolare Banking Group;

16. Mortgage Loans deriving from Mortgage Loan Agreements which have not been entered into pursuant to any law, rule or regulation providing for interest or principal quota financial facilitations of any kind, granted by a third party in favour of the relevant Borrower (so-called "*mutui agevolati*" or "*mutui convenzionati*");

17. Mortgages Loans which have not been granted to ecclesiastic entities;

18. Mortgage Loans deriving from Mortgage Loan Agreements which do not qualify as "agricultural credit" (*credito agrario*) pursuant to article 43, 44 and 45 of the Banking Act, except for Mortgage Loans identified by the following category number, which are expressly included:

   (i) 67911;

   (ii) 73840;

   (iii) 117726;

   (iv) 117747;

   (v) 2042111;

   (vi) 2042115;

   (vii) 2046938;

   (viii) 2049986;

   (ix) 3022181;

   (x) 3029781;

   (xi) 5020257;

   (xii) 5021343;

(xiii) 7044025;

(xiv) 7048293;

(xv) 7049302;

(xvi) 7051037;

(xvii) 7051665;

(xviii) 7054199;

(xix) 7058054;

(xx) 7058612;

(xxi) 7058613;

19. Mortgages Loans which have not been granted to public entities;

20. Mortgage Loans which do not hold any Instalment not yet due but paid, fully or partially, as at the Valuation Date;

21. Mortgage Loans in relation to which, as at 19 November 2012, the Originator or Creberg, as applicable, and the relevant Borrower do not have in force a moratorium agreement which provide for the suspension of payment of the Instalments (either entirely or only for its principal quota);

22. Mortgage Loans secured by a Mortgage on real estate assets located in Italy;

23. Mortgage Loans in relation to which the period during which the relevant Mortgage is subject to claw-back pursuant to article 67 of the Bankruptcy Law has elapsed.

The claims which, as at 19 November 2012, fall within the scope of the abovementioned Criteria, but fall also within the scope of the criteria listed in paragraphs from (i) to (xv) below and do not have any of the characteristics listed in paragraphs from (A) to (G) below, are excluded:

i. mortgage loans disbursed by the Originator or Creberg, as applicable, or by other banks which were subsequently transferred to the Originator or Creberg either by way of merger (*fusione*), de-merger (*scissione*), contribution of going concern (*conferimento di ramo d'azienda*) or transfer of going concern (*cessione di ramo d'azienda*);

ii. mortgage loans whose relevant borrowers (also following split-up (*frazionamento*) or take-over (*accollo*)) are one or more natural person and are all resident in Italy;

iii. mortgage loans which have been fully disbursed and for which there is no obligation to, neither is possible to, disburse any further amount;

iv. mortgage loans denominated in Euro;

v. mortgage loans with reference to which at least one instalment (including a principal component) is due and has been paid;

vi. mortgage loans in relation to which the ratio between (i) the residual principal amount outstanding as at 19 November 2012, and (ii) the value of the reassessed real estate asset, referred to in the following criterion number (vii), as assessed before the date on which the mortgage loan has been granted, is lower than or equal to 80%;

vii. mortgage loans in relation to which the ratio between (i) the residual principal amount outstanding as at 19 November 2012, and (ii) the value of the reassessed real estate asset as assessed before 19 November 2012 is lower than or equal to 80%. For the purposes of Criterion (vi) before, "value of the reassessed real estate asset" means the estimated value of the real estate asset, determined on the basis of technical and economical parameters applied by the Originator and Creberg, as applicable, in the monitoring process of the value of the real estate assets. In order to determine whether his Loan falls within this Criteria, each Borrower may, if he hasn't been provided yet with

such information, ask for the value of the relevant real estate asset at the branch (*filiale*) of the Originator or Creberg, as applicable, where his payments of the Instalments of the Loans are domiciled;

viii. mortgage loans deriving from mortgage loan agreements governed by Italian law;

ix. mortgage loans secured by a mortgage on one or more real estate assets located in Italy, in respect of which the mortgaged real estate asset is a residential real estate asset (meaning that its cadastral category (*categoria catastale*), as at the date on which the mortgage loan has been granted, falls within the cadastral categories A-1, A.2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-11);

x. mortgage loans which fall in one of the following categories:

a. fixed rate mortgage loans whose interest rate is not lower than 1% on an annual basis and not higher than 8.5% on an annual basis. "Fixed rate mortgage loans" means mortgage loans whose applicable interest rate is not subject to any variation throughout the remaining duration of the loan;

b. floating rate mortgage loans:

1. whose spread over the relevant index is higher than 0% on an annual basis and lower than or equal to 4% on an annual basis; or

2. which provide for a cap to the applicable interest rate.

"Floating rate mortgage loans" means mortgage loans whose applicable interest rate is indexed to euribor;

c. so-called mixed rate mortgage loans. "Mixed rate mortgage loans" means mortgage loans in respect of which interest accrues at a fixed rate for a specified period of time determined by the mortgage loan agreement and at a floating rate indexed to euribor thereafter;

d. so-called modular rate mortgage loans. "Modular rate mortgage loans" means mortgage loans which provide for the right, that can be exercised one or more times during the life of the mortgage loan, of the relevant borrower to switch from (A) a floating rate indexed to euribor, to (B) a fixed rate equal to the sum of (i) the swap interest rate for the relevant period (IRS), determined as at the date on which the right to switch has been exercised by the relevant borrower, up to the expiry of the period during which the fixed rate chosen by the relevant borrower is applicable, and (ii) the spread, provided by the mortgage loan agreement, over the index determined pursuant to point (i) above;

xi. mortgage loans with reference to which any instalment due as at 19 November 2012 has been paid;

xii. mortgage loans which provide for monthly, quarterly or semi-annually instalments;

xiii. mortgage loans whose residual principal amount outstanding is higher than, or equal to, Euro 40,000;

xiv. mortgage loans whose residual principal amount outstanding is lower than, or equal to, Euro 1,500,000;

xv. mortgage loans secured by a first economic priority mortgage, meaning:

(i) a first legal priority mortgage; or

(ii) a mortgage having a priority ranking lower than first legal priority provided that all obligations secured by mortgage/mortgages with prevailing priority, have been fully satisfied.

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A. mortgage loans which hold one or more due and not fully paid instalments as at 19 November

2012;

B. mortgage loans deriving from mortgage loan agreements which qualify, as at the date on which the mortgage loan has been granted, as "agricultural credit" (*credito agrario*) pursuant to article 43, 44 and 45 of the Banking Act;

C. mortgage loans granted to one or more companies incorporated as *società semplici*;

D. mortgage loans secured by a mortgage on real estate assets located in Abruzzo Region;

E. mortgage loans in relation to which the period during which the relevant mortgage is subject to claw-back pursuant to article 67 of the Bankruptcy Law has not elapsed yet;

F. mortgage loans which do not comply with the requirements of the circular letter of the Bank of Italy of 27 December 2006 (Title II, Chapter 1, Part I, Section IV). In order to determine whether his mortgage loan falls within this Criterion, each borrower may, if he hasn't been provided yet with such information, ask for such information at the branch (*filiale*) of the Originator or Creberg, as applicable, where his payments of the instalments of the loans are domiciled;

G. mortgage loans in relation to which (i) the relevant borrower has sent to the Originator or Creberg, as applicable, the notice of acceptance of the renegotiation offer, by mail or delivering such offer at a branch (*filiale*) of the Originator or Creberg, as applicable, accepting the renegotiation offer, made pursuant to law decree No. 93 of 27 May 2008, as amended by law No. 126 of 24 July 2008, and the agreement entered into between ABI and *Ministero dell'Economia e delle Finanze*, and (ii) such renegotiation is effective as at 19 November 2012.

Selection Criteria of the Subsequent Portfolio

The Criteria of the Subsequent Portfolio as at the 10 October 2016 (the "**Subsequent Valuation Date**") (or the different date specified in the relevant criteria) meet the following criteria:

1. Mortgage Loans disbursed by the Originator or by other banks which were subsequently transferred to the Originator, either by way of merger (*fusione*), de-merger (*scissione*), contribution of going concern (*conferimento di ramo d'azienda*) or transfer of going concern (*cessione di ramo d'azienda*);

2. Mortgage Loans whose relevant Borrower (also following split-up (*frazionamento*) or take-over (*accollo*)), **(i)** in compliance with the selection criteria set forth by the circular letter of the Bank of Italy No. 140 of 11 February 1991 (as subsequently amended), falls within the SAE activity sectors ("*settore di attività economica*") No. 600 ("*famiglie consumatrici*"), No. 614 ("*artigiani*") or No. 615 ("*famiglie produttrici*") and **(ii)** are resident in Italy (if they are a natural person) or whose registered office is in Italy (if they are incorporated as *società semplici*);

3. Mortgage Loans which have been fully disbursed and for which there is no obligation to, neither is possible to, disburse any further amount;

4. Mortgage Loans denominated in Euro;

5. Mortgage Loans in relation to which the ratio between (i) the residual principal amount outstanding of the Loan as at relevant the Valuation Date and (ii) the value of the reassessed real estate asset as assessed before the Initial Signing Date is lower than or equal to 130%. For the purposes of this Criterion, "value of the reassessed real estate asset" means the estimated value of the real estate asset, determined on the basis of technical and economical parameters applied by the Originator in the monitoring process of the value of the real estate assets. In order to determine whether his Loan falls within this Criterion, each Borrower may, if he hasn't been provided yet with such information, ask for the value of the relevant real estate asset at the branch (*filiale*) of the Originator, where his payments of the Instalments of the Loans are domiciled;

6. Mortgage Loans deriving from Mortgage Loan Agreements governed by Italian law;

7. with reference to Mortgage Loans whose relevant Borrower, in compliance with the selection criteria set forth by the circular letter of the Bank of Italy No. 140 of 11 February 1991 (as subsequently amended), falls within the SAE activity sectors ("*settore di attività economica*") No. 600 ("*famiglie consumatrici*"), No. 614 ("*artigiani*") or No. 615 ("*famiglie produttrici*"): Mortgage Loans secured by a Mortgage on one or more real estate assets located in Italy, in respect of which the mortgaged real estate asset is a residential real estate asset (meaning that its cadastral category (*categoria catastale*), as at the date on which the Mortgage Loan has been granted, falls within at least of one the following cadastral categories: A-1, A.2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A11);

8. Mortgage Loans which fall in one of the following categories:

   (a) fixed rate Mortgage Loans, being those Mortgage Loans whose interest rate is not subject to any variation throughout the remaining duration of the loan;

   (b) floating rate Mortgage Loans (including Mortgage Loans which provide for a cap on the applicable interest rate), being those Mortgage Loans whose applicable interest rate is linked to an index provided by the Mortgage Loan Agreement with reference to all the remaning duration of the loan;

   (c) “mixed” rate Mortgage Loans, being Mortgage Loans in respect of which interest accrues at a fixed rate for a specified period of time determined by the Mortgage Loan Agreement and at a floating rate thereafter, or *viceversa*; or

   (d) “modular” rate Mortgage Loans, being those Mortgage Loans which provide for the right, that can be exercised one or more times during the life of the Mortgage Loan, of the relevant Borrower to switch from (A) a floating rate, to (B) a fixed rate equal to the sum of (i) the swap interest rate for the relevant period (IRS), determined as at the date on which the right to switch has been exercised by the relevant Borrower, up to the expiry of the period during which the fixed rate chosen by the relevant Borrower is applicable, and (ii) the spread, provided by the Mortgage Loan Agreement, over the index determined pursuant to point (i) above;

9. Mortgage Loans:

   (i) different from Mortgage Loans which qualify as *mutui fondiari* disbursed pursuant to Mortgage Loan Agreements entered into between 24 July 1998 (included) and 8 April 2016 (included);

   (ii) disbursed pursuant to Mortgage Loan Agreements entered into pursuant to art. 38 *et seq.* of the Banking Act between 14 August 1998 (included) and 30 June 2016 (included);

10. Mortgage Loans which do not hold due and unpaid Instalments as at 9 September 2016;

11. Mortgage Loans with reference to which at least an Instalment is due and has been paid;

12. Mortgage Loans which provide for monthly, bi-monthly, quarterly, semi-annually or annually Instalments;

13. Mortgage Loans whose residual principal amount outstanding is higher than, or equal to, Euro 10,000;

14. Mortgage Loans whose residual principal amount outstanding is lower than, or equal to, Euro 10,000,000;

15. Mortgage Loans whose relevant Borrower, also in its capacity as co-holder (*cointestatario*) of the relevant Mortgage Loan, as at the Valuation Date, were not employees of the Originator or of another entity of the Banco Popolare Banking Group;

16. Mortgage Loans deriving from Mortgage Loan Agreements which have not been entered into

pursuant to any law, rule or regulation providing for interest or principal quota financial facilitations of any kind, granted by a third party in favour of the relevant Borrower (so-called "*mutui agevolati*" or "*mutui convenzionati*");

17. Mortgages Loans which have not been granted to ecclesiastic entities;

18. Mortgages Loans which have not been granted to public entities;

19. Mortgage Loans which do not hold any Instalment not yet due but paid, fully or partially, as at the Valuation Date;

20. Mortgage Loans in relation to which, as at 10 October 2016, the Originator or Creberg, as applicable, and the relevant Borrower do not have in force a moratorium agreement which provide for the suspension of payment of the Instalments (either entirely or only for its principal quota);

21. Mortgage Loans secured by a Mortgage on real estate assets located in Italy;

22. Mortgage Loans in relation to which the period during which the relevant Mortgage is subject to claw-back pursuant to article 67 of the Bankruptcy Law has elapsed.

The claims which, as at 10 October 2016, fall within the scope of the abovementioned Criteria, but fall also within the scope of the criteria listed in paragraphs from (i) to (xv) below and do not have any of the characteristics listed in paragraphs from (A) to (G) below, are excluded:

i. mortgage loans disbursed by the Originator or by other banks which were subsequently transferred to the Originator or Creberg either by way of merger (*fusione*), de-merger (*scissione*), contribution of going concern (*conferimento di ramo d'azienda*) or transfer of going concern (*cessione di ramo d'azienda*);

ii. mortgage loans whose relevant borrowers (also following split-up (*frazionamento*) or take-over (*accollo*)) are one or more natural person and are all resident in Italy;

iii. mortgage loans which have been fully disbursed and for which there is no obligation to, neither is possible to, disburse any further amount;

iv. mortgage loans denominated in Euro;

v. mortgage loans with reference to which at least one instalment (including a principal component) is due and has been paid;

vi. mortgage loans in relation to which the ratio between (i) the residual principal amount outstanding as at 10 October 2016, and (ii) the value of the reassessed real estate asset, referred to in the following criterion number (vii), as assessed before the date on which the mortgage loan has been granted, is lower than or equal to 80%;

vii. mortgage loans in relation to which the ratio between (i) the residual principal amount outstanding as at 10 October 2016, and (ii) the value of the reassessed real estate asset as assessed before 10 October 2016 is lower than or equal to 80%.

For the purposes of Criterion (vi) before, "value of the reassessed real estate asset" means the estimated value of the real estate asset, determined on the basis of technical and economical parameters applied by the Originator in the monitoring process of the value of the real estate assets. In order to determine whether his Loan falls within this Criteria, each Borrower may, if he hasn't been provided yet with such information, ask for the value of the relevant real estate asset at the branch (*filiale*) of the Originator where his payments of the Instalments of the Loans are domiciled;

viii. mortgage loans deriving from mortgage loan agreements governed by Italian law;

ix. mortgage loans secured by a mortgage on one or more real estate assets located in Italy, in respect of which the mortgaged real estate asset is a residential real estate asset (meaning that its cadastral category (*categoria catastale*), as at the date on which the mortgage loan has been granted, falls

within the cadastral categories A-1, A.2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-11), including mortgage loans whose mortgage is on real estate assets falling in the preceding categories with regard to the so-called appliances (*pertinenze*) which fall into the following cadastral categories: C2, C6 and C7;

x. mortgage loans which fall in one of the following categories:

   a. fixed rate mortgage loans whose interest rate is not lower than 1% on an annual basis and not higher than 8.5% on an annual basis. “Fixed rate mortgage loans” means mortgage loans whose applicable interest rate is not subject to any variation throughout the remaining duration of the loan;

   b. floating rate mortgage loans:

      1. whose spread over the relevant index is higher than 0% on an annual basis and lower than or equal to 4% on an annual basis; or

      2. which provide for a cap to the applicable interest rate.

      “Floating rate mortgage loans” means mortgage loans whose applicable interest rate is indexed to euribor;

   c. so-called mixed rate mortgage loans. “Mixed rate mortgage loans” means mortgage loans in respect of which interest accrues at a fixed rate for a specified period of time determined by the mortgage loan agreement and at a floating rate indexed to euribor thereafter;

   d. so-called modular rate mortgage loans. “Modular rate mortgage loans” means mortgage loans which provide for the right, that can be exercised one or more times during the life of the mortgage loan, of the relevant borrower to switch from (A) a floating rate indexed to euribor, to (B) a fixed rate equal to the sum of (i) the swap interest rate for the relevant period (IRS), determined as at the date on which the right to switch has been exercised by the relevant borrower, up to the expiry of the period during which the fixed rate chosen by the relevant borrower is applicable, and (ii) the spread, provided by the mortgage loan agreement, over the index determined pursuant to point (i) above;

xi. mortgage loans with reference to which any instalment due as at 10 October 2016 has been paid;

xii. mortgage loans which provide for monthly, quarterly or semi-annually instalments;

xiii. mortgage loans whose residual principal amount outstanding is higher than, or equal to, Euro 10,000;

xiv. mortgage loans whose residual principal amount outstanding is lower than, or equal to, Euro 1,500,000;

xv. mortgage loans secured by a first economic priority mortgage, meaning:

   (i) a first legal priority mortgage; or

   (ii) a mortgage having a priority ranking lower than first legal priority provided that all obligations secured by mortgage/mortgages with prevailing priority, have been fully satisfied.

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A. mortgage loans which hold one or more due and not fully paid instalments as at 10 October 2016;

B. mortgage loans deriving from mortgage loan agreements which qualify, as at the date on which the mortgage loan has been granted, as "agricultural credit" (*credito agrario*) pursuant to article 43, 44 and 45 of the Banking Act;

C. mortgage loans granted to one or more companies incorporated as *società semplici*;

D. mortgage loans secured by a mortgage on real estate assets located in Abruzzo Region;

E. mortgage loans in relation to which the period during which the relevant mortgage is subject to claw-back pursuant to article 67 of the Bankruptcy Law has not elapsed yet;

F. mortgage loans which do not comply with the requirements of the EU Regulation No. 575/2013 of the European Parliament and the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms: Part Three, Title II, Chapter 2, Section 2, Articles 124, 125, 126 and Part Three, Title II, Chapter 4, Section 3, Sub-Section 1, Article 208. In order to determine whether his mortgage loan falls within this Criterion, each borrower may, if he hasn't been provided yet with such information, ask for such information at the branch (*filiale*) of the Originator or Creberg, as applicable, where his payments of the instalments of the loans are domiciled;

G. mortgage loans in relation to which (i) the relevant borrower has sent to the Originator the notice of acceptance of the renegotiation offer, by mail or delivering such offer at a branch (*filiale*) of the Originator, accepting the renegotiation offer, made pursuant to law decree No. 93 of 27 May 2008, as amended by law No. 126 of 24 July 2008, and the agreement entered into between ABI and *Ministero dell'Economia e delle Finanze*, and (ii) such renegotiation is effective as at 10 October 2016.

MAIN CHARACTERISTICS OF THE PORTFOLIO

All information and statistical data contained below in this section are representative of the characteristics of the Portfolio as at the 10th October 2016 (the "**Reference Date**"). Accordingly, the information in relation to the Portfolio set out below does not necessarily reflect the composition of the Portfolio on the Subsequent Issue Date.

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

Originator		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
Banco Popolare	5034	29.321	100,00%	2.741.979.657	100,00%
		-	0,00%	-	0,00%
Total		29.321	100%	2.741.979.657	100,00%

Interest type		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
fisso	F	6.848	23,36%	589.537.968	21,50%
variabile	V	22.473	76,64%	2.152.441.689	78,50%
		-	0,00%	-	0,00%
Total		29.321	100,00%	2.741.979.657	100,00%

Base Index type (Floating loans)	Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Weighted Average Spread
BCE	1.006	3,43%	66.775.029	2,44%	0,03
Eur 1m	10.122	34,52%	1.028.650.044	37,51%	1,55
Eur 3m	11.017	37,57%	1.043.220.980	38,05%	1,92
Eur 6m	328	1,12%	13.795.636	0,50%	1,56
Total	22.473	76,64%	2.152.441.689	78,50%	1,38%

Property Region	Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
ABRUZZO	173	0,59%	12.115.344	0,44%
BASILICATA	20	0,07%	1.378.746	0,05%
CALABRIA	51	0,17%	4.993.183	0,18%
CAMPANIA	687	2,34%	59.620.250	2,17%
EMILIA ROMAGNA	3.877	13,22%	357.906.252	13,05%
FRIULI VENEZIA GIULIA	298	1,02%	21.820.540	0,80%
LAZIO	1.819	6,20%	215.385.781	7,86%
LIGURIA	1.884	6,43%	150.134.940	5,48%
LOMBARDIA	8.377	28,57%	826.447.284	30,14%
MARCHE	56	0,19%	4.513.996	0,16%
MOLISE	111	0,38%	8.402.565	0,31%
PIEMONTE	2.852	9,73%	248.118.505	9,05%
PUGLIA	224	0,76%	20.978.907	0,77%
SARDEGNA	90	0,31%	10.416.549	0,38%
SICILIA	1.338	4,56%	120.604.863	4,40%
TOSCANA	2.934	10,01%	261.825.351	9,55%
TRENTINO ALTO ADIGE	167	0,57%	18.593.484	0,68%
UMBRIA	152	0,52%	11.716.048	0,43%
VALLE D'AOSTA	97	0,33%	9.276.461	0,34%
VENETO	4.114	14,03%	377.730.605	13,78%
	-	0,00%	-	0,00%
Total	29.321	100,00%	2.741.979.657	100,00%

Date of Origination		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
	<=31/12/2004	1.845	6,29%	48.439.561	1,77%
>=01/01/2005	<=31/12/2005	775	2,64%	37.130.702	1,35%
>=01/01/2006	<=31/12/2006	1.924	6,56%	157.218.627	5,73%
>=01/01/2007	<=31/12/2007	3.451	11,77%	314.318.730	11,46%
>=01/01/2008	<=31/12/2008	2.775	9,46%	264.325.785	9,64%
>=01/01/2009	<=31/12/2009	3.403	11,61%	299.866.735	10,94%
>=01/01/2010	<=31/12/2010	4.261	14,53%	429.323.096	15,66%
>=01/01/2011	<=31/12/2011	4.019	13,71%	452.005.806	16,48%
>=01/01/2012	<=31/12/2012	1.489	5,08%	149.899.046	5,47%
>=01/01/2013	<=30/06/2013	618	2,11%	59.378.593	2,17%
>=01/07/2013	<=31/12/2013	672	2,29%	65.760.412	2,40%
>=01/01/2014	<=30/06/2014	576	1,96%	58.915.242	2,15%
>=01/07/2014	<=31/12/2014	620	2,11%	66.934.894	2,44%
>=01/01/2015	<=30/06/2015	917	3,13%	105.200.454	3,84%
>=01/07/2015	<=31/12/2015	1.004	3,42%	115.250.882	4,20%
>=01/01/2016		972	3,32%	118.011.091	4,30%
Total		29.321	100%	2.741.979.657	100%

Date of Maturity		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
	<=31/12/2014	-	0,00%	-	0,00%
>=01/01/2014	<=31/12/2016	216	0,74%	514.857	0,02%
>=01/01/2017	<=31/12/2020	3.287	11,21%	67.856.105	2,47%
>=01/01/2021	<=31/12/2024	3.516	11,99%	187.145.546	6,83%
>=01/01/2025	<=31/12/2028	3.639	12,41%	299.997.386	10,94%
>=01/01/2029	<=31/12/2031	3.279	11,18%	298.663.734	10,89%
>=01/01/2032	<=31/12/2035	3.787	12,92%	389.856.685	14,22%
>=01/01/2036	<=31/12/2039	6.357	21,68%	773.855.728	28,22%
>=01/01/2040	<=31/12/2043	4.138	14,11%	556.802.061	20,31%
>=01/01/2044	<=31/12/2047	1.101	3,75%	166.835.617	6,08%
>=01/01/2048		1	0,00%	451.937	0,02%
Total		29.321	100,00%	2.741.979.656,55	100,00%

Original Loan Amount		Number of Loans	% of Total Number of Loans	Original Balance (€)	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
	<=20000	412	1,41%	6.892.028	4.686.609	0,17%
>20000	<=40000	2.522	8,60%	82.219.081	49.137.797	1,79%
>40000	<=60000	3.630	12,38%	186.274.324	115.183.739	4,20%
>60000	<=80000	3.602	12,28%	257.848.912	161.478.258	5,89%
>80000	<=100000	3.379	11,52%	313.332.638	216.573.064	7,90%
>100000	<=300000	14.640	49,93%	2.349.176.391	1.800.768.529	65,67%
>300000	<=400000	575	1,96%	201.720.878	145.306.444	5,30%
>400000	<=500000	253	0,86%	116.250.784	84.177.477	3,07%
>500000	<=600000	94	0,32%	52.254.225	30.508.998	1,11%
>600000	<=700000	47	0,16%	31.218.241	19.738.298	0,72%
>700000	<=800000	42	0,14%	32.318.631	20.391.180	0,74%
>800000	<=900000	28	0,10%	24.183.111	15.208.265	0,55%
>900000	<=1000000	23	0,08%	22.522.188	9.017.848	0,33%
>1000000	<=2000000	59	0,20%	86.073.194	43.692.515	1,59%
>2000000	<=3000000	12	0,04%	30.347.873	14.993.761	0,55%
>3000000	<=4000000	1	0,00%	4.000.000	3.814.661	0,14%
>4000000	<=5000000	1	0,00%	4.500.000	3.337.160	0,12%
>5000000		1	0,00%	5.600.000	3.965.054	0,14%
Total		29.321	100,00%	3.806.732.500	2.741.979.657	100,00%

Current Loan Outstanding		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
	<=20000	3.553	12,12%	38.288.340	1,40%
>20000	<=40000	4.325	14,75%	129.210.153	4,71%
>40000	<=60000	3.592	12,25%	177.984.171	6,49%
>60000	<=80000	3.317	11,31%	231.918.363	8,46%
>80000	<=100000	3.251	11,09%	293.046.706	10,69%
>100000	<=200000	9.346	31,87%	1.273.518.229	46,45%
>200000	<=300000	1.396	4,76%	329.312.802	12,01%
>300000	<=400000	301	1,03%	103.757.861	3,78%
>400000	<=500000	115	0,39%	50.562.947	1,84%
>500000	<=600000	46	0,16%	25.448.868	0,93%
>600000	<=700000	17	0,06%	10.874.067	0,40%
>700000	<=800000	14	0,05%	10.455.199	0,38%
>800000	<=900000	9	0,03%	7.566.269	0,28%
>900000	<=1000000	10	0,03%	9.396.114	0,34%
>1000000	<=2000000	23	0,08%	33.295.122	1,21%
>2000000	<=3000000	3	0,01%	6.227.569	0,23%
>3000000	<=4000000	3	0,01%	11.116.876	0,41%
>4000000	<=5000000	-	0,00%	-	0,00%
>5000000		-	0,00%	-	0,00%
Total		29.321	100,00%	2.741.979.657	100,00%

Seasoning		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Weighted Average Seasoning (Years)
	<=2	3.463	11,81%	400.419.309	14,60%	0,90
>2	<=4	2.565	8,75%	253.800.381	9,26%	3,02
>4	<=6	6.862	23,40%	746.566.798	27,23%	5,17
>6	<=7	4.190	14,29%	390.553.338	14,24%	6,45
>7	<=8	2.802	9,56%	252.360.856	9,20%	7,50
>8	<=9	2.956	10,08%	287.479.171	10,48%	8,51
>9	<=10	3.128	10,67%	268.191.587	9,78%	9,42
>10		3.355	11,44%	142.608.217	5,20%	11,38
Total		29.321	100,00%	2.741.979.657	100,00%	5,83

Remaining Term		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Weighted Average Remaining Term (Years)
	<=5	3.946	13,46%	85.329.019	3,11%	3,53
>5	<=10	4.679	15,96%	295.891.742	10,79%	7,97
>10	<=15	4.743	16,18%	417.351.505	15,22%	12,81
>15	<=20	5.112	17,43%	533.216.930	19,45%	17,76
>20	<=25	8.330	28,41%	1.036.583.997	37,80%	22,58
>25	<=30	2.451	8,36%	362.540.328	13,22%	27,25
>30		60	0,20%	11.066.136	0,40%	30,61
Total		29.321	100,00%	2.741.979.657	100,00%	18,64

Original LTV		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Average Outstanding Pricipal Amount (€)
	<=0,1	3.150	10,74%	57.008.408	2,08%	18.098
>0,1	<=0,2	3.607	12,30%	161.691.595	5,90%	44.827
>0,2	<=0,3	3.257	11,11%	218.039.510	7,95%	66.945
>0,3	<=0,4	2.935	10,01%	254.716.677	9,29%	86.786
>0,4	<=0,5	2.593	8,84%	271.984.692	9,92%	104.892
>0,5	<=0,6	2.099	7,16%	259.477.391	9,46%	123.620
>0,6	<=0,7	1.902	6,49%	248.929.317	9,08%	130.878
>0,7	<=0,8	1.641	5,60%	221.606.707	8,08%	135.044
>0,8	<=0,9	4.312	14,71%	563.462.774	20,55%	130.673
>0,9		3.825	13,05%	485.062.585	17,69%	126.814
Total		29.321	100,00%	2.741.979.657	100,00%	93.516

Current LTV		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Average Outstanding Pricipal Amount (€)
	<=0,1	3.823	13,04%	77.890.365	2,84%	20.374
>0,1	<=0,2	4.381	14,94%	209.990.995	7,66%	47.932
>0,2	<=0,3	3.253	11,09%	233.240.059	8,51%	71.700
>0,3	<=0,4	2.627	8,96%	251.122.927	9,16%	95.593
>0,4	<=0,5	2.244	7,65%	255.686.729	9,32%	113.942
>0,5	<=0,6	1.908	6,51%	246.355.884	8,98%	129.117
>0,6	<=0,7	1.744	5,95%	240.716.984	8,78%	138.026
>0,7	<=0,8	1.509	5,15%	208.396.337	7,60%	138.102
>0,8	<=0,9	4.219	14,39%	554.817.305	20,23%	131.504
>0,9		3.613	12,32%	463.762.072	16,91%	128.359
Total		29.321	100,00%	2.741.979.657	100,00%	93.516

Method of Payment		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)
C/C	Conto Corrente	27.568	94,02%	2.589.635.128	94,44%
MAV	MAV	25	0,09%	594.891	0,02%
PER CASSA	Cassa	288	0,98%	22.532.411	0,82%
RID	RID	1.440	4,91%	129.217.227	4,71%
Total		29.321	100,00%	2.741.979.657	100,00%

Interest Rate (rate of last instalment due and paid)		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Weighted Average Interest Rate
	<=2	19.045	64,95%	1.827.529.898	66,65%	1,08%
>2	<=3	3.342	11,40%	354.341.526	12,92%	2,50%
>3	<=4	1.980	6,75%	200.866.178	7,33%	3,57%
>4	<=5	2.081	7,10%	159.577.339	5,82%	4,46%
>5	<=6	2.035	6,94%	139.712.293	5,10%	5,51%
>6	<=7	811	2,77%	58.799.855	2,14%	6,27%
>7	<=8	25	0,09%	1.096.445	0,04%	7,14%
>8		2	0,01%	56.123	0,00%	8,13%
Total		29.321	100,00%	2.741.979.657	100,00%	

Type of Property	Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Average Outstanding Pricipal Amount (€)
Residential (House)	2.455	8,37%	284.282.056	10,37%	115.797
Residential (Flat/Apartment)	23.528	80,24%	2.138.895.632	78,01%	90.909
Partially commercial use	414	1,41%	39.297.457	1,43%	94.921
Commercial use	1.509	5,15%	125.259.265	4,57%	83.008
other	1.415	4,83%	154.245.246	5,63%	109.007
Total	29.321	100,00%	2.741.979.657	100,00%	98.949

Frequency		Number of Loans	% of Total Number of Loans	Outstanding Principal Amount (€)	Outstanding Principal Amount (%)	Average Outstanding Pricipal Amount (€)
Monthly	MENSILE	28.121	95,91%	2.650.791.649	96,67%	94.264
Quarterly	TRIMESTRALE	489	1,67%	41.043.476	1,50%	83.933
Semi annual	SEMESTRALE	652	2,22%	48.316.173	1,76%	74.105
Annual	ANNUALE	58	0,20%	1.828.359	0,07%	31.523
Total		29.321	100,00%	2.741.979.657	100,00%	

THE ORIGINATOR, THE SERVICER AND THE TRANSACTION BANK

BANCO POPOLARE - SOCIETÀ COOPERATIVA

Overview

Incorporation

Banco Popolare Società Cooperativa (the "**Originator**" or "**Servicer**" or "**Banco Popolare**") was incorporated on 1 July 2007 as a result of the merger (the "**Merger**") between Banco Popolare di Verona e Novara società cooperativa a responsabilità limitata ("**BPVN**") and Banca Popolare Italiana – Banca Popolare di Lodi Società Cooperativa ("**BPI**"), which came into effect on 1 July 2007. Banco Popolare, together with its subsidiaries, is referred to as the "**Banco Popolare Group**" or the "**Group**". The Originator's term of duration has been established as up until 31 December 2040, and may be extended.

Following the closure of the London branch of Banco Popolare, Banco Popolare is acting also as Transaction Bank through its Italian branch.

History of the Group

BPVN

BPVN was formed in 2002 following the merger between Banca Popolare di Verona – Banco S.Geminiano e S.Prospero Società cooperativa di credito a responsabilità limitata ("BPV") and Banca Popolare di Novara Società cooperativa a responsabilità limitata ("BPN"). BPV was founded as Banca Mutua Popolare di Verona on 21 June 1867 as the seventh cooperative bank to be incorporated in Italy. Since then, BPV expanded, starting in 1935 with the acquisition of Banca Cattolica Veronese, and with the opening of branches and acquisitions of other lending institutions. In Italy, BPV merged with the Modena-based Banco S.Geminiano e S.Prospero S.p.A. in 1995 and, in 1997, took control of Credito Bergamasco S.p.A., a banking institution in the North of Italy, whose shares are listed on the screen-based market of the Italian Stock Exchange Mercato Telematico Azionario (the "MTA"). In 1998, BPV shares were admitted to trading on the MTA. On the international front BPV opened a Luxembourg branch in 1991, and in 1994 founded Banca Popolare di Verona International S.A.

BPN was incorporated as a limited cooperative lending company by Royal Decree on 17 September 1871. Since the early 1900s, BPN grew in northern and central Italy through the opening of branches as well as through the consolidation of several small-sized local banks. This continued through to the 1970s, together with the opening of representative offices in various foreign cities (for example, London and Frankfurt). In 1978 BPN shares were admitted to trading on the Italian Stock Exchange. In the 1980s, BPN opened branches outside Italy (Banca Interpopolare di Zurigo e Lugano), as well as in Central and Southern Italy (the consolidation of Banca Popolare di Pisa, Banca Popolare di La Spezia e Lunigiana, Banca Popolare di Nola, Banca Popolare di Catania and Credito Campano). BPN also acquired equity investments in ancillary lending sectors (INCE, Efibanca, Sogepo and Compagnia Finanziaria Ligure Piemontese), and took control of Banca Popolare di Lecco, Banca Sannitica and Banque de I'Union Maritime et Financière de Paris. In 1991, Banca Novara International S.A. was formed in Luxembourg. In the early 1990s, BPN undertook a reorganisation and rationalisation process, which included the consolidation of INCE and Banca Sannitica and the disposal of a range of equity investments.

BPI

BPI was incorporated in 1864 and was the first cooperative bank established in Italy. It was formed to promote savings by local customers and to provide banking services to support their business activities. BPI was listed on the Mercato Ristretto of the Italian Stock Exchange in 1981 and has been listed on the MTA since 1998. In June 2005, BPI changed its name from Banca Popolare di Lodi S.c.a.r.l. to Banca Popolare Italiana – Banca Popolare di Lodi Società Cooperativa. BPI together with its consolidated subsidiaries (the "BPI Group"), has a strong presence in the Italian banking sector with significant

operations in several Italian regions. Since 1995, BPI has expanded its operations into most regions of Italy, including Tuscany, Sicily, Liguria and Abruzzo and, as at 31 December 2006, the BPI Group conducted operations through 971 branches in Italy and two branches outside of Italy.

The BPI Group's business mainly involves the provision of commercial banking products and services. To complement its traditional banking activities, the BPI Group has, over the past years, expanded the products and services it offers to customers through various fee-generating activities, including retail banking, investment banking, consumer lending, asset management and real estate activities. Individuals, income generating households and small to medium-sized enterprises ("SMEs") constitute the core of its customer base.

The Merger

Banco Popolare was incorporated on 1 July 2007 as a result of the Merger between BPVN and BPI.

The Merger and the incorporation of Banco Popolare were approved at meetings of the respective shareholders of BPVN and BPI, each held on 10 March 2007. The Merger involved: (i) the establishment of Banco Popolare as a new company, with ordinary shares listed on the Italian Stock Exchange; (ii) the contribution of part of BPI's business, comprising the BPI branch network located predominantly in areas where BPI originated and all controlling interests in other banks that constitute the BPI Group, into a newly incorporated joint stock company (Banca Popolare di Lodi S.p.A.) wholly owned by Banco Popolare, with its registered office and administrative head office in Lodi; (iii) the contribution of part of BPVN's business, comprising the BPVN branch network located mainly in the areas where BPVN originated, into a newly incorporated joint stock company (Banca Popolare di Verona – San Geminiano e San Prospero S.p.A.) wholly owned by Banco Popolare, with registered office and administrative head office in Verona; and (iv) finally, the registration with the relevant companies registers (i.e. Lodi and Verona) of the deed of merger with effect from 1 July 2007.

The deed of merger contains all the information required by Italian law for the Merger to take place and to incorporate Banco Popolare as a new company. The contribution of part of the business of BPVN to Banca Popolare di Verona – S. Geminiano e S. Prospero S.p.A. and of BPI to Banca Popolare di Lodi S.p.A. described above took place immediately before the Merger came into effect.

According to Article 2504-bis of the Italian Civil Code, Banco Popolare, as the company resulting from the Merger, has assumed all rights and liabilities of BPVN and BPI as at the date of the Merger and has replaced BPVN and BPI in all their respective contractual relationships and judicial proceedings commenced before the Merger.

On 15 July 2011, the Supervisory Board and the Management Board of Banco Popolare approved the guidelines of a project aimed at the realisation of a new model of major "*banca popolare*" at the service of the territory, resulting from the integration process – by way of mergers by incorporation – in Banco Popolare of the following so-called territory banks: Banca Popolare di Verona – S.Geminiano e S.Prospero, Banca Popolare di Novara, Banca Popolare di Lodi, Cassa di Risparmio di Lucca Pisa Livorno, Banca Popolare di Cremona and Banca Popolare di Crema.

Organisational structure and territorial network

The Group operates in Italy in all banking and financial sectors. It also has subsidiaries and branches in other European countries, and several representation offices in Asia. Banco Popolare's registered and administrative office is in Verona and it has administrative offices in Lodi and Novara. In addition to its role as parent company, Banco Popolare also operates as a bank, organised into divisions on a territorial basis, and is dedicated to its traditional roots, as follows:

- The Banca Popolare di Verona division which operates with the trademarks: Banca popolare di Verona, Banco S. Geminiano e S. Prospero, Banco S. Marco, Banca Popolare del Trentino and Cassa di Risparmio di Imola;

- The Banca Popolare di Lodi division which operates with the trademarks: Banca Popolare di Lodi, Cassa di Risparmi di Lucca Pisa e Livorno, Banco di Chiavari e della Riviera Ligure, Banca Popolare di Cremona and Banca Popolare di Crema;

- The Banca Popolare di Novara division which operates with the trademarks: Banca Popolare di Novara and Banco Popolare Siciliano:

- The Credito Bergamasco division which operates with the trademark Credito Bergamasco.

In 2014, following a merger by incorporation of Credito Bergamasco, Banco Popolare further simplified its organisational model by rationalising Credito Bergamasco's local management.

Banca Italease S.p.A. ("**Banca Italease**") was merged into Banco Popolare on 16 March 2015 with effect for accounting and tax purposes as of 1 January 2015.

Banco Popolare operates abroad through an international network made up of banks, representative offices and international desks. Its also boasts relations with around 3,000 correspondent banks. The Group's foreign operations include a subsidiary company, Banca Aletti Suisse, and Representative Offices in China (Hong Kong and Shanghai), India (Mumbai) and Russia (Moscow).

Banco Popolare core business

The object of Banco Popolare is is to collect savings and provide loans in various forms, for the benefit of both shareholders and non-shareholders, in accordance with the principles of cooperative lending. In accordance with applicable regulations and after obtaining the necessary authorisations, Banco Popolare may carry out all banking, financial and insurance transactions and services, including the setting up and managing of open or closed-end pension funds, and other activities that may be performed by lending institutions, including bond issues, financing activity regulated by special laws and purchase and sale of business receivables.

Banco Popolare may implement any other transaction that is useful or in any way related to the achievement of its corporate purpose. In order to pursue its objectives, Banco Popolare may take up membership of associations and consortia.

In its capacity as the bank exercising the activity of management and coordination of the Banco Popolare Banking Group pursuant to Article 61(4) of the Italian Banking Act, Banco Popolare provides guidelines to Group members, including for the purpose of executing instructions issued by the supervisory authorities and in the interest of Group stability.

Principal Shareholders

Article 30 of the Italian Banking Act limits the aggregate amount of ordinary shares that can be held by a shareholder in a cooperative bank to a maximum of 1 per cent. of the share capital. In the event that this threshold is exceeded, the relevant shareholder must sell the amount of shares in excess of such limit within one year of notice being given by Banco Popolare of the breach of this limit. However, higher limits apply to certain funds and other entities that invest in securities on behalf of groups of investors (*organismi d'investimento collettivo in valori mobiliari*).

In addition, pursuant to Article 120 of Italian Legislative Decree No. 58 of 24 February 1998, as amended, (the "**Italian Finance Act**") shareholders who hold more than 3 per cent. of the share capital of a listed company are obliged to notify that company and the Italian regulator, CONSOB, of their holding.

As at 18 September 2016 (source: CONSOB), the significant shareholders of Banco Popolare are the following:

Shareholder	% of the Ordinary Share Capital
NORGES BANK	3.464
FONDAZIONE CASSA DI RISPARMIO DI LUCCA	2.891

Corporate Governance System

The corporate governance of Banco Popolare is based on a "traditional" corporate governance system based on a Board of Directors and a Board of Statutory Auditors.

The Board of Directors is responsible for managing the corporate business of Banco Popolare, as well as for implementing Banco Popolare's strategic guidelines and objectives, and is assisted by the Executive Committee, the Managing Director and the General Management.

The Executive Committee, which is vested with a series of delegated powers in respect of day-to-day operations, consists of seven directors, including by right the Chairman of the Board of Directors, the two Deputy Chairmen and the Managing Director. Two of the other three members are chosen from among the board members who meet the requirements specified in the first paragraph of Article 29.1 of the Articles of Association. (for further details please see the paragraph entitled "*Board of Directors*" below).

The Board of Statutory Auditors is appointed by the Shareholders' Meetings based on a list of nominees. The nomination mechanism requires that the Chairman of the Board of Statutory Auditors be drawn from the minority list.

Board of Directors

Pursuant to Article 29.1 of the Articles of Association, management of Banco Popolare is exercised by the Board of Directors appointed by the Shareholders' Meeting.

The Board of Directors is composed of 24 (twenty-four) Board Members, of whom no less than 3 (three) and no more than 4 (four) are chosen from among the high-ranking executives of the Company or of the Group banking companies or amongst persons who hold or have held for more than 12 months the office of Managing Director of the Company or of Group banking companies.

The remaining members of the Board of Directors shall not receive powers of attorney or individually perform, even on a *de facto* basis, duties pertaining to corporate management, unless they participate in the Executive Committee.

Without prejudice to the above, 16 (sixteen) Board Members other than those meeting the requirements specified in the first paragraph of the Article 29.1 of the Articles of Association shall be chosen as follows:

(i) 6 (six) from among shareholders resident in regions of Veneto and Emilia-Romagna, other than those residing in the provinces of Parma and Piacenza (the "**Traditional Verona Area**");

(ii) 6 (six), of whom 1 (one) resident in the provinces of Lucca, Pisa or Livorno, from among shareholders resident in the regions of Lombardy (other than those residing in the province of Pavia), Tuscany and in the provinces of Parma, Piacenza, Genoa and La Spezia (the "**Traditional Lodi Area**”

(iii) 4 (four) from among shareholders resident in regions of Piedmont, Valle d'Aosta, Lazio, in the southern regions of Italy, in the Islands and in the provinces of Pavia, Savona and Imperia (the "**Traditional Novara Area**").

Hereinafter the Traditional Verona Area, the Traditional Lodi Area and the Traditional Novara Area shall be jointly referred to as the "**Traditional Areas**".

The Chairman of the Board of Directors is elected by the Shareholders' Meeting from among shareholders residing in any one of the Traditional Areas. The two Deputy Chairmen are chosen from among non-executive directors and drawn from the same list as the Chairman from among shareholders residing in one of the three Traditional Areas, **provided that** the Chairman and the Deputy Chairmen shall each come from a different area.

The Board of Directors comprises three Board committees, made up by a majority of independent directors pursuant to the Corporate Governance Code of Borsa Italiana S.p.A.: the Internal Audit and Risk Committee, the Compensation Committee, and the Nominating Committee.

The Board of Directors of Banco Popolare is currently composed of the following members:

Office	**Name**
Chairman	Carlo Fratta Pasini (*)
Deputy Chairman	Guido Duccio Castellotti (*)
Deputy Chairman	Maurizio Comoli (*)
Managing Director	Pier Francesco Saviotti (*)
Director	Patrizia Codecasa
Director	Luigi Corsi
Director and Joint General Manager	Domenico De Angelis (*)
Director and General Manager	Maurizio Faroni (*)
Director	Gianni Filippa
Director	Cristina Galeotti
Director	Andrea Guidi
Director	Valter Lazzari
Director	Maurizio Marino (**)
Director	Daniela Montemerlo
Director	Giulio Pedrollo
Director	Enrico Perotti
Director	Claudio Rangoni Machiavelli
Director	Fabio Ravanelli
Director	Cecilia Rossignoli
Director	Sandro Veronesi
Director	Franco Zanetta
Director	Tommaso Zanini
Director	Cesare Zonca (*)
Director	Cristina Zucchetti

(*) Member of the Executive Committee.
(**) Mr. Maurizio Marino has resigned, with immediate effect, on 24 May 2016.

The business address of each member of the Board of Directors is Piazza Nogara No. 2, 37121 Verona, Italy.

As at the date of this Base Prospectus, to the knowledge of Banco Popolare, none of the members of the Board of Directors has any actual or potential conflicts of interest between their duties to Banco Popolare and their private interests and/or other duties.

Board of Statutory Auditors

The Board of Statutory Auditors is composed of five standing and two alternate Auditors who remain in office for three financial years. They expire at the date of the Shareholders' Meeting convened to approve the financial statements relating to the last financial year of their office and may be re-appointed. Statutory Auditors must meet the eligibility, independence, professional and integrity requirements established by law and by other applicable provisions.

The Board of Statutory Auditors is appointed by the Shareholders' Meeting based on list voting. The nomination mechanism requires that the Chairman of the Board of Statutory Auditors be drawn from the minority list.

The Board of Statutory Auditors is currently composed of the following members:

Office	Name
Chairman	Pietro Manzonetto
Standing Auditor	Gabriele Camillo Erba
Standing Auditor	Claudia Rossi
Standing Auditor	Alfonso Sonato
Standing Auditor	Marco Bronzato
Alternate Auditor	Paola Pesci
Alternate Auditor	Chiara Benciolini

The business address of each member of the Board of Statutory Auditors is Piazza Nogara No. 2, 37121 Verona, Italy.

As at the date of this Base Prospectus, to the knowledge of Banco Popolare, none of the members of the Board of Statutory Auditors has any actual or potential conflicts of interest between their duties to Banco Popolare and their private interests and/or other duties.

Board of Arbitrators (Collegio Dei Probiviri)

The ordinary Shareholders' Meeting appoints from among the shareholders a Board of Arbitrators composed of 3 (three) Standing and 2 (two) Alternate Arbitrators who remain in office for three financial years and may be re-appointed. The Board of Arbitrators elects a Chairman from among its members. The Chairman convenes the board when necessary and presides over its activities.

The Board of Arbitrators is the board to which the shareholders or applicants may turn for the interpretation or execution of the Articles of Association and of any other resolution or decision passed by the company boards in relation to corporate relations. Recourse to the Board of Arbitrators is optional and its opinions are not binding on the parties, nor can the decisions of the Board of Arbitrators hinder proceedings in a court or with any other competent authority.

The Board of Arbitrators is currently composed of the following members:

Position	Name
Standing	Aldo Bulgarelli, Luciano Codini and Giuseppe Germani
Alternate	Matteo Bonetti and Donato Vestita

THE CREDIT AND COLLECTION POLICIES

Set out below is a summary of the main features of the credit and collection policies adopted by the Servicer for the granting and servicing of the Mortgage Loans. Prospective Noteholders may inspect a copy of the credit and collection policies upon request at the registered office of the Issuer, the Representative of the Noteholders and at the Specified Offices of the Principal Paying Agent. For a description of the Portfolio, see "The Portfolio". For a description of the obligations undertaken by the Servicer under the Servicing Agreement, see "The Servicing Agreement". For a description of the representations and warranties given and the obligations undertaken by Banco Popolare under the Warranty and Indemnity Agreements, see "The Warranty and Indemnity Agreements".

Credit policies

Mortgage Loans are entered into by the Originator as *mutui fondiari* and *mutui ordinari ipotecari*.

The Borrowers pay either a monthly, quarterly and semi-annually loan instalment by direct debit from their accounts, or by cash payment or by MAV.

The decision to enter into and advance a Mortgage Loan is taken at the appropriate decision-making level in the Originator.

The Originator's internal rules call for a maximum loan amount of 80 per cent. with reference to "*mutui residenziali*" of the property value (unless the borrower provides the Originator with further guarantees) and a mortgage over real estate properties (which is first ranking in an economic sense) double than the loan amount.

After the approval, the preparation of the documentation and the conclusion of the Mortgage Loans are delegated to the Special Credits Department (*Funzione Crediti Speciali*), which:

- enter the transaction in the internal mortgage procedure;
- appoint a surveyor to valuate the property;
- verify that the property insurance is in favour of the Originator;
- prepare the minutes of the mortgage loan;
- check property documentation received by the notary; and
- upon successful completion of the previous activity checks, update the mortgage loan status to "payable";
- upon request of the agency send the minutes to the notary for the mortgage contract signature.

Once the bank and the customer stipuled the contract and the notary registered the mortgage, relevant documents are sent to the Special Credits Back Office Department that stores them.

The Special Credits Back Office Department, based on the necessary feasibility analyses and in compliance with the applicable credit/authorization decision, is also responsible for:

- on economic conditions: verifying the coherence between the single operation and the internal credit decision and the internal regulations and verifying the mortgage validity;
- issuance of specific certifications requested by the borrowers, in particular the certifications concerning the amount of interest to be paid/expenses sustained;
- pre-payment of the Mortgage Loans, which involves the reduction to nil of the outstanding balance of the loan and is often accompanied by a request for the release of the Mortgage;
- preparation of amendments and other acts ancillary to the Mortgage Loans Agreements, such as:

- the extension of the Mortgage Loan, following a restructuring of the transaction or an extension of payments;
- the taking over (*accollo*) of the loan, customarily requested by the purchaser of the Real Estate Asset, as a method to pay part of the purchase price;
- the reduction/cancellation of the Mortgage, or the partial or total release of the Mortgage; and
- any request made to the insurance companies for the release of the *vincolo* on the insurance policies.

Collection policies

The monitoring of Credit Risk is also carried out by defining processes for monitoring and managing performing loans as well as loans with the initial signs of irregularity (watch list) and non-performing loans.

For each of these processes, Banco Popolare uses IT procedures in support of the activities of the Managers.

The Collection Policies are described below in line with the credit standing.

<u>Monitoring and managing performing loans</u>

This process places the Customer Relationship Manager, who is responsible for managing the customers in his or her own portfolio, in a principal role.

The Relationship Manager is responsible for handling relationships with customers while working to maintain and improve credit quality, by closely monitoring the evolution of relationships.

The process of monitoring and managing performing loans consists of the set of activities carried out by the Relationship Manager and by others within the company who are responsible for credit monitoring and control to guarantee that the credit relationship established with the counterparty remains in performing status and to promptly detect any signs of tension and/or irregularity.

In particular, with respect to mortgage loans, the systematic examination of information reported by automatic instruments for performance assessment and the monitoring of compliance with commitments assumed makes it possible for the Relationship Manager to take rapid action to find concrete solutions to emerging issues, facilitating the timely implementation of measures to keep the position in performing status.

Particularly with regard to the latter, a “credit warning” system is in place in which the “overdraft reporting” section shows all accounts on a daily basis that have either overdrafts on current account credit lines or instalments past due and not paid for loans with payment by instalment.

In response to such events, the Relationship Manager contacts the customer to identify the reasons for non-payment or partial payment and, on this basis, proposes the most suitable actions (accepting the overdraft as it will be covered in a brief period of time, proposing a renegotiation to decrease the instalment, proposing a payment suspension for a specific period of time, etc.).

In any event, the “ELISE” IT system, dedicated to the management of loans, mortgage loans and personal loans, used by the central Special Loans office and by the entire Network, sends communications to the debtor on a regular basis, at each instalment past due and not paid. The automatic alerts are sent on the last working day of the month in which the instalment was past due, provided that this date is at least 3 working days before the end of the month; otherwise, the alerts start the last working day of the month following the maturity of the instalment.

For performing positions, the Bank in any event grants a 3-day period of time within which the payment may be made with no consequence; in fact, default interest is not applied to payments made within this period of time and the instalment is charged with a value date equal to the original maturity date.

However, the default interest established by contract, applied within the maximum limit defined by provisions on the matter of usury, starts accruing after that time. The “usurious” interest rate is defined by a decree of the Ministry of Economy and Finance on a quarterly basis (the current regulations envisage that the default interest rates are checked to verify whether or not they are usurious, as with interest payments, at the time of the agreement and not at the time of payment).

Irrespective of the Relationship Manager’s actions, the IT system automatically intercepts, i.e., in a manner not influenced by the Relationship Manager’s discretion, positions that have the initial symptoms of irregularity and includes them on a special watch list.

<u>Monitoring and managing watch list loans</u>

Positions classified as performing, on which irregularities are reported through performance risk indicators, the assessment expressed by the counterparty rating and other particularly serious events regarding credit quality are entered into a “watch list”.

The process of monitoring and managing watch list loans consists of the set of activities carried out by the Relationship Manager and by others within the company who are responsible for credit monitoring and control to promptly detect any signs of tension and/or irregularity and to carry out any interventions required to restore the position to performing status or, when this is not possible, take the necessary actions to protect the Bank’s credit claims.

The process involves the Relationship Manager’s maintenance of responsibility for the management of customers belonging to his or her portfolio, with the aim of carrying out the interventions required to restore the position to performing status.

Assessment objectivity is ensured by a system of rules meant to guarantee, when an internal process classification is attributed as well as when the associated interventions are identified, adequate mechanisms of organisational interaction between the roles responsible for relationship management (Relationship Manager) and credit quality control (Business Area).

The phases of the process, with the support of the GANC procedure, involve:

– the automatic identification on a monthly basis of positions with irregularities such so as to require the adoption of dedicated interventions;
– the Relationship Manager’s analysis in order to properly classify the risk, taking into due account any participation in Risk Groups, as well as relationships in place with the various Banking Group Companies;
– the analysis of the consistency of the rating calculated and the assessment of the need to activate any rating override process;
– classification, within the process, in an “operational class” consistent with the type of irregularity found;
– the definition of behaviours and actions, within a pre-determined period of time, the result of which is measured;
– the maintenance of performing classification and automatic removal from the watch list if the reasons for the intercept are eliminated, or by specific decision made by the Bodies defined in the “Regulations of the limits of autonomy and powers for loan granting and management” if it is found that the customer is not in financial difficulty and there are no exposures benefitting from a measure of tolerance;

– automatic increase in the risk classification if conditions are identified for classification as Past Due, or by a specific decision of the Bodies defined in the "Regulations of the limits of autonomy and powers for loan granting and management" made based on the proposal generated automatically by the IT system in specific situations or at the proposal of a proposing Body for positions subject to events compromising the possibility for the relationship to continue to be classified as performing.

To support the recovery of exposures with payment by instalment with respect to "Private" customers, there is also a "Delinquency management" process in place that is triggered at the first payment delay of the loan repayment instalment (delay of one month compared to the contractual maturity date).

This process pursues the objective of promptly taking the actions required to restore the position to performing status, avoiding customer default and simultaneously maintaining the relationship with the customer.

The process is supported by a specific IT procedure named GE.MO., which governs a series of actions, beginning from the written reminder to the borrower, to continue with telephone contact via the Bank's internal Contact Centre and the assignment of debt collection to two different external field collection companies if the unpaid instalments continue not to be paid.

The management of positions with payment delays is assigned based on the aging of the past due instalments:

– to the Relationship Manager inside the Bank, with support by the Contact Centre, up to 90 days from the first past due instalment;
– if the debt is not collected, to a first external field collection company, 91 to 150 days from the first past due instalment;
– if the debt is still not collected, after consulting with the Relationship Manager, to a second external field collection company, 151 to 240 days from the first past due instalment.

Two different field collection companies are used as they have different specialisations in debt collection.

The management of positions within the "Delinquency management" process is reported by the Relationship Manager to ensure that the actions of the external collection company do not overlap with those established in internal Bank processes. In addition, the GE.MO. procedure continuously provides a list of positions under management along with the relative level of insolvency, updated accounting data, the party concerned and the action under way at the time, as well as the outcomes of reminders sent by the Contact Centre and by the external collection companies.

Exposures with unpaid instalments are in any event subject to the monitoring established by the MoCED procedure to verify whether temporal and materiality thresholds for automatic classification as past due have been met.

Monitoring and managing forbearance positions

Banco Popolare defined during the first half of 2015 the methods of identification and management of forbearance or forborne loan.

The amendment of the contractual agreements of a loan, granted to a customer to enable it to meet its commitments despite the financial difficulties it is going through, is a measure of forbearance by the Bank.

The decision-making bodies of the watch list/non-performing loans chain are liable for certifying, when deciding on the loan proposal, the consistency or inconsistency, compared to the examined valuation elements, of the valuation made by the "Proposing Party" with regard to the financial difficulties of the

customer and to the identification of the concession as a forbearance measure in relation to each granted credit facility.

After classifying them as forborne, exposures are managed as part of the processes of reference (“Monitoring and managing non-performing loans” for “Impaired forbearance exposures” and “Watch list loan monitoring and management” for “Other forborne exposures”).

Following the concession of forbearance, the exposure is monitored in order to:

a) ensure the regular performance of relations with customers and the existence of conditions for (i) the termination of the forborne status with reference to customers classified as performing, or (ii) the reclassification as performing, by maintaining the forbearance measure (under probation), for customers already classified as “Impaired forbearance exposures”;

b) understand and evaluate the events that may foreshadow the ineffectiveness of granting forbearance, referring to the failure to comply with the new maturities agreed or to the occurrence of overdraft, or to the deterioration of the creditworthiness resulting from events that could compromise the full collection of the credit.

With reference to points a) and b), the following 2 cases are observed:

The position has a regular trend

Termination of the forborne loan condition for performing positions

The Customer Relationship Manager checks for the following conditions to be able to declare the end of the condition of forborne loan and consequently activates the process of reclassification as performing of the exposure already identified as “Other forborne exposures”:

- at least 24 months must have elapsed from the granting of forbearance as part of the classification of the position as performing;
- the debtor must not have positions close to becoming past due (considering the tangible threshold in force) for more than 30 days;
- the payment of the amount due, as required by the concession of forbearance, must have been made on a regular basis in the past 12 months and must have involved a “more than trivial” portion of the principal or interest;
- no elements must lead to classify the position as non-performing loans.

The decision concerning the end of the forborne loan condition and the subsequent reclassification as performing of the exposure already identified as “Other forborne exposures” can be taken by the Customer Relationship Manager, regardless of the decision-making scopes, by means of a simplified process, checked procedurally, which allows to check the objective elements of regularity of the position and the declaration of the absence of subjective elements (including any valuation of “non insignificance” of the repaid loan).

Reclassification as performing of “Impaired forbearance exposures” maintaining the condition of forborne loan

Every day, the MOCED procedure reports the positions classified as Unlikely to pay that have benefitted from a forbearance measure for which it is found that at least 12 months have elapsed from the granting of forbearance and that the debtor has no exposures with any amount past due or overdraft.

To initiate the proposal for performing classification, the Manager of the non-performing position checks for the absence of concerns regarding full payment of the amount due, which is verified when any of the following conditions are met

– the amount of the exposure that, when granting the forbearance, was past due or overrun, must have been paid in full;

– an amount equal to the possible loan written off as part of the restructuring agreement must have been paid; or

– the customer's ability to comply with the terms and conditions laid down by the granting of forbearance must be demonstrated.

The decision concerning the reclassification as performing of the “Impaired forbearance exposures” (non-performing positions), following a valuation of the financial situation of the debtor, is taken through resolution of the authorised Body, on a proposal of a proponent in line with what was defined for exposures classified as “Unlikely to pay”.

Following the resolution of reclassification as performing, the position maintains the condition of forbearance (forbearance under probation) and the identification as “Other forborne exposures”. This condition can, in turn, be declared as terminated only if the conditions indicated above exist with reference to the “*termination of the forborne loan condition for performing positions*”.

The position has an irregular trend

If the position is at default following the granting of forbearance, the process immediately demands the customer to settle the position.

Upon expiry of the time for sending a reminder to the customer and assessing the default, the Customer Relationship Manager for the positions identified as “Other forborne exposures”, or the Manager of the Non-Performing Position for “Impaired forbearance exposures”, considers whether the events, also independent of the granted forbearance measure, require a more precautionary measure to protect the loan, including the classification proposal at greatest risk and, in particular:

– as “Unlikely to pay”, for positions classified as performing;

– as “Unlikely to pay” with operational class “at repayment”, with revocation of credit lines and notice to pay, for the positions classified as “Past Due” or already classified as “Unlikely to pay”.

The decision concerning the classification as “Unlikely to pay” is taken through resolution of the authorised Body, on a proposal of a proponent (see what was defined in chapter “Classification of positions in non-performing loans categories”).

If an exposure, already reclassified from non-performing (“Impaired forbearance exposures”) to performing loan (“Other forborne exposures”), has had positions close to becoming past due (considering the tangible threshold in force) for more than 30 days, or benefits from an additional granting of forbearance (for example, a new postponement of the payment terms or a new refinancing), it is classified automatically as non-performing loan.

Classification in non-performing loans categories

The process of “Classification of positions in non-performing loans categories” lays down the rules and responsibilities of the Manager of the Non-performing Position aimed at ensuring the consistency of the operational state of the position with the deterioration of the risk profile of the customer and the compliance with the Supervisory provisions.

The process is also designed to make sure that the position goes back to its performing status when the causes that determined the classification in non-performing loans categories no longer exist.

The application of the new rules of the European Banking Authority (EBA) on forbearance and non-performing exposures and of the Bank of Italy on new “classification in non-performing loans

categories" (see update of Circular no. 272 "Accounts Matrix", , Chap. II "Credit Quality") was gradually communicated to the Network and made operational during the first half of 2015 to coincide with the release of the required IT work.

The expected classifications are "Past due and/or overdue non-performing exposures" (Past Due), Unlikely to pay and Bad Loans. Past Due and Bad Loans are unchanged compared to the previous regulations, Unlikely to pay exposures include the previous Substandard loans and Restructured loans classifications.

The classification as Past Due is made automatically for the positions reaching the thresholds envisaged by the Supervisory provisions of the Bank of Italy (Circular no. 272, "Accounts Matrix", Chap. 2, "Credit Quality", "Past due and/or overdue non-performing exposures"). This automatic classification is managed by the MOCED procedure (Non-performing loans processing engine).

Exposures to parties experiencing temporary financial hardship are defined Unlikely to pay whereby the debtor is assessed by the Bank as unlikely to pay its credit obligations in full (for the principal and interest) without realisation of collateral.

This valuation is made by the Manager independently from the presence of any overdue amount or instalments past due and not paid. Therefore, it is not necessary to wait for the main sign of irregularity (non-redemption) if there are elements that imply a situation of risk of default of the debtor (for example, even a crisis of the industrial sector in which the debtor operates).

In any case, to guarantee the timeliness of the credit collection process, automatic methods of classification proposal as Unlikely to pay were envisaged for the positions that:

- are entered for more than two months in succession in the operational class "RC - Risk to be limited" of the watch list loan monitoring and management process without the risk indicators being back to normal;
- present past due instalments processed in the Management of Arrears GEMO according to the following rules:
  - mortgage loans: after 10 unpaid monthly instalments and 270 days from the first past due instalment
  - unsecured mortgage loans/personal loans: after 6 unpaid monthly instalments and 150 days from the first past due instalment
- persist as non-performing Past Due for more than 180 days.

These proposals must be assessed by the competent Manager of the non-performing position and are subject to an approval process, managed through the Electronic Management Procedure (PEG), which requires the intervention of intermediary Bodies, responsible for providing an opinion, and the competent decision-making body based on the amount.

The positions previously classified as "Restructured loans", are included in Unlikely to pay by pointing out that the forbearance measure was granted.

Exposures to insolvent customers (even if they have not yet been legally acknowledged as such) or customers in similar positions, regardless of any anticipated loss formulated by the Bank, are defined as Bad Loans. Therefore, the existence of any collateral or personal guarantee to protect the loans is not considered.

Monitoring and managing non-performing loans

The management of non-performing loans within the Banco Popolare Group is primarily based on a model that assigns the management of a defined set (portfolio) of positions to specialised managers (Non-performing loan managers).

Positions are assigned to individual Managers using an automatic process based on the geographic location of the loan, identified according to the Branch, Business Area and Division with which the general registry number is associated. In any event, it is possible to manage exceptions, through a controlled process, to assign a position to a different Manager from that identified automatically, as well as for temporary situations.

Processes for monitoring and managing non-performing loans are differentiated based on:

– the exposure's classification status, which distinguishes between customers with positions classified as bad loans and customers with other non-performing loan statuses:

– the amount of the exposure, based on its extent (at the customer's Economic Group level);

– the product, distinguishing between leasing exposures and other types of exposure;

– the type of counterparty, with the management of Large Corporate or Institutional counterparties reserved to Loans Department structures, regardless of the total exposure amount.

Past Due and Unlikely to pay:

With reference to the exposure amount and the counterparty type, the responsibility for the management of positions, at the time of classification:

– up to euro 15,000, remains attributed to the Branches,

– more than euro 15,000 and up to euro 250,000, is transferred to specialised personnel in the "Area Loans" unit;

– more than euro 250,000, is transferred to specialised personnel of the Non-Performing Loan and Watch List Functions of each Territorial Division.

The Loans Department is assigned positions belonging to the "Large Corporate" and "Institutional" segments regardless of the extent of the exposure.

In addition, it directly manages positions for which, due to size and/or characteristics, centralised management within specialised departments is deemed appropriate. This takes place for positions undergoing restructuring or restructured, the management of which is assigned to the Credit Restructuring Function, and for those classified as Past Due or Unlikely to pay, assigned to the Non-Performing Loans Office - Granting and management.

The size of the position is significant due to the need to allocate specialised resources of the Business Areas, the Divisions and the Loans Department to positions of progressively greater value and complexity.

With reference to smaller positions, which remain under the responsibility of the Branches, management is supported by a very detailed process, with time limits defined beforehand and with minimal discretion.

The process of monitoring and managing larger positions, which is always assigned to specialised managers, allows for greater discretion in identifying more flexible and customised solutions.

In any case, both processes are structured to govern the actions of the manager and to detect any inaction. The functioning of these processes is shown schematically in the attachment.

For positions classified as Past Due or Unlikely to pay, the non-performing loan Managers are responsible for operational decisions regarding the positions assigned to their respective portfolios, in compliance with established decision-making powers, but they are supported in administrative management by the managers (commercial) of the Network to whose portfolio the relationship as well as the economic results achieved are attributed.

In addition, the management of instalment loans granted to Private parties is supported by a specific process that establishes standardised activities and the intervention of external collection companies (see what is specified above with reference to the “Delinquency management” process).

For legal requirements, the Managers of non-performing loans receive support from an internal legal structure, which reports to the Legal Service and is broken down to best perform its advisory activities for the central office structures and the Branch Network.

To ensure efficient loan management, the Decision-Making Bodies of the Branch, Area and Division structures are assigned powers in proportion with the above-mentioned operational limits and with the associated operational needs.

The system of levels of autonomy and operational powers is in any event structured to protect the Bank from conflicts of interest through the attribution of decision-making responsibilities with respect to classification to higher or lower risk classes, value adjustments (provisioning) or the waiver of loans, to Bodies higher than those that manage the positions.

All positions classified as Unlikely to pay in amounts exceeding euro 15,000 must be subject to a quarterly review by the Manager of the non-performing position in order to check on the progress of the relationship with the customer and its economic position, as well as to define the consistency of anticipated losses with respect to such assessments. The review may be required in advance if the IT system automatically detects the occurrence of certain pre-codified detrimental conditions.

As part of the review, the Non-Performing Loan Manager can propose additional provisions against the perception of an increase in the perceived risk. Proposals to revise provisions are automatically subject to a decision-making process managed through the Electronic Management Procedure (PEG), which requires the intervention of intermediary Bodies, responsible for providing an opinion, and the competent decision-making body as defined in the “Regulations of the limits of autonomy and powers for loan granting and management”.

The PEG procedure also saves the information and opinions expressed on the position for decision tracking purposes.

Bad loans

All management responsibility is assigned to specialised managers, all of whom report directly to the Loans Department, who are identified from amongst resources with legal skills.

Depending on exposure amount, standardised actions are adopted for positions in amounts up to euro 35,000, regardless of technical form, or those up to euro 250,000 backed by real estate assets.

For those positions, after the Manager’s first attempt at contacting the borrower and the guarantors without receiving payment of the amount due or defining a recovery plan, external companies are engaged to carry out debt collection activities.

For positions in amounts exceeding euro 35,000, the Manager, after a first attempt at contacting the borrower and guarantors, defines, on a case by case basis, whether it is possible to collect the debt out of court, or whether legal actions must be taken, such as the registration of a lien on real estate assets of the borrower or guarantors.

In the case of legal actions, the process involves reliance on external law firms for enforcement activities, which are contacted by the internal managers. The latter coordinate actions relating to the borrower and guarantors and send proposals to the competent decision-making Bodies.

All bad loans in amounts exceeding the relevant threshold (currently equal to euro 100,000) must be subject to a periodical review by the Manager of the bad loan in order to verify the consistency of anticipated losses: the review has the purpose to apply the right provision using the internal LGD

computed by the Risk Management, with exception for those position with an LGD equal or higher then 95%.

In particular, frequency for periodical review is differentiated based on the amount of estimated recoveries, the fair value of the real guarantees of the loan and the outstanding provisions:

- for bad loans with an higher estimated recoveries, bigger than one million of Euros, at least every 12 months;
- for all the other position, at least every two years if:
  a) there are real guarantees whose market value, the minor between the fair values of the guarantees and the amount guaranteed, is at least equal to 100% of the borrower total exposition minus the outstanding provisions;
  b) the outstanding provisions are at least equal to 70% of the borrower total exposition taking into consideration potential provisional losses

For all the other positions not included into the features above, frequency for periodical review is at least every two years for position with an estimated recoveries up to 500,000 Euros and every 12 months for those with an estimated recoveries higher then 500,000 Euros.

If necessary, the Manager of the bad loan could reassess the outstanding expected losses before the expiry of the scheduled revision.

The review will be required in advance if the IT system automatically detects the occurrence of certain pre-codified conditions such as the reduction of the market value of the guarantees or in case of grave detrimental events

As part of the review, the Bad Loan Manager can propose additional provisions against the perception of an increase in the perceived risk. Proposals to revise provisions are automatically subject to a decision-making process managed through the Electronic Management Procedure (PEG), which requires the intervention of intermediary Bodies, responsible for providing an opinion, and the competent decision-making body as defined in the “Regulations of the limits of autonomy and powers for loan granting and management”.

The PEG procedure also saves the information and opinions expressed on the position for decision tracking purposes.

Structure of the control system

The general structure of the control system includes:

- line controls (level I)
- controls on risks and on compliance (level II).

Line controls (level I)

First-level line controls are aimed at ensuring proper execution of transactions and are carried out directly by the operational structures, in that they are first in charge of the process of risk management.

In compliance with this responsibility, during daily operations, the operational structures must identify, measure or evaluate, monitor and mitigate the risks deriving from the normal course of business in compliance with the process of risk management.

First-level line controls can take the form of “automatic” controls, i.e. carried out directly by application procedures, or hierarchical controls, implemented as part of the same chain of responsibility.

The second-level controls include those carried out by the loans offices of the Business Areas, by the loan monitoring structures placed in the Divisions and in the Loans Department, or by other structures that carry out the operations.

Through the second-level controls, the Loans Department exercises its overall responsibility on the results of the loan processes, preserving the autonomous ability to guide and control them. In particular, these checks envisage the intervention of the Loans Department on the operational structures to press for corrective actions, either directly or by means of the central Loan structures of the Divisions and of the Companies of the Banking Group.

The line controls (of first and second level) can be implemented systematically or by sampling.

These controls are defined in the regulations on loans issued with reference to each process, according to criteria and methods that guarantee that all exposures arising from irregularities or inaction are highlighted and examined.

Controls on risks and on compliance (level II)

Controls on risks and on compliance are aimed at ensuring the correct implementation of the risk management process put in place by the operational structures, the compliance with the operating limits assigned to various functions and the compliance of business operations with regulations, including self-regulation.

The essential element that characterises level II controls is that they are carried out by a risk control function different and independent from production functions. As a result, level II controls also include the aim of ensuring that level I controls are actually effective.

Level II controls on loans are assigned to the Risks Department through the “Loan Monitoring and Control Function”.

This structure is responsible for checking the correct implementation of the credit processes by the operational structures in accordance with the established rules and, more specifically, with reference to:

- performance monitoring of exposures classified as performing loans;
- performance monitoring of exposures classified as non-performing loans;
- the consistency of classifications in the operational states of the process of “Watch list loan monitoring and management”, as forbearance exposures, in non-performing loans categories;
- the appropriateness of the provisions;
- the adequacy of the credit collection process.

To ensure the effectiveness of level II controls, a set of “basic” controls has been identified and defined, without prejudice to the autonomy of the “Loan Monitoring and Control Function” in identifying and carrying out additional inspections considered useful for carrying out the assigned role.

The controls provide for the systematic application of irregularity indicators to the loan portfolio, the evaluation of the variations reported each time, the in-depth examination of each position and, if necessary, their adjustment.

REGULATORY CAPITAL REQUIREMENTS

In the Subsequent Subscription Agreement, the Originator has undertaken to the Issuer and the Noteholders that it will:

(a) retain at the origination and maintain, on an ongoing basis, a material net economic interest in the Transaction of not less than 5% in accordance with option (1)(d) of article 405 of the CRR and option (1)(d) of article 51 of the AIFM Regulation and option (2)(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter); As at the Subsequent Issue Date, such interest will be comprised of an interest in the first loss tranche (being the Junior Notes);

(b) disclose that it continues to fulfil the obligation to maintain the material net economic interest in the Transaction in accordance with the option (1)(d) of article 405 of the CRR, option (1)(d) of article 51 of the AIFM Regulation and option (2)(d) of article 254 of the Solvency II Regulation and give relevant information to the Noteholders and prospective investors in this respect on a quarterly basis through the Investors' Report;

(c) ensure that Noteholders and prospective investors have readily available access to all information as it would be necessary to conduct comprehensive and well informed stress tests and to fulfil their monitoring and due diligence duties under articles from 405 to 410 of the CRR, which does not form part of this Prospectus but may be of assistance to certain categories of prospective investors before investing; and

(d) notify to the Noteholders any change to the manner in which the material net economic interest set out above is held.

In particular, in accordance with the Subsequent Subscription Agreement, the Originator has undertaken to the Issuer and the Noteholders that any of such information:

(a) on the Subsequent Issue Date, will be included in the following sections of this Prospectus *"The Portfolio", "Risk Factors", "Key Features","The Credit and Collection Policies", "The Servicing Agreement" and " The Warranty and Indemnity Agreements"*; and

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

1. no later than five Business Days following each Interest Payment Date, be included in the Investor Report issued by the Computation Agent, which will:

   (i) contain, *inter alia*, details relating to the Claims, the amounts received by the Issuer from any source during the preceding Collection Period and amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date;

   (ii) include information on the material net economic interest (of at least 5%) in the Transaction maintained by the Originator in accordance with option (1)(d) of article 405 of the CRR, option (1)(d) of article 51 of the AIFM Regulation and option (2)(d) of article 254 of the Solvency II Regulation (or any permitted alternative method thereafter), and

   (iii) be generally available to the Noteholders and prospective investors on the Computation Agent's web site being, as at the date hereof, www.gctabsreporting.bnpparibas.com;

2. with reference to loan by loan information regarding each Mortgage Loan included in the Portfolio, be made available, upon request, on a password protected website;

3. with reference to the further information which from time to time may be deemed necessary under articles from 405 to 410 of the CRR in accordance with the market

practice and not covered under points (1) and (2) above, will be provided, upon request, by the Originator.

Under the Subsequent Subscription Agreement, the Originator has also undertaken that the material net economic interest retained by it in compliance with the above shall not be subject to any credit risk mitigations or any short positions or any other hedge, as and to extent required by article 405 of the CRR, article 51 of the AIFM Regulation and article 254 of the Solvency II Regulation.

Prospective Noteholders are required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with each of Part Five of the CRR (including article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of the Solvency II Regulation (including article 254) and any corresponding national measure which may be relevant and none of the Issuer, the Originator, the Servicer or any other party to the Transaction Documents makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes.

For further information on the requirements referred to above and the corresponding risks (including the risks arising from the current absence of any corresponding final technical standards to assist with the interpretation of the requirements), please refer to the risk factor entitled "Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes".

THE ISSUER'S BANK ACCOUNTS

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with:

(a) the Interim Account Bank the following accounts:

(i) a euro-denominated current account into which, *inter alia*, the Servicer is required to deposit all the Collections as they are collected in accordance with the Servicing Agreement and all payments paid or advanced to the Issuer by the Originator, including any indemnity payments received by the Issuer, under the relevant Transfer Agreement, the Warranty and Indemnity Agreements and the Letter of Undertaking shall be credited (the " **Interim Account**");

(ii) a euro-denominated current account into which the Issuer has deposited € 50,000 (the "**Retention Amount**") on the Initial Issue Date (the "**Expenses Account**" and, together with the Interim Account, the "**Guaranteed Accounts**"). The Expenses Account will then be replenished on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer 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;

(b) the Principal Paying Agent, a euro-denominated current account into which, *inter alia*, on the Business Day immediately preceding each Interest Payment Date, the Issuer is required to transfer from the other Transaction Accounts the amounts necessary to make the payments due in accordance with the applicable Priority of Payments (the "**Payments Account**");

(c) the Additional Transaction Bank, a euro-denominated account with respect to the Claims (the "**Collection Account**" and, together with a replacement Expenses Account (if opened in accordance with the Agency and Accounts Agreement), the "**Transaction Accounts**" and, any of them, a "**Transaction Account**") into which the Interim Account Bank will be required to transfer, on a daily basis, the balance standing to the credit of the Interim Account.

(d) the Transaction Bank, a euro-denominated current account into which the Issuer on the Initial Issue Date, has deposited an amount equal to € 64,000,000.00 (sixty-four million), (i) 60,000,000.00 (sixty million), being the amount to be drawndown under the Subordinated Loan Agreement, and (ii) € 4,000,000.00 (four million), being equal to a portion of the aggregate amounts collected under the Mortgage Loans between the Initial Valuation Date (included) and the Initial Signing Date (but excluding those collections constituting repayment of principal and prepayments); and on each Interest Payment Date, in accordance with the Pre-Enforcement Priority of Payments and subject to the availability of sufficient Issuer Available Funds, the amount (if any) necessary to replenish it so that the balance of the Cash Reserve Account equals the Target Cash Reserve Amount (the "**Cash Reserve Account**" and, together with the Transaction Accounts, the Guaranteed Accounts and the Payments Account, the "**Accounts**" and any one of them, the "**Account**").

In accordance with the Securitisation Law, the Issuer has been established as a special purpose vehicle for the purposes of issuing asset-backed securities. The sums standing from time to time to the credit of such bank accounts will not be available to the Issuer Creditors because, pursuant to the Securitisation Law, the assets relating to each securitisation transaction will constitute assets segregated for all purposes from the assets of the Issuer and from the assets relating to other securitisation transactions. The assets relating to a particular securitisation transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to the general creditors of the Issuer.

The Issuer has also opened with Deutsche Bank 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

€ 12,000) has been deposited and will remain deposited therein for so long as all notes issued (including those issued in the context of the Previous Securitisation) 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 Series 2 Notes (the "**Conditions**").

The € 2,440,400,000.00 Class A - 2012 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A1 Notes**") and the € 1,148,455,000.00 Class B – 2012 Mortgage-Backed Notes due 2058 (the "**Junior Notes**" and, together with the Series A1 Notes, the "**Series 1 Notes**") have been issued by BPL Mortgages S.r.l. (the "**Issuer**") on 21 December 2012 (the "**Initial Issue Date**") in order to finance the purchase of the Initial Claims (as defined below).

The € 995,100,000.00 Class A-2016 Mortgage-Backed Floating Rate Notes due 2058 (the "**Series A2 Notes**" or the "**Series 2 Notes**" and, together with the Series A1 Notes, the "**Class A Notes**" or the "**Senior Notes**") will be issued by the Issuer on 28 October 2016 (the "**Subsequent Issue Date**") in order to finance the purchase of the Subsequent Claims (as defined below). The Senior Notes and the Junior Notes are together the "**Notes**".

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 Alfieri, 1, 31015 Conegliano (Treviso), Italy. The Issuer is enrolled in the register of the special purpose vehicles held by Bank of Italy pursuant to the Bank of Italy's regulation dated 1 October 2014 with No. 33259.3 and in the companies' register held in Treviso-Belluno under number 04078130269.

The Notes are subject to and with the benefit of an agency and accounts agreement, as amended and supplemented from time to time (the "**Agency and Accounts Agreement**") dated on or about the Issue Date between the Issuer, Banco Popolare as interim account bank (in such capacity, the "**Interim Account Bank**", which expression includes any successor interim account bank appointed from time to time in respect of the Notes) and as transaction bank (in such capacity, the "**Transaction Bank**", which expression includes any successor transaction bank appointed from time to time in respect of the Notes), BNP Paribas Securities Services, Milan Branch, as principal paying agent, computation agent, agent bank and representative of the holders of the Notes (in such capacities, respectively, the "**Principal Paying Agent**", the "**Computation Agent**", the "**Agent Bank**", which expressions include any successor principal paying agent, computation agent and agent bank respectively appointed from time to time in respect of the Notes, and the "**Representative of the Noteholders**", which expression includes any successor or additional representative of the Noteholders appointed from time to time) and BNP Paribas Securities Services, London Branch, as additional transaction bank (in such capacity, the "**Additional Transaction Bank**", which expression includes any successor additional transaction bank appointed from time to time in respect of the Notes and, together with the Principal Paying Agent, the Agent Bank, the Interim Account Bank, the Computation Agent, and the Transaction Bank the "**Agents**").

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

The Issuer has published to prospective Noteholders of the Series 1 Notes the *prospetto informativo* related to the Series 1 Notes 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**"). The Issuer has published to prospective Noteholders of the Series 2 Notes the

prospetto informativo related to the Series 2 Notes required by article 2 of the Securitisation law.

Copies of both *prospetti informativi* 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 the Principal Paying Agent.

Any references to a "**Class**" of Notes or a "**Class**" of Noteholders will be a reference to the Class A Notes or the Junior Notes, as the case may be, or to the respective holders thereof, respectively. References to "**Noteholders**" or to the "**holders**" of Notes are to the beneficial owners of the Notes.

The principal source of funds available to the Issuer for the payment of amounts due on the Notes will be collections and recoveries made in respect of the Claims (as defined below).

The Claims and the other Issuer's Rights will be segregated from all other assets of the Issuer by operation of the Securitisation Law and 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 any taxes, costs, fees or expenses incurred by the Issuer in relation to the securitisation of the Claims by the Issuer through the issuance of the Notes (the "**Securitisation**" or the "**Transaction**").

The Servicer shall ensure the proper segregation of the Issuer's accounting and property from its own activities and the Servicer, as "*soggetto incaricato della riscossione dei crediti e dei servizi di cassa e pagamento*" pursuant to article 2, paragraph 3 (c) and paragraph 6-*bis* of the Securitisation Law, shall be responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus (as defined below).

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

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Transaction Documents applicable to them. In particular, each Noteholder, by reason of holding one or more Notes, 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.

1. DEFINITIONS

(a) In these Conditions:

"**Accounts**" means, collectively, the Guaranteed Accounts, the Payments Account, the Cash Reserve Account and the Transaction Accounts and "**Account**" means any one of them;

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

"**Agents**" means, collectively, the Principal Paying Agent, the Agent Bank, the Interim Account Bank, the Computation Agent, the Transaction Bank and the Additional Transaction Bank and "**Agent** Means any one of them.

"**Additional Transaction Bank**" means BNP Paribas Securities Services, London Branch, and any successor additional transaction bank appointed from time to time.

"**Administrative Servicer**" means Banco Popolare Soc. Coop., or any successor corporate servicer appointed from time to time in respect of this Securitisation;

"**Administrative Services Agreement**" means the agreement dated on or about the Initial Issue Date between the Administrative Servicer, the Representative of the Noteholders and the Issuer, as amended and supplemented from time to time;

"**AIFM Regulation**" means the Commission Delegated Regulation (EU) no. 231/2013, as the same may be amended from time to time;

"**Arrear Claims**" means those Claims (A) under which there is at least one Unpaid Instalment and (B) which are not classified as Defaulted Claims yet;

"**Banco Popolare**" means Banco Popolare Soc. Coop., or any permitted successor or assignee thereof;

"**Banco Popolare Collection Policies**" means the servicing and collection policies of Banco Popolare set out in schedule 1 to the Servicing Agreement;

"**Banco Popolare Initial Claims**" has the meaning given to the term "*Crediti*" in the Banco Popolare Initial Transfer Agreements, which term identifies the debt claims arising from the Banco Popolare Initial Mortgage Loans comprised in the Banco Popolare Initial Portfolio;

"**Banco Popolare Initial Mortgage Loans**" means, from time to time, the aggregate of the residential mortgage loans comprised in the Banco Popolare Initial Portfolio, the Banco Popolare Initial Claims in respect of which have been transferred to the Issuer in accordance with the Banco Popolare Initial Transfer Agreements and "**Banco Popolare Initial Mortgage Loan**" means any one of these;

"**Banco Popolare Initial Portfolio**" means the aggregate of all Banco Popolare Initial Mortgage Loans;

"**Banco Popolare Initial Transfer Agreements**" means the transfer agreements executed between the Issuer and Banco Popolare in relation to the transfer of the Banco Popolare Initial Portfolio;

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

"**BNPSS Milan Branch**" means BNP Paribas Securities Services, a French *société en commandite par actions* with capital stock of € 177,453,913, having its registered office at 3, Rue d'Antin, Paris, France, operating for the purpose hereof through its Milan branch offices at Via Ansperto, 5, 20123 Milan, Italy, registered with the companies' register held in Milan at number 13449250151, fiscal code and VAT number 13449250151, enrolled in register of banks held by the Bank of Italy at number 5483;

"**Borrowers**" means, collectively, the borrowers under the Mortgage Loans and "**Borrower**" means any one of them;

"**BP**" means Banco Popolare Soc. Coop., or any permitted successor or assignee thereof;

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

"**Calculation Date**" means three Business Days prior to each Interest Payment Date;

"**Cancellation Date**" means the earlier of (i) the last Business Day in October 2060; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off or sold by the Issuer (and the relevant purchase price is fully paid up), and in each of such circumstances the Issuer Available Funds have been fully applied in accordance with the applicable Priority of Payments);

"**Capital Requirements Regulation**" or "**CRR**" means the Regulation (EU) No. 575/2013, as the same may be amended from time to time;

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

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

"**Claims**" means, collectively, the Banco Popolare Initial Claims, the Creberg Claims and the Subsequent Claims and "**Claim**" means any one of these;

"**Class A Notes**" means collectively, the Series A2 Notes and the Series A1 Notes;

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

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*;

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

"**Collection Date**" means the 31 March, 30 June, 30 September and 31 December of each year;

"**Collection Period**" means: (a) prior to the service of an Issuer Acceleration Notice, each trimester commencing on the first calendar day of January, April, July and October (included) of each year and ending on, respectively, the last

calendar day of March, June, September and December (included) of each year until the full reimbursement of the Notes, being the first Collection Period related to the Initial Portfolio, the period commencing on the Initial Valuation Date (included) and ending on 31 March 2013 (included) and being the first Collection Period related to the Subsequent Portfolio, the period commencing on the Subsequent Valuation Date (included) and ending on 31 December 2016 (included), and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date;

"**Collection Policies**" means the Banco Popolare Collection Policies;

"**Collections**" means the Claims;

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

"**Corporate Servicer**" means Securitisation Services S.p.A. or any successor corporate servicer appointed from time to time in respect of this Securitisation;

"**Corporate Services Agreement**" means the agreement dated on or about the Initial Issue Date between the Corporate Servicer, the Representative of the Noteholders and the Issuer;

"**Creberg**" means Credito Bergamasco S.p.A. (before the merger into Banco Popolare);

"**Creberg Claims**" has the meaning given to the term "*Crediti*" in the Creberg Transfer Agreements, which term identifies the debt claims arising from the Creberg Mortgage Loans comprised in the Creberg Portfolios;

"**Creberg Mortgage Loans**" means, from time to time, the aggregate of the residential mortgage loans comprised in the Creberg Portfolios, the Creberg Claims in respect of which have been transferred to the Issuer in accordance with the Creberg Transfer Agreements and "**Creberg Mortgage Loan**" means any one of these;

"**Creberg Portfolio**" means the aggregate of all Creberg Mortgage Loans;

"**Creberg Transfer Agreements**" means the transfer agreements executed between the Issuer and Creberg in relation to the transfer of the Creberg Portfolio;

"***Crediti ad Incaglio***" means:

(a) "*Crediti Scaduti e/o Deteriorati*", being Claims (A) classified as "*Esposizioni scadute e/o sconfinanti deteriorate*" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) after the Subsequent Valuation Date and (B) for which 180 days have elapsed from the expiry of the first instalment which has become Unpaid Instalment (*Rata Insoluta*). For the purposes of this definition, "*Esposizioni scadute e/o sconfinanti deteriorate*" indicates the corresponding category under Chapter "*Avvertenze Generali*", paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", Sub-Paragraph No. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as amended and supplemented from time to time by relevant provisions issued by the Bank of Italy; or

(b) "*Unlikely to Pay Claims*", being Claims (A) classified as "*Inadempienze probabili (unlikely to pay)*" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) after the Subsequent Valuation Date and (B) for which 180 days have elapsed from the expiry of the first instalment which has become Unpaid Instalment (*Rata Insoluta*). For the purposes of this definition, "*Inadempienze probabili* (unlikely to pay)" indicates the corresponding category under Chapter "*Avvertenze Generali*", Paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", Sub-Paragraph No. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as amended and supplemented from time to time by relevant provisions issued by the Bank of Italy;

"**Cumulative Default Rate**" means the fraction, expressed as a percentage:

(a) the numerator of which is represented by the Cumulative Defaults as at each Calculation Date; and

(b) the denominator of which is represented by the Initial Portfolio Outstanding Amount;

"**Cumulative Defaults**" means, as at each Calculation Date, the sum of the Outstanding Principal of all Claims which have become Defaulted Claims as at the date on which they have become Defaulted Claims;

"**DBRS**" indica DBRS Ratings Limited;

"**Decree 239**" means Italian legislative decree No. 239 of 1 April 1996, as subsequently amended;

"**Decree 239 Withholding**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under

Decree 239;

"**Defaulted Claims**" means those Claims classified as "*Sofferenze*" by the Servicer on behalf of the Issuer in accordance with the Collection Policies (*Pratiche Concordate*) as of the Subsequent Valuation Date. For the purpose of the present definition, "*Sofferenze*" means the corresponding category as defined in chapter "*Avvertenze Generali*", paragraph "*Dati Statistici – Regole riguardanti specifiche tipologie di operazioni*", sub-paragraph no. 2) "*Qualità del Credito*" of the Circular of the Bank of Italy No. 272 of 30 July 2008, as subsequently amended and supplemented by the relevant provisions issued by the Bank of Italy;

"**Eligible Institution**" means:

(I) with respect to any entity (other than BP acting as Transaction Bank or Additional Transaction Bank),

(A) 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 long-term unsecured and unsubordinated debt obligations are rated at least:

"A2" by Moody's; and

"A" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or, in the absence of any rating supplied by DBRS, "A" or "A2" by at least two of Fitch, S&P or Moody's (provided that if such public rating is under credit watch negative, or equivalent, then such rating will be considered one notch below);

(B) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America whose long-term unsecured and unsubordinated debt obligations are rated at least:

"A2" by Moody's; and

"A" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or, in the absence of any rating supplied by DBRS, "A" or "A2" by at least two of Fitch, S&P or Moody's (provided that if such public rating is under credit watch negative, or equivalent, then such rating will be considered one notch below); and

(II) with respect to BP acting as Additional Transaction Bank, BP

(A) for so long as its long-term deposit are rated at least "Baa3" by Moody's; and

(1)

(B) for so long as (i) its long-term, unsecured and unsubordinated debt obligations are rated at least "BBB (low)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS); or (ii) the rating one notch below the BP's Critical Obligations Rating (COR) given by DBRS is at least "BBB (low);

(III) with respect to BP acting as Transaction Bank, BP

(A) for so long as its long-term deposit are rated at least "Ba3" by Moody's; and

(2)

(B) for so long as (i) its long-term, unsecured and unsubordinated debt obligations are rated at least "BBB (low)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS) or (ii) the rating one notch below the BP's Critical Obligations Rating (COR) given by DBRS is at least "BBB (low);

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

"**English Deed of Charge and Assignment**" means the deed of charge and assignment executed on or about the Initial Issue Date as amended on 9 June 2014 and as may be further amended or supplemented from time to time between the Issuer and the Representative of the Noteholders and governed by English law;

"**English Law Transaction Documents**" means the English Deed of Charge and Assignment;

"**Equity Capital Account**" means a euro-denominated deposit account opened with Deutsche Bank 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 per cent. of the Issuer's equity capital (equal to €12,000) has been deposited and will remain deposited therein for so long as all notes issued or to be issued by the Issuer have been paid in full;

"**EURIBOR**" means:

(i) prior to the service of an Issuer Acceleration Notice and in respect of each Interest Period, the rate offered in the euro-zone inter-bank market for one-month deposits in euro (save that for the first Interest Period related to the Series 1 Notes the rate obtained upon linear interpolation of the EURIBOR for five and six month deposits in euro) which appears on the 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**") at or about 11.00 a.m. (Brussels time) on the Interest Determination Date falling immediately before the beginning of such Interest Period; or

(ii) following the service of an Issuer Acceleration Notice and in respect of each Interest Period, the rate offered in the euro-zone inter-bank market for deposits in euro applicable in respect of such Interest Period which appears on the Screen Rate nominated and notified by the Agent Bank for such purpose or, if necessary, the relevant linear interpolation, as determined by the Agent Bank in accordance with the Agency and Accounts Agreement at or about 11.00 a.m. (Brussels time) on the Interest Determination Date which falls immediately before the end of the relevant Interest Period; or

(iii) if the Screen Rate is unavailable at such time for deposits in euro in respect of the relevant period, then the rate for any relevant period shall be the arithmetic mean (rounded to 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 inter-bank market at or about 11.00 a.m. (Brussels time) on the relevant Interest Determination Date; or

(iv) if, at that time, the Screen Rate is unavailable and only two or three of the Reference Banks provide such offered quotations to the Agent Bank, the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations; or

(v) if, at that time, the Screen Rate is unavailable and only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the relevant rate shall be the rate in effect for the immediately preceding period to which one of sub-paragraphs (i) or (ii) above shall have applied;

"**Euro**" or "**euro**" or "**€**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended;

"**Euroclear**" means Euroclear Bank S.A./N.V. as operator of the Euroclear System;

"**Euro-zone**" means the region comprised of member states of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as subsequently amended.

"**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 Interim 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;

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

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

"**Financial Institution**" means a bank, broker/dealer, insurance company, structured investment vehicle (SIV), or derivative product company;

"**Financing Bank**" means Banco Popolare in its capacity as financing bank under the Letter of Undertaking or any permitted successor or assignee thereof;

"**First Interest Payment Date**" means the Interest Payment Date falling on 30 April 2013.

"**Guaranteed Accounts**" means the Interim Account and the Expenses Account and any one of them, the "**Guaranteed Account**";

"**Initial Class A Notes Subscriber**" means Banco Popolare;

"**Initial Class A Notes Subscription Agreement**" means the subscription agreement in respect of the Series A1 dated on or about the Initial Issue Date between the Initial Series A1 Notes Subscriber, the Issuer and the Representative of the Noteholders;

"**Initial Closing Date**" means 20 December 2012;

"**Initial Junior Notes Subscriber**" means Banco Popolare;

"**Initial Mortgage Loans**" means, collectively, the Banco Popolare Initial Mortgage Loans and the Creberg Mortgage Loans and "**Initial Mortgage Loan**" means any one of these;

"**Initial Notes Subscribers**" means Banco Popolare;

"**Initial Portfolio Outstanding Amount**" means the aggregate Outstanding Principal of all the Claims as at the relevant Valuation Date, being equal to € 2,501,656,108.93;

"**Initial Portfolio**" means, collectively, the Banco Popolare Initial Portfolio and the Creberg Portfolio;

"**Initial Series 2 Notes Subscriber**" means Banco Popolare;

"**Initial Signing Date**" means 7 December 2012;

"**Initial Subscription Agreements**" means the Initial Class A Notes Subscription Agreement and the Junior Notes Subscription Agreement;

"**Initial Transfer Agreements**" means, collectively, the Banco Popolare Initial Transfer Agreements and the Creberg Transfer Agreements;

"**Initial Valuation Date**" means 19 November 2012;

"**Initial Warranty and Indemnity Agreement**" means the warranty and indemnity agreement, dated 7 December 2012, and executed by and between the Issuer, Banco Popolare and Creberg (before the merger into Banco Popolare);

"**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;

"**Insurance Premia**" means the insurance premia paid by the Originator and which are due to the Originator by the Issuer in accordance with the relevant Transfer Agreements;

"**Intercreditor Agreement**" means an intercreditor agreement dated on or about the Initial Issue Date, as amended and supplemented from time to time, between the Issuer, the Noteholders (represented by the Representative of the Noteholders) and the Other Issuer Creditors;

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

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

"**Interest Determination Date**" means:

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

(b) following the service of an Issuer Acceleration Notice, in respect of each Interest Period, the Calculation Date immediately prior to the Interest Payment Date at the end of such Interest Period;

"**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, the 31 January, 30 April, 31 July and 30 October of each year (or, if any such date is not a Business Day, that date will be the first preceeding day that is a Business Day, being the first Interest Payment Date of the Series 1 Notes the one falling on 30 April 2013 and the first Interest Payment Date of the Series 2 Notes the one falling on January 2017) and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement;

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

"**Interim Account**" means a euro-denominated current account opened by the Issuer with the Interim 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;

"**Irish Stock Exchange**" means the Irish Stock Exchange;

"**Issue Date**" means in respect of the Series 1 Notes the Initial Issue Date and in respect of the Series 2 Notes the Subsequent Issue Date;

"**Issuer**" means BPL Mortgages S.r.l.;

"**Issuer Acceleration Notice**" has the meaning given to it in Condition 10(b) (*Consequence of service of an Issuer Acceleration Notice*);

"**Issuer Available Funds**" means:

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

   a) the amount standing to the credit of the Collection Account and of the Payments Account as at the end of the Collection Period immediately preceding the relevant Calculation Date consisting of, *inter alia*:

      i) payment of interest and repayment of principal under the Mortgage Loans,

      ii) any collections and/or recovery in respect of Defaulted Claims including any disposal proceeds deriving from the sale of any Defaulted Claims,

      iii) any amount received by the Issuer under any of the Transaction Documents during the preceding Collection Period,

      iv) all amounts of interest accrued in respect of any of the Transaction Accounts and the Cash Reserve Account and paid during the Collection Period immediately preceding such Calculation Date, and

   b) the Cash Reserve as at the relevant Calculation Date necessary to pay amounts due under items from (First) to (Fourth) (included) of the Pre-Enforcement Priority of Payments in the event of a shortfall of the Issuer Available Funds in respect of such amounts on the relevant Interest Payment Date, provided that the Cash Reserve could be fully utilised (i) starting from the Interest Payment Date on which the Class A Notes are repaid in full, (ii) if by doing so the Class A Notes will be fully redeemed on that Interest Payment Date and (iii) on the earlier of (a) the Maturity Date and (b) the first Interest Payment Date on which the Post – Enforcement Priority of Payments applies;

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

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

2) as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims, 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, liabilities or expenses incurred by the Issuer in relation to the Securitisation;

"**Issuer Secured Creditors**" means the Noteholders, the Representative of the Noteholders, the Computation Agent, the Servicer, the Principal Paying Agent, the Agent Bank, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, the Initial Notes Subscribers, the Corporate Servicer, the Administrative Servicer, the Back-Up Servicer Facilitator, the Subordinated Loan Provider, Banco Popolare (in respect of any monetary obligation due to them by the Issuer under the Letter of Undertaking, the Transfer Agreements and the Warranty and Indemnity Agreements);

"**Issuer's Rights**" means any monetary right arising out in favour of the Issuer against the Borrowers and any other monetary right arising out in favour of the Issuer in the context of the Transaction, including the Collections and the eventual eligible investments purchased with the Collections.

"**Italian Deed of Pledge**" means a deed of pledge under Italian law executed on or about the Initial 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;

"**Italian Law Transaction Documents**" means the Transfer Agreements, the Servicing Agreement, the Warranty and Indemnity Agreements, the Corporate Services Agreement, the Administrative Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Italian Deed of Pledge, the Mandate Agreement, the Shareholder's Commitment, the Letter of Undertaking, the Subscription Agreements, these Conditions and the Rules of the Organisation of Noteholders and the Subordinated Loan Agreement;

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

(a) prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds to be applied on such Interest Payment Date minus all payments or provisions to be made under the Pre-Enforcement Priority of Payments under items (i) to (xii); or

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

"**Junior Notes Subscription Agreement**" means the subscription agreement in respect of the Junior Notes dated on or about the Initial Issue Date between the Initial Junior Notes Subscriber, the Issuer and the Representative of the Noteholders;

"**Letter of Undertaking**" means a letter of undertaking dated on or about the Initial Issue Date between the Issuer, the Representative of the Noteholders and the Financing Bank, as amended from time to time;

"**Local Business Day**" has the meaning given to it in Condition 8(c) (*Payments on Business Days*);

"**Mandate Agreement**" means a mandate agreement dated on or about the Initial Issue Date between the Issuer and the Representative of the Noteholders, as amended and supplemented from time to time;

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

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

"**Monte Titoli**" means Monte Titoli S.p.A.;

"**Monte Titoli Account Holder**" means any authorised institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System);

"**Moody's**" means Moody's Investors Service Inc. and/or Moody's Investors Service Ltd and/or Moody's Italia S.r.l., as the case may be. In particular:

1) Moody's Investors Service Inc. is not established in the European Union. The use in the European Union of credit ratings issued in the United States of America has been endorsed according to a decision by ESMA pursuant to Article 4(3) of the CRA Regulation; and

2) Moody's Investors Service Ltd and Moody's Italia S.r.l. are established in the European Union, have been registered in compliance with the requirements of the CRA Regulation, and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the ESMA Website (for the avoidance of doubt, such website does not constitute part of this Prospectus);

"**Mortgage Loans**" means, collectively, the Banco Popolare Initial Mortgage Loans, the Creberg Mortgage Loans and the Subsequent Mortgage Loans, and "**Mortgage Loan**" means any one of these;

"**Most Senior Class**" means, at any point in time:

(c) the Class A Notes; or

(d) if no Class A Notes are then outstanding, the Junior Notes;

"**Note Security**" has the meaning given thereto in Condition 4 (*Note Security*);

"**Notes Further Instalment Payments**" means in relation to the Series A1 Notes, Euro 739,100,000.00 and in relation to the Junior Notes, Euro 347,837,000.00;

"**Notes Initial Instalment Payments**"means in relation to the Series A1 Notes Euro 1,701,300,000.00 and in relation to the Junior Notes, Euro 800,618,000.00;

"**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 Banco Popolare or any permitted successor or assignee thereof;

"**Originator's Claims**" means, collectively, the monetary claims that the Originator may have from time to time against the Issuer under the relevant Transfer Agreements (other than in respect of the relevant Purchase Price) and the Warranty and Indemnity Agreements, and including, without limitation, the relevant Rateo Amounts, the relevant Insurance Premia, the interest on the relevant Purchase Price and all amounts due and payable to the Originator for the repayment of any loan extended to the Issuer under clause 12.4 of the relevant Transfer Agreements and clause 6.4.3 of the Warranty and Indemnity Agreements;

"**Other Issuer Creditors**" means, collectively, the Representative of the Noteholders, Banco Popolare (in any capacity), the Servicer, the Back-up Servicer Facilitator, the Transaction Bank, the Additional Transaction Bank, the Initial Class A Notes Subscriber, the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Computation Agent, the Principal Paying Agent, the Agent Bank, the Initial Junior Notes Subscriber and the Subordinated Loan Provider;

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

"**Payments Account**" means a euro-denominated current account opened by the Issuer with the Principal Paying Agent, 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;

"**Portfolio**" means, collectively, the Banco Popolare Initial Portfolio, the Creberg Portfolio and the Subsequent Portfolio;

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

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

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

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

"**Previous Securitisation**" means the securitisation transactions carried out by the Issuer in accordance with the Securitisation Law completed in June 2014 and restructured in February 2016;

"**Previous Securitisation Notes**" means the notes issued in the context of the Previous Securitisation;

"**Previous Transaction Documents**" means the documents, deeds and agreements defined as "Transaction Documents" in the prospectus related to the Previous Securitisation;

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

(A) in relation to each Class of the Series 1 Notes:

(i) the aggregate of the relevant Notes Initial Instalment Payments and of the relevant Notes Further Instalment Payments made in respect thereof, minus (ii) the aggregate 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; and

(B) in relation to each Class of the Series 2 Notes:

(i) the aggregate principal amount outstanding upon issue, minus (ii) the aggregate amount of all Principal Payments in respect of that Class of Notes which have become due and payable (and which have actually been paid) on or prior to that day;

"**Principal Payments**" has the meaning given in Condition 7(e) (*Mandatory redemption of the Notes*);

"**Priority of Payments**" means, as the case may be, any of the Pre-Enforcement Priority of Payments or the Post-

Enforcement Priority of Payments;

"**Prospectus**" means the Prospectus of the Series 1 Notes and/or the Prospectus of the Series 2 Notes, as the case may be.

"**Prospectus of the Series 1 Notes**" means the prospectus for the Series 1 Notes dated 21 December 2012 and published by the Issuer in connection with the issue of the Series 1 Notes and which constitute a *prospetto informativo* for the Series 1 Notes in accordance with the Securitisation Law;

"**Prospectus of the Series 2 Notes**" means the prospectus for the Series 2 Notes dated on or about the Subsequent Issue Date and published by the Issuer in connection with the issue of the Series 2 Notes and which constitute a *prospetto informativo* for the Series 1 Notes in accordance with the Securitisation Law;

"**Purchase Price**" has the meaning given to the term "*Prezzo di Acquisto*" in the relevant Transfer Agreement and "**Purchase Prices**" means the aggregate of the Purchase Price of each Transfer Agreement;

"**Rateo Amount**" has the meaning given to the term "*Ratei*" in the relevant Transfer Agreement and "**Rateo Amounts**" means the aggregate of the Rateo Amount of each Transfer Agreement;

"**Rating Agencies**" means Moody's and DBRS;

"**Reference Banks**" means, initially, Barclays Bank PLC, Lloyds TSB Bank plc and HSBC Bank plc, each acting through its principal London office and, if the principal London office of any such bank is unable or unwilling to continue to act as a Reference Bank, the principal London office of such other bank as the Issuer shall appoint and as may be approved in writing by the Representative of the Noteholders to act in its place;

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

"**Reporting Date**" means the date falling no later than seven Business Days immediately following the end of each preceding Collection Period, being the first Reporting Date, the 10 April 2013 and the first Reporting Date on which reference also to the Subsequent Portfolio will be made being the 10 January 2017;

"**Retention Amount**" means the amount of € 50,000;

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

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

"**Servicer Report**" means the report prepared and submitted by the Servicer to on each Reporting Date in the form set out in the Servicing Agreement and containing information as to the Portfolio and the Collections in respect of the preceding Collection Period;

"**Servicer**" means Banco Popolare;

"**Servicer's Advance**" means those amounts due to the Servicer under clauses 3.8 and 12.5.4 of the Servicing Agreement;

"**Servicer's Senior Reimbursements**" has the meaning ascribed to the term *Restituzioni Servicer Senior* in the Servicing Agreement;

"**Servicer's Junior Reimbursements**" has the meaning ascribed to the term *Restituzioni Servicer Junior* in the Servicing Agreement;

"**Servicing Agreement**" means the servicing agreement dated the Initial Signing Date between the Issuer and the Servicer, as amended and supplemented on 12 February 2016 and on or about the Subsequent Issue Date;

"**Shareholder's Commitment**" means the shareholder's commitment in relation to the Issuer dated the Issue Date, between the Issuer, SVM Securitisation Vehicles Management S.r.l. and the Representative of the Noteholders;

"**Solvency II Directive**" means the Directive 2009/138/EC of the European Parliament and of the Council on the

taking-up and pursuit of the business of Insurance and Reinsurance;

"**Solvency II Regulation**" means the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing the Solvency II Directive;

"**Specified Offices**" has the meaning given in Condition 17(d) (*Initial Specified Offices*);

"**Subordinated Loan**" means the subordinated loan granted by the Subordinated Loan Provider in connection with the Subordinated Loan Agreement;

"**Subordinated Loan Agreement**" means the subordinated loan agreement executed on or about the Initial Issue Date between the Subordinated Loan Provider (including Creberg before the merger into Banco Popolare), the Representative of the Noteholders and the Issuer;

"**Subordinated Loan Provider**" means Banco Popolare or any permitted successor or assignee thereof;

"**Subscription Agreements**" means the Initial Subscription Agreements and/or the Subsequent Subscription Agreement, as the case may be;

"**Subsequent Claims**" has the meaning given to the term "*Crediti*" in the Subsequent Transfer Agreement, which term identifies the debt claims arising from the Subsequent Loans comprised in the Subsequent Portfolio;

"**Subsequent Closing Date**" means 27 October 2016;

"**Subsequent Collections**" means any monies from time to time paid, as of the relevant Valuation Date (included), in respect of the Subsequent Mortgage Loans and the related Subsequent Claims;

"**Subsequent Mortgage Loans**" means, from time to time, the residential mortgage loans which have been transferred to the Issuer in accordance with the Subsequent Transfer Agreement and "**Subsequent Mortgage Loan**" means any one of these;

"**Subsequent Portfolio**" means the aggregate of all Subsequent Mortgage Loans;

"**Subsequent Signing Date**" means 13 October 2016;

"**Subsequent Subscription Agreement**" means the subscription agreement for the Series 2 Notes;

"**Subsequent Transfer Agreement**" means the transfer agreement executed on 13 October 2016 betweeen the Issuer and Banco Popolare in relation to the transfer of the Subsequent Portfolio;

"**Subsequent Portfolio Outstanding Amount**" means the aggregate Outstanding Principal of all the Subsequent Claims as at the Subsequent Valuation Date, being equal to € 1,078,471,626.04;

"**Subsequent Valuation Date**" means 00.01 of the 10 October 2016;

"**Subsequent Warranty and Indemnity Agreement**" means the warranty and indemnity agreement executed on or about the Subsequent Issue Date by and between the Issuer and Banco Popolare;

"**Target Cash Reserve Amount**" means the amount equal to € 64,000,000.00 save that the Target Cash Reserve Amount will be reduced to zero in respect of the Interest Payment Date on which the Class A Notes are redeemed in full;

"**TARGET Settlement Day**" means any day on which the TARGET system is open;

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

"**Transaction Accounts**" means the Collection Account, the replacement Expenses Account (if opened with the Transaction Bank in accordance with the Agency and Accounts Agreement) and "**Transaction Account**" means any one of them;

"**Transaction Documents**" means, collectively, the Italian Law Transaction Documents and the English Law Transaction Documents;

"**Transfer Agreements**" means, collectively, the Banco Popolare Initial Transfer Agreements, the Creberg Transfer Agreements and the Subsequent Transfer Agreement and "**Transfer Agreement**" means any one of these;

"**Unpaid Instalment**" means an instalment which, at a given date, is due but not fully paid and remains such for at least 30 calendar days, following the date on which it should have been paid under the terms of the relevant Mortgage Loan;

"**Valuation Date**" has the meaning ascribed to the term "*Data di Valutazione*" in each Transfer Agreement;

"**Warranty and Indemnity Agreements**" means, collectively, the Initial Warranty and Indemnity Agreement and the Subsequent Warranty and Indemnity Agreement; 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:

(i) 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 selected by it), such proceedings are being disputed by the Issuer in good faith with a reasonable prospect of success;

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

(iii) 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

(iv) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of the Issuer (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders) or any of the events under article 2484 of the Italian civil code occurs with respect to the Issuer;

2. FORM, DENOMINATION AND TITLE

(a) **Form**

The Series 1 Notes and the Series 2 Notes will be held in dematerialised form on behalf of the beneficial owners as of the relevant Issue Date, until redemption or cancellation thereof, by Monte Titoli S.p.A. for the account of the relevant Monte Titoli Account Holder. Monte Titoli S.p.A. shall act as depository for Clearstream, Luxembourg and Euroclear.

(b) **Denomination**

The Senior Notes are issued in the denomination of € 100,000. The Junior Notes are issued in the denomination of € 1,000.

(c) **Title**

The Notes will at all times be in book entry form and title to the Notes will be evidenced by book entries in accordance with: (i) article 83-bis of the Legislative Decree No. 58 of 24 February 1998 and (ii) Regulation jointly issued on 22 February 2008 by the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") and the Bank of Italy as subsequently amended and supplemented. 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 an Issuer Acceleration Notice:

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

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

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

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

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

(iii) In respect of the obligations of the Issuer (a) to pay interest and (b) to repay principal on the Notes following the service of an Issuer Acceleration Notice:

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

(B) the Junior Notes will rank *pari passu* and without any preference or priority among themselves, but subordinated to payment in full of all amounts due under the Class A 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 the interests of the Junior Noteholders, the Representative of the Noteholders is required under the Intercreditor Agreement and the Rules of the Organisation of Noteholders to have regard only to the interests of the Class A Noteholders, until the Class A Notes have been entirely redeemed.

(c) **Sole obligations**

The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other parties to the Transaction Documents.

(d) **Pre-Enforcement Priority of Payments**

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

provisions of a higher priority have been made in full:

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

(A) any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Banco Popolare under the Letter of Undertaking);

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

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

(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 and expenses of and all other amounts due and payable to the Representative of the Noteholders, or any appointee thereof; and

(B) 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 due and payable to, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Back-up Servicer Facilitator, the Servicer (including any amount due to the Servicer as Servicer's Senior Reimbursements), the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Transaction Bank and the Additional Transaction Bank each, under the Transaction Document(s) to which it is a party;

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

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

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

(vii) *seventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator in respect of the relevant Rateo Amounts (if any) under the terms of the Transaction Documents;

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu,*according to the respective amounts thereof, of all amounts of interest and principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(ix) *ninth,* in or towards satisfaction, *pro rata* and *pari passu,* according to the respective amounts

thereof, of:

(A) all amounts due and payable to the Originator in respect of the Originator's Claims (if any) under the terms of the Transaction Documents;

(B) all amounts due and payable to the Servicer as (i) Servicer's Advance (if any) and/or (ii) Servicer's Junior Reimbursements, under the terms of the Servicing Agreement; and

(C) all amounts due and payable to Banco Popolare in connection with the granting of a limited recourse loan under the Letter of Undertaking;

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

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

(xii) *twelfth*, on the Final Redemption Date and on any Interest Payment Date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

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

provided, however, that, should the Computation Agent not receive within five Business Days from the relevant Reporting Date the Servicer Report necessary for it to prepare the Payments Report in respect of any Calculation Date, the Computation Agent shall promptly inform the Issuer, the Rating Agencies and the Representative of the Noteholders (the "**Servicer Report Delivery Failure Event**").

On or prior to any such Calculation Date, based on the information available as of such date, the Computation Agent will calculate:

(I) the interest payable in respect of the Class A Notes on the immediately following Interest Payment Date;

(II) the fees payable to the Servicer on the immediately following Interest Payment Date pursuant to item (iii) of the Pre-Enforcement Interest Priority of Payments which shall be assumed to be equal to the amount specified in the last available Servicer Report; and

(III) without duplication of (b) above, the payments (if any) to be made on the immediately following Interest Payment Date pursuant to items from (i) to (iv) of the Pre-Enforcement Interest Priority of Payments,

and, based on the information listed above, will compile a payments report in substantially the form attached hereto as schedule 5 to the Agency and Accounts Agreement (the "**Provisional Payments Report**").

Following distribution of the Provisional Payments Report, the Computation Agent will promptly prepare an instruction for the payment of the amounts detailed in the relevant Provisional Payments Report to be submitted to the Issuer for authorisation purposes and to be forwarded to the Principal Paying Agent once signed by the Issuer.

On the Interest Payment Date immediately following the occurrence of a Servicer Report Delivery Failure Event all sums available to the Issuer after payment of all amounts due and payable from (i) to (iv) of the Pre-Enforcement Priority of Payments will be applied by the Issuer:

(i) *first*, to the credit of the Cash Reserve Account the amount necessary to replenish it so that the Cash Reserve standing to the credit of the Cash Reserve Account equals the Target Cash Reserve Amount (if any); and

(ii) *second*, to the credit of the Collection Account.

On the Calculation Date immediately following the Interest Payment Date on which a Servicer Report Delivery Failure Event has occurred (the "**Partial Distribution Interest Payment Date**"), subject to receipt of the relevant Servicer Report, the Computation Agent will make any necessary adjustment to take into account any differences and/or discrepancies between (i) the amounts paid on the immediately preceding Partial Distribution Interest Payment Date on the basis of the Provisional Payments Report and (ii) the actual amounts that would have been due on such Interest Payment Date had the relevant Servicer Report been delivered.

(e) **Post-Enforcement Priority of Payments**

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

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

(A) any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Banco Popolare under the Letter of Undertaking);

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

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

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

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

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts

thereof, of any and all outstanding fees, costs and expenses due and payable to, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Back-up Servicer Facilitator, the Servicer (including any amount due to the Servicer as Servicer's Senior Reimbursements), the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Transaction Bank and the Additional Transaction Bank each, under the Transaction Document(s) to which it is a party;

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

(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 towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Originator in respect of the relevant Rateo Amounts (if any) under the terms of the Transaction Documents;

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

(A) all amounts due and payable to the Originator in respect of the relevant Originator's Claims (if any) under the terms of the Transaction Documents;

(B) all amounts due and payable to the Servicer as (i) Servicer's Advance (if any) and/or (ii) Servicer's Junior Reimbursements, under the terms of the Servicing Agreement; and

(C) all amounts due and payable to Banco Popolare in connection with the granting of a limited recourse loan under the Letter of Undertaking;

(viii) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*,according to the respective amounts thereof, of all amounts of interest and principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

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

(x) *tenth*, 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

(xi) *eleventh*, up to but excluding the Post-Enforcement Final Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of the Junior Notes Remuneration at such date,

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

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

(f) **Expenses**

From time to time, during an Interest Period, the Issuer shall, in accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors in

order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

4. NOTE SECURITY

As security for the discharge of the Secured Amounts, the Issuer has created and will create the following security (together, the "**Note Security**"):

(i) concurrently with the issue of the Series 1 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) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Conditions, the Rules of the Organisation of Noteholders, the Italian Deed of Pledge, and the Mandate Agreement);

(ii) concurrently with the issue of the Series 1 Notes and the Series 2 Notes, in favour of the Representative of the Noteholders for itself and as trustee for the Noteholders and the other Issuer Secured Creditors:

(A) an English law charge over the Transaction Accounts;

(B) an English law assignment by way of security of all the Issuer's rights under the provisions of the Agency and Accounts Agreement which are governed by English law (if any) and all other present and future contracts, agreements, deeds and documents governed by English law to which the Issuer may become a party in relation to the Notes, the Claims and the Portfolio; and

(C) a floating charge over all of the Issuer's assets which are subject to the assignments or charges described under (A) and (B) above and not effectively assigned or charged thereunder.

The rights arising from the Note Security in favour of the Noteholders which are incorporated in each of the relevant Notes are transferred together with the transfer of any relevant Note at the time of transfer of such Note. Each holder of any of such Notes from time to time will have the benefit of such rights.

By operation of Italian law, the Issuer's rights, title and interest in and to the Portfolio and the other Issuer's Rights will be segregated from all other assets of the Issuer and amounts deriving therefrom will be available both prior and following a winding-up of the Issuer only to satisfy the Issuer's obligations to the Noteholders, the Other Issuer Creditors and any other 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), shareholders' meetings to be convened in order to:

(b) **Negative pledge**

create or permit to subsist any Security Interest whatsoever upon, or with respect to the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation or undertakings (other than under the Note Security) or sell, lend, part with or otherwise dispose of all or any part of the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation whether in one transaction or in a series of transactions;

(c) **Restrictions on activities**

(A) without prejudice to Condition 5(n) (*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;

(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;

(C) at any time approve or agree or consent to any act or thing whatsoever which is materially prejudicial to the interests of the Noteholders under the Transaction Documents or do, or permit to be done, any act or thing in relation thereto which is materially prejudicial to the interests of the Noteholders under the Transaction Documents; or

(D) become the owner of any real estate asset;

(d) **Dividends or distributions**

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

(e) **Borrowings**

without prejudice to Condition 5(n) (*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 other than for the purposes of the Securitisation;

(f) **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;

(g) **Waiver or consent**

permit any of the Transaction Documents (i) to be amended, terminated or discharged, if such amendment, termination or discharge may negatively affect the interests of the holders of the Notes of the Most Senior Class or (ii) to become invalid or ineffective or the priority of the Security Interests created thereby to be reduced or consent to any variation thereof or exercise any powers of consent, direction or waiver pursuant to the terms of any of the Transaction Documents or permit any party to the Transaction Documents or any other person whose obligations form part of the Note Security to be released from its respective obligations in a way which may negatively affect the interests of the holders of the Notes of the Most Senior Class;

(h) **Mortgage Loans**

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

(i) **Bank accounts**

with the exception of the Equity Capital Account and such other accounts that the Issuer may have opened in the context of the Previous Securitisation or may open in the future in the context of securitisation transactions other than this Securitisation and without prejudice to Condition 5(n) (*Further Securitisations and corporate existence*), have an interest in any bank account other than the Accounts, without the prior consent of the Representative of the Noteholders and provided that the opening of any such account will not prejudice any of the ratings of the Class A Notes and that the net interest or other return on any such new account is not lower than that which is then applicable on the Accounts;

(j) **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;

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

permit or consent to any of the following occurring:

(i) its books and records being maintained with or co-mingled with those of any other person or entity or those of any other securitisation transaction other than this Securitisation;

(ii) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity; or

(iii) 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; and

(E) any known misunderstandings regarding its separate identity are corrected as soon as possible; or

(l) **Residency and centre of main interests**

become resident, including without limitation for tax purposes, in any country outside Italy or cease to be

managed and administered in Italy or cease to have its centre of main interests in Italy; or

(m) **Compliance with corporate formalities**

cease to comply with all necessary corporate formalities.

None of the covenants in this Condition 5(a) (*Covenants by the Issuer*) shall prohibit the Issuer from (i) performing its obligations under the Previous Transactions Documents in accordance with their terms or (ii) carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

(n) **Further Securitisations and corporate existence**

None of the covenants in Condition 5(a) (*Covenants by the Issuer*) shall prohibit the Issuer from:

(a) acquiring, or financing pursuant to article 7 of the Securitisation Law, by way of separate transactions unrelated to this Securitisation, further portfolios of monetary claims in addition to the Claims either from the Originator or from any other entity (the "**Further Portfolios**") or entering into one or more bridge loans for the purposes of purchasing Further Portfolios provided that such bridge loans are repaid through, and limited recourse to, the proceeds arising from the Further Notes (as defined below);

(b) securitising such Further Portfolios (each, a "**Further Securitisation**") through the issue of further debt securities additional to the Notes (the "**Further Notes**");

(c) entering into agreements and transactions, with the Originator or any other entity, that are incidental to or necessary in connection with such Further Securitisation including, *inter alia*, the ring-fencing or the granting of security over such Further Portfolios and any right, benefit, agreement, instrument, document or other asset of the Issuer relating thereto to secure such Further Notes (the "**Further Security**"),

provided that:

A. the Issuer confirms in writing to the Representative of the Noteholders that such Further Security does not comprise or extend over any of the Claims or any of the other Issuer's Rights;

B. the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of the Further Notes contain provisions to the effect that the obligations of the Issuer whether in respect of interest, principal, premium or other amounts in respect of such Further Notes, are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security;

C. the Issuer confirms in writing to the Representative of the Noteholders that each party to such Further Securitisation agrees and acknowledges that the obligations of the Issuer to such party in connection with such Further Securitisation are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security and that each creditor in respect of such Further Securitisation or the representative of the holders of such Further Notes has agreed to limitations on its ability to take action against the Issuer, including in respect of insolvency proceedings relating to the Issuer, on terms in all significant respects equivalent to those contained in the Intercreditor Agreement;

D. the Issuer has notified in writing the Rating Agencies of its intention to carry out a Further Securitisation and provided that any such Further Securitisation would not adversely affect the then current rating of any of the Class A Notes;

E. the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of such Further Notes will include:

   (I) covenants by the Issuer in all significant respects equivalent to those covenants provided in paragraphs (A) to (D) above; and

   (II) provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this provision; and

F. such Further Securitisation shall not affect the qualification of the Class A Notes as eligible collateral (if applicable), within the meaning of the guidelines issued by the European Central Bank (ECB) in September 2011 (*The implementation of monetary policy in the Euro area*) and in March 2013 (*Additional temporary measures relating to Eurosystem refinancing operation and eligibility of collateral*), as subsequently amended and supplemented, for liquidity and/or open market transactions carried out with a central bank in the Eurozone; and

G. the Representative of the Noteholders is satisfied that conditions (A) to (F) of this provision have been satisfied.

Banco Popolare will cooperate with the Issuer in carrying – out all the activities above mentioned where

necessary and the Representative of the Noteholders, in confirming that Conditions (A) to (F) of this provision have been satisfied, 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 expedient (in its absolute discretion) in the interests of the Noteholders and may rely on any written confirmation from the Issuer as to the matters contained therein.

6. INTEREST

(a) Interest Payment Dates and Interest Periods

Each Class A Note bears interest on its Principal Amount Outstanding from (and including) the relevant Issue Date at the applicable rate determined in accordance with this Condition, payable in euro in arrear on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). The Junior Notes will accrue interest in an amount equal to the Junior Notes Remuneration (if any) calculated in accordance with paragraph (f) of this Condition, payable in euro in arrear on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). Each period beginning on (and including) an Interest Payment Date (or, in the case of the first Interest Period, the relevant Issue Date) and ending on (but excluding) the next (or, in the case of the first Interest Period, the first) Interest Payment Date is herein called an "**Interest Period**".

(b) Termination of interest

Each Note shall cease to bear interest from and including its due date for final redemption, unless payment of principal due is improperly withheld or refused or default is otherwise made in respect of payment thereof, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of:

(a) 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

(b) the Cancellation Date.

(c) Rate of interest on the Class A Notes

The rate of interest applicable to the Class A Notes for each Interest Period will be determined by the Agent Bank on each Interest Determination Date preceding the relevant Interest Period, and will be the higher of:

(1) 0% (*zero per cent*); and

(2) the sum of:

(a) the EURIBOR as defined in Condition 1 (*Definitions*); and

(b) 0.30 per cent. per annum for the Series 1 Notes and 0.25 per cent. per annum for the Series 2 Notes (the "**Class A Rate of Interest**").

(d) Interest on the Junior Notes

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

(e) Calculation of Interest Amounts

The Agent Bank will, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date in relation to each Interest Period, but in no event later than the third Business Day thereafter, determine the amount of interest payable in respect of the Class A Notes for the relevant Interest Period (each such amount, the "**Interest Amount**"). The Interest Amount shall be determined by applying the Class A Rate of Interest for such Interest Period to the Principal Amount Outstanding of the Class A Notes during such Interest Period, multiplying the product of such calculation by the actual number of days in the Interest Period concerned divided by 360, and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(f) Calculation of Junior Notes Remuneration

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

Interest Payment Date.

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

The Agent Bank will cause the Class A Rate of Interest and each Interest Amount for each Interest Period and the relative Interest Payment Date, to be notified to the Issuer, the Principal Paying Agent, the Computation Agent, the Representative of the Noteholders, Monte Titoli and any stock exchange or other relevant authority on which any Class of Notes is at the relevant time listed and (if so required by the rules of the relevant stock exchange) to be published in accordance with Condition 17 (*Notices*) as soon as practicable after their determination, but in any event not later than the second Business Day thereafter.

(h) **Amendments to publications**

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

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

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

(a) determine the Class A Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedures described in this Condition), it shall deem fair and reasonable in all the circumstances; and/or (as the case may be);

(b) calculate the relevant Interest Amount in the manner specified in this Condition,

and any determination and/or calculation shall be deemed to have been made by the Agent Bank.

(j) **Interest Amount Arrears**

Without prejudice to the right of the Representative of the Noteholders to serve to the Issuer an Issuer Acceleration Notice pursuant to Condition 10(a)(i) (*Non-payment*), prior to the service of an Issuer Acceleration Notice, in the event that on any Interest Payment Date there are any Interest Amount Arrears, such Interest Amount Arrears shall be deferred on the following Interest Payment Date or on the day an Issuer Acceleration Notice is served to the Issuer, whichever comes first. Any such Interest Amount Arrears shall not accrue additional interest. A *pro rata* share of such Interest Amount Arrears shall be aggregated with the amount of, and treated for the purpose of this Condition as if it were, interest due, subject to this paragraph, on each Class A Note on the next succeeding Interest Payment Date.

(k) **Notification of Interest Amount Arrears**

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

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 Interest Payment Date falling in October 2058 (the "**Maturity Date**"), subject as provided in Condition 8 (*Payments*).

(b) **Cancellation Date**

If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds for application in or towards such redemption, any amount unpaid shall remain outstanding and these Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence

(*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled.

(c) **Optional redemption of the Notes**

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

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

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

(c) giving not more than 60 nor less than 30 days' written notice to the Bank of Italy of its intention to redeem all Classes of Notes (in whole but not in part).

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

The transfer of the Claims pursuant to this Condition shall be construed as a "*vendita a rischio e pericolo del compratore*" pursuant to article 1488, second paragraph, of the Italian civil code with express derogation by the relevant parties of article 1266 of the Italian civil code with reference to the guarantee, granted by the transferor, of the existence of the claims and article 1448 of the Italian civil code shall not apply. The transfer of the Claims shall be subject to payments to the Issuer of the relevant purchase price.

The sale of the Clains shall be conditional upon the delivery by the purchaser to the Issuer and to the Representative of the Noteholders of: (i) a certificate of good standing of the Chamber of Commerce (*certificato di vigenza della* Camera *di Commercio*) to be dated not prior than 15 (fifteen) days before the date of the sale of the Claims; (ii) a solvency certificate signed by a legal representative duly authorized by the purchaser to be dated the date of the sale of the Claims and (iii) except where the issuance of such certificate is not permitted by the internal rules applied by the relevant court, also a certificate of the bankruptcy court ("*Tribunale civile – sezione fallimentare*") confirming that the purchaser is not subject to any insolvency or similar proceedings to be dated not prior than 15 (fifteen) days before the date of the sale of the Portfolios.

Any cost and expense related to the transfer of the Claims shall be borne by the purchaser.

For so long as any of the Class A 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(c) (*Optional redemption of the Notes*) to the Irish Stock Exchange.

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

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

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

(b) either the Issuer or any paying agent appointed in respect of the Class A Notes or any custodian of the Class A Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Class A Notes, from any payment of principal or interest on such Interest Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or

assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Class A Notes before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Mortgage Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

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

subject to the Issuer:

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

(b) providing to the Representative of the Noteholders:

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

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

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

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

The transfer of the Claims pursuant to this Condition shall be construed as a "*vendita a rischio e pericolo del compratore*" pursuant to article 1488, second paragraph, of the Italian civil code with express derogation by the relevant parties of article 1266 of the Italian civil code with reference to the guarantee, granted by the transferor, of the existence of the claims and article 1448 of the Italian civil code shall not apply. The transfer of the Claims shall be subject to payments to the Issuer of the relevant purchase price.

The sale of the Clains shall be conditional upon the delivery by the purchaser to the Issuer and to the Representative of the Noteholders of: (i) a certificate of good standing of the Chamber of Commerce (*certificato di vigenza della* Camera *di Commercio*) to be dated not prior than 15 (fifteen) days before the date of the sale of the Claims; (ii) a solvency certificate signed by a legal representative duly authorized by the purchaser to be dated the date of the sale of the Claims and (iii) except where the issuance of such certificate is not permitted by the internal rules applied by the relevant court, also a certificate of the bankruptcy court ("*Tribunale civile – sezione fallimentare*") confirming that the purchaser is not subject to any insolvency or similar proceedings to be dated not prior than 15 (fifteen) days before the date of the sale of the Portfolios.

Any cost and expense related to the transfer of the Claims shall be borne by the purchaser.

For so long as any of the Class A 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(d) (*Optional redemption for taxation, legal or regulatory reasons*) to the Irish Stock Exchange.

(e) **Mandatory redemption of the Notes**

(a) Prior to the service of an Issuer Acceleration Notice, if, on any Calculation Date, there are Issuer Available Funds, the Issuer will apply such Issuer Available Funds on the immediately following Interest Payment Date in or towards the mandatory redemption of the Notes of each Class (in

whole or in part) in accordance with the Pre-Enforcement Priority of Payments.

(b) The principal amount redeemable in respect of each Note on any Interest Payment Date (each, a "**Principal Payment**") shall be a *pro rata* share of the Issuer Available Funds determined in accordance with the provisions of this Condition and the Pre-Enforcement Priority of Payments to be available to redeem Notes of the relevant Class on such date, calculated by reference to the ratio borne by the then Principal Amount Outstanding of such Note to the then Principal Amount Outstanding of the Notes of such Class (rounded down to the nearest cent), provided always that no such Principal Payment may exceed the Principal Amount Outstanding of the relevant Note.

(f) **Calculation of Issuer Available Funds, principal payments, interest payments and Principal Amount Outstanding**

On each Calculation Date, the Issuer will procure that the Computation Agent determines, in accordance (where applicable) with Condition 3 (*Status, ranking and priority*):

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iii) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iv) the Junior Notes Remuneration (if any);

(v) the Principal Amount Outstanding of each Class of Notes on the next following Interest Payment Date;

(vi) the Principal Amount Outstanding of the Notes of all Classes on the next following Interest Payment Date;

(vii) the interest payable (if any) in respect of the Class A Notes on the next following Interest Payment Date;

(viii) the amount of the Cash Reserve after draw-down and replenishment on the immediately following Interest Payment Date;

(ix) the Interest Amount Arrears, if any, that will arise in respect of the Class A Notes on the immediately following Interest Payment Date;

(x) the amount to be credited to the Cash Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(xi) the Target Cash Reserve Amount;

(xii) the payments (if any) to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Document; and

(xiii) the amounts payable to the Subordinated Loan Provider under the Subordinated Loan Agreement;

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

(g) **Calculations final and binding**

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

(h) **Notice of determination and redemption**

The Issuer will cause each determination of any Interest Amounts, Principal Payments (if any) and Principal Amount Outstanding to each Class of Notes to be notified immediately after the calculation to the Representative of the Noteholders, the Agents, Monte Titoli and (for so long as any Class A Notes are listed on any stock exchange) each stock exchange on which any Class of Notes is then listed and will immediately cause details of each determination of any Interest Amounts, Principal Payments (if any) and Principal Amount Outstanding to each Class of Notes to be published in accordance with Condition 17 (*Notices*) by no later than one Business Day prior to such Interest Payment Date if required by the rules of

the Irish Stock Exchange.

(i) **Notice irrevocable**

Any such notice as is referred to in Condition 7(h) (*Notice of determination and redemption*) shall be irrevocable and the Issuer shall, in the case of a notice under Condition 7(h) (*Notice of determination and redemption*), be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition.

(j) **Determinations by the Representative of the Noteholders**

If the Issuer does not at any time for any reason determine or cause to be determined a Principal Payment or the Principal Amount Outstanding in accordance with the preceding provisions of this Condition, such Principal Payment and/or, as applicable, Principal Amount Outstanding shall be determined by the Representative of the Noteholders in accordance with this Condition (but without the Representative of the Noteholders incurring any liability to any person as a result) and each such determination shall be deemed to have been made by the Issuer.

(k) **No purchase by the Issuer**

The Issuer will not purchase any of the Notes.

(l) **Cancellation**

All Notes redeemed in full will forthwith be cancelled upon redemption and accordingly may not be reissued or resold.

8. PAYMENTS

(a) **Payments through Monte Titoli, Euroclear and Clearstream, Luxembourg**

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

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

(b) **Payments subject to tax laws**

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

(c) **Payments on Business Days**

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

(d) **Notification to be final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*), whether by the Reference Banks (or any of them), 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 Reference Banks, 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 in respect of the Series A2 Notes will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature other than a Law 239 Deduction or any other withholding or deduction required to be made by applicable law (including, for the avoidance of doubt, any withholding or deduction required pursuant to U.S. Foreign Account Tax Compliance Act, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto). Neither the Issuer nor any other Person shall be obliged to pay any additional amount to any Noteholder as a consequence of any such withholding or deduction. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default*).

10. EVENTS OF DEFAULT

(a) **Events of Default**

Subject to the other provisions of this Condition, each of the following events shall be treated as an "**Event of Default**":

(i) *Non-payment*:

(a) the Issuer fails to repay any amount of principal due and payable in respect of the Class A Notes on the Maturity Date (provided that a 3 (three) Business Days' grace period shall apply and further provided that non payment of principal on the Notes due to the Servicer not having provided the Servicer Report (as described in Condition 3(d) (*Pre-Enforcement Priority of Payments*) shall not constitute an Event of Default) or fails to pay any Interest Amount within five days of the relevant Interest Payment Date; or

(b) having enough Issuer Available Funds available in accordance with the applicable Order of Priority to pay the amount of principal then due and payable on the Class A Notes, the Issuer defaults in the payment of such amount for a period of 3 (three) Business Days from the due date thereof (provided that non payment of principal on the Notes due to the Servicer not having provided the Servicer Report (as described in Condition 3(d) (*Pre-Enforcement Priority of Payments*)) shall not constitute an Event of Default); 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 (other than any obligation for the payment of principal and interest due and payable on the Class A Notes), the Intercreditor Agreement or any other Transaction Document to which it is a party and such default is, in the sole opinion of the Representative of the Noteholders, (A) incapable of remedy or (B) capable of remedy, but remains unremedied for 30 days 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 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:

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

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

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Class A

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 or the Transaction Documents to which the Issuer is a party.

Service of an Issuer Acceleration Notice

If an Event of Default occurs, then (subject to Condition 10(b) (*Consequences of service of an Issuer Acceleration Notice*)), the Representative of the Noteholders may, at its sole discretion, and shall:

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

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

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

(a) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(iii) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(b) in each case, the Representative of the Noteholders shall have been indemnified and/or secured 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) **Consequences of service of an Issuer Acceleration Notice**

Upon the service of an Issuer Acceleration Notice as described in this Condition, (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date in accordance with Condition 6(j) (*Interest Amount Arrears*), without further action, notice or formality; (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 Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement. The Noteholders hereby irrevocably appoint, as from the date hereof and with effect on and from the date on which the Notes shall become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes shall become due and payable, such monies to be applied in accordance with the Post-Enforcement Priority of Payments.

11. ENFORCEMENT

(a) **Proceedings**

The Representative of the Noteholders may, at its discretion and without further notice, institute such proceedings as it thinks fit at any time after the service of an Issuer Acceleration Notice to enforce repayment of 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 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes;

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

In addition, the Rules of the Organisation of the Noteholders and the Intercreditor Agreement contains (i) 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 and (ii) provisions limiting the powers of the

Noteholders, *inter alia*, to institute against or join any person in instituting against, the Issuer, any bankruptcy, insolvency or compulsory liquidation and similar proceedings, that shall be deemed to be included in this Conditions and shall be binding on all the Noteholders.

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

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

(i) a sufficient amount would be realised to allow payment in full of all amounts owing to the holders of each Class of the Class A Notes after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments; or

(ii) the Representative of the Noteholders is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of a merchant or investment bank or other financial adviser selected by the Representative of the Noteholders (and if the Representative of the Noteholders is unable to obtain such advice having made reasonable efforts to do so, this Condition 11(b)(ii) shall not apply), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Class A Notes of each Class after payment of all other claims ranking in priority to the Class A Notes in accordance with the Post-Enforcement Priority of Payments; and

the Representative of the Noteholders shall not be bound to make the determination contained in Condition 11(b)(ii) unless the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

12. REPRESENTATIVE OF THE NOTEHOLDERS

(a) **Legal representative**

The Representative of the Noteholders is BNP Paribas Securities Services, Milan Branch at its offices at Via Ansperto, 5, 20123 Milan, and is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of Noteholders and the other Transaction Documents.

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

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

(c) **Meetings of Noteholders**

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

(d) **Individual action**

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

(e) **Resolutions binding**

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

(f) **Written Resolutions**

A Written Resolution will take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.

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 proper 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 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(d) **Notification**

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

14. REPRESENTATIVE OF THE NOTEHOLDERS AND AGENTS

(a) **Organisation of Noteholders**

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

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

Pursuant to the Rules of the Organisation of Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of Noteholders. However, the initial Representative of the Noteholders has been appointed at the time of issue of the Notes by the Initial Class A Notes Subscriber and the Initial Junior Notes Subscriber pursuant to the Intercreditor 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 3, letter c) and paragraph 6-*bis* 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, Agent Bank, Computation Agent, Transaction Bank and Interim Account Bank sole agent of Issuer**

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

(e) **Initial Agents**

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

(f) **Maintenance of Agents**

The Issuer undertakes that it will ensure that it maintains:

(a) at least one paying agent having its specified office in a European city, a computation agent, an interim account bank (acting through an office or branch located in the Republic of Italy), a transaction bank and an agent bank; and

(b) a paying agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

15. STATUTE OF LIMITATION

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the Relevant Date in respect thereof.

16. LIMITED RECOURSE AND NON-PETITION

(a) **Limited recourse**

Notwithstanding any other provision of these Conditions, the obligation of the Issuer to make any payment, at any given time, under the Class A Notes or the Junior 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.

(b) **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 Class A Noteholder or, as the case may be, Junior 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 or any legal action which may lead to such proceedings until two year plus one day has elapsed since the day on which any note issued (including the Notes and the Previous Securitisations Notes) or to be issued by the Issuer 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 are listed on the Irish Stock Exchange, any notice regarding the Class A Notes to the relevant Noteholders shall be given in any other manner as required by the regulation applicable from time to time, including, in particular, Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 (the "**Transparency Directive**"), as subsequently amended and supplemented, in particular by Directive 2013/50/EU of the European Parliament and of the Council of 22 October 2013.

The Representative of the Noteholders may sanction some other method of giving notice to the Noteholders of the relevant Class if, in its and absolute opinion, such other method is reasonable having regard to market practices then prevailing and to the rules of the stock exchange on which the Class A Notes are listed and provided that notice of such other method is given to the Noteholders of the relevant Class in such manner as the Representative of the Noteholders shall require.

The Issuer shall also ensure, through the Principal Paying Agent, that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed.

(b) **Date of publication**

Any notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.

(c) **Other methods**

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them, if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which any of the 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 Interim Account Bank, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Transaction Bank and the Representative of the Noteholders, are as follows:

(i) in relation to the Transaction Bank and the Interim Account Bank: Banco Popolare via Polenghi Lombardo 13, 26900 Lodi, Italy;

(ii) in relation to the Computation Agent, Agent Bank, Principal Paying Agent and the Representative of the Noteholders: BNP Paribas Securities Services, Milan Branch, via Ansperto, 5, Milan, Italy; and

(iii) in relation to the Additional Transaction Bank: BNP Paribas Securities Services, Branch 10 Harewood Avenue, NW16AA, London, United Kingdom.

18. GOVERNING LAW AND JURISDICTION

(a) **Governing law**

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

(b) **Jurisdiction**

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

(including a dispute relating to non-contractual obligations arising out of or in connection with any Italian Law Transaction Document or a dispute regarding the existence, validity or termination of any Italian Law Transaction Document) 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 Italian Law Transaction Document may be brought in such courts. The Issuer has, in each of the Italian Law Transaction Documents (other than the Warranty and Indemnity Agreements with regard to certain disputes), irrevocably submitted to the jurisdiction of such courts.

(ii) (ii) The Courts of England and Wales are to have jurisdiction to settle any disputes that may arise out of or in connection with the English Law Transaction Documents (including a dispute relating to non-contractual obligations arising out of or in connection with any English Law Transaction Document or a dispute regarding the existence, validity or termination of any English Law Transaction Document) and, accordingly, any legal action or proceedings arising out of or in connection with any English Law Transaction Document may be brought in such courts. The Issuer has, in each of the English Law Transaction Documents, irrevocably submitted to the jurisdiction of such courts.

(c) **Process Agent**

The Issuer has, in the English Deed of Charge and Assignment, agreed, *inter alia*, at all times to maintain an agent for service of process in England. The Issuer appointed the Italian Chamber of Commerce and Industry for the UK, at its offices at 1, Princess Street, W1B2AY, London, United Kingdom, as such agent. Any writ, judgment or other notice of legal process issued out of the English Courts in respect of any English Law Transaction Document shall be sufficiently served on the Issuer if delivered to such agent at its address for the time being. The Issuer undertakes not to revoke the authority of the above agent, and if, for any reason, such agent no longer serves as process agent of the Issuer to receive service of process, the Issuer shall promptly appoint another such agent and advise the Representative of the Noteholders of the details of such new agent.

SCHEDULE - RULES OF THE ORGANISATION OF NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

Article 1

General

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

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

Article 2

Definitions

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

"**24 Hours**" means a period of 24 hours including all or part of a day upon which banks are open for business in the place where the Meeting of the Relevant Class Noteholders is to be held and in the place where the Principal 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:

(b) a modification of the date of maturity of one or more relevant Classes of Notes;

(c) 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, provided that an amendment of the fees, costs and expenses of the Paying Agent, the Agent Bank, the Computation Agent, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Administrative Servicer, the Interim Account Bank, the Transaction Bank and the Additional Transaction Bank in accordance with the terms of the relevant Transaction Documents will not constitute a Basic Term Modification;

(d) a modification which would have the effect of altering the method of calculating the amount of interest or such other amounts payable to the relevant Class 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 of this definition;

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

"**Block Voting Instruction**" means, in relation to any Meeting, a document issued by the Principal 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 Principal Paying Agent that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 Hours before the time fixed for the Meeting, such instructions may not be amended or revoked;

(c) listing the total number of the Blocked Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and

(d) appointing one or more Proxies to vote in respect of the Blocked Notes in accordance with such instructions;

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

“**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*);

“**Monte Titoli Account Holder**” means any authorised institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System);

“**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 Noteholders**” means (i) the Class A Noteholders; and/or (ii) the Junior Noteholders or a combination of the Class A Noteholders and/or the Junior Noteholders, as the context requires;

“**Relevant Fraction**” means:

(a) for all business other than voting on an Extraordinary Resolution, one-tenth of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or one-tenth of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or two-thirds of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the Notes of the relevant Class of Notes;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

(a) for all business other than voting on an Extraordinary Resolution relating to a Basic Terms Modification, the fraction of the Principal Amount Outstanding of the Notes of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or the fraction of the Principal Amount Outstanding of the Notes of all relevant Classes represented or held by the Voters actually present at the Meeting (in case of a joint Meeting of a combination of Classes of Notes); and

(b) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the Notes of the relevant Class of Notes represented or held by the Voters actually present at the Meeting;

“**Voter**” means, in relation to any Meeting, the holder of Voting Certificate or a Proxy;

“**Voting Certificate**” means, in relation to any Meeting, a certificate requested by the Noteholder and issued by 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 Monte Titoli Account Holder or the relevant custodian and will not be released until the earlier of (i) the conclusion of the Meeting; and (ii) the surrender of the certificate to the clearing system or the Monte Titoli Account Holder or the relevant custodian who issued the same;

(b) detail 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 meanings attributed to them in the Conditions.

Article 3

Organisation purpose

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

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

In these rules, any reference to Noteholders shall be considered as a reference to the Class A Noteholders and/or the Junior Noteholders, as the case may be.

TITLE II

THE MEETING OF NOTEHOLDERS

Article 4

General

Any resolution passed at a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with these rules, shall be binding upon all the Noteholders of such Class of Notes, whether or not present at such Meeting and whether or not voting.

Subject to the proviso of Article 21 (*Powers exercisable by Extraordinary Resolution*):

(a) any resolution passed at a Meeting of the Class A Noteholders, duly convened and held as aforesaid, shall also be binding upon all the Junior Noteholders;

(b) and, in each case, all the Noteholders of the relevant Class of Notes, whether or not absent or dissenting, shall be bound by such resolution irrespective of its effect upon such Noteholders and such Noteholders shall be bound to give effect to any such resolution accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.

provided however that no resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders (to the extent that the Class A Notes are then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by a resolution of the Class A Noteholders (to the extent that the Class A Notes are then outstanding).

Notice of the result of every vote on a resolution duly passed by the Noteholders shall be published by and at the expense of the Issuer, in accordance with the Conditions and given to the Principal Paying Agent (with a copy to the Issuer and the Representative of the Noteholders) within 14 days of the conclusion of the Meeting.

Subject to the provisions of these rules and the Conditions, joint Meetings of the Class A Noteholders and the Junior Noteholders may be held to consider the same resolution and/or, as the case may be, the same Extraordinary Resolution and the provisions of these rules shall apply *mutatis mutandis* thereto.

The following provisions shall apply while Notes of two or more Classes of Notes are outstanding:

(a) business which involves the passing of an Extraordinary Resolution involving a Basic Terms Modification shall be transacted at a separate Meeting of the holders of each relevant Class of Notes;

(b) business which, in the opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the holders of Notes of such Class of Notes;

(c) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted either at separate Meetings of the holders of each such Class of Notes or at a joint Meeting of the holders of each of such Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion;

(d) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes and gives rise to an actual or potential conflict of interest between the holders of one such Class of Notes and the holders of any other Class of Notes shall be transacted at separate Meetings of the holders of each Class of Notes; and

(e) in the case of separate Meetings of the holders of each Class of Notes, these rules shall be applied as if references to the Notes and the Noteholders were to the Notes of the relevant Class of Notes and to the holders of such Notes and, in the case of joint Meetings, as if references to the Notes and the Noteholders were to the Notes of each of the Classes of Notes and to the respective holders of the Notes.

In this paragraph “business” includes (without limitation) the passing or rejection of any resolution.

Article 5

Issue of Voting Certificates and Block Voting Instructions

Noteholders may obtain a Voting Certificate from the Monte Titoli Account Holder or the relevant custodian, as the case may be, or require the Principal Paying Agent to issue a Block Voting Instruction by arranging for their Notes to be blocked in an account with the Monte Titoli Account Holder or the relevant custodian at least 48 Hours before the time fixed for the Meeting of the Relevant Class Noteholders, providing to the Principal Paying Agent, where appropriate, evidence that the Notes are so blocked. The Noteholders may obtain such evidence by, inter alia, requesting the Monte Titoli Account Holder or the relevant custodian to release a certificate in accordance with, as the case may be: (i) the practices and procedures of the Relevant Clearing System; or (ii) articles 21 and 22 of the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as subsequently supplemented and amended. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

Article 6

Validity of Block Voting Instructions

A Block Voting Instruction shall be valid only if it is deposited at the Specified Office of the Representative of the Noteholders, or at some other place approved by the Representative of the Noteholders, at least 24 Hours before the time fixed for the Meeting of the Relevant Class Noteholders and, if not deposited before such deadline, the Block Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

Article 7

Convening of Meeting

The Issuer or the Representative of the Noteholders may convene a Meeting at any time, and the Representative of the Noteholders shall be obliged to do so upon the request in writing of Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the relevant Class of Notes.

Whenever the Issuer is about to convene any such Meeting, it shall immediately give notice in writing to the Representative of the Noteholders of the date thereof and of the nature of the business to be transacted thereat. Every Meeting shall be held at such time and place as the Representative of the Noteholders may designate or approve, provided that it is in a EU Member State.

Unless the Representative of the Noteholders decides otherwise pursuant to Article 4 (*General*), each Meeting shall be attended by Noteholders of the relevant Class of Notes.

Article 8

Notice

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Principal Paying Agent (with a copy to the Issuer and to the Representative of the Noteholders). Any notice to Noteholders shall be given in accordance with Condition 17 (*Notices*).

The notice shall specify the nature of the resolutions to be proposed and shall explain how Noteholders may appoint Proxies, obtain Voting Certificates and use Block Voting Instructions and the details of the relevant time limits applicable.

Article 9

Chairman of the Meeting

Any individual (who may, but need not, 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 Class of Notes (in case of a Meeting of one Class of Notes) or (ii) all relevant Classes of Notes (in case of a joint Meeting). No business (except choosing a Chairman, if requested) shall be transacted at a Meeting unless quorum is present at the commencement of business.

Article 11

Adjournment for want of quorum

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

(a) in the case of a Meeting requested by Noteholders, it shall be dissolved; 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 consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

Article 13

Notice following adjournment

Article 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum save that:

(a) at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of an adjourned Meeting (i) if the notice given in respect of the first Meeting already sets the time and place for an adjourned Meeting and specifies the quorum requirements which will apply when the Meeting resumes; or (ii) if the Meeting which 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 Principal Paying Agent;

(c) the financial advisers to the Issuer;

(d) the Representative of the Noteholders;

(e) the legal counsel to each of the Issuer, the Representative of the Noteholders and the Principal Paying Agent;

(f) the Representative of the Noteholders; and

(g) 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, ¾ 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 Class of Notes), or (ii) the Principal Amount Outstanding of the aggregate 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 an Issuer Acceleration Notice under Condition 10(b) (*Consequence of service of an Issuer Acceleration Notice*);

(e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any Transaction Document or any act or omission which might otherwise constitute an Event of Default;

(f) to direct the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any resolution of the Noteholders;

(g) to exercise, enforce or dispose of any right and power on payment and application of funds deriving from any claims on which a pledge or other security interest is created in favour of the Noteholders, other than in accordance with the Transaction Documents; and

(h) to appoint and remove the Representative of the Noteholders.

Article 21

Powers exercisable by Extraordinary Resolution

Without limitation to the exclusive powers of the Meeting listed in Article 20 (*Exclusive powers of the Meeting*), each Meeting shall have the following powers exercisable only by way of an Extraordinary Resolution:

(a) approval of any Basic Terms Modification;

(b) approval of any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Representative of the Noteholders or the Noteholders against the Issuer or against any of its property or against any other person whether such rights shall arise under these rules, the Notes, the Conditions or otherwise;

(c) approval of any scheme or proposal for the exchange or substitution of any of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or 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) appointment and removal of the Representative of the Noteholders;

(e) approval of the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(f) without prejudice to the Conditions, approval of any alteration of the provisions contained in these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document which shall be proposed by the Issuer and/or the Representative of the Noteholders or any other party thereto;

(g) discharge or exoneration of the Representative of the Noteholders from any liability in respect of any act or omission for which the Representative of the Noteholders may have become responsible under or in relation to these rules, the Notes, the Conditions or any other Transaction Document;

(h) giving any direction or granting any authority or sanction which, under the provisions of these rules, the Conditions or the Notes, is required to be given 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;

(j) authorisation and direction to the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

provided however that:

(a) no Extraordinary Resolution involving a Basic Terms Modification passed by the Relevant Class of Noteholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the Noteholders of each of the other Classes of Notes (to the extent that Notes of each such Classes of Notes are then outstanding);

(b) no Extraordinary Resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders (to the extent that the Class A Notes 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 (to the extent that the Class A Notes are then, respectively, outstanding).

Article 22

Challenge of resolution

Any Noteholder can challenge a resolution which is not passed in conformity with the provisions of these rules.

Article 23

Minutes

Minutes shall be made of all resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be conclusive evidence of the resolutions and proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at such meeting shall be deemed to have been duly passed or transacted.

Article 24

Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.

Article 25

Individual actions and remedies

The right of each Noteholder to bring individual actions or seek other individual remedies to enforce his or her rights under the Notes will be subject to the Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his or her rights under the Notes will notify the Representative of the Noteholders in writing of his or her intention;

(b) the Representative of the Noteholders will, within 30 days of receiving such notification, convene a Meeting of the Noteholders of the relevant Class(es) 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 Class of Notes in accordance with the provisions of this Article 26, save in respect of the appointment of the first Representative of the Noteholders which will be BNP Paribas Securities Services, Milan Branch.

Save for BNP Paribas Securities Services, Milan Branch, as first Representative of the Noteholders, the Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction, in either case provided it is licensed to conduct banking business in Italy; or

(b) a financial institution registered under article 107 of the Banking Act; or

(c) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders.

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the holders of each Class of Notes at any time.

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until (i) acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in (a), (b) or (c) above and (ii) acceptance by such substitute Representative of the Noteholders of the provisions of the Intercreditor Agreement and of any other Transaction Documents to which the Representative of the Noteholders is party; and, provided that a Meeting of the holders of each Class of Notes has not appointed such a substitute within 60 days of such termination, such Representative of the Noteholders may appoint such a substitute. The powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the Priority of Payments up to (and including) the date when the Notes have been repaid in full and cancelled in accordance with the Conditions.

Article 27

Duties and powers

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders subject to and in accordance with the Conditions, these rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the "**Relevant Provisions**").

Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders as a class *vis-à-vis* the Issuer. The Representative of the Noteholders has the right to attend Meetings. The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders.

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient, whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the proceedings of any such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by any misconduct or default on the part of such delegate or sub-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 shall make it a condition of any such delegation that any delegate shall also, as soon as reasonably practicable, give notice to the Issuer and to the Rating Agencies of any sub-delegate.

The Representative of the Noteholders shall be authorised to represent the Organisation of Noteholders in judicial proceedings, including proceedings involving the Issuer in creditors' agreement (*concordato preventivo*), forced liquidation (*fallimento*) or compulsory administrative liquidation (*liquidazione coatta amministrativa*).

The Representative of the Noteholders shall have regard to the interests of all the Issuer Secured Creditors as regards the exercise and performance of all powers, authorities, duties and discretions of the Representative of the Noteholders under these rules, the Intercreditor Agreement or under the Mandate Agreement (except where expressly provided otherwise), but, notwithstanding the foregoing, the Representative of the Noteholders shall have regard to the interests only: (i) of the Most Senior Class outstanding, and (ii) subject to item (i), of whichever Issuer Creditor ranks higher in the Priority of Payments hereof for the payment of the amounts therein specified if, in its opinion, there is or may be a conflict between all or any of the interests of one or more Classes of Noteholders or between one or more Classes of Noteholders and any other Issuer Secured Creditors. The foregoing provision shall not affect the payment order set forth in the applicable Priority of Payments.

Each Noteholder, by acquiring title to a Note is deemed to agree and acknowledge that:

(i) the Representative of the Noteholders has entered into the Italian Deed of Pledge and the English Deed of Charge and Assignment for itself and 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 Portfolios and all amounts and/or other assets of the Issuer arising from the Portfolios 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 Italian Deed of Pledge and the English Deed of Charge and Assignment 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 Noteholders of each Class, 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 Italian Deed of Pledge and the English Deed of Charge and Assignment 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) an Issuer Acceleration Notice shall have been served or an Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, (provided that any such failure shall not be conclusive *per se* of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholder may then only proceed subject to the provisions of the Conditions and provided that this proviso shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(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 each Noteholder waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

Article 28

Resignation of the Representative of the Noteholders

The Representative of the Noteholders may resign at any time upon giving not less than three calendar months' notice in writing to the Issuer and the Rating Agencies without assigning any reason therefor and without being responsible for any costs incurred as a result of such resignation (except for the administrative costs incurred with respect to the selection of a successor Representative of the Noteholder). The resignation of the Representative of the Noteholders shall not become effective until a Meeting of the holders of each Class of Notes has appointed a new Representative of the Noteholders and such new representative of the Noteholders has accepted (i) the relevant appointment; and (ii) the provisions of the Intercreditor Agreement and of any other Trasnaction Documents to which the Representative of the Noteholders is party. If a new Representative of the Noteholders has not been so appointed within 60 days of the date of such notice of resignation, the

resigning Representative of the Noteholders will be entitled to appoint its own successor, in the name and on behalf of the Issuer and convening a fee not higher than the fee that the resigning Representative of the Noteholders agreed with the Issuer, *provided that* any such successor shall satisfy with the conditions of Article 26 herein.

Article 29

Exoneration of the Representative of the Noteholders

The Representative of the Noteholders shall not assume any other obligations in addition to those expressly provided herein and in the other Transaction Documents to which it is a party.

Without limiting the generality of the foregoing, the Representative of the Noteholders:

(a) shall not be under any obligation to take any steps to ascertain whether an Event of Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders or any Noteholder hereunder or under any of the other Transaction Documents has happened and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that no Event of Default or such other event, condition or act has occurred;

(b) shall not be under any obligation to monitor or supervise the observance or performance by the Issuer or any other party to the Transaction Documents of the provisions of, and its obligations under, these rules, the Notes, the Conditions or any other Transaction Document, and, until it shall have actual knowledge or express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) shall not be under any obligation to give notice to any person of the execution of these rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(d) shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these rules, the Notes, the Conditions, any Transaction Document, or any other document, or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for: (i) the nature, status, creditworthiness or solvency of the Issuer or any other party to the Transaction Documents; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith or with any Transaction Document; (iii) the suitability, adequacy or sufficiency of any collection or recovery procedures operated by the Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Claims; or (v) any accounts, books, records or files maintained by the Issuer, the Servicer, the Principal Paying Agent or any other person in respect of the Claims;

(e) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

(f) shall have no responsibility for the maintenance of any rating of the Class A Notes by the Rating Agencies or any other credit or rating agency or any other person;

(g) shall not be responsible for, or for investigating, any matter which is the subject of any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders contained herein or in any Transaction Document;

(h) shall not be bound or concerned to examine, or enquire into, or be liable for any defect or failure in the right or title of the Issuer to the Claims or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry, or whether capable of remedy or not;

(i) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting, these rules, the Notes or any Transaction Document;

(j) shall not be under any obligation to insure the Mortgage Loans and the Claims or any part thereof;

(k) shall not be responsible for (except as otherwise provided in the Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Claims, the Notes and any other payment to be made in accordance with the Priority of Payments;

(l) shall not have regard to the consequences of any modification or waiver of these rules, the Notes, the Conditions or any of the Transaction Documents for individual Noteholders or any relevant persons resulting from their being for

any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory; and

(m) shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information.

The Representative of the Noteholders, notwithstanding anything to the contrary contained in these rules:

(a) may, without the consent of the Noteholders or any Other Issuer 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 or is made to comply with a mandatory provision of law. 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, concur with the Issuer and any other relevant parties in making any amendment or modification (other than in respect of a Basic Terms Modification) to these rules, the Conditions or to any of the Transaction Documents, which, in the opinion of the Representative of the Noteholders, it may be proper to make, provided that the Representative of the Noteholders is of the opinion that such amendment or modification will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes;

(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 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification;

(d) may act on the advice, certificate, opinion or information (whether or not addressed to the Representative of the Noteholders) obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert 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 whose business includes undertaking the safe custody of documents, or with any lawyer or firm of lawyers considered by the Representative of the Noteholders to be of good reputation, and the Representative of the Noteholders shall not be responsible for, or required to insure against, any loss incurred in connection with any such custody and may pay all sums required to be paid on account of, or in respect of, any such custody;

(h) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, is entitled to convene a Meeting of the Noteholders of any or all Classes of Notes in order to obtain instructions as to how the Representative of the Noteholders should exercise such discretion provided that nothing herein shall be construed so as to oblige the Representative of the Noteholders to convene such a Meeting. The Representative of the Noteholders shall not be obliged to take any action in respect of these rules, the Notes, the Conditions or any Transaction Document unless it is indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities (provided that supporting documents are delivered) which it may incur by taking such action;

(i) in connection with matters in respect of which the Noteholders are entitled to direct the Representative of the Noteholders, shall not be liable for acting upon any resolution purported to have been passed at any Meeting of holders of any Class of Notes in respect of which minutes have been drawn up and signed notwithstanding that subsequent to so acting, it transpires that the Meeting was not duly convened or constituted, such resolution was not duly passed or that the resolution was otherwise not valid or binding upon the relevant Noteholders;

(j) may call for, and shall be at liberty to accept and place full reliance on as sufficient evidence of the facts stated therein, a certificate or letter of confirmation certified as true and accurate and signed on behalf of any common depository as the Representative of the Noteholders considers appropriate, or any form of record made by any such depository, to the effect that at any particular time or throughout any particular period any particular person is, was, or will be shown in its records as entitled to a particular principal amount of Notes;

(k) may certify whether or not an Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders or the holders of the Most Senior Class and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other relevant person;

(l) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these rules, the Notes, the Conditions or any other Transaction Document is capable of remedy and, if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of remedy, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any relevant person;

(m) may assume, without enquiry, that no Notes are for the time being held by, or for the benefit of, the Issuer;

(n) shall be entitled to call for, and to rely upon, a certificate or any letter of confirmation or explanation reasonably believed by it to be genuine of any party to the Intercreditor Agreement, any Other Issuer Creditor or the Rating Agencies 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, have regard to any confirmation which it considers, in its sole and absolute discretion, as necessary and/or appropriate, including a rating agency confirmation by Moody's.

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, is entitled to:

(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) agree that the Accounts 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;

(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; and

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 (provided, in each case, that supporting documents are delivered), damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or by any 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 (properly incurred and duly documented) 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.

TITLE IV

THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF AN ISSUER ACCELERATION NOTICE

Article 32

Powers

It is hereby acknowledged that, upon service of an Issuer Acceleration Notice and/or failure by the Issuer to exercise its rights, the Representative of the Noteholders shall, pursuant to the Mandate Agreement, be entitled, in its capacity as legal representative of the Organisation of Noteholders, also in the interest and for the benefit of the Other Issuer Creditors, pursuant to articles 1411 and 1723 of the Italian civil code, to exercise certain rights in relation to the Claims. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of Noteholders, will be authorised, pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, all and any of the Issuer's Rights, including the right to give directions and instructions to the relevant parties to the Transaction Documents.

In particular and without limiting the generality of the foregoing, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled, until the Notes have been repaid in full or cancelled in accordance with the Conditions:

(a) to request the Interim Account Bank to transfer all monies standing to the credit of the Banco Popolare Interim Account and the Creberg Interim Account and the Expenses Account to, respectively, the Collection Account and a replacement Expenses Account opened for such purpose by the Representative of the Noteholders with the Additional Transaction Bank;

(b) to request the Additional Transaction Bank to transfer all monies standing to the credit of the Collection Account and the replacement Expenses Account (if opened with the Transaction Bank in accordance with the Agency and Accounts Agreement) to, respectively, a replacement Collection Account and a replacement Expenses Account opened for such purpose by the Representative of the Noteholders with a replacement Additional Transaction Bank which is an Eligible Institution;

(c) to request the Transaction Bank holding the Cash Reserve Account to transfer all monies standing to the credit of the Cash Reserve Account to a replacement Cash Reserve Account opened for such purpose by the Representative of the Noteholders with the Transaction Bank holding (or which will hold) the Collection Account which is an Eligible Institution for the purpose of the Cash Reserve Account;

(d) to request the Principal Paying Agent to transfer all monies standing to the credit of the Payments Account to a replacement Payments Account opened for such purpose by the Representative of the Noteholders with a replacement Principal Paying Agent which is an Eligible Institution;

(e) 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 Portfolios, the Claims and the Issuer's Rights;

(f) to instruct the Servicer in respect of the recovery of the Issuer's Rights;

(g) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all Collections (by way of a power of attorney granted hereunder in respect of the relevant Accounts) and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its discretion, deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments provided however that if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10 per cent. of the Principal Amount Outstanding of all Classes of Notes the Representative of the Noteholders may at its discretion invest such monies (or cause such monies to be invested) in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments (or cause such investments to be varied) and may accumulate such investments and the resulting income 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 whether or not they produce income or by placing the same on deposit in the name or under the control of the Representative of the Noteholders at such bank or other financial institution and in such currency as the Representative of the Noteholders may think fit. The Representative of the Noteholders may at any time vary any such investments, or cause any such investments to be varied, for or into other investments or convert any monies so deposited, or cause any such investments 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

(h) (i) 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), (b) and/or (c) above to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments. For the purposes of this Article 32, all the Noteholders and the Other Issuer Creditors irrevocably appoint, as from the date hereof and with effect on the date on which the Notes will become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes will become due and payable and to apply such monies 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 and any non-contractual obligations arising out of, or in connection with, including those concerning their validity, interpretation, performance and termination, shall be exclusively settled by the Courts of Milan.

USE OF PROCEEDS

The net proceeds from the issue of the Series 2 Notes at the Subsequent Issue Date, being Euro 995,100,000.00 will be applied by the Issuer on the Subsequent Issue Date to finance the net Purchase Price of the Subsequent Portfolio.

THE ISSUER

Introduction

BPL Mortgages S.r.l. (the “**Issuer**”) is a limited liability company with sole quotaholder (*società a responsabilità limitata con socio unico*) incorporated in the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the “**Securitisation Law**”), on 30 June 2006 with the name of “Giano Finance S.r.l.”. By way of an extraordinary quotaholder’s resolution held on 11 May 2007, the corporate name of the Issuer was changed from “Giano Finance S.r.l.” into “BPL Mortgages S.r.l.”.

In accordance with the Issuer’s by-laws (*statuto*) as amended by way of an extraordinary quotaholder’s resolution held on 12 December 2008, the corporate duration of the Issuer is limited to 31 December 2060 and may be extended by quotaholders’ resolution. The Issuer is registered with the companies’ register of Treviso-Belluno under number 04078130269, and its tax identification number (*codice fiscale*) and VAT number is 04078130269. The Issuer is also enrolled in the register of the special purpose vehicles held by the Bank of Italy pursuant to article 2 of the Bank of Italy’s regulation dated 1 October 2014 under the number 33259.3. The registered office of the Issuer is at Via V. Alfieri, 1, 31015 Conegliano (Treviso), Italy. The telephone number of the registered office is +39 0438 360 926. The Issuer has no employees and no subsidiaries.

Previous securitisation

The Issuer has already been engaged in the securitisation transaction carried out in accordance with the Securitisation Law in June 2014 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of secured and unsecured loans disbursed to entities that are small and medium enterprises as defined in the European Commission Recommendation of the 6 May 2003 No. 2003/361/CE in various technical forms (such as *mutui fondiari*, *mutui ipotecari*, *mutui agrari* or “*altri prestiti*”) acquired from Banco Popolare (the “**Previous Portfolio**”); and (ii) the issue of asset-backed notes in an aggregate amount of € 3,414,197,404.70 (the “**Previous Securitisation Notes**”) (as restructured on 26 February 2016, the “**Previous Securitisation**”).

Pursuant to the Securitisation Law, the assets relating to each securitisation transaction will constitute assets segregated for all purposes from assets of the Issuer and from the assets relating to other securitisation transactions. The assets relating to a particular securitisation transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to the general creditors of the Issuer.

Quotaholding

The authorised equity capital of the Issuer is €12,000. The issued and paid-up equity capital of the Issuer is €12,000 entirely held by SVM Securitisation Vehicles Management S.r.l.. No other amount of equity capital has been agreed to be issued.

Pursuant to a quotaholder’s commitment dated the Initial Signing Date between the Issuer, the Representative of the Noteholders and SVM Securitisation Vehicles Management S.r.l. (the “**Quotaholder’s Commitment**”), SVM Securitisation Vehicles Management S.r.l. has agreed certain provisions in relation to the management of the Issuer. The Quotaholder’s Commitment also provides that SVM Securitisation Vehicles Management S.r.l., in its capacity as sole 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. The Quotaholder’s Commitment is governed by Italian law.

Italian company law combined with the holding structure of the Issuer, the covenants made by the Issuer and SVM Securitisation Vehicles Management S.r.l. in the Quotaholder’s Commitment and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer. To the best of its knowledge, the Issuer is not aware of indirect ownership or control apart from SVM Securitisation Vehicles Management S.r.l..

Special purpose vehicle

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

Accounting treatment of the Portfolio

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

Accounts of the Issuer

The fiscal year of the Issuer begins on 1 January of each calendar year and ends on 31 December of the same calendar year with the exception of the first fiscal year which started on 30 June 2006 and ended on 31 December 2006. Consequently, the first financial statements of the Issuer of the Issuer are those relating to the fiscal year ended in December 2006 and approved on 14 March 2007.

Principal activities

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

So long as any of the Notes remains outstanding, the Issuer shall not, without the consent of the Representative of the Noteholders and as provided in the Conditions and the Transaction Documents, incur any other indebtedness for borrowed monies, engage in any activities except pursuant to the Transaction Documents, pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person, or increase its equity capital.

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

Sole director of the Issuer

The sole director of the Issuer is Pamela Stival, having her address for the purposes of her title at via V. Alfieri, 1, 31015 Conegliano (TV).

The sole director of the Issuer has the requisite experience and expertise for the management of its business.

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 Subsequent Issue Date and after payments made on the Interest Payment Date of the 28 October 2016, are as follows:

	€
Issued equity capital	
€12,000 fully paid up	12,000
	12,000
Borrowings	
€ 2,440,400,000.00 Class A – 2012 Mortgage-Backed Floating Rate Notes due 2058	1,146,126,782.84
€ 1,148,455,000.00 Class B – 2012 Mortgage-Backed Notes due 2058	392,765,000.00
€ 60,000,000 subordinated loan	60,000,000.00
€ 995,100,000.00 Class A – 2016 Mortgage-Backed Floating Rate Notes due 2058	995,100,000.00
€ 1,077,400,000 Class A - 2014 Asset Backed Floating Rate Notes due November 2054	239,357,849.69
€ 269,300,000 Class B - 2014 Asset Backed Floating Rate Notes due November 2054	269,300,000.00
€ 448,898,000 Class C - 2014 Asset Backed Notes due November 2054	448,898,000.00
€ 76,900,000 subordinated loan	76,900,000.00
€ 1,936,000,000.00 Class A – 2016 Asset Backed Floating Rate Notes due November 2054	1,490,369,584.00
€ 1,000,000.00 Class B – 2016 Asset Backed Floating Rate Notes due November 2054	1,000,000.00
€ 448,072,000.00 Class C – 2016 Asset Backed Notes due November 2054	448,072,000.00
€ 85,598,000.00 subordinated loan	85,598,000.00
Total Notes	5,430,989,216.53

Save for the foregoing, at the Subsequent 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 ADDITIONAL TRANSACTION BANK

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

BNP Paribas Securities Services has a local presence in 34 countries across five continents, effecting global coverage of more than 100 markets.

At 31 December 2015 BNP Paribas Securities Services has USD 8,770 billion of assets under custody, USD 2,074 billion assets under administration; 10,381 administered funds and 9,500 employees.

BNP Paribas Securities Services currently has long-term senior debt ratings of “A” (stable) from S&P’s, “A1” (stable) from Moody’s and “A+” (stable) from Fitch.

Fitch	Moody's	S&P
Short term F1	Short term Prime-1	Short-term A-1
Long term senior debt A+	Long term senior debt A1	Long term senior debt A
Outlook Stable	Outlook Stable	Outlook Stable

BNP Paribas Securities Services, London Branch shall act as Additional Transaction Bank pursuant to the Cash Allocation Management Payments Agreement.

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

SELECTED ASPECTS OF ITALIAN LAW

(a) The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in 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 in respect of the receivables are to be used by the relevant company exclusively to meet its obligations under notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction. It should be noted that 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**") introduced certain amendments to the Securitisation Law to the purpose of improving the Securitisation Law by granting additional legal benefits to the entities involved in the securitisation transactions in Italy and better clarifying certain provisions of the Securitisation Law. In particular, the following main changes have been introduced by such laws in respect of 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 receivables and their claims arisen after the date of publication in the Official Gazette of the notice of transfer of the relevant portfolio or the date certain at law ("*data certa*") on which the relevant purchase price (even if 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 (*i.e.*, 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;

(7) certain consequential changes are made to the Securitisation Law to reflect such new possibility;

(8) 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.

(b) Ring-fencing of the assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the receivables. Prior to and on a winding-up of such a company such assets will be available only to holders of notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company. However, under Italian law, any creditor of the Issuer would be able to commence insolvency or winding up proceedings against the company 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 Law 130 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 Consolidated 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.

(c) The assignment

The assignment of the receivables under the Securitisation Law is governed by article 58, paragraphs 2, 3 and 4 of the Consolidated Banking Act. The prevailing interpretation of this provision, which view has been strengthened by article 4 of the Securitisation Law, is that the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication in the Italian Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) and registration (*iscrizione*) with the companies' register where the Issuer is enrolled, so avoiding the need for notification to be served on each assigned debtor.

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 companies' register where the assignee is enrolled, commenced enforcement proceedings in respect of the relevant claims;

(b) 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 Italian Royal Decree No. 267 of 16 March 1942 (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 companies' register where the assignee is enrolled.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned claims will automatically be transferred to and perfected with the same priority in favour of the company which has purchased the claims, without the need for any formality or annotation.

As from the later of: (i) the date of publication of the notice of the assignment in the Italian Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) and (ii) the date of registration (*iscrizione*) of such notice in the companies' register where the Issuer 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 assignments of the Claims by Banco Popolare and Creberg (before the merger into Banco Popolare) pursuant to the relevant Transfer Agreements were published (i) in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) No. 145 *Parte II* on 13 December 2012 and registered (*iscritto*) in the companies' register of Treviso-Belluno on 11 December 2012; and (i) in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) No. 34 *Parte II* on 21 March 2013 and registered (*iscritto*) in the companies' register of Treviso-Belluno on 18 March 2013.

Notices of the assignments of the Subsequent Claims pursuant to the Subsequent Transfer Agreement were published in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) No. 125 *Parte II* on 20 October 2016 and registered (*iscritto*) in the companies' register of Treviso-Belluno on 17 October 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 assignment transaction is entered into within three months of the adjudication of bankruptcy of the relevant party or, in

cases where article 67, paragraph 1, applies, within six months of the adjudication of bankruptcy.

(d) Claw-back of the sale of the Portfolio

The sale of the Portfolio 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 Banco Popolare was insolvent when the assignment was entered into and the assignment was executed within the three months preceding the admission of the Originator to compulsory liquidation (*liquidazione coatta amministrativa*) pursuant to Title IV, Heading I, Section III of the Consolidated Banking Act or in cases where paragraph 1(1), 1(2) and 1(3) of Article 67 of the Bankruptcy Law applies, within the six months preceding the admission to compulsory liquidation. Under the Warranty and Indemnity Agreements, Banco Popolare has represented and warranted that it was solvent as of the date of the transfer of the Claims.

(e) Recoveries under the Mortgage Loans

Following default by a Borrower under a Loan, the Servicer will be required to take steps to recover the sums due under the Loan in accordance with its servicing and collection policies and the Servicing Agreement. See "*The Servicing Agreement*" and "*The Credit and Collection Policies*".

The Servicer may take steps to recover the deficiency from the Borrower. Such steps could include an out-of-court settlement; however, legal proceedings may be taken against the Borrower 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 Borrower and the possibility for challenges, defences and appeals by the Borrower, there can be no assurance that any such proceedings would result in the payment in full of outstanding amounts under the relevant Mortgage Loan.

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.

However, it is to be noted that forced sale proceedings are currently subject to a wide review by the Italian government aimed, *inter alia*, at speeding up and simplifying such proceedings. In fact, law decree No. 35 of 14 March 2005 converted into law by law No. 80 of 14 May 2005 as amended, has, on the one hand, introduced certain changes in this respect which entered into force starting from 1 March 2006 and, on the other hand, delegates the Italian Government to issue the relevant implementing decrees (*decreti legislativi delegati*).

(f) Attachment of debtor's credits

Attachment proceedings may be commenced also on due and payable debts of a borrower (such as bank accounts, salary etc.) or on a borrower's moveable property which is located on a third party's premises.

(g) Insolvency proceedings

A commercial entrepreneur (*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*). 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 court-appointed receiver (*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 which is in a crisis situation (*stato di crisi*) may propose, pursuant to articles 160 and following of the Bankruptcy Law, 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.

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.

See "*Concordato preventivo* (*Composition with creditors*)" and "*Accordi di ristrutturazione dei debiti* (*Debts' restructuring* arrangements *with creditors*)", below.

Pursuant to the Italian Law 27 January 2012, No. 3 (*Disposizioni in materia di usura e di estorsione, nonchè di composizione delle crisi da sovraindebitamento*), a debtor who is not eligible to be adjudicated bankrupt under 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.

(h) Foreclosure Proceedings

Mortgages may be "voluntary" ("*ipoteche volontarie"*) if granted by a borrower or a third party guarantor by way of a deed or "judicial" ("*ipoteche giudiziarie"*) if registered in the appropriate land registry ("*Conservatoria dei Registri Immobiliari"*) following a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

A mortgage lender (whose claim is secured by a mortgage whether "voluntary" or "judicial") may commence foreclosure proceedings by seeking a court order or injunction for payment in the form of an enforcement order ("*titolo esecutivo*") from the court in whose jurisdiction the mortgaged property is located. This court order or injunction must be served on the debtor.

If the mortgage loan was executed in the form of a public deed, a mortgage lender can serve a copy of the mortgage loan agreement, stamped by a notary public with an order for the execution thereof (*formula esecutiva*) directly on the debtor without the need to obtain an enforcement order (titolo esecutivo) from the court. A writ of execution ("*atto di precetto*") is notified to the debtor together with either the enforcement order ("*titolo esecutivo*") or the loan agreement, as the case may be.

Within ten days of filing, but not later than ninety days from the date on which notice of the writ of execution ("*atto di precetto*") is served, the mortgage lender may request the attachment of the mortgaged property.

The property will be attached by a court order, which must then be filed with the appropriate land registry ("*Conservatoria dei Registri Immobiliari*"). The court will, at the request of the mortgage lender, appoint a custodian to manage the mortgaged property in the interest of the mortgage lender. If the mortgage lender does not make such a request, the debtor will automatically become the custodian of such property.

The mortgage lender is required to search the land registry to ascertain the identity of the current owner of the property and must then serve notice of the request for attachment on the current owner, even if no transfer of the property from the original borrower or mortgagor to a third party purchaser has been previously notified to the mortgage lender. Not earlier than ten days and not later than ninety days after serving the attachment order, the mortgage lender may request the court to sell the mortgaged property. The court may delay its decision in respect of the mortgage lender's request in order to hear any challenge by the debtor to the attachment.

Technical delays may be caused by the need to append to the mortgage lender's request for attachment copies of the relevant mortgage and cadastral (i.e. land registry) certificates ("*certificati catastali*"), which usually take some time to obtain. Law No. 302 should reduce the duration of the foreclosure proceedings by allowing the mortgage lender to substitute such cadastral certificates with certificates obtained from public notaries and by allowing public notaries to conduct various activities which were before exclusively within the powers of the courts.

If the court decides to proceed with an auction ("*vendita con incanto*") of the mortgaged property, it will usually appoint an expert to value the property. The court will then order the sale by auction. The court determines on the basis of the expert's appraisal the minimum bid price for the property at the auction. If an auction fails to result in the sale of the property, the court will arrange a new auction with a lower minimum bid price. The courts have discretion to decide whether, and to what extent, the bid price should be reduced (the maximum permitted reduction being one-fifth of the minimum bid price of the previous auction). In practice, the courts tend to apply the one-fifth reduction. In the event that no offer is made during an auction, the mortgage lender may apply to the court for a direct assignment of the mortgaged property to the mortgage lender itself. In practice, however, the courts tend to hold auctions until the mortgaged property is sold.

The sale proceeds, after deduction of the expenses of the foreclosure proceedings and any expenses for the deregistration of the mortgages, will be applied in satisfaction of the claims of the mortgage lender in priority to the claims of any other creditor of the debtor (except for the claims for taxes due in relation to the mortgaged property and for which the collector of taxes participates in the foreclosure proceedings).

Upon payment in full of the purchase price by the purchaser within the specified time period, title to the property will be transferred after the court issues an official decree ordering the transfer. In the event that proceedings have been commenced by creditors other than the mortgage lender, the mortgage lender will have priority over such other creditors in having recourse to the assets of the borrower during such proceedings, such recourse being limited to the value of the mortgaged property.

The average length of foreclosure proceedings beginning with the court order or injunction of payment until 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.

(i) Mutui fondiari foreclosure proceedings

The Portfolio includes, *inter alia*, loans qualifying as "*mutui fondiari*". Enforcement proceedings in respect of "*mutui fondiari*" commenced after 1 January 1994 are currently regulated by article 38 (et seq.) of the Consolidated Banking Act in which several exceptions to the rules applying to enforcement proceedings in general are provided for. In particular, there is no requirement to serve a copy of the loan agreement directly on the borrower, and the mortgage lender of *mutui fondiari* is entitled to commence or continue enforcement proceedings after the debtor is declared insolvent or insolvency proceedings have been commenced.

Moreover, the custodian appointed to manage the mortgaged property in the interest of the *fondiario* mortgage lender pays directly to the same the revenues recovered on the mortgaged property (net of administration expenses and taxes). After the sale of the mortgaged property, the court orders the purchaser (or the assignee in the case of an assignment) to pay that part of the price corresponding to the *mutui fondiari* lender's debt directly to the same.

Pursuant to article 58 of the Consolidated Banking Act, the Issuer will be entitled to benefit from such procedural advantages which apply in favour of a lender of a "*mutuo fondiario*" loan.

Enforcement proceedings for "*mutui fondiar*i" commenced on or before 31 December 1993 are regulated by the Royal Decree No. 646 of 16 July 1905, which confers on the "*mutuo fondiario*" lender rights and privileges that are not provided for by the Consolidated Banking Act with respect to enforcement proceedings on mutui fondiari commenced on or after 1 January 1994. Such additional rights and privileges include the right of the bank to commence enforcement proceedings against the borrower even after the real estate has been sold to a third party who has taken the place of the borrower as debtor under the "*mutuo fondiario*" provided that the name of such third party has not been notified to the lender. Further rights include the right of the bank to apply for the real estate to be valued by the court after commencement of enforcement proceedings, at the value indicated in the "*mutuo fondiario*" agreement without having to have a further expert appraisal.

(j) The impact of Law No. 302

Italian Law No. 302 of 3 August 1998, Italian Law No. 80 of 15 May 2005, Italian Law No. 263 of 28 December 2005 and the Italian Code of Civil Procedure as amended thereby have introduced certain rules according to which some of the activities to be carried on in a foreclosure procedure may be entrusted to a notary public, lawyers or chartered accountants duly registered with the relevant register as kept and updated from time to time by the chairman of the competent court (*Presidente del Tribunale*).

In particular, if requested by a creditor, the notary public may issue a notarial certificate attesting the results of the searches with the "*catasto*" and with the appropriate land registry (*Conservatoria dei Registri Immobiliari*). Such notarial certificate replaces several documents that are usually required to be attached to the motion for the auction and reduces the timing normally required to obtain the documentation from the relevant public offices. Moreover, if

appointed by the foreclosure judge, the notary public may execute the sale by auction by: (a) determining the value of the property; (b) deciding on the offers received after the auction and concerning the payment of the relevant price; (c) initiating further auctions or transfer; (d) executing certain formal documents relating to the registration and filing with the land registry of the transfer decree prepared by the same notary public and issued by the foreclosure judge; and (e) preparing the proceeds' distribution plan and forwarding the same to the foreclosure judge.

With regard to the above, the involvement of a notary public by the foreclosure judge is permitted when: (a) the foreclosure judge has not yet decided on the motion for an auction; (b) a sale without auction has not been performed successfully and the foreclosure judge after consultation with the creditors decides to proceed with an auction; and (c) a possible receivership has ceased and the foreclosure judge decides to proceed with a sale by auction. On the other hand, the involvement of a notary public does not seem to be possible both when a decree providing for the sale without auction has already been issued and when an auction before the foreclosure judge has already been fixed. If the auction is concluded without a sale, it is possible that the foreclosure judge may delegate the power to execute further auctions to the notary public.

(k) Priority of Interest Claims

Pursuant to Article 2855 of the Italian Civil Code, the claims of a mortgage lender in respect of interest may be satisfied in priority to the claims of all other unsecured creditors in an amount equal to the aggregate of: (i) the interest accrued at the contractual rate in the calendar year in which the initial stage of the enforcement proceedings are taken and in the two preceding calendar years; and (ii) the interest accrued at the legal rate (currently 0.5%) from the end of the calendar year in which the initial stage of the enforcement proceeding is commenced to the date on which the mortgaged property is sold. Any amount recovered in excess of this will be applied to satisfy the claims of any other creditor participating in the enforcement proceedings. The mortgage lender will be entitled to participate in the distribution of any such excess as an unsecured creditor. The balance, if any, will then be paid to the debtor.

(l) Cancellation of mortgages

Art. 40-*bis* of the Consolidated Banking Act and Law decree No. 7 of 31 January 2007 (the "**Bersani Decree**") as converted into law by Law No. 40 of 2 April 2007, as applicable, set out certain provisions relating to mortgage loans which include, *inter alia*, simplified procedures meant to allow a more prompt cancellation of mortgages securing loans granted by banks or financial intermediaries in the event of a documented repayment in full by the debtors of the amounts due under the loans. While such provisions do not impact on the monetary rights of the lenders under the loans (lenders retain the right to oppose the cancellation of a mortgage), the impact on the servicing procedures in relation to the applicable loan agreements cannot be entirely assessed at this time.

(m) Concordato preventivo (Composition with creditors)

The debtor in "financial distress" (i.e. facing financial distress which does not yet amount to insolvency) may file for *concordato preventivo* by submitting a plan for the composition with its creditors which may provide for:

(i) the restructuring of debts and the satisfaction of creditors in any manner even through assignments of debts, novations (*accollo*) or extraordinary transactions, including the issue of shares, quotas, bonds (also convertible into shares) or other financial instruments and securities;

(ii) the appointment of a third-party manager (including the creditors);

(iii) the division of creditors into classes; and

(iv) different treatments for creditors belonging to different classes.

In accordance with article 177 of the Bankruptcy Law, once the competent court declares the proposal admissible and opens the procedures, the *concordato preventivo* commences if approved by the majority of the creditors entitled to vote (or, in case of different classes of creditors, by the majority of the creditors within each class).

The procedure of the composition with creditors (*concordato preventivo*) will end with a decree which is to be issued by the competent court and by which the proposal is approved (*omologata*). If the court either (i) declares that the proposal is not admissible or (ii) the creditors reject it, the entrepreneur is declared bankrupt by the court if the Italian public prosecutor or any creditor request it and the competent court ascertains the actual insolvency of the relevant debtor.

(n) ***Accordi di ristrutturazione dei debiti*** **(Debts' restructuring arrangements with creditors)**

Law decree No. 35 of 14 March 2005 converted into law by law No. 80 of 14 May 2005, introduced the new article 182-*bis* of the Bankruptcy Law which contemplates the possibility of entering into debts' restructuring arrangements with creditors.

Pursuant to new article 182-*bis* of the Bankruptcy Law, the debtor may file with the relevant court an agreement for the restructuring of debts with creditors representing at least 60 per cent. of the company's debts, together with an assessment made by an expert on the feasibility of the agreement and, in particular, on its impact on the timely payment to those creditors which are not parties to it.

The agreement is published in the companies' register and is effective as of the day of its publication. Creditors may oppose the agreement within thirty days from the publication. The court will, after having settled the oppositions (if any), validate the agreement by issuing a decree, which may be appealed within 15 days.

(o) **Article 120-ter of the Banking Act**

Article 120-ter of the Consolidated Banking Act provides that any provisions imposing a prepayments penalty in case of early redemption of mortgage loans is null and void with respect to mortgage loan agreements entered into, with an individual as borrower for the purpose of purchasing or restructuring real estate properties destined to residential purposes or to carry out the borrower's own professional or business activities.

The Italian banking association ("**ABI**") and the main national consumer associations have reached an agreement (the "**Prepayment Penalty Agreement**") regarding the equitable renegotiation of prepayment penalties with certain maximum limits calculated on the outstanding amount of the loans (the "**Substitutive Prepayment Penalty**") containing the following main provisions: (i) with respect to variable rate loan agreements, the Substitutive Prepayment Penalty should not exceed 0.50% and should be further reduced to (a) 0.20% in case of early redemption of the loan carried out within the third year from the final maturity date and (b) zero, in case of early redemption of the loan carried out within two years from the final maturity date, (ii) with respect to fixed rate loan agreements entered into before 1 January 2001, the Substitutive Prepayment Penalty should not exceed 0.50%, and should be further reduced to: (a) 0.20%, in case of early redemption of the loan carried out within the third year from the final maturity date; and (b) zero, in case of early redemption of the loan carried out within two years from the final maturity date, (iii) with respect to fixed rate loan agreements entered into after 31 December 2000, the Substitutive Prepayment Penalty should be equal to: (a) 1.90% if the relevant early redemption is carried out in the first half of loan's agreed duration; (b) 1.50% if the relevant early redemption is carried out following the first half of loan's agreed duration, provided however that the Substitutive Prepayment Penalty should be further reduced to: (x) 0.20%, in case of early redemption of the loan carried out within three years from the final

maturity date; and (y) zero, in case of early redemption of the loan carried out within two years from the final maturity date.

The Prepayment Penalty Agreement introduces a further protection for borrowers under a "safeguard" equitable clause (the "***Clausola di Salvaguardia***") in relation to those loan agreements which already provide for a prepayment penalty in an amount which is compliant with the thresholds described above. In respect of such loans, the *Clausola di Salvaguardia* provides that: (1) if the relevant loan is either: (x) a variable rate loan agreement; or (y) a fixed rate loan agreement entered into before 1 January 2001; the amount of the relevant prepayment penalty shall be reduced by 0.20%; (2) if the relevant loan is a fixed rate loan agreement entered into after 31 December 2000, the amount of the relevant prepayment penalty shall be reduced by (x) 0.25% if the agreed amount of the prepayment penalty was equal or higher than 1.25%; or (y) 0.15%, if the agreed amount of the prepayment penalty was lower than 1.25%.

Finally, the Prepayment Penalty Agreement sets out specific solutions with respect to hybrid rate loans, which are meant to apply to the hybrid rates the provisions, as more appropriate, relating respectively to fixed rate and variable rate loans.

Prospective Noteholders' attention is drawn to the fact that, as a result of the above-mentioned provision and the entering into force of the Prepayment Penalty Agreement, the rate of prepayment in respect of Mortgage Loans qualifying as *mutui fondiari, mutui ipotecari* and/or *mutui agrari* can be higher than the one traditionally experienced by the Originator for mortgage loans and that the Issuer may not be able to recover the prepayment fees in the amount originally agreed with the Borrowers.

(p) Article 120-quater of the Banking Act

Article 120-quater of the Consolidated Banking Act provides that any borrower may at any time prepay the relevant loan funding such prepayment by a loan granted by another lender which will be subrogated pursuant to article 1202 of the Italian civil code (*surrogato per volontà del debitore*) in the rights of the former lender, including the mortgages (without any formalities for the annotation of the transfer with the land registry, which shall be requested by enclosing a certified copy of the deed of subrogation (*atto di surrogazione*) to be made in the form of a public deed (*atto pubblico*) or of a deed certified by a notary public with respect to the signature (*scrittura privata autenticata*) without prejudice to any benefits of a fiscal nature.

In the event that the subrogation is not completed within 10 (ten) days from the relevant request from the succeeding lender to the former lender to start the relevant cooperation procedures, the original lender shall pay to the borrower an amount equal to 1% of the amount of the loan for each month or part thereof of delay, provided that if the delay is due to the succeeding lender, the latter shall repay to the former lender the delay penalty paid by it to the borrower.

(q) Suspension of mortgage instalments

Italian Law No. 244 of 24 December 2007, the Italian budget law for year 2008 (the "**2008 Budget Law**"), provides, *inter alia*, that borrowers of loans granted for the purchase of real estate property to be used as the borrower's main residence (*abitazione principale*) may request that payment of instalments thereunder be suspended at the terms specified therein.

The 2008 Budget Law provide for the establishment of a fund ("*Fondo di solidarietà per i mutui per l'acquisto della prima casa"*) (the "**Fund**") created for the purpose of bearing certain costs deriving from the suspension of payments by the borrowers and referred to an implementing regulation to be issued by the Ministry of the Economy and Finance ("*Ministro dell'economia e delle finanze"*) in conjunction with the Ministry of the Social Solidarity ("*Ministro della solidarietà sociale"*). Pursuant to the decree of the General Director of Treasury Department of the Ministry of Economy and Finance issued on 14 September 2010, CONSAP ("*Concessionaria Servizi Assicurativi S.p.A"*) was selected as managing company of the Fund.

On 21 June 2010, Ministerial Decree number 132 issued by the Ministry of Economy and Finance and published in the Official Gazette of the Republic of Italy on 18th of August 2010 (the "**Decree 132**"), as amended by Decree number 37 of 22 February 2013 (the "**Decree 37**"), set out the requirements to be complied with by borrowers in order to have the right to the aforementioned suspension and the subsequent aid from the Fund.

The 2008 Budget Law has been supplemented by Law No. 92 of 28 June 2012 (the "**Law 92**"), which has modified the requirements to be met by borrowers to benefit of the aids provided for by the Fund. In particular, Law 92 provides that the suspension of the payment of mortgage loans instalments can be granted for a period of 18 (eighteen) months upon the occurrence of at least one of the following events with respect to the relevant borrower:

i. termination of an employment contract of indeterminate duration;

ii. termination of a fixed term employment contract;

iii. termination of one of the employment relationships provided for by Article 409, No. 3) of the Italian civil procedure code; or

iv. death or declaration of handicap or disability for at least 80%.

Decree 132 has been supplemented by the Decree 37, entered into force on 27 April 2013, which has been enacted for the purpose of making Decree 132 compliant with the new provisions of Law 92.

Starting from 27 April 2013, new requests to access to the aids granted by the Fund shall be submitted (in accordance with the requirements and the conditions provided for by Law 92) by using the documentation published on the CONSAP official website http://www.consap.it/ or on the Ministry of Economy and Finance web-site (www.dt.tesoro.it) (for the avoidance of doubt, such websites does not constitute part of this Prospectus). As to regard, the requests submitted to CONSAP before 17 July 2012, such requests shall be regulated by the provisions of the Decree 132.

As specified in Law 92, the suspension of payments of the instalments can be granted also in favour of mortgage loans which have been object of securitisation transactions.

Any Borrower who will comply with the requirements set out in Law 92 might have the right to suspend the payment of the instalments of its Mortgage Loan and therefore there is the risk that the Issuer will experience a consequential delay in the collection of the relevant instalments. A significant number of applications by Borrowers concentrated over a specific period will have an adverse impact on the Issuer's cash flow of that period, although it should be considered that the aforementioned aids will be granted to the borrowers within the limits of the budget available to the Fund. Pursuant to the Italian Law Decree No. 102 of 31 August 2013, converted into Italian Law No. 124 of 28 October 2013, the budget of the Fund is increased of Euro 20,000,000 for each of 2014 and 2015 years.

(r) The Families Plan

On 31 March 2015, the Italian Banking Association ("**ABI**") and some consumers associations signed a convention (the "**ABI Convention**") concerning the temporary suspension of payments of the principal quota of instalments due by individuals to the banking system in order to help those families stricken by the financial crisis ("**Families Plan**").

The Families Plan is in addiction to the Fund ("*Fondo di solidarietà per i mutui per l'acquisto della prima casa*" – please see the section headed "*Considerations relating to the Portfolio*").

The Families Plan provides the possibility for individuals (upon certain conditions have been met) to request, within 31 December 2017, the suspension (only for one time and for a period not longer than 12 months) of the principal component of the instalments (the "**Suspension**").

The granting of the Suspension does not cause the application of any fees or default interest for the suspension period, except when the relevant borrower is in breach of its obligation to pay the interest component of the loan instalments at their original scheduled due dates.

As a consequence of the Suspension, the reimbursement plan will be extended for a period equal to the Suspension. The borrower shall, in any case, continue to pay, at their original scheduled due dates, the interest component of the loan instalments.

The Suspension applies to:

1. loans granted for the purchase of real estate property to be used as the borrower's main residence ("*abitazione principale*"), only upon the occurrence of the event listed in point 3 (c) of ABI Convention (e.g. suspension of the working relationship or reduction of the working time for a period of at least 30 days); and
2. consumer's loans granted to individuals in accordance with the provision of article 121 of the Consolidated Banking Act, having a duration higher than 24 months and a so-called "French" amortisation plan, regardless of the type of contractual interest rate.

In particular, it should be noted that, pursuant to the ABI Convention, also the loans which have been securitised in accordance with the provisions of the Securitisation Law may benefit of the Suspension.

In addition, the ABI Convention specifically set out the case in which the Suspension shall not be granted (e.g. loans having late instalments for more than 90 days or loans which have already benefited of other suspensions for a period of 12 months).

The Suspension can be granted upon the occurrence, in the 24 months preceding the request of such Suspension, of one of the following events:

a) closing down of a permanent employment relationship (*rapporto di lavoro subordinato*), other than in the event of consensual termination (*risoluzione consensuale*) of such employment relationship or in the events in which the termination is due to the bypass of the age limit, with the consequent right to benefit of an old-age pension (*pensione di anzianità*), or in the events of resignation not for "*giusta causa*" or in the events of termination of the employment relationship for "*giusta causa*" or "*giustificato motivo soggettivo*";

b) closing down of the employment relationships under article 409, paragraph 3, of the Italian civil procedure code, other than the cases of consensual termination, withdrawal of the employer for "*giusta causa*" or withdrawal of the employee not for "*giusta causa*";

c) suspension of the employment relationship or reduction of the working time for a period of at least 30 days, also before the issuing of the relevant measures authorizing an income support (*sostegno al reddito*);

d) death or cases of loss of self – sufficiency (*condizioni di non autosufficienza*).

In any case, it should be noted that banks and the financial intermediaries may, at their discretion, grant to their customers suspensions at more favorable conditions than the ones provided under the Families Plan.

Finally, banks and financial intermediaries shall bring into effect the ABI Convention within 60 days from its execution.

(s) The Development Decree

On 13 May 2011, the Italian government approved the law-decree No. 70, published on the Italian Official Gazette on 13 May 2011, which introduces new provisions concerning the renegotiation of mortgage loans ("**Development Decree**").

In particular, the Development Decree provides that borrowers who, before the entry in force of such new provisions have executed or assumpted a mortgage loan agreement, will have the right to renegotiate the terms of their mortgage loan with their respective lender, provided that: (a) the relevant mortgage loan agreement has been entered into for purchasing or rebuilding a residential property; (b) the original amount of the relevant mortgage loan is not higher than Euro 150,000; (c) the relevant mortgage loan accrues interest at a floating rate and provides for payment of variable instalments for the whole duration; (d) the relevant borrower submits, together with the request of the renegotiation, the certificate of the relevant ISEE (*Indicatore della Situazione Economica Equivalente*), which should not exceed the amount of Euro 30,000; (e) no late payments have been made with respect to the relevant mortgage loan.

The Development Decree has been converted in Law No. 106 of 12 July 2011 with amendments. As a consequence of that, the cap amounts indicated under items (b) and (d) above have been modified respectively to Euro 200,000 and Euro 35,000.

Such renegotiation involves the change from a floating rate to a fixed nominal annual interest rate which must not be higher than the interest rate obtained by applying (i) the lower between the 10-year Euro IRS and the IRS in Euro applicable to a duration equal to the residual life of the mortgage loan or, if not available, the quotation of the IRS related to the immediately preceding duration, as it appears on Reuters ISDAFIX 2 page at the renegotiation date, plus (ii) a spread equal to the one indicated in the relevant loan agreement, for the purpose of determining the applicable interest rate.

Borrowers will be entitled to agree with their respective lenders that the renegotiation will extend the amortisation plan of the mortgage loans for a maximum period of five years, provided that the residual life of the relevant mortgage loan, following the date of such renegotiation, does not exceed twenty-five years.

With reference to securitised mortgage loans, the Development Decree provides that the provision relating to the remaining in force of the mortgage securities originally created to secure the mortgage loan which is being renegotiated, also applies to the loan granted by lenders to borrowers, as assigned debtors, in the context of a securitisation transaction, in order to permit the loan repayment in accordance with the applicable amortisation plan at the time of the renegotiation. In these cases, the lender will be subrogated in the relevant mortgage securities, without the need of any additional formality or annotation, but such subrogation will be not effective until the claims of the assignee, deriving from mortgage loans which have been transferred in the context of a securitisation transaction are fully satisfied (article 8, paragraph 8, letter d) of the Development Decree).

Moreover, under article 8, paragraph 8, item e) of the Development Decree, if the lender, in order to carry out the renegotiation, repurchases the claim previously transferred in the context of a securitisation transaction or issuance of covered bonds, the relevant assignee shall be allowed to give notice of such repurchase through the publication in the Italian Official Gazette, even by means of a single notice relating to all of the claims repurchased by the lender/assignor. Any security interest, lien or encumbrance created in favour of the lender/assignor, shall continue to be in force and effect and shall have the same ranking, without the need of any additional formality or annotation. The request of renegotiation will presumably satisfied by the Originators by utilising the renegotiations faculty granted to them under the Servicing Agreement or through repurchase/refinancing of the relevant loan. It is not completely clear if the Development Decree is binding for the securitisation SPVs (i.e. the securitisation SPVs would be obliged to grant the renegotiation in case the Originator is not allowed to that).

In this respect, considering that the provisions of article 8, paragraph 6, items a) and c) of the Development Decree explicitly provide that borrowers have the right to enter into renegotiations with their respective "lender" (not making any reference to different entities, such as the possible assignees) it could be argued that the Originator is the only entity obliged to grant such

renegotiations.

DESCRIPTION OF THE AGENCY AND ACCOUNTS AGREEMENT

The description of the Agency and Accounts Agreement set out below is a summary 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 Principal Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

(j) BNPSS Milan Branch, as (i) the Principal Paying Agent, for the purpose of, *inter alia*, making payment of interest and the repayment of principal in respect of the Notes and of establishing and maintaining the Payments Account; (ii) the Agent Bank, for the purpose of, *inter alia*, determining the rate of interest payable in respect of the Notes; and (iii) the Computation Agent, for the purpose of, *inter alia*, determining certain of the Issuer's liabilities and the funds available to pay the same (subject to the receipt of certain information and in reliance thereon as set forth herein);

(k) Banco Popolare as (i) the Interim Account Bank, for the purposes of establishing and maintaining the Guaranteed Accounts; and (ii) as the Transaction Bank, for the purposes of, *inter alia*, establishing and maintaining the Cash Reserve Account; and

(l) BNP Paribas Securities Services, London branch, as the Additional Transaction Bank, for the purposes of, *inter alia*, establishing and maintaining the Transaction Accounts and managing certain payment services.

1. Duties of the Interim Account Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Interim Account Bank the Guaranteed Accounts.

The Interim Account Bank will operate each of the Guaranteed Accounts in the name of, and on behalf of, the Issuer under a power of attorney given to it by the Issuer.

For a description of the operation of the Guaranteed Accounts and the cash flows through the Guaranteed Accounts, see "*Credit structure – Cash flow through the Accounts*" and "*The Issuer's bank accounts*".

2. Duties of the Transaction Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Transaction Bank the Cash Reserve Account.

The Transaction Bank and the Computation Agent will operate the Cash Reserve Account in the name of, and on behalf of, the Issuer.

For a description of the operation of the Cash Reserve Account and the cash flows through the Cash Reserve Account, see "*Credit structure – Cash flow through the Accounts*" and "*The Issuer's bank accounts*".

In performing its obligations, the Transaction Bank may rely on the instructions and determinations of the Issuer, Monte Titoli, the Representative of the Noteholders 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*).

The Transaction Bank has agreed to establish and maintain the Cash Reserve Account whilst the Computation Agent will manage certain payment services in relation to the Cash Reserve Account.

3. Duties of the Additional Transaction Bank

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Additional Transaction Bank the Collection Account.

For a description of the operation of the Collection Account and the cash flows through the Collection Account, see "*Credit structure – Cash flow through the Accounts*" and "*The Issuer's bank accounts*".

4. Duties of the Computation Agent

The duties of the Computation Agent include the making of certain calculations in respect of the Securitisation. The Computation Agent will make such calculations based on, *inter alia*:

(a) the Statement of the Guaranteed Accounts prepared by the Interim Account Bank on the Reporting Dates;

(b) the Statement of the Cash Reserve Account prepared by the Transaction Bank on the Reporting Dates;

(c) the Statement of the Transaction Accounts prepared by the Additional Transaction Bank on the Reporting Dates;

(d) the Statement of the Payments Account prepared by the Principal Paying Agent on the Reporting Dates;

(e) the Servicer Reports prepared by the Servicer, by the Reporting Dates;

(f) the determinations received from the Agent Bank concerning the Rate of Interest, the Interest Amount and the Interest Payment Date; and

(g) the instructions and determinations of the Issuer, Monte Titoli and the Corporate Servicer,

and the Computation Agent will not be liable for any omission or error in so doing, save as to the extent caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

The Computation Agent will calculate, *inter alia*, on each Calculation Date:

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iii) the Interest Amounts (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iv) the Junior Notes Remuneration (if any);

(v) the Principal Amount Outstanding of each Class of Notes on the next following Interest Payment Date;

(vi) the Principal Amount Outstanding of the Notes of all Classes on the next following Interest Payment Date;

(vii) the interest payable (if any) in respect of the Class A Notes on the next following Interest Payment Date;

(viii) the amount of the Cash Reserve after draw-down and replenishment on the immediately following Interest Payment Date;

(ix) the Interest Amount Arrears, if any, that will arise in respect of the Class A Notes on the immediately following Interest Payment Date;

(x) the amount to be credited to the Cash Reserve Account in accordance with the Pre-Enforcement Priority of Payments;

(xi) the Target Cash Reserve Amount;

(xii) the payments (if any) to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Document,

(xiii) the amounts payable to each Subordinated Loan Provider under the Subordinated Loan Agreement.

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

On each Calculation Date, the Computation Agent will calculate the amounts to be disbursed on the following Interest Payment Date pursuant to the priority of payments as set forth in Condition 3(d) (*Pre-Enforcement Priority of Payments*) and will compile a payments report (the "**Payments Report**"). The Computation Agent will distribute by electronic means and/or fax the Payments Report to the Issuer, the Servicer, the Initial Notes Subscribers, the Corporate Servicer, the Rating Agencies, the Principal Paying Agent, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank and the Representative of the Noteholders by no later than 6.00 p.m. (London time) on each Calculation Date.

Following the delivery of an Issuer Acceleration Notice and upon request by the Representative of the Noteholders, the Computation Agent will calculate the amounts to be disbursed pursuant to the priority of payments as set forth in Condition 3(e) (*Post-Enforcement Priority of Payments*) and will compile the relevant Payments Report.

In addition, the Computation Agent will prepare and deliver by no later than five Business Days following each Interest Payment Date (or, if such day is not a Business Day, on the immediately preceding Business Day) to the Issuer, the Servicer, the Initial Notes Subscribers, the Corporate Servicer, the Rating Agencies, the Principal Paying Agent, the Interim Account Bank, the Transaction Bank, the Additional Transaction the Representative of the Noteholders, any stock exchange on which the Series A2 Notes are listed, a report containing details of, *inter alia*, the Claims, amounts received by the Issuer from any source during the preceding Collection Period and amounts paid by the Issuer during such Collection Period as well as on the immediately preceding Interest Payment Date (the "**Investor Report**").

5. Duties of the Principal Paying Agent

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Principal Paying Agent the Payments Account.

For a description of the operation of the Payments Account and the cash flows through the Payments Account, see "*Credit structure – Cash flow through the Accounts*" and "*The Issuer's bank accounts*".

The Principal Paying Agent will, on each Interest Payment Date, receive from the Additional Transaction Bank, acting in the name and on behalf of the Issuer, the monies necessary to make the payments due on the Notes on the same Interest Payment Date and will apply such funds in or towards such payments as specified in the Payments Report. The Principal Paying Agent will provide the Issuer and the Corporate Servicer with the data necessary to maintain and update the Noteholders' register (*registro degli obbligazionisti*) in accordance with Italian law and any other applicable law.

The Principal Paying Agent will act as intermediary between the Noteholders and the Issuer for certain purposes and make available for inspection during normal business hours at its Specified Office such documents as may from time to time be required by the rules of the Irish Stock Exchange plc and, upon reasonable request, will allow copies of such documents to be taken.

The Principal Paying Agent will keep a record of all Notes and of their redemption, purchase, cancellation and repayment and will make such records available for inspection, and copies thereof obtainable, during normal business hours by the Issuer, the Representative of the Noteholders and the Computation Agent.

In performing their obligations, the Principal Paying Agent may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent, and will not be liable for any omission or error in so doing, except in case of their own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

Pursuant to the Agency and Accounts Agreement, the Issuer has opened and will maintain with the Principal Paying Agent the Payments Account.

6. Duties of the Agent Bank

On each Interest Determination Date, the Agent Bank will, in accordance with Condition 6 (*Interest*), determine EURIBOR and the Rate of Interest applicable to the Series A2 Notes during the following Interest Period, as well as the Interest Amount and the Interest Payment Date in respect of such following Interest Period, all subject to and in accordance with the Conditions, and will notify such amounts to the Issuer, the Representative of the Noteholders, the Corporate Servicer, the Principal Paying Agent, the Initial Series 2 Notes Subscriber, the Computation Agent, the Servicer and, with exclusive regard to the Class A Notes and the Irish Stock Exchange plc.

7. General provisions

Each of 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 its respective directors, officers, employees and controlling persons against all losses, liabilities, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by any Agent, except as may result from its gross negligence (*colpa grave*) or wilful misconduct (*dolo*), or that of its directors, officers, employees or controlling persons or any of them, or breach by it of the terms of the Agency and Accounts Agreement.

In return for the services so provided, the Agents will receive commissions in respect of the services of such Agents agreed on or about the relevant Issue Date between the Issuer and the Agents, payable by the Issuer in accordance with the Priority of Payments, except that certain fees have been paid up-front on or around the relevant 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 30 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 resigns, the Issuer will promptly and in any event within 30 days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to appoint a successor within such period, the resigning Agent may select a leading bank approved by the Representative of the Noteholders to act as the relevant Agent and the Issuer will appoint that bank as the successor Agent.

The Agency and Accounts Agreement is governed by Italian law.

DESCRIPTION OF THE TRANSFER AGREEMENTS

The description of the Transfer Agreements set out below is a summary of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the relevant Transfer Agreement. Prospective Noteholders may inspect a copy of each Transfer Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Principal Paying Agent.

1. Transfer of the Claims

The Portfolio purchased by the Issuer comprise debt obligations arising out of mortgage loans classified as performing by the Originator.

Pursuant to the terms of two transfer agreements dated the Initial Signing Date and 14 March 2013 and two transfer agreements dated the Initial Signing Date and 14 March 2013 between, respectively, the Issuer and Banco Popolare (the "**Banco Popolare Initial Transfer Agreements**") and between the Issuer and Creberg (before the merger into Banco Popolare) (the "**Creberg Transfer Agreements**" and, together with the Banco Popolare Initial Transfer Agreements, the "**Initial Transfer Agreements**"), the Issuer acquired from Banco Popolare and Creberg (before the merger into Banco Popolare), respectively, without recourse (*pro soluto*):

(a) the monetary claims (the "**Banco Popolare Initial Claims**") and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Banco Popolare Initial Mortgage Loans**") owed to Banco Popolare (the "**Banco Popolare Initial Portfolio**"); and

(b) the monetary claims (the "**Creberg Claims**") and other connected rights arising out of two portfolios consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* (the "**Creberg Mortgage Loans**") owed to Creberg (before the merger into Banco Popolare) (the "**Creberg Portfolio**" and, together with the Banco Popolare Initial Mortgage Loans (the "**Initial Mortgage Loans**").

The Banco Popolare Initial Claims and the Creberg Claims are, collectively, referred to as the "**Initial Claims**" and the Banco Popolare Initial Portfolio and the Creberg Portfolio are, collectively, referred to as the "**Initial Portfolio**".

The payment of the purchase price of the Initial Claims has been paid by the Issuer through the proceeds coming from the issuance of the Series 1 Notes.

On 13 October 2016, the Issuer acquired from the Originator, without recourse (*pro soluto*), in accordance with the Securitisation Law, an additional pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising out of a portfolio (the "**Subsequent Portfolio**") consisting of residential mortgage loans which qualify either as *mutui fondiari* or as *mutui ipotecari* the "**Subsequent Loans**") owed to Banco Popolare. The Subsequent Claims have been transferred to the Issuer pursuant to the terms of a transfer agreement dated 13 October 2016, executed by and between the Issuer and Banco Popolare.

The Subsequent Claims and the Initial Claims are collectively referred to as the "**Claims**" and the Initial Portfolio and the Subsequent Portfolio are collectively referred to as the "**Portfolio**". The Initial Loans and the Subsequent Loans are, collectively, referred to as the "**Loans**".

The payment of the purchase price of the Subsequent Claims to Banco Popolare will be financed by, and will be limited recourse to, the net proceeds of the issue of the Series 2 Notes on the Subsequent Issue Date.

2. Purchase price

The individual purchase price for each Claim (the “**Individual Purchase Price**”) is equal to the outstanding principal amount under the relevant Mortgage Loan, as at the relevant Valuation Date, and is listed in schedule 1 to the relevant Transfer Agreement.

The purchase price payable by the Issuer for all the Subsequent Claims, as at the Subsequent Signing Date, amounts to € 1,078,471,626.04;

calculated as the aggregate of the relevant Individual Purchase Prices (rounded down to the amount equal to the minimum denomination of the Notes).

The purchase price of all the Initial Claims has been paid in full to Banco Popolare or Creberg (before the merger into Banco Popolare), as the case may be, on the Initial Issue Date and the purchase price of all the Subsequent Claims is required to be paid in full to the Originator, on the Subsequent Issue Date or, if subsequent, on the later of (i) the date of publication in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) of the notice of assignment as described in the Subsequent Transfer Agreement and (ii) the date of registration (*iscrizione*) with the competent companies’ register of the notice of assignment as described in the Subsequent Transfer Agreement.

The payment of the Purchase Prices has been and will be financed by, and will be limited recourse to, the net proceeds of the issue of the Notes.

3. Economic effects

Under the relevant Transfer Agreement, the Originator and Creberg (before the merger into Banco Popolare) passed title to the relevant Claims to the Issuer on the date of execution of the relevant Transfer Agreement. However, the Originator and Creberg (before the merger into Banco Popolare) and the Issuer have agreed that the economic effects of the relevant Transfer Agreement will take effect as of (but including) the relevant Valuation Date. Accordingly, the Originator and Creberg (before the merger into Banco Popolare) has paid or will pay (as the case may be) to the Issuer within the day preceding the relevant Issue Date an amount equal to the sum of any amount received by the Originator and Creberg (before the merger into Banco Popolare) in respect of the relevant Claims before (and including) the relevant Valuation Date, if such amount was not correctly deducted when the outstanding principal amount of the relevant Claims was calculated as at the relevant Valuation Date, plus any interest accrued on such amount from (and including) the relevant Valuation Date to the date on which such amount will be effectively paid to the Issuer at a rate equal to Euribor.

4. Purchase price adjustment

Each Transfer Agreement provides that if, at any time after the date of execution of the relevant Transfer Agreement, it transpires that any Mortgage Loan from which a Claim arises does not meet the Criteria set out in the relevant Transfer Agreement and was therefore erroneously transferred to the Issuer, then the relevant Claim relating to such Mortgage Loan (the “**Excluded Claim**”) will be deemed not to have been assigned and transferred to the Issuer pursuant to the relevant Transfer Agreement, and the Originator will pay to the Issuer an amount equal to the sum of:

(i) the Individual Purchase Price of the relevant Claim relating to such Mortgage Loan (as specified in schedule 1 of the relevant Transfer Agreement); *plus*

(ii) the interest accrued on such Individual Purchase Price from the relevant Valuation Date to the Interest Payment Date on which principal on the Notes may be paid immediately succeeding the day on which the parties agree on the existence of such Excluded Claim at a rate equal to interest rate applicable to such Excluded Claim; *minus*

(iii) an amount equal to the aggregate of all the Collections recovered or collected by the Issuer (also through the Originator) after the relevant Valuation Date in relation to such

Excluded Claims; *minus*

(iv) an amount equal to the interests accrued on the amount set out in (iii) above from the relevant collection date to the date on which those amounts related to the relevant Excluded Claim are paid to the Issuer at a rate equal to the rate of interest from time to time applicable to the Interim Account, net of any withholding provided by any applicable law.

Each Transfer Agreement further provides that if, at any time after the relevant date of execution, it transpires that a mortgage loan which met the Criteria set out in the relevant Transfer Agreement was not included in the relevant Portfolio then the claims under such mortgage loan (the "**Additional Claim**") shall be deemed to have been assigned and transferred to the Issuer by the Originator on the date of execution of the relevant Transfer Agreement. In respect of such Additional Claims, the Issuer shall pay to the Originator, in accordance with the Priority of Payments, an amount equal to:

(i) the purchase price of the Additional Claim, calculated adopting the same method used to calculate the Individual Purchase Price of the Claims (including reference to the Valuation Date); *minus*

(ii) any principal amount collected from the relevant Valuation Date onwards by the Originator under the relevant Additional Claim; *minus*

(iii) interest accrued on the amount under (ii) above, at a rate equal to the rate of interest paid on the date of collection on the mortgage loan from which the relevant Additional Claim derives, from the date of collection of any such amount to the date of the collection of the amount under (i) above,

(each such amount, at any time due to the Originator, the "**Additional Claims Purchase Price**").

5. Rateo Amounts

Moreover, the Issuer will pay to the Originator a sum equal to the interest accrued on the relevant Mortgage Loans up to the relevant Valuation Date (excluded) but not yet due (the "**Rateo Amounts**).

The Rateo Amounts are equal to € 765,297.42 with respect to the Subsequent Portfolio.

The Rateo Amounts shall be payable to the Originator in accordance with the applicable Priority of Payments commencing from the first Interest Payment Date.

6. Settlement expenses

Each Transfer Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the Originator concerning the qualification of certain claims as Excluded Claims or as Additional Claims. In such circumstance, the costs and fees of the deciding arbitrator, appointed pursuant to the relevant Transfer Agreement, shall be borne by the Originator even if the Issuer is the succumbent. Should the Issuer succumb, the Originator shall advance to the latter the fees and costs of the deciding panel (the "**Settlement Expenses Amount**"). The Issuer shall then reimburse the Settlement Expenses Amount on the next subsequent Interest Payment Date, in accordance with the Priority of Payments.

7. Additional provisions

Each Transfer Agreement contains certain representations and warranties made by the Originator in respect of the relevant Claims and the relevant Mortgage Loans. The principal representations and warranties given by the Originator to the Issuer in connection with the transfer of the relevant Claims in relation to the Portfolio are contained in the relevant Warranty and Indemnity Agreement (see "*The Warranty and Indemnity Agreements*").

Each Transfer Agreement provides that the representations and warranties made by the Originator in respect of the relevant Claims are deemed to be given and repeated on the relevant Issue Date.

Each Transfer Agreement also contains a number of undertakings by the Originator in respect of its activities relating to the Claims. The Originator has undertaken, *inter alia*, to refrain from carrying out activities with respect to the relevant Claims which may prejudice the validity or recoverability of any of such Claims or the relevant related security and not to assign or transfer the relevant Claims to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the relevant Claims in the period of time between the date of execution of the relevant Transfer Agreement and the later of (i) the date of publication of the notice of the transfer in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (ii) the date of registration (*iscrizione*) with the competent companies' register of the notice of assignment as described in the relevant Transfer Agreement.

8. Insurance policies

In connection with the Insurance Policies, the Originator has, *inter alia*, undertaken to ensure, with reference to the insurance policies executed by the relevant Borrowers and in respect of which the Borrowers have undertaken to pay to the relevant insurance company the relevant premia, that the real estate assets will continue to have the benefit of the insurance coverage until the related Mortgage Loan is fully repaid. Thus, should a Borrower fail to pay the insurance premia as they fall due, the Originator will (upon becoming aware of the Borrower's failure) make the relevant payment (the "**Insurance Premia**" to the relevant insurance company in lieu of the relevant Borrower.

The Originator will be entitled to a reimbursement from the Issuer of the Insurance Premia thus paid by it in accordance with the applicable Priority of Payments.

9. Repurchase of the Claims

Pursuant to the Transfer Agreements, upon certain circumstances, the Originator has been given the right to purchase from the Issuer all the Claims. The purchase price payable by the Originator to the Issuer for the repurchase of all the Claims may not exceed (A) the outstanding principal amount of the Claims to be repurchased, provided that none of such Claims qualify as *Crediti ad Incaglio* or as Defaulted Claims (B) the aggregate of: (I) the fair value of the Claims which are classified as *Crediti ad Incaglio* or as Defaulted Claims (if any), as verified by one or more third-party experts independent from the Originator in accordance with the Transfer Agreements; and (II) the outstanding principal of the Claims which are classified neither as *Crediti ad Incaglio* nor as Defaulted Claims.

10. Payments by the Issuer

The Purchase Price Interest Amount, the Additional Claims Purchase Price (if ever due), the Settlement Expenses Amount, the Insurance Premia and any other amount owed to the Originator from time to time by the Issuer pursuant to the terms of the Transfer Agreements, with the exception of the Purchase Price, will be treated as "Originator's Claims" will be paid by the Issuer to the Originator accordingly under the applicable Priority of Payments and subject to the Intercreditor Agreement commencing from the first Interest Payment Date.

The Transfer Agreements are governed by Italian law.

DESCRIPTION OF THE SERVICING AGREEMENT

The description of the Servicing Agreement set out below is a summary of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the 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 Principal Paying Agent.

On the Initial Signing Date, the Issuer appointed:

(a) Banco Popolare as servicer of the Banco Popolare Initial Portfolio; and

(b) Creberg (before the merger into Banco Popolare) as servicer of the Creberg Portfolio;

pursuant to the terms of a servicing agreement dated the Initial Signing Date, between the Issuer, Banco Popolare and Creberg (the "**Servicing Agreement**").

In the context of a reorganisation plan of the Gruppo Bancario Banco Popolare, effective from 1 June 2014, Creberg was merged into Banco Popolare and therefore Creberg was extinguished. As a consequence, as used in this Prospectus, "Originator" or "Servicer" means Banco Popolare, in relation to the whole Portfolio.

The Servicing Agreement has been subsequently amended in order to, *inter alia*, appoint Banco Popolare as servicer of the whole Portfolio (including the Subsequent Claims) (the "**Servicer**").

Pursuant to the terms of the Servicing Agreement, the Servicer has agreed to administer and service the Portfolio on behalf of the Issuer and, in particular, to:

(a) collect amounts due in respect thereof;

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

(c) commence and pursue any enforcement proceedings in respect of any borrowers who may default.

1. Duties of the Servicer

The Servicer is responsible for the receipt of cash collections in respect of the relevant Mortgage Loans and related Claims and for cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) pursuant to the Securitisation Law. Within the limits of article 2, paragraph 6-*bis* of the Securitisation Law, the Servicer is responsible for verifying that the transactions to be carried out in connection with the Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

The Servicer has undertaken in relation to each of the relevant Mortgage Loans and related Claims, *inter alia*:

(a) to collect the relevant Collections and to credit them into the Interim Account by no later than the receipt date, for value as at the relevant receipt date in accordance with the procedure described in the Servicing Agreement. In particular, payments made (i) through the direct debit mechanism will automatically pass from the current account of the relevant Borrower to the Interim Account; and (ii) by, respectively, cash, inter-banking direct debit of the Borrowers' bank account opened with a bank other than the Originator (*R.I.D. – rimessa interbancaria diretta*) and payment request (*MAV – mediante avviso*) will be credited by the Servicer on the Interim Account through an automatic process. In case of exceptional circumstances causing an operational delay in the transfer, the relevant Collections are required to be transferred to the Interim Account by the day on which the operational delay in the transfer has been resolved.

The Servicing Agreement provides that if monies already transferred to the Interim Account are identified as having not been paid, in whole or in part, by the relevant Borrower, following the verification activity carried out by the Servicer, the Servicer may deduct those unpaid amounts from the relevant Collections not yet transferred to the Issuer within the same Collection Period;

(b) to strictly comply with the Servicing Agreement and the relevant servicing and collection policy described in "*The Credit and Collection Policies*" above (the "**Collection Policies**");

(c) to carry out the administration and management of such Claims and to manage any possible legal proceedings (*procedura giudiziale*) against the relative Borrower or related guarantor in respect thereof, if any (the "**Judicial Proceedings**"), and any possible bankruptcy or insolvency proceedings against any Borrower ("**Debtor Insolvency Proceedings**", and, together with Judicial Proceedings, the "**Proceedings**");

(d) to initiate any Proceedings in respect of such Claims, if necessary;

(e) to comply with any requirements of laws and regulations applicable in the Republic of Italy in carrying out activities under the Servicing Agreement;

(f) to maintain effective accounting and auditing procedures so as to ensure compliance with the provisions of the Servicing Agreement;

(g) save where otherwise provided for in the Collection Policy or other than in certain limited circumstances specified in the Servicing Agreement, not to consent to any waiver or cancellation of or other change prejudicial to the Issuer's interests in or to such Claims, the mortgage and any other real or personal security or remedy under or with respect to such Mortgage Loan unless it is ordered to do so by an order of a competent judicial or other authority or authorised to do so by the Issuer and the Representative of the Noteholders;

(h) on behalf of the Issuer, operate an adequate supervision and information disclosure system with respect to the relevant Claims and an adequate database maintenance system as provided for under any laws relating to money laundering, by keeping and maintaining any books, records, documents, magnetic media and IT systems as may be useful for, or relevant to, the implementation of a data disclosure system to permit the Issuer to operate in full compliance with all applicable laws and regulations in matters of supervision, reporting procedures or money laundering;

(i) interpret, consider and manage autonomously any issue arising out of the application of the Usury Act from time to time. The Servicer has undertaken, in carrying out such tasks and its functions pursuant to the Servicing Agreement, and in particular in the collection of the relevant Claims, not to breach the Usury Act; and

(j) maintain and implement administrative and operating procedures (including, without limitation, copying recordings in case of destruction thereof), keep and maintain all books, records and all the necessary or advisable documents (i) in order to collect all the relevant Claims and all the other amounts which are to be paid for any reason whatsoever in connection with the relevant Claims (including, without limitation, records which make it possible to identify the nature of any payment and the precise allocation of payment and collected amounts to capital and interest), and (ii) in order to check the amount of all the relevant Collections received.

The Issuer and the Representative of the Noteholders have the right to inspect and copy the documentation and records relating to the relevant Claims in order to verify the activities undertaken by the Servicer pursuant to the Servicing Agreement, provided that the Servicer has been informed at least two Business Days in advance of any such inspection.

Pursuant to the terms of the Servicing Agreement, the Servicer will indemnify the Issuer from and against any and all damages and losses incurred or suffered by the Issuer as a consequence of a default by the Servicer of any obligation of the Servicer under the Servicing Agreement. The Servicer has acknowledged and accepted that, pursuant to the terms of the Servicing Agreement, it will not have any recourse against the Issuer for any damages, claims, liabilities or costs incurred by it as a result of the performance of its activities under the Servicing Agreement except as may result from the Issuer's wilful default (*dolo*) or gross negligence (*colpa grave*).

2. Delegation of activities

The Servicer is entitled to delegate, to one or more companies fulfilling the prerequisites set forth in the Servicing Agreement, certain activities entrusted to it as servicer pursuant to the Servicing Agreement. The Servicer will remain directly responsible for the performance of all duties and obligations delegated to any such company and will be liable for the conduct of all of them.

3. Reporting requirements

The Servicer has undertaken to prepare and submit to the Computation Agent, the Rating Agencies, the Representative of the Noteholders, the Initial Notes Subscribers, the Corporate Servicer, the Administrative Servicer and the Issuer by no later than each Reporting Date quarterly reports (each, a "**Servicer Report**") in the form set out in the Servicing Agreement and containing information as to the Portfolio and any Collections in respect of the preceding Collection Period.

Moreover, the Servicer has undertaken to furnish, in a reasonable period of time taking into consideration the nature of the relevant request, to the Issuer, to the Rating Agencies, to the Representative of the Noteholders, the Administrative Servicer, the Corporate Servicer and to the Computation Agent such further information as the Issuer and/or the Computation Agent and/or the Rating Agencies and/or the Administrative Servicer and/or the Corporate Servicer and/or the Representative of the Noteholders may reasonably request with respect to the relevant Claims and/or the related Proceedings.

4. Remuneration of the Servicer

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio, on each Interest Payment Date and in accordance with the Priority of Payments, the Issuer will pay to the Servicer, the following amounts:

(a) in connection with the collection of the Claims of the Portfolio (other than the Defaulted Claims of the Portfolio), an amount equal to 0.50 per cent. (on a yearly basis calculated according to the Act/360 method) of the Collections in respect of the Claims of the Portfolio (other than the Defaulted Claims of the relevant Portfolio) in the immediately preceding Collection Period (including VAT where applicable) as better specified in the Servicing Agreement;

(b) in connection with the management of the Claims of the Portfolio (other than the Defaulted Claims of the relevant Portfolio) an annual fee of € 10,000.00 (including VAT where applicable) payable by the Issuer pro quota on each Interest Payment Date; and

(c) in connection with the recovery of the Defaulted Claims of the Portfolio, an amount equal to 0.25 per cent. of the recoveries in respect of the Defaulted Claims of the Portfolio collected in the immediately preceding Collection Period, (excluding VAT where applicable).

In addition to the above, the Issuer will pay to the Servicer, in accordance with the applicable Priority of Payments and provided that supporting documents are provided, the expenses and fees of external counsels and the judicial expenses and taxes reasonably incurred during each

Collection Period by the Servicer in connection with its servicing activities concerning the Claims classified as Defaulted Claims (VAT excluded where applicable).

5. Subordination and limited recourse

The Servicer has agreed that the obligations of the Issuer under the Servicing Agreement are subordinated and limited recourse obligations and will be payable only in accordance with the applicable Priority of Payments.

6. Termination and resignation of the Servicer and withdrawal of the Issuer

The Issuer may terminate the appointment of the Servicer (*revocare il mandato*), pursuant to article 1725 of the Italian civil code, or withdraw from the Servicing Agreement (*recesso unilaterale*), pursuant to article 1373 of the Italian civil code, upon the occurrence of one of any of the following events:

(a) the Bank of Italy has proposed to the Minister of Finance to admit the Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency has been filed with the competent office or the Servicer has been admitted to the procedures set out under Title IV of the Consolidated Banking Act, or a resolution is passed by the Servicer in order either to obtain such measures or to apply for such proceedings to be initiated or to dispose the voluntary liquidation of the Servicer itself;

(b) failure on the part of the Servicer to deliver and pay any amount due under the Servicing Agreement within 5 Business Days from the date of receipt of a notice claiming that such amount became due and payable and has not been duly paid;

(c) failure on the part of the entity, once a 10-day notice period has elapsed, to observe or perform in any respect any of its obligations under the Servicing Agreement, the Warranty and Indemnity Agreements, the relevant Transfer Agreement or any of the Transaction Documents to which it is a party which could affect the fiduciary relationship between the Servicer and the Issuer;

(d) a representation given by the Servicer pursuant to the terms of the Servicing Agreement is verified to be false or misleading and this could have a material negative effect on the Issuer and/or the Securitisation;

(e) the Servicer changes significantly the departments and/or the resources in charge of the management of the relevant Claims and the relevant Proceedings and such change reasonably renders more burdensome to the Servicer the fulfilment of its obligations under the Servicing Agreement; or

(f) the Servicer does not meet the requirements provided by law or by the Bank of Italy for the entities appointed as servicer in a securitisation transaction or the Servicer does not meet any further requirement which may be requested in the future by either the Bank of Italy or any other competent authority.

The Issuer is obliged to notify the Servicer of its intention to terminate the Servicing Agreement with prior written notice to the Representative of the Noteholders, to the Rating Agencies and the Initial Notes Subscribers.

Moreover, the Servicer is entitled to resign from the Servicing Agreement at any time after a 12-month period has elapsed from the Initial Signing Date by giving at least 12 months' prior written notice to that effect to the Issuer, the Representative of the Noteholders and the Rating Agencies. Following the resignation of the Servicer, the Issuer shall promptly commence procedures necessary to appoint a substitute servicer.

The termination and the resignation of the Servicer shall become effective after fifteen Business Days have elapsed from the date specified in the notice of the termination or of the resignation, or from the date, if successive, of the appointment of the substitute servicer.

The Issuer may appoint with the cooperation of the Back-up Servicer Facilitator a substitute servicer, only (i) with the prior written approval of the Representative of the Noteholders and (ii) with prior written notice to the Rating Agencies. The substitute servicer shall be:

(a) a bank operating for at least three years and having one or more branches in the territory of the Republic of Italy;

(b) an entity having the specific requirements provided for under law provisions or regulatory provisions (or other provisions issued by the Bank of Italy or by other authorithies) in order to carry out the activity as servicer, having specific expertise in the management of residential and commercial mortgage loans in Italy, operating and having one or more branches in the territory of the Republic of Italy, which has software that is compatible with the management of the Mortgage Loans and adequate assets to ensure that its activities are carried out effectively and on a constant basis; or

(c) the Back-Up Servicer, if nominated.

The Servicing Agreement further provides for an out-of-court settlement procedure in the case of a dispute arising between the Issuer and the Servicer concerning the termination of the appointment of the Servicer. In such circumstance, the costs and fees of the deciding arbitrator, appointed pursuant to the Servicing Agreement, shall be borne by the succumbent. Should the Issuer succumb, the Servicer shall advance to the latter the fees and costs of the deciding arbitrator (the "**Servicing Settlement Expenses Amount**"). The Issuer shall reimburse the Servicing Settlement Expenses Amount on the next subsequent Interest Payment Date in accordance with the Priority of Payments.

The substitute servicer must execute a servicing agreement with the Issuer substantially in the form of the Servicing Agreement and must accept all the provisions and obligations set out in the Intercreditor Agreement.

7. Other provisions

Following the classification of a Claim as Defaulted Claims or as *Credito ad Incaglio*, the Servicer, subject to certain conditions set out in the Servicing Agreement, may also enter into settlement agreements (as an alternative to judicial proceedings against the relevant Borrower) in the context of which it may modify the original amortising plan and discharge, in relation to the Defaulted Claims only, the Borrower in relation to a portion of the amount still due. In addition, in relation to Claims which are not classified as Defaulted Claims or *Crediti ad Incaglio*, the Servicer, subject to certain conditions set out in the Servicing Agreement, may also enter into settlement agreements aiming to, inter alia, the modification of (i) the original amortising plans (including as a consequence of the suspension of payments of the relevant instalments); or (ii) the relevant interest rates.

Furthermore, as an alternative to the renegotiation power granted to the Servicer, and in order to allow the Originator to keep good relationships with the Borrowers, the Originator has been given the power to make offers to repurchase Claims, subject to certain conditions set out in the Servicing Agreement.

Ultimately, the Servicer may, if the sale of Defaulted Claims procures an advantage to the Noteholders, sell the Defaulted Claims at a price indicated under the Servicing Agreement subject however to certain other conditions set out in the same Servicing Agreement.

The Servicing Agreement is governed by Italian law.

DESCRIPTION OF THE WARRANTY AND INDEMNITY AGREEMENTS

The description of the Warranty and Indemnity Agreements set out below is a summary of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the Warranty and Indemnity Agreemenst. Prospective Noteholders may inspect a copy of theWarranty and Indemnity Agreements upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Principal Paying Agent.

On the Initial Signing Date, the Issuer, the Originator and Creberg (before the merger into Banco Popolare) entered into a warranty and indemnity agreement (the "**Initial Warranty and Indemnity Agreement**") pursuant to which Banco Popolare and Creberg respectively, have given certain representations and warranties in favour of the Issuer in relation to, respectively, the Banco Popolare Initial Portfolio and the Creberg Portfolio.

Prospective Noteholders should note that each of the Originator and Creberg (before the merger into Banco Popolare) has given representations and warranties only in respect of the Claims respectively transferred to the Issuer.

In the context of a reorganisation plan of the Gruppo Bancario Banco Popolare, effective from 1 June 2014, Creberg was merged into Banco Popolare and therefore Creberg was extinguished.

As a consequence, as used in this Prospectus, "Originator" or "Servicer" means Banco Popolare, in relation to the whole Portfolio.

On the 13 October 2016, the Issuer and Banco Popolare entered into a warranty and indemnity agreement (the "**Subsequent Warranty and Indemnity Agreement**") pursuant to which Banco Popolare, has given certain representations and warranties in favour of the Issuer in relation to the Subsequent Portfolio.

Below is a description of the provisions of the relevant Warranty and Indemnity Agreement.

Each Warranty and Indemnity Agreement contains representations and warranties in respect of, *inter alia*, the following categories:

1. the relevant Mortgage Loans, the relevant Claims, the relevant Mortgages and any collateral security related thereto;
2. the real estate assets which have been mortgaged to secure the relevant Claims;
3. the disclosure of information; and
4. the Securitisation Law and article 58 of the Banking Act.

In particular, the representations and warranties contained in the relevant Warranty and Indemnity Agreement in respect to the relevant Claims (therefore, the Initial Warranty and Indemnity Agreement in relation to the Initial Portfolio and the Subsequent Warranty and Indemnity Agreement in relation to the Subsequent Portfolio), are as to, *inter alia*, the following matters:

(i) the Claims and the Mortgage Loans are existing and denominated in Euro (or granted in a different currency and subsequently redenominated in Euro);

(ii) the Mortgage Loans, the Claims and the Mortgages are governed by Italian law;

(iii) in relation to each Claim, the Guarantees and the Mortgages have been assigned to the Issuer pursuant to the relevant Transfer Agreement;

(iv) none of the Borrower, the Mortegor and/or the Guarantor is a public entities, a public administration or an ecclesiastical entity;

(v) all the Borrowers are (i) individuals (*persone fisiche*) resident in Italy, or (ii) legal entities (qualifiable as *società semplici*) incorporated under Italian law and having their registered office

in Italy;

(vi) to the best knowledge of the Originator or Creberg none of the Claims has been classified as "*in sofferenza*" or "*scaduto e/o deteriorato*" or "unlikely to pay" by the Originator pursuant to the regulations issued by the Bank of Italy (*istruzioni di vigilanza*);

(vii) there are no Guarantors who are not resident (if individuals) or not incorporated (if legal entities) in a State Member of the European Economic Area;

(viii) as at the relevant Valuation Date each First Claim has been classified as *in bonis* pursuant to the regulations issued by the Bank of Italy (*istruzioni di vigilanza*) and the relevant Mortgage Loan does not include as at the transfer date of the Claims or the Initial Signing Date or the Subsequent Signing Date non performing loans pursuant to the Guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*) and on November 2014 (*Additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9*), as subsequently amended and supplemented;

(ix) as at the relevant Valuation Date each Additional Claim has been classified as *in bonis* pursuant to the regulations issued by the Bank of Italy (*istruzioni di vigilanza*) and each Mortgage Loan does not include as at the relevant transfer date of the Claims, non performing loans pursuant to the Guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*) and on November 2014 (*Additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9*), as subsequently amended and supplemented;

(x) no Loan Agreement could be classified as a leasing agreement;

(xi) no Loan Agreement could be qualified as structured loan, syndicated loan or leveraged loan pursuant to the guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*) and on November 2014 (*Additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9*); and

(xii) each Real Estate Asset is located in Italy.

All representations and warranties set forth in the relevant Warranty and Indemnity Agreement shall be deemed to be given or repeated:

(i) on the relevant date of execution;

(ii) on the relevant Issue Date;

with reference to the facts and circumstances then existing, as if made at each such time; provided, however, that the representations and warranties referring to a Transaction Document executed after the date hereof shall be deemed to be made or repeated at the time of the execution of such Transaction Document and on the relevant Issue Date in each case with reference to the facts and circumstances then existing as if made at each such time.

In addition, the Originator has represented that, as of the Subsequent Issue Date, in relation to the Initial Claims and the Initial Portfolio:

(a) all the Borrowers are (i) individuals (*persone fisiche*) resident in Italy, or (ii) legal entities incorporated under Italian law and having their registered office in Italy;

(b) all the grantor of a collateral security related to the Claims are (i) individuals (*persone fisiche*) resident in the EEA or (ii) legal entities incorporated under the law of a EEA country and having their registered office in a EEA country;

(c) no Loan Agreement could be classified as a leasing agreement;

(d) no Loan Agreement could be qualified as structured loan, syndicated loan or leveraged loan pursuant to the guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*) and on November 2014 (*Additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9*), as subsequently amended and supplemented; and

(e) the Initial Portfolio do not include non performing loans pursuant to the guidelines issued by the European Central Bank (ECB) on December 2014 (*Implementation of the Eurosystem monetary policy framework*) and on November 2014 (*Additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9*), as subsequently amended and supplemented.

Pursuant to the Warranty and Indemnity Agreements, the Originator has agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all duly documented damages, losses, claims, liabilities, costs and expenses (including, without limitation, fees and legal expenses as well as any VAT if applicable) awarded against or incurred by the Issuer or any of the other foregoing persons arising from, inter alia, any default by the Originator in the performance of any of its obligations under the Warranty and Indemnity Agreements or any of the other Transaction Documents or any representations and/or warranties made by the Originator thereunder or being false, incomplete or incorrect.

The Originator has also agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees and the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against or incurred by it arising out of, *inter alia*, the application of the Usury Law to any interest accrued on any Mortgage Loans.

Moreover, each of the Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the Originator under the relevant Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more Claims or the interest of the Issuer in such Claims, and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the Originator within a period of 30 (thirty) days from receipt of a written notice from the Issuer to that effect (the "**Cure Period**"), the Issuer has the option, pursuant to article 1331 of the Italian civil code, to assign and transfer to the Originator all of the Claims affected by any such misrepresentation or breach (the "**Affected Claims**"). The Issuer will be entitled to exercise the put option by giving to the Originator, at any time during the period commencing on the Business Day immediately following the last day of the Cure Period and ending on the day which is 180 days after such Business Day, written notice to that effect (the "**Put Option Notice**").

The Originator will be required to pay to the Issuer, within 10 (ten) Business Days from the date of receipt by the Originator of the Put Option Notice, an amount to be calculated *mutatis mutandis* as the purchase price of the Excluded Claims pursuant to the relevant Transfer Agreement.

Each of the Warranty and Indemnity Agreement provides that, notwithstanding any other provision of such agreement, the obligations of the Issuer to make any payment thereunder shall be equal to the lesser of the nominal amount of such payment and the amount which may be applied by the Issuer in making such payment in accordance with the Priority of Payments. The Originator has acknowledged that the obligations of the Issuer contained in the Warranty and Indemnity Agreement will be limited to such sums as aforesaid and that it will have no further recourse to the Issuer in respect of such obligations.

The Warranty and Indemnity Agreements are governed by Italian law.

DESCRIPTION OF THE OTHER TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is a summary 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 Principal Paying Agent.

The Corporate Services Agreement

Under an agreement denominated "Corporate Services Agreement" executed on or about the Initial Issue Date between the Issuer, the Corporate Servicer and the Representative of the Noteholders (as amended and supplemented on or about the Subsequent Issue Date, the "**Corporate Services Agreement**"), the Corporate Servicer has agreed to provide certain corporate administration and management services to the Issuer. The services will include the safekeeping of the documents pertaining to the meetings of the Issuer's quotaholders, directors and auditors and of the Noteholders, maintaining the quotaholders' register and liaising with the Representative of the Noteholders.

Under the terms of the Corporate Services Agreement in the event of a termination of the appointment of the Corporate Servicer for any reason whatsoever, the Issuer shall appoint a substitute Corporate Servicer.

The Corporate Services Agreement is governed by Italian law.

The Administrative Services Agreement

Under an agreement denominated "*Contratto di Servizi Amministrativi*" executed on or about the Initial Issue Date between the Issuer, the Administrative Servicer and the Representative of the Noteholders (as amended and supplemented on or about the Subsequent Issue Date, the "**Administrative Services Agreement**"), the Administrative Servicer has agreed to provide certain accounting services to the Issuer. The services will include, amongst others, preparing tax and accounting records and preparing the Issuer's annual financial statements.

Under the terms of the Administrative Services Agreement in the event of a termination of the appointment of the Administrative Servicer for any reason whatsoever, the Issuer shall appoint a substitute Administrative Servicer.

The Administrative Services Agreement is governed by Italian law.

The English Deed of Charge and Assignment

Pursuant to an English law deed of charge executed on or about the Initial Issue Date as amended on 9 June 2014 and as may be further amended or supplemented from time to time (the "**English Deed of Charge and Assignment**"), the Issuer granted in favour of the Representative of the Noteholders for itself and as security trustee for the Noteholders and the other Issuer Secured Creditors, *inter alia*, (i) an English law charge over the Transaction Accounts; (ii) an English law assignment by way of security of all the Issuer's rights under the provisions of the Agency and Accounts Agreement which are governed by English law and all future contracts, agreements, deeds and documents governed by English law to which the Issuer may become a party in relation to the Notes, the Claims and the Portfolio; and (iii) a floating charge over all of the Issuer's assets which are subject to the assignments or charges described under (i) and (ii) above and not effectively assigned or charged thereunder.

The Intercreditor Agreement

Pursuant to an intercreditor agreement executed on or about the Initial Issue Date between the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Principal Paying Agent, the Agent Bank, the Computation Agent, the Interim Account Bank, the Transaction Bank, the Additional Transaction Bank, Banco Popolare (in any capacity), the Corporate Servicer, the Back-up Servicer Facilitator, the Administrative Servicer, the Servicer, the Subordinated Loan Provider, the Initial Notes Subscribers (as amended and supplemented on or about the Subsequent Issue Date, the "**Intercreditor Agreement**"), provision has been made as to the application of the proceeds of collections in respect of the Claims and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Claims. The Intercreditor Agreement also sets out the order of priority for payments to be made by the Issuer in connection with the securitisation transaction.

Pursuant to the Intercreditor Agreement, the Other Issuer Creditors have agreed that, until two year plus one day has elapsed since the day on which any note issued (including the Notes and the Previous Securitisations Notes) or to be issued by the Issuer 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 an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled (as an agent of the Issuer and to the extent permitted by applicable laws), until the Notes have been repaid in full or cancelled in accordance with the Conditions, to take possession of all Collections and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its 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 Italian Deed of Pledge

Pursuant to a deed of pledge (the "**Italian Deed of Pledge**") executed on or about the Initial 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 create in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, concurrently with the issue of the Notes, a pledge (i) over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Conditions, the Rules of the Organisation of Noteholders, the Italian Deed of Pledge and the Mandate Agreement) and (ii) over the positive balance of the Interim Account, the Payments Account and the Expenses Account.

The Italian Deed of Pledge will be governed by Italian law.

The Mandate Agreement

Pursuant to the terms of a mandate agreement executed on or abount the Initial Issue Date between the Issuer and the Representative of the Noteholders (as amended and supplemented on or about the Subsequent Issue 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 an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors.

The Mandate Agreement is governed by Italian law.

The Quotaholder’s Commitment

The quotaholder’s commitment executed on or about the Initial Issue Date between the Issuer, the Representative of the Noteholders and SVM Securitisation Vehicles 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 SVM Securitisation Vehicles Management S.r.l. in its capacity 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.

In the context of the Previous Securitisation, pursuant to separate quotaholder’s commitment dated 30 June 2014 (the “**Previous Quotaholder’s Commitments**”), the quotaholder of the Issuer has agreed certain obligations concerning the management of the Issuer.

The Quotaholder’s Commitment is governed by Italian law.

The Letter of Undertaking

Pursuant to a letter of undertaking executed the Initial Signing Date (the “**Letter of Undertaking**”) between the Issuer, the Representative of the Noteholders, Banco Popolare (in such capacity, the “**Financing Bank**”), the Financing Bank has undertaken to provide the Issuer with all necessary monies (in any form of financing deemed appropriate by the Representative of the Noteholders, for example by way of a subordinated loan, the repayment of which is to be made in compliance with item (xii)(C) of the Pre-Enforcement Priority of Payments or, as the case may be, item x)(C) of the Post-Enforcement Priority of Payments) in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of:

(a) any tax expenses or tax liability which the Issuer is at any time obliged to pay other than: (i) any withholding tax at any time applicable in respect of either the Notes or the Previous Securitisations Notes; (ii) any withholding tax applicable in respect of the Accounts (other than by reason of a change in law or the interpretation or administration thereof since the Issue Date and provided that it cannot be avoided by the Issuer), any other bank account opened in the context of the Previous Securitisations (other than by reason of a change in law or the interpretation or administration thereof since the Initial Issue Date and provided that it cannot be avoided by the Issuer) and the financial instruments which meet the definition of “Eligible Investments” in the context of the Previous Securitisations in connection with the Securitisation and the Previous Securitisations; (iii) any VAT due in respect of the Transaction Documents (other than by reason of a change in law or the interpretation or administration thereof since the Initial Issue Date) and the Previous Transactions Documents or the purchase of services or goods by the Issuer; (iv) any tax applicable in respect of the Transaction Documents and the Previous Transactions Documents; and (v) any court tax applicable to the Issuer, other than those provided for by the Servicing Agreement;

(b) any other costs, charges or liabilities arising in connection with regulatory or supervisory requirements (including as a result of any change of law or regulation or interpretation or administration thereof since the Issue Date) but with excluding any amounts payable by the Issuer under the Transaction Documents and the Previous Transactions Documents (including, for the avoidance of doubt, any amount due and payable under the Notes or the Previous Securitisations Notes); and

(c) any other costs, charges or liabilities which may affect the Issuer (other than losses, costs, expenses or liabilities in respect of the normal day-to-day operating costs of the Issuer) and which are not directly related to the securitisation of the Claims or the claims purchased by the Issuer in the context of the Previous Securitisations,

but, in each case, with the exception of any losses, costs, expenses or liabilities borne by the Issuer as a consequence of events or situations caused by the fraudulent or negligent conduct of the Issuer or of any other third party (other than the Originator) who provides any services in relation to any of the Transaction Documents or any of the document related to the Previous Securitisation.

Prospective Noteholders' attention is drawn to the fact that the Letter of Undertaking does not and will not constitute a guarantee by any of Banco Popolare or any of the quotaholders of the Issuer of any obligation of a Borrower or the Issuer.

The Letter of Undertaking is governed by Italian law.

The Subordinated Loan Agreement

Pursuant to a limited recourse loan agreement executed on or about to the Initial Issue Date between Banco Popolare as a Subordinated Loan Provider, the Issuer and the Representative of the Noteholders (as amended and supplemented on the Subsequent Issue Date, the "**Subordinated Loan Agreement**"), the Subordinated Loan Provider granted to the Issuer a limited recourse loan in the aggregate amount of Euro 60,000,000.00 (the "**Subordinated Loan**"). The Subordinated Loan has been drawn down by the Issuer on or about the Initial Issue Date in order to fund the Cash Reserve at the Initial Issue Date. The Subordinated Loan Agreement is in Italian language. The Subordinated Loan Agreement and all non contractual obligations arising out or in connection with the Subordinated Loan Agreement shall be governed by and construed in accordance with Italian law.

The other Transaction Documents

For a description of the Transfer Agreements, see "*The Transfer Agreements*". For a description of the Servicing Agreement, see "*The Servicing Agreement*". For a description of the Warranty and Indemnity Agreements, see "*The Warranty and Indemnity Agreements*". For a description of the Agency and Accounts Agreement, see "*The Agency and Accounts Agreement*".

ESTIMATED WEIGHTED AVERAGE LIFE OF THE SERIES A2 NOTES AND ASSUMPTIONS

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in reduction of principal of such security (assuming no losses). The weighted average life of the Series A2 Notes will be influenced by, among other things, the actual rate of redemption of the Mortgage Loans which may be in the form of scheduled amortisation, prepayments, or enforcement proceeds. The weighted average life of the Series A2 Notes cannot be predicted as the actual rate at which the Mortgage Loans will be repaid and a number of other relevant factors are unknown. Calculations of possible average life of the Series A2 Notes can be made under certain assumptions. The table below sets out the expected weighted average life of the Series A2 Notes in the event that redemption pursuant to Condition 7(c) (*Optional Redemption of the Notes*) does not occur and has been calculated based on the characteristics of the Mortgage Loans included in the Portfolio as of the relevant Valuation Date and on the assumptions that:

(a) no Event of Default occurs in respect to the Notes;

(b) the Mortgage Loans are subject to a constant prepayment rate of eight per cent.;

(c) the fees referred to in the relevant Transaction Documents are not increased;

(d) no default by the parties to the Transaction Documents occur;

(e) the Issuer will not exercise the option to redeem the Notes pursuant to Condition 7(c) (*Optional redemption of the Notes*);

(f) the Series A2 Notes will commence amortisation on the first Interest Payment Date falling on January 2017;

(g) no defaults and no delinquencies in payments in relation to the Mortgage Loans occur.

Assumption (b) above is stated as an average annualised prepayment rate since the prepayment rate for one Interest Period may be substantially different from that for another. The constant prepayment rate assumed is purely illustrative.

The weighted average lives of the Series A2 Notes are subject to factors outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates set forth above will be realised.

Notes	**Expected weighted average life (years)**
Series A2	3.77

The actual characteristics and performances of the Mortgage Loans may differ from the assumptions used in constructing the table set forth above, which are hypothetical in nature.

TAXATION IN THE REPUBLIC OF ITALY

The following is a general description of current Italian law and practice relating to certain Italian tax considerations concerning the purchase, ownership and disposition of the Series A2 Notes. It does not purport to be a complete analysis of all tax considerations that may be relevant to your decision to purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of prospective beneficial owners of the Notes, some of which may be subject to special rules. The following description does not discuss the treatment of the Notes that are held in connection with a permanent establishment or fixed base through which a non Italian resident beneficial owner carries on business or performs professional services in Italy.

This description is based upon tax laws and practice of Italy in effect on the date of this Prospectus which are however subject to a potential retroactive change. Prospective noteholders should consult their tax advisers as to the consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Prospective noteholders should in any event seek their own professional advice regarding the Italian or other jurisdictions' tax consequences of the subscription, purchase, ownership and disposition of the Notes, including the effect of Italian or other jurisdictions' tax rules on residence of individuals and entities.

TAX TREATMENT OF THE SERIES A2 NOTES

1. Income Tax

Under the current legislation, pursuant to the combined provision of Article 6, paragraph 1, of Law 130, Articles 1 and 2 of Legislative Decree No. 239 of 1 April 1996, as amended and restated ("**Law 239**") and Law Decree No. 66 of 24 April 2014 converted into Law No. 89 of 23 June 2014 ("**Decree 66/2014**"), payments of interest and other proceeds in respect of the Series A2 Notes:

(i) will be subject to *imposta sostitutiva* at the rate of 26 per cent. in the Republic of Italy levied as final tax if made to beneficial owners who are: (i) individuals resident in the Republic of Italy for tax purposes; (ii) Italian resident non-commercial partnerships; (iii) Italian resident public and private entities, other than companies, not carrying out commercial activities as their exclusive or principal purpose (including the Italian State and public entities); and (iv) Italian resident entities exempt from corporate income tax.

Payments of interest and other proceeds in respect of the Series A2 Notes will not be included in the general taxable base of the above mentioned individuals, partnerships and entities.

The imposta sostitutiva will be levied by the Italian resident qualified financial intermediaries that will intervene, in any way, in the collection of interest and other proceeds on the Series A2 Notes or in the transfer of the Series A2 Notes;

(ii) will be subject to *imposta sostitutiva* at the rate of 26 per cent. in the Republic of Italy levied as provisional tax if made to beneficial owners who are: (i) individuals resident in the Republic of Italy for tax purposes; (ii) Italian resident non-commercial partnerships; and (iii) Italian resident public and private entities, other than companies; any of them engaged in an entrepreneurial activity – to the extent permitted by law – to which the Series A2 Notes are connected;

(iii) will not be subject to the *imposta sostitutiva* if made to beneficial owners who are: (i) Italian resident corporations, commercial partnerships or permanent establishments in Italy of non

resident corporations to which the Series A2 Notes are effectively connected; (ii) Italian resident collective investment funds, SICAVs, Italian resident pension funds referred to in Legislative Decree No. 124 of 21 April 1993, as further superseded by Legislative Decree 5 December 2005, No. 252 and Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of February 24, 1998 and Article 14-*bis* of law No. 86 of January 25, 1994; (iii) Italian resident individuals who have entrusted the management of their financial assets, including the Series A2 Notes, to an Italian authorised financial intermediary and have opted for the so-called "*risparmio gestito regime*" according to Article 7 of Legislative Decree No. 461 of 21 November 1997 - the "Asset Management Option" and (iv), non Italian resident with no permanent establishment in Italy to which Series A2 Notes are effectively connected, provided that:

(a) they are (i) resident of a country which allows an adequate exchange of information with Italy, which are those countries listed in the Ministerial Decree of 4 September 1996 (pursuant to Article 1-*bis* of such Ministerial Decree, the Ministry of Economy and Finance holds the right to test the actual compliance of each country included in the list with exchange of information obligation and, in case of reiterated violations, to remove from the list the uncooperative countries), 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, (ii) supranational entities set up in accordance with an international treaty executed by Italy, or (iii) central banks of foreign countries, or other entities also managing the official reserves of such countries; and

(b) the Series A2 Notes are deposited directly or indirectly: (i) with a bank or an Italian securities dealing firm ("**SIM**") resident in Italy; (ii) with the Italian permanent establishment of a non-resident bank or brokerage company which is electronically connected with the Italian Ministry of Economy and Finance; or (iii) with a non-resident entity or company which has an account with a centralised clearance and settlement system which has a direct relationship with the Italian Ministry of Economy and Finance; and

(c) as for recipients characterizing under category (a)(i) above, the banks or brokers mentioned in (b) above receive a self-declaration from the beneficial owner of the interest which states that the beneficial owner is a resident of that country. The self-declaration must be in conformity with the model approved by the Ministry of Economy and Finance (approved with Decree of the Ministry of Economy and Finance 12 December 2001, published on the Ordinary Supplement No. 287 to the Official Journal No. 301 of 29 December 2001) and its further amendments and is valid until revoked by the investor. A self statement does not have to be filed if an equivalent self-declaration (including Form 116/IMP) has already been submitted to the same intermediary for the same or different purposes; in the case of institutional investors not subject to tax, the institutional investor shall be regarded as the beneficial owner and the relevant self-declaration shall be produced by the management company; and

(d) the banks or brokers mentioned in (b) and (c) above receive all necessary information to identify the non-resident beneficial owner of the deposited Series A2 Notes and all necessary information in order to determine the amount of interest that such beneficial owner is entitled to receive.

Non-resident holders are subject to the 26 per cent. tax (*imposta sostitutiva*) on interest and other proceeds on the Series A2 Notes if any or all of the above conditions (a), (b), (c) and (d) are not satisfied. In this case, *imposta sostitutiva* may be reduced under double taxation treaties, where applicable.

Italian resident individuals holding Series A2 Notes not in connection with an entrepreneurial activity who have opted for the Asset Management Option are subject to an annual substitute tax levied at the rate of 26 per cent. (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 and other proceeds accrued on the Series A2 Notes). The Asset Management Tax is applied on behalf of the taxpayer by the managing authorised intermediary.

Interest and other proceeds accrued on the Series A2 Notes held by Italian resident corporations, commercial partnerships, individual entrepreneurs as well as Italian resident public and private entities, other than companies, holding Series A2 Notes in connection with entrepreneurial activities or permanent establishments in Italy of non-resident corporations to which the Series A2 Notes are effectively connected, are included in the taxable base for the purposes of: (i) corporate income tax (*imposta sul reddito delle società*, "**IRES**"); or (ii) individual income tax (*imposta sul reddito delle persone fisiche*, "**IRPEF**") plus local surtaxes, if applicable; under certain circumstances, such interest is included in the taxable basis of the regional tax on productive activities (*imposta regionale sulle attività produttive*, "**IRAP**").

Where the holder of the Series A2 Notes is an Italian resident investment fund subject to the tax regime provided by Law No. 77 of 23 March 1983 ("**Fund**"), interest payments relating to the Series A2 Notes are not subject to *imposta sostitutiva* but must be included in the management results of the Fund accrued at the end of each 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.

Italian resident pension funds are subject to a 20 per cent annual substitute tax (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year.

Any positive difference between the nominal redeemable amount of the Series A2 Notes and their issue price is deemed to be interest for capital income (*redditi di capitale*) tax purposes. In general terms, income from capital is treated as a separate classification of tax liability only for tax-payers who are not engaged in entrepreneurial activities.

2. Capital Gains

Any capital gain realised upon the sale for consideration or redemption of Series A2 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 Series A2 Notes (and, in certain cases, depending on the status of the holders of the Series A2 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 Series A2 Notes who are:

(a) Italian resident corporations;

(b) Italian resident commercial partnerships;

(c) permanent establishments in Italy of foreign corporations to which the Series A2 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 Series A2 Notes not in connection with an entrepreneurial activity and by certain other persons upon the sale for consideration or redemption of the Series A2 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 Series A2 Notes not in connection with an entrepreneurial activity pursuant to all disposals on Series A2 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 Series A2 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 Series A2 Notes (the "***Risparmio Amministrato***" regime). Such separate taxation of capital gains is permitted subject to: (i) the Series A2 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 Series A2 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 Series A2 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 Series A2 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 Series A2 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 Series A2 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 Series A2 Notes by non Italian resident persons or entities without a permanent establishment in Italy to which the Series A2 Notes are effectively connected, if the Series A2 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 Series A2 Notes are effectively connected, through the sale for consideration or redemption of Series A2 Notes are exempt from taxation in Italy to the extent that the Series A2 Notes are listed on a regulated market in Italy or abroad and in certain cases subject to filing of required documentation, even if the Series A2 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 Series A2 Notes are not listed on a regulated market in Italy or abroad:

(1) non Italian resident beneficial owners of the Series A2 Notes with no permanent establishment in Italy to which the Series A2 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 Series A2 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 the Ministerial Decree of 4 September 1996 (pursuant to Article 1-*bis* of such Ministerial Decree, the Ministry of Economy and Finance holds the right to test the actual compliance of each country included in the list with exchange of information obligation and, in case of reiterated violations, to remove from the list the uncooperative countries), 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 Series A2 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 Series A2 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 Series A2 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 Series A2 Notes; in this case, if non Italian residents without a permanent establishment in Italy to which the Series A2 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.

3. 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 Notes as shares-like securities or in any case securities not having the legal nature of a bond.

4. Inheritance and Gift Taxes

Italian inheritance and gift taxes were first abolished by Law No. 383 of 18 October, 2001 in respect of gifts made or succession proceedings started after 25 October, 2001 and then reintroduced by Law Decree No. 262 of 3 October 2006, converted with amendments into Law No. 286 of 24 November 2006, entered into force on 29 November 2006 and further modified by Law No. 296 of 27 December 2006, effective as of 1 January 2007.

Further to the above amendments to the legislation in force, the transfer by inheritance of the Notes is currently subject to inheritance tax at the following rates:

(i) when the beneficiary is the spouse or a relative in direct lineage, the value of the Notes transferred to each beneficiary exceeding Euro 1,000,000 is subject to a 4 per cent. rate;

(ii) when the beneficiary is a brother or sister, the value of the Notes exceeding Euro 100,000 for each beneficiary is subject to a 6 per cent. rate;

(iii) when the beneficiary is a relative within the fourth degree or is a relative-in-law in direct and collateral lineage within the third degree, the value of the Notes transferred to each beneficiary is subject to a 6 per cent. rate;

(iv) in any other case, the value of the Notes transferred to each beneficiary is subject to an 8 per cent. rate.

The transfer of the Notes by donation is subject to gift tax at the same rates as in case of inheritance.

5. 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 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. Luxembourg and Austria may however elect to introduce automatic exchange of information during the transitional period, in which case they will no longer apply the withholding tax. Based on the available information, Luxembourg announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Savings Directive. On March 24, 2014, the European Council adopted a revised version of the Savings Directive.

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.

The Savings Directive was implemented in Italy by Legislative Decree No. 84 of 18 April 2005 ("**Decree No. 84**"). Pursuant to said decree Italian paying agents (e.g., banks, SIMs, SGRs., financial companies and fiduciary companies resident in Italy for tax purposes, permanent establishments in Italy of non-resident persons as well as any other person resident in Italy for tax purposes paying interest for professional or commercial reasons) are required to report to the Italian tax authorities details of interest payments made from 1 July 2005 to individuals which qualify as beneficial owners thereof and are resident for tax purposes in another EU Member State. Such information must be transmitted by the Italian tax authorities to the competent authorities of the State of residence of the beneficial owner of the interest payment by 30th June of the fiscal year following the fiscal year in which said interest payment is made. Law No. 122 of 7 July 2016 implemented in Italy the Cooperation Directive and abolished the Decree No. 84 (subject to on-going requirements to fulfil some reporting communications and administrative obligations for the whole of 2016).

Prospective investors resident in a Member State of the European Union should consult their own legal or tax advisers regarding the consequences of the Savings Directive and the Cooperation Directive in their particular circumstances.

6. Tax Monitoring

Pursuant to Law Decree No. 167 of 28 June, 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals resident in Italy who, during the fiscal year, hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). This obligation is also provided for those individuals who are not direct holders ("*possessori diretti*") of foreign investments or foreign financial activities but who are the beneficial owners ("*titolari effettivi*") of such investments or financial activities.

7. Stamp Duty

Article 13, paragraph 2-*ter*, of the First Part of the Tariff attached to Presidential Decree No. 642 of 26 October 1972 ("Stamp Duty Law"), as amended by Law Decree No. 201 of 6 December 2011, converted into Law No. 214 of 22 December 2011, and by Law No. 147 of 27 December 2013 introduced a stamp duty on the value of the financial products and/or financial instruments included in the statement sent to the clients as of 1 January 2012 ("Statement Duty"). The statement is deemed to be sent to the clients once a year, irrespective of any legal or contractual obligation to do so. The Statement Duty is levied at the rate of 0.2 per cent. (but in any case not exceeding € 14,000.00. This cap is not applied to individuals). According to a literal interpretation of the amended Article 13, the Statement Duty seems to be applicable to the value of the Notes included in any statement sent to the clients, as the Notes are to be characterized for tax purposes as "financial instruments". The relevant taxable basis shall be determined as of the sending of each periodic statement and, therefore, shall be liquidated taking into account the period of the relevant statement.

The stamp duty must be levied on:

(i) whoever executes or takes advantage (in Italian known as the "caso d'uso") of the document included in the Tariff, as the main obligors (*obbligati in via principale*);

(ii) whoever signs, receives, accepts or negotiates the document included in the Tariff, if the stamp duty has not already been properly paid, as the joint obligors (*obbligati in via solidale*).

The Italian Ministerial Decree dated May 24, 2012 stated that the Stamp Duty has to be applied by the financial intermediary which has the relationship with the clients and qualified it as an "*ente gestore*" (managing entity). Such "*ente gestore*", according to the law, is the financial intermediary that has direct or indirect contact with the clients for the purposes of periodical reports relating to the relationship in place and the statement made in any form.

The Issuer seems not to fall within the list of the obligors, as set forth in the Stamp Duty Law, neither in the definition of "*ente gestore*". However, the lack of an interpretation by the Italian tax authority with respect to securitisation transactions and the broad scope of the Statement Duty could lead the Italian tax authority to a different interpretation and may induce the authority to include the Issuer among the obligors.

SUBSCRIPTION AND SALE

The Series A2 Notes will be purchased and subscribed by Banco Popolare (the "**Initial Series A2 Notes Subscriber**" or the "**Initial Series 2 Notes Subscriber**"). The Initial Series A2 Notes Subscriber has, pursuant to a subscription agreement executed on the Subsequent Issue Date between the Issuer, the Initial Series A2 Notes Subscriber and the Representative of the Noteholders (the "**Subsequent Subscription Agreement**"), agreed to subscribe and pay for, or procure the subscription and payment for, each class of Series A2 Notes at the issue price of 100 per cent. of the aggregate principal amount of Series A2 Notes.

The Series A2 Notes Subscription Agreement is subject to a number of conditions and may be terminated in certain circumstances prior to payment to the Issuer for the Series A2 Notes.

UNITED STATES OF AMERICA

The Series 2 Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States, or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.
In addition, until 40 days after the commencement of this offering, an offer or sale of the Series 2 Notes within the United States by a dealer (whether or not participating in this offering) may violate the registration requirements of the Securities Act.

REPUBLIC OF ITALY

Each of the Issuer and the Initial Series 2 Notes Subscriber has represented and agreed that no action has or will be taken by it, its affiliates or any other person acting on its behalf which would allow an offering (or an "*offerta al pubblico di prodotti finanziari*") of the Series 2 Notes to the public in the Republic of Italy unless in compliance with the relevant Italian securities, tax and other applicable laws and regulations. Individual sales of the Series 2 Notes to any Persons in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable laws and regulations.

Each of the Issuer and the Notes Subscriber has represented and agreed that no application has been made by it to obtain an authorisation from CONSOB for the public offering of the Series 2 Notes in the Republic of Italy.

Accordingly, each of the Issuer and the Initial Series 2 Notes Subscriber has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy the Series 2 Notes, the Subsequent Prospectus nor any other offering material relating to the Series 2 Notes other than to qualified investors ("*investitori qualificati*"), as defined on the basis of the Directive 2003/71/EC (Directive of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading), as amended by 2010 PD Amending Directive (as defined below) pursuant to article 100, paragraph 1, letter (a), of Italian legislative decree No. 58 of 24 February 1998 (the "**Consolidated Financial Act**") or in other circumstances where an express exemption from compliance with the restrictions to the offerings to the public applies, as provided under the Consolidated Financial Act or by article 34-*ter* of CONSOB regulation No. 11971/1999, and in accordance with applicable Italian laws and regulations.

Each of the Issuer and the Initial Series 2 Notes Subscriber has acknowledged and agreed that any offer, sale or delivery of the Series 2 Notes in the Republic of Italy shall be made only by banks, investment firms or financial companies permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993, as amended, the Consolidated Financial Act, CONSOB

Regulation No. 16190 of 29 October 2007 and any other applicable laws and regulations and in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Each of the Issuer and the Initial Series 2 Notes Subscriber has acknowledged in connection with the subsequent distribution of the Series 2 Notes in the Republic of Italy, that article 100-*bis* of the Consolidated Financial Act also requires compliance on the secondary market with the public offering rules and disclosure requirements set forth under the Consolidated Financial Act and relevant CONSOB implementing regulations, unless the above subsequent distribution is exempted from those rules and requirements according to the Consolidated Financial Act and relevant CONSOB implementing regulations.

FRANCE

Each of the Issuer and the Initial Series 2 Notes Subscriber has represented and agreed that the Subsequent Prospectus has not been prepared in the context of a public offering in France within the meaning of article L.411-1 of the *Code monétaire et financier* and Title I of Book II of the *Règlement Général of the Autorité des marchés financiers* (the "**AMF**") and therefore has not been approved by, or registered or filed with the AMF. Consequently, neither the Subsequent Prospectus nor any other offering material relating to the Series 2 Notes has been and will be released, issued or distributed or caused to be released, issued or distributed to the public in France or used in connection with any offer for subscription or sale of notes to the public in France.

Each of the Issuer and the Initial Series 2 Notes Subscriber has represented and agreed in connection with the initial distribution of the Series 2 Notes by it that:

(a) there has been and there will be no offer or sale, directly or indirectly, of the Series 2 Notes to the public in the Republic of France (*an appel public à l'épargne* as defined in article L. 411-1 of the French *Code monétaire et financier*);

(b) offers and sales of Series 2 Notes in the Republic of France will be made in compliance with applicable laws and regulations and only to (i) qualified investors (*investisseurs qualifiés*) as defined in articles L. 411-2 and D. 411-1 of the French Code monétaire et financier; or (ii) a restricted circle of investors (*cercle restreint d'investisseurs*) as defined in article L. 411-2 acting for their own account; or (iii) providers of investment services relating to portfolio management for the account of third parties as mentioned in article L. 411-2 of the *Code monétaire et financier* (together the "**Investors**").

Offers and sales of the Series 2 Notes in the Republic of France will be made on the condition that (i) the Subsequent Prospectus shall not be circulated or reproduced (in whole or in part) by the Investors and (ii) the Investors undertake not to transfer the Series 2 Notes, directly or indirectly, to the public in France, other than in compliance with applicable laws and regulations pertaining to a public offering (and in particular articles L.411-1, L.411-2, L.412-1 and L.621-8 of the *Code monétaire et financier*).

UNITED KINGDOM

It is represented under the Series 2 Notes Subscription Agreement that:

(i) financial promotion: any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of such Series 2 Notes has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(ii) general compliance: there has been and there will be compliance with all applicable provisions of the FSMA with respect to anything done by it in relation to such Series 2 Notes in, from or otherwise involving the United Kingdom.

GENERAL RESTRICTIONS

The Issuer and the Noteholders (including the Originator as initial holders of the Series 2 Notes) shall comply with all applicable laws and regulations in each jurisdiction in or which it may offer or sell the Series 2 Notes. Furthermore, there will not be, directly or indirectly, an offer, sale or delivery of any Series 2 Notes or distribution or publication of any prospectus, form of application, offering circular (including the Subsequent Prospectus), advertisement or other offering material in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Unless otherwise herein provided, no action will be taken to obtain permission for public offering of the Series 2 Notes in any country where action would be required for such purpose.

EEA STANDARD SELLING RESTRICTION

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), each of the Issuer and the Initial Series 2 Notes Subscriber represents and agrees that there has not been and there will not be an offer of the Series 2 Notes to the public in that Relevant Member State other than on the basis of an approved prospectus in conformity with the Prospectus Directive or:

1. to any legal entity which is a qualified investor as defined in the Prospectus Directive;

2. to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010 (the "**2010 PD Amending Directive**"), 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or

3. in any other circumstances falling within Article 3(2) of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of the Series 2 Notes to the public" in relation to any Series 2 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 Series 2 Notes to be offered so as to enable an investor to decide to purchase or subscribe the Series 2 Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Under the Series 2 Notes Subscription Agreement, the Originator has undertaken that any purchase, sale, offer and delivery of all or part of the Series 2 Notes shall be made in compliance with articles 405 to 409 of the Capital Requirements Regulation.

GENERAL INFORMATION

Authorisation

The issue of the Series 2 Notes has been authorised by resolutions of the quotaholder's meetings of the Issuer passed on 27 September 2016.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Series 2 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 Series 1 Notes and the Series 2 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 plc for the Series A2 Notes to be admitted to the Official List and trading on its regulated market. Approval by the Central Bank relates only to the Series A2 Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc 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. No application has been made to list the Junior Notes on any stock exchange.

Clearing systems

The Series A2 Notes have been accepted for clearance through Monte Titoli by Euroclear and Clearstream, Luxembourg. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The ISINs and the Common Codes for the Series A2 Notes are as follows:

	Series A2 Notes
Common Code:	150910749
ISIN:	IT0005218414

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 31 December 2015.

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 Initial Series 2 Notes Subscriber, *inter alia*, acquiring the Series A2 Notes and/or financing to or for third parties. Consequently, conflicts of interest may exist or may arise as a result of the Initial Series 2 Notes Subscriber 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.

Reconta Ernst & Young S.p.A. whose registered office is in Rome, via Po 32, are currently the auditors of the Issuer and are registered in the Special Register (Albo Speciale) for auditing companies (società di revisione) provided for by article 161 of legislative decree No. 58 of 24 February 1998 (repealed by article 43 of Italian legislative decree No. 39 of 27 January 2010 but still in force, pursuant to the latter decree, until the entry into force of the implementing regulations to be issued by the Ministry of Economy and Finance pursuant to such decree) and in the register of accountancy auditors (Registro dei Revisori Contabili), in compliance with the provisions of Legislative Decree No. 88 of 27 January 1992 ("**Decree No. 88**"). Reconta Ernst & Young S.p.A. is also a member of ASSIREVI – Associazione Nazionale Revisori Contabili.

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.

Documents

As long as the Series A2 Notes are listed on the Irish Stock Exchange plc, copies of the following documents (and, with regard to the documents listed under (a) and (b) below, the English translations thereof) will, when published, be available in physical form for inspection free of charge during usual office hours on any Business Day (excluding public holidays) at the registered office of the Issuer and the Specified Offices of, respectively, the Representative of the Noteholders and the Principal Paying Agent (as set forth in Condition 17 (*Notices*)) for the life of this Prospectus:

(a) the by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer;

(b) the annual audited (to the extent required) financial statements of the Issuer for the last two financial years ended on 31 December 2014 and 31 December 2015, respectively. The Issuer does not publish statutory interim account;

(c) the Investor Reports;

(d) the Servicer Report setting forth the performance of the Claims and Collections made in respect of the Portfolio prepared by the Servicer; and

(e) copies of the following documents:

(i) the Subscription Agreements;

(ii) the Agency and Accounts Agreement;

(iii) the Mandate Agreement;

(iv) the Intercreditor Agreement;

(v) the English Deed of Charge and Assignment;

(vi) the Italian Deed of Pledge;

(vii) the Corporate Services Agreement;

(viii) the Subordinated Loan Agreement;

(ix) the Administrative Services Agreement;

(x) the Quotaholder's Commitment;

(xi) the Letter of Undertaking;

(xii) the Transfer Agreements;

(xiii) the Servicing Agreement;

(xiv) the Warranty and Indemnity Agreements; and

(xv) this Prospectus and the prospectus of the Series 1 Notes.

Any references to websites and website addresses (and the contents thereof) do not form part of this Prospectus.

Notes freely transferable

The Series A2 Notes shall be freely transferable.

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 € 7,000.00) amount to approximately € 75,000.00, excluding all fees payable to the Servicer under the Servicing Agreement, plus any VAT if applicable.

ISSUER

BPL Mortgages S.r.l.
via Alfieri, 1
I-31015 Conegliano (Treviso)
Italy

ORIGINATOR, SERVICER, TRANSACTION BANK AND INTERIM ACCOUNT BANK

Banca Popolare – Società Cooperativa
Piazza Nogara, 2
I-37121 Verona
Italy

REPRESENTATIVE OF THE NOTEHOLDERS

BNP Paribas Securities Services, Milan Branch
Via Ansperto, 5, 20123 Milan
France

PRINCIPAL PAYING AGENT, COMPUTATION AGENT AND AGENT BANK

BNP Paribas Securities Services, Milan Branch
Via Ansperto, 5, 20123 Milan
Italy

QUOTAHOLDER

SVM Securitisation Vehicles Management S.r.l.
via Alfieri, 1, 31015 Conegliano (Treviso)
Italy

CORPORATE SERVICER AND BACK-UP SERVICER FACILITATOR

Securitisation Services S.p.A.
via Alfieri, 1, 31015 Conegliano (Treviso),
Italy

INTERIM ACCOUNT BANK

Banca Popolare – Società Cooperativa
Piazza Nogara, 2
I-37121 Verona
Italy

ADDITIONAL TRANSACTION BANK

BNP Paribas Securities Services, London branch
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