ALBA 13 SPV S.R.L.

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

Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (ISIN code IT0005548919)

Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (ISIN code IT0005548927)

Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (ISIN code IT0005548935)

Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (ISIN code IT0005548943)

This prospectus (the "**Prospectus**") contains information relating to the issue by Alba 13 SPV S.r.l. (the "**Issuer**") of the Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A1 Notes**"), the Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A2 Notes**", and together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**"), the Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (the "**Class B Notes**" or the "**Mezzanine Notes**" and the Mezzanine Notes, together with the Senior Notes, the "**Rated Notes**") and the Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (the "**Class J Notes**" or the "**Junior Notes**" and, together with the Rated Notes, the "**Notes**").

The Notes will be issued and regulated pursuant to the terms provided in the terms and conditions of the Notes set out in this Prospectus under the section headed "*The Terms and Conditions of the Notes*" (the "**Terms and Conditions**").

The Issuer is a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittorio Alfieri No. 1, 31015 Conegliano (TV), Italy, Fiscal Code and registration with the Companies Register of Treviso-Belluno No. 05341060266, registered under No. 35945.5 in the register of the *società veicolo* held by Bank of Italy pursuant to Article 4 of the Bank of Italy's Regulation dated 7 June 2017 (*Disposizioni in materia di obblighi informativi e statistici delle società veicolo coinvolte in operazioni di cartolarizzazione*), and having as its sole corporate object the realisation of securitisation transactions pursuant to Article 3 of the Italian law No. 130 of 30 April 1999, as amended and supplemented from time to time (the "**Securitisation Law**").

The net proceeds of the issuance of the Notes will be applied by the Issuer on the Issue Date to: **(i)** early redeem the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 (the "**Class A Notes Warehouse**" or the "**Senior Notes Warehouse**") and the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 (the "**Class J Notes Warehouse**" or the "**Junior Notes Warehouse**" and, together with the Senior Notes Warehouse, the "**Notes Warehouse**") issued by the Issuer on 22 September 2022 (the "**Issue Date Warehouse**") in the context of the so-called "warehouse phase" of the Securitisation (the "**Warehouse Phase**") and **(ii)** establish the Debt Service Reserve Amount and the Retention Amount.

The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes will be collections received in respect of monetary claims and other connected rights (the "**Receivables**") arising out of financial lease contracts (the "**Lease Contracts**") entered into between Alba Leasing S.p.A. (the "**Originator**" or "**Alba Leasing**"), as lessor, and certain lessees (the "**Lessees**").

In the context of the Securitisation, the Originator has:

1) transferred - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Articles 1 and 4 of the Securitisation Law and Article 58 of the Consolidated Banking Act - to the Issuer **(i)** an initial portfolio of Receivables purchased on 5 September 2022 and complying with the Common Criteria and the Initial Portfolio Specific Criteria (the "**Initial Portfolio**"), **(ii)** a first subsequent portfolio of Receivables purchased on 5 December 2022 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**First Subsequent Portfolio**") and **(iii)** a second subsequent portfolio of Receivables purchased on 6 March 2023 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**Second Subsequent Portfolio**", and together with the First Subsequent Portfolio, the "**Subsequent Portfolios**"), in each case, pursuant to the terms of a master transfer agreement entered into on 5 September 2022 (the "**Master Transfer Agreement**") and the relevant deeds of transfer entered into from time to time between the Issuer and the Originator in compliance with the terms of the Master Transfer Agreement (the “**Deeds of Transfer**”); and

2) repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in a repurchase agreement entered into on 25 May 2023 (respectively, the “**Repurchased Receivables**” and the “**Repurchase Agreement**”),

(the Initial Portfolio, plus the First Subsequent Portfolio, plus the Second Subsequent Portfolio but less the Repurchased Receivables, the “**Aggregate Portfolio**”).

Before the Final Maturity Date, the Notes will be subject to mandatory redemption in whole or in part on each Payment Date under Condition 8.2 (*Mandatory Redemption*) subject to there being sufficient Issuer Available Funds, in accordance with the applicable Priority of Payments. Payment Dates will be the 27th day of each of March, June, September and December of each year or, if such day is not a Business Day, the immediately following Business Day. The first payment of interest in respect of the Notes will be due on the Payment Date falling on 27 September 2023. Unless previously redeemed in accordance with the Terms and Conditions, the Notes will be redeemed on the Final Maturity Date. Before the Final Maturity Date, the Notes of each Class may be redeemed at the option of the Issuer at their Principal Amount Outstanding together with accrued interest to the date fixed for redemption under Conditions 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

If the Notes cannot be redeemed in full on the Payment Date falling in December 2042 (the “**Final Maturity Date**”) following the application in full of all funds available for such purpose, as a result of the Issuer having insufficient funds available to it in accordance with the Conditions for application in or towards such redemption, the Issuer will have no other funds available to it to be paid to the Noteholders, because the Issuer has no assets other than those described in this Prospectus.

If any amounts remain outstanding in respect of the Notes upon expiry of the Final Maturity Date, such amounts (and the obligations to make payments in their respect) will be deemed to be released by the Noteholders and the Notes will be cancelled on the Cancellation Date. The amount and timing of repayment of principal under the Receivables will affect also the yield to maturity of the Notes which cannot be predicted.

This Prospectus is issued pursuant to Article 2, paragraph 3 of the Securitisation Law and constitutes a *prospetto informativo* for all the Notes in accordance with the Securitisation Law. This Prospectus is a prospectus with regard to Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended and supplemented from time to time, the “**Prospectus Regulation**”), and relevant implementing measures in Ireland.

This Prospectus has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Regulation. Application has been made to the Euronext Dublin (the “**Euronext Dublin**”) for the Class A Notes and the Class B Notes to be admitted to the Official List and trading on its regulated market. Such approval relates only to the Class A Notes and the Class B Notes, which are to be admitted to trading on the regulated market of the Euronext Dublin or other regulated markets for the purposes of Directive 2014/65/EU, as amended and supplemented from time to time, or which are to be offered to the public in any Member State of the European Economic Area. Such approval should not be considered as an endorsement of (i) the issuer that is the subject of this Prospectus, or (ii) the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

This Prospectus is valid for 12 months from its date. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid. The Securitisation described in this Prospectus meets the requirements for qualifying as an STS securitisation within the meaning of Article 18 of the Regulation (EU) No. 2402/2017 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) 1060/2009 and (EU) 648/2012 (the “**Securitisation Regulation**”). Consequently, as at the date hereof, the Securitisation meets the requirements of Articles 19 to 22 of the Securitisation Regulation (the “**STS Requirements**”).

Compliance with the STS Requirements is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under Markets in Financial Instruments Directive (2014/65/EU) and it is not a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC).

None of the Issuer, the Joint Arrangers, the Reporting Entity, the Originator, the Servicer, the Corporate Servicer, or any of the other transaction parties makes any representation or accepts any liability for the Securitisation to qualify as an STS securitisation under the Securitisation Regulation at any point in time.

The Originator will notify on or about the Issue Date the European Securities and Markets Authority ("**ESMA**") that the Securitisation meets the STS Requirements in accordance with Article 27 of the Securitisation Regulation (the "**STS Notification**").

Alba Leasing S.p.A., as Originator, has used the services of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a third party verifying STS compliance authorised pursuant to Article 28 of the Securitisation Regulation, to verify whether the Securitisation complies with Articles 19 to 22 of the Securitisation Regulation (the "**STS Verification**").

Capitalised words and expressions in this Prospectus shall, except otherwise specified or so far as the context otherwise requires, have the meanings set out herein and in the section entitled "*Glossary*" below.

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

JOINT ARRANGERS

Intesa Sanpaolo S.p.A. - Divisione IMI Corporate & Investment Banking

Société Générale

Banca Akros S.p.A.

Dated 22 June 2023

The Initial Purchase Price of the Initial Portfolio has been funded through the net proceeds of the initial instalments paid on the Issue Date Warehouse in respect of the Notes Warehouse. The Initial Purchase Price of each Subsequent Portfolio has been funded through the net proceeds of the further instalments paid during the Ramp-Up Period in respect of the Notes Warehouse.

By virtue of the operation of Article 3 of the Securitisation Law and the Transaction Documents, the Issuer's right, title and interest in and to the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections will be segregated from all other assets of the Issuer (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving therefrom (to the extent identifiable) will be exclusively available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and to any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation in priority to the Issuer's obligations to any other creditors.

Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments in respect of the Interest Period ending on such Payment Date. Interest in respect of any Interest Period or any other period will be calculated on the basis of the actual number of days elapsed and a 360 day year. The rate of interest applicable from time to time in respect of the Notes for each Interest Period shall be:

(i) in respect of the Class A1 Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 0.75 per cent. *per annum*;

(ii) in respect of the Class A2 Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 0.85 per cent. *per annum*;

(iii) in respect of the Class B Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 1.30 per cent. *per annum*; and

(iv) in respect of the Class J Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 2.00 per cent. *per annum*,

(the margin set out, with reference to the Class A1 Notes, under paragraph (i) above, the Class A2 Notes, under paragraph (ii) above, the Class B Notes, under paragraph (iii) above and the Class J Notes, under paragraph (iv) above, the "**Relevant Margin**").

In the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the Relevant Margin results in a negative rate, the applicable Rate of Interest shall be deemed to be zero.

On issue, (i) the Class A1 Notes are expected to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope, (ii) the Class A2 Notes are expected to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope, (iii) the Class B Notes are expected to be rated "Ba1(sf)" by Moody's, "A(high)(sf)" by DBRS and "BBB+(sf)" by Scope. As of the date of this Prospectus, Moody's, DBRS, S&P, Fitch and Scope are established in the European Union and were 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 by Regulation (EU) No. 462/2013 of the European Parliament and of the Council of 21 May 2013 (as amended and supplemented from time to time, the "**CRA Regulation**") and are 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). 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 (1) the rating is provided by a credit rating agency not established in the European Union but endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation; or (2) the rating is provided by a credit rating agency not established in the European Union which is certified under the CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under Regulation (EC) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (the "**UK CRA Regulation**") unless (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation; or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

No rating will be assigned to the Junior Notes.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the assigning rating organisation.

The Class A Notes have been structured in a manner so as to allow Eurosystem eligibility. However, this does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life.

All payments in respect of the Notes will be made without any present or future Tax Deduction (as defined below) other than a Decree 239 Deduction (as defined below), a FATCA Withholding (as defined below) or any other Tax Deduction required to be made pursuant to any Applicable Law (as defined below). The Issuer shall not be obliged to pay any additional amount to any Noteholder as a consequence of any Tax Deduction required to be made pursuant to any Applicable Law, including Decree 239 Deduction and FATCA Withholding.

The Notes will be direct, secured and limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity.

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 S.p.A. ("**Monte Titoli**") for the account of the relevant Monte Titoli Account Holders (as defined below). The expression "**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes any depository banks appointed by Clearstream Banking S. A. ("**Clearstream**") and Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**"). Monte Titoli shall act as depository for Clearstream and Euroclear. The Notes will at all times 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 with Resolution jointly issued by *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") and the Bank of Italy on 13 August 2018, as amended from time to time. No physical document of title will be issued in respect of the Notes. The Senior Notes and the Mezzanine Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 100,000 in excess thereof. The Junior Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 1,000 in excess thereof.

Under the Subscription Agreements and the Intercreditor Agreement, Alba Leasing, in its capacity as Originator, will **(i)** retain with effect from the Issue Date and maintain on an ongoing basis a material net economic interest in the Securitisation in accordance with option (3)(a) of Article 6 of the Securitisation Regulation and Article 6(1)(3)(a) of the UK Securitisation Regulation (as in effect as at the Issue Date), and such interest will comprise an interest in the Senior Notes, the Mezzanine Notes and the Junior Notes which is not less than 5 per cent. of the nominal value of each Class of Notes, or any permitted alternative method thereafter; **(ii)** be responsible to comply with the requirements from time to time applicable to originators set forth in Articles 7 and 9 of the Securitisation Regulation and, subject to the below, Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date); and **(iii)** provide (or cause to be provided) all information to the Noteholders that is required to enable the Noteholders to comply with Article 5 of the Securitisation Regulation and, subject to the below, Article 5 of the UK Securitisation Regulation (as in effect as at the Issue Date). It being understood that **(a)** the Originator (acting as Reporting Entity) shall not be required to comply with the transparency requirements set forth under Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date) in case such transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the UK Securitisation Regulation are different from or other than those transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the Securitisation Regulation and **(b)** in the event set forth in letter (a) above and/or in case the information made available to investors by the Originator (acting as Reporting Entity) in accordance with Article 7 of the Securitisation Regulation and the applicable Regulatory Technical Standards is no longer considered by the relevant UK regulators to be sufficient in assisting UK investors in complying with the UK due diligence requirements under Article 5 of the UK Securitisation Regulation, the Originator has agreed that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK investors in connection with the compliance by such UK investors with such UK due diligence requirements.

STS Verification

Application has been made to Prime Collateralised Securities (PCS) EU SAS ("**PCS**") to assess compliance of the Notes with the criteria set forth in the CRR regarding STS-securitisations (i.e. the CRR Assessment). In addition, an application has been made to PCS for the securitisation transaction described in this Prospectus to receive a report from PCS verifying compliance with the criteria stemming from Articles 20, 21 and 22 of the Securitisation Regulation (the "**STS Verification**").

The receipt of the STS Verification shall not, under any circumstances, affect the liability of the Originator in respect of their legal obligations under the Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in Article 5 (*Due-diligence requirements for institutional investors*) of the Securitisation Regulation.

The STS Verification and the CRR Assessment (the "**PCS Services**") are provided by PCS. No PCS Service is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under Markets in Financial Instruments Directive II (2014/65/EU), and none are a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC) or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended). PCS is not an "expert" as defined in the Securities Act.

PCS is not a law firm and nothing in any PCS Service constitutes legal advice in any jurisdiction. PCS is authorised by the *Autorité des Marchés Financiers*, pursuant to Article 28 (*Third party verifying STS compliance*) of the Securitisation Regulation, to act as a third party verifying STS compliance. This authorisation covers STS Verifications in the European Union. Other than as specifically set out above, none of the activities involved in providing the PCS Services are endorsed or regulated by any regulatory and/or supervisory authority nor is PCS regulated by any other regulator.

By providing any PCS Service in respect of any securities PCS does not express any views about the creditworthiness of these securities or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities or financings. Investors should conduct their own research regarding the nature of the CRR Assessment and STS Verification. It is expected that the PCS Services prepared by PCS will be available on the PCS website (https://pcsmarket.org/transactions/) together with detailed explanations of its scope at https://pcsmarket.org/disclaimer/ on and from the Issue Date. For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus and must read the information set out in https://pcsmarket.org. In the provision of any PCS Service, PCS has based its decision on information provided directly and indirectly also by the Originator. PCS does not undertake its own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the relevant instruments and the completion of any PCS Service is not a confirmation or implication that the information provided by or on behalf of the Originator as part of the relevant PCS Service is accurate or complete.

In completing an STS Verification, PCS based its analysis on the STS criteria appearing in Articles from 20 to 22 of the Securitisation Regulation together with, if relevant, the appropriate provisions of Article 43, (together, the "**STS criteria**"). Unless specifically mentioned in the STS Verification, PCS relies on the English version of the Securitisation Regulation. In addition, Article 19(2) of the Securitisation Regulation requires the European Banking Authorities, from time to time, to issue guidelines and recommendations interpreting the STS criteria.

The EBA has issued the EBA STS Guidelines Non-ABCP Securitisations. The task of interpreting individual STS criteria rests with national competent authorities ("**NCAs**"). Any NCA may publish or otherwise publicly disseminate from time to time interpretations of specific criteria ("**NCA Interpretations**"). The STS criteria, as drafted in the Securitisation Regulation, are subject to a potentially wide variety of interpretations. In compiling an STS Verification, PCS uses its discretion to interpret the STS criteria based on (a) the text of the Securitisation Regulation, (b) any relevant guidelines issued by EBA and (c) any relevant NCA Interpretation.

There can be no guarantees that any regulatory authority or any court of law interpreting the STS criteria will agree with the interpretation of PCS. There can be no guarantees that any future guidelines issued by EBA or NCA Interpretations may not differ in their approach from those used by PCS in interpreting any STS criterion prior to the issuance of such new guideline or interpretation. In particular, guidelines issued by EBA are not binding on any NCA. There can be no guarantees that any interpretation by any NCA will be the same as that set out in the EBA Guidelines and therefore used, prior to the publication of such NCA interpretation, by PCS in completing an STS Verification. Although PCS will use all reasonable endeavours to ascertain the position of any relevant NCA as to STS criteria interpretation, PCS cannot guarantee that it will have been made aware of any NCA interpretation in cases where such interpretation has not been officially published by the relevant NCA.

Accordingly, the provision of an STS Verification is only an opinion by PCS and not a statement of fact. It is not a guarantee or warranty that any national competent authority, court, investor or any other person will accept the STS status of the relevant securitisation.

The task of interpreting individual CRR criteria rests with prudential authorities (PRAs) supervising any European bank. The CRR criteria, as drafted in the CRR, are subject to a potentially wide variety of interpretations. In compiling a CRR Assessment, PCS uses its discretion to interpret the CRR criteria based on the text of the CRR, and any relevant and public interpretation by the European Banking Authority. Although PCS believes its interpretations reflect a reasonable approach, there can be no guarantees that any prudential authority or any court of law interpreting the CRR criteria will agree with the PCS interpretation.

Accordingly, when performing a CRR Assessment, PCS is not confirming or indicating that the securitisation the subject of such assessment will be allowed to have lower capital allocated to it under the CRR Regulation. PCS is merely addressing the specific CRR criteria and determining whether, in PCS' opinion, these criteria have been met.

Therefore, no bank should rely on a CRR Assessment in determining the status of any securitisation in relation to capital requirements or liquidity cover ratio pools and must make its own determination. All PCS Services speak only as of the date on which they are issued. PCS has no obligation to monitor (nor any intention to monitor) any securitisation the subject of any PCS Service. PCS has no obligation and does not undertake to update any PCS Service to account for (a) any change of law or regulatory interpretation or (b) any act or failure to act by any person relating to those STS criteria that speak to actions taking place following the close of any transaction such as - without limitation - the obligation to continue to provide certain mandated information.

The Issuer

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in the Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import.

The Originator, the Servicer and the Cash Manager

Alba Leasing accepts responsibility for the information included in this Prospectus in the sections headed "The Originator, the Servicer and the Cash Manager", "Credit and Collection Policies and Recovery Procedures", "The Aggregate Portfolio" and any other information contained in this Prospectus relating to itself, the Aggregate Portfolio and the STS Notification. To the best of the knowledge of Alba Leasing, such information contained in the Prospectus is in accordance with the facts and makes no omission likely to affect its import.

The Calculation Agent

Banca Finanziaria Internazionale S.p.A. accepts responsibility for the information included in this Prospectus in the section headed "The Calculation Agent". To the best of the knowledge of Banca Finanziaria Internazionale S.p.A., such information contained in the Prospectus is in accordance with the facts and makes no omission likely to affect its import.

The Account Bank and the Paying Agent

BNP PARIBAS, Italian Branch accepts responsibility for the information included in this Prospectus in the section headed "The Account Bank and the Paying Agent". To the best of the knowledge of BNP PARIBAS, Italian Branch, such information contained in the Prospectus is in accordance with the facts makes no omission likely to affect its import.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Arrangers, by the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter as to the accuracy or completeness of any information contained in this Prospectus (including, without limitation, any STS notification within the meaning of Article 27 of the Securitisation Regulation) or any other information supplied in connection with the Notes or their distribution or compliance of the securitisation transaction described in this Prospectus with the requirements of the Securitisation Regulation.

Neither the Issuer, the Joint Arrangers, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter nor any other party to any of the Transaction Documents, other than the Originator, has undertaken nor will undertake any investigations, searches or other actions to verify the details of the Receivables sold, or to be sold, by the Originator to the Issuer, nor has the Issuer nor 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 existence of the Receivables and the creditworthiness of any debtor in respect of the Receivables. In the Master Transfer Agreement, the Originator shall give certain representations and warranties in relation to itself and the Receivables and shall agree, subject to certain conditions, to indemnify the Issuer for the non-existence of the Receivables.

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, Alba Leasing (in any capacity), the Joint Arrangers, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter or any other party to the Securitisation. Neither the delivery of this Prospectus nor the offering, sale or delivery of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change, or any event reasonably likely to involve any change, in the condition (financial or otherwise) of the Issuer or Alba Leasing or the information and data contained herein since the date of this Prospectus or that the information and data contained herein are correct as at any time subsequent to the date of this Prospectus.

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

Neither the Issuer, the Originator, the Joint Arrangers, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter nor the Representative of Noteholders accepts responsibility to investors for the regulatory treatment of their investment in the Notes (including (but not limited to) whether any transaction or transactions pursuant to which the Notes are issued from time to time is or will be regarded as constituting a "securitisation" for the purposes of Articles 5 to 9 of the Securitisation Regulation and the domestic implementing regulations and the application of such Articles to any such transaction) in any jurisdiction or by any regulatory authority. If the regulatory treatment of an investment in the Notes is relevant to an investor's decision whether or not to invest, the investor should make its own determination as to such treatment and for this purpose seek professional advice and consult its regulator. Prospective investors are referred to the "Risk factors - Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes" section of this Prospectus for further information on Articles 5 to 9 of the Securitisation Regulation.

*The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any other state securities laws and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold within the United States to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act). The Notes may not be offered or sold directly or indirectly, and neither this document nor any other offering circular or any prospectus, form of application, advertisement, other offering material or 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, France and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. This document may not be used for any purpose other than that for which it is being published. For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus, see the section headed "Subscription and Sale".*

*The Issuer will be relying on an exclusion or exemption from the definition of "investment company" under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**") contained in Section 3(c)(5) 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 the purposes of the Volcker Rule under the Dodd-Frank Act.*

*The transaction is not intended to involve the retention by a sponsor for purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), but rather it is intended to rely on an exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non U.S. transactions. Except with the prior written consent of the Originator and where such sale falls within the exemption provided by Rule 20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any U.S. Person as defined in the U.S. Risk Retention Rules (Risk Retention U.S. Persons).*

The Notes may not be offered, sold or exchanged in the Republic of Italy (a) to/with persons or *entities who are not qualified investors (investitori qualificati) as referred to in the Consolidated Financial Act on the basis of the relevant criteria set out by the Prospectus Regulation or (b) in circumstances which are not expressly exempted from compliance with the rules relating to public offers of financial products (offerta al pubblico di prodotti finanziari) provided for by the Consolidated Financial Act and the relevant implementing regulations. No application has been or will be made and no other action has or will be taken by any person to obtain an authorisation from CONSOB for the public offering (offerta al pubblico) of the Notes in the Republic of Italy unless in compliance with the relevant Italian securities, tax and other applicable laws and regulation which would allow an offering of the Notes to the public in the Republic of Italy (offerta al pubblico) unless in compliance with the relevant Italian securities, tax and other applicable laws and regulations. Accordingly, the Notes may not be offered, sold or delivered, and neither this document nor any other offering material relating to the Notes may be distributed, or made available, to the public in the Republic of Italy other than in the circumstances and to the extent set forth in section entitled "Subscription and Sale". Individual sales of the Notes to any persons in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable laws and regulations.*

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

*In this Prospectus, references to "**€**", "**Euro**" and "**cents**" are to the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, inter alia, the Single European Act 1986, the Treaty of European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995, and lawful currency on the Republic of Italy since 1 January 2002.*

Words such as "intend(s)", "aim(s)", "expect(s)", "will", "may", "believe(s)", "should", "anticipate(s)" or similar expressions are intended to identify forward-looking statements and subjective assessments. 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. The reader is 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.

Neither this Prospectus nor any other information supplied in connection with the issue of the Notes should be considered as a recommendation or constituting an invitation or offer by the Issuer that any recipient of this Prospectus, or of any other information supplied in connection with the issue of the Notes, should purchase any of the Notes. Each investor contemplating purchasing any of the Notes must make its own independent investigation and appraisal of the financial condition and affairs of the Issuer.

Prohibition of sales to EEA Retail Investors

*The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person* *who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in lett. (e) of Article 2(1) of Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

Prohibition of sales to UK Retail Investors

*The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) no. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (the "**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (as amended or superseded, the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

MIFID II product governance / target market

*Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined under MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.*

UK MiFIR product governance / target market

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

Benchmark Regulation (Regulation (EU) 2016/1011)

*Amounts payable in relation to the Notes which bear a floating interest rate will be calculated by reference to EURIBOR. As at the date of this Prospectus, the European Money Market Institution, as administrator of EURIBOR is included on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "**BMR**").*

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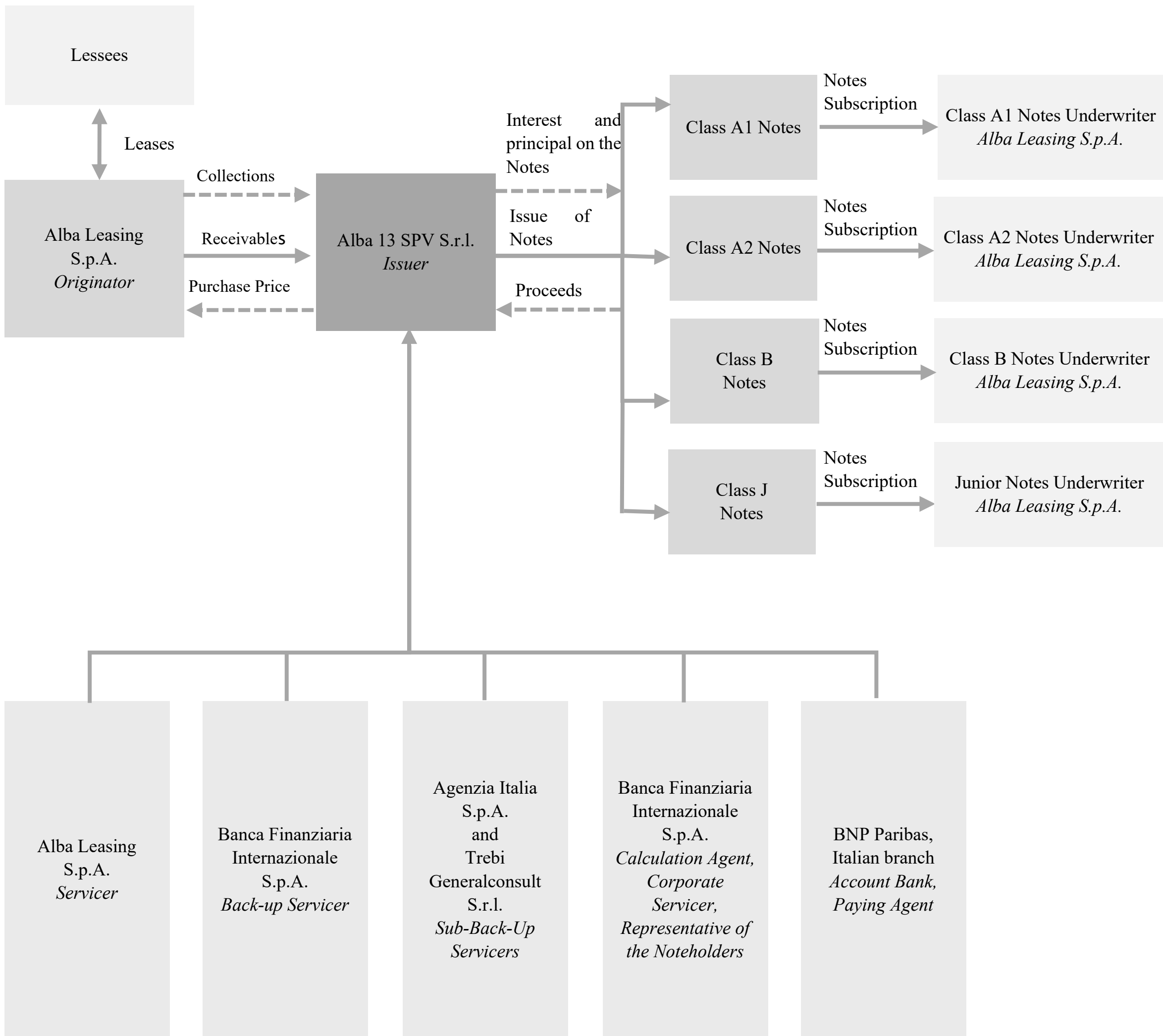
OVERVIEW OF THE TRANSACTION

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

1. TRANSACTION DIAGRAM



2. PRINCIPAL PARTIES

Issuer

Alba 13 SPV S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittorio Alfieri No. 1, 31015 Conegliano (TV), Italy, Fiscal Code and registration with the

Companies Register of Treviso-Belluno No. 05341060266, registered under No. 35945.5 in the register of the *società veicolo* held by Bank of Italy pursuant to Article 4 of the Bank of Italy's Regulation dated 7 June 2017 (*Disposizioni in materia di obblighi informativi e statistici delle società veicolo coinvolte in operazioni di cartolarizzazione*), and having as its sole corporate object the realisation of securitisation transactions pursuant to Article 3 of the Securitisation Law ("**Alba 13 SPV**" or the "**Issuer**"). The Issuer has an issued quota capital of Euro 10,000, which is entirely held by the Sole Quotaholder.

Originator	**Alba Leasing S.p.A.,** a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, whose registered office is at Via Sile No. 18, 20139 Milan, Italy, with fully paid-up share capital of Euro 357,953,058.13 with Fiscal Code and registration with the Companies' Register of Milano-Monza-Brianza-Lodi No. 06707270960, registered with No. 32 in the register held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act ("**Alba Leasing**"), acting as originator (the "**Originator**"). The Originator will act as such pursuant to the Master Transfer Agreement.
Servicer	**Alba Leasing**, acting as servicer (the "**Servicer**"). The Servicer will act as such pursuant to the Servicing Agreement.
Joint Arrangers	**Intesa Sanpaolo S.p.A.**, a bank organised as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, whose registered office is at Piazza San Carlo No. 156, 10121 Turin, Italy, enrolment with the Companies' Register of Turin under No. 00799960158, VAT number 11991500015 and registered in the register held by the Bank of Italy pursuant to Article 13 of the Consolidated Banking Act, share capital of Euro 10.084.445.147,92 (fully paid-up) and which is the parent company of the "*Gruppo Bancario Intesa Sanpaolo*" registered with the Bank of

Italy pursuant to Article 64 of the Consolidated Banking Act under number 5361 ("**Intesa Sanpaolo**"), acting as joint arranger (a "**Joint Arranger**").

Société Générale, a French limited liability company (*société anonyme*), whose registered office is at 29 Boulevard Haussman, 75009 Paris, France, and whose head office is at 17 cours Valmy, 97972 Paris-La-Dèfense Cedex, France, registered in France with the Commercial Register under No. 552120222 ("**Société Générale**"), acting as joint arranger (a "**Joint Arranger**").

Banca Akros S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, with registered office Viale Eginardo, 29, 20149 - Milan, Italy, share-capital equal to Euro 39,433,803 (fully paid-up), fiscal code and enrolment with the Companies' Register of Milan-Monza-Brianza-Lodi under No. 03064920154 - R.E.A. MI-858967, VAT Group "Gruppo IVA Banco BPM" - VAT number 10537050964, enrolled in the register of banks (*albo delle banche*) held by Bank of Italy pursuant to Article 13 of the Consolidated Banking Act under No. 5328 - ABI Code 3045, subject to the activity of management and coordination (*soggetta all'attività di direzione e coordinamento*) pursuant to Article 2497 of the Italian Civil Code of Banco BPM S.p.A., belonging to the banking group known as "Gruppo Banco BPM", adhering to the *Fondo Interbancario di Tutela dei Depositi* and the *Fondo Nazionale di Garanzia* ("**Banca Akros**"), acting as joint arranger (a "**Joint Arranger**", and together with Intesa Sanpaolo and Société Générale, the "**Joint Arrangers**").

The Joint Arrangers will act as such under the Senior Notes Subscription Agreement.

Back-Up Servicer

Banca Finanziaria Internazionale S.p.A., a bank incorporated under the laws of Italy as a *"società per azioni"*, having its registered office in Via V. Alfieri 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the Companies' Register of Treviso-Belluno under number 04040580963, VAT Group "Gruppo

IVA FININT S.P.A." - VAT number 04977190265, registered with the Bank of Italy pursuant to Article 13 of the Consolidated Banking Act under number 5580, parent company of the "Gruppo Banca Finanziaria Internazionale", member of the *Fondo Interbancario di Tutela dei Depositi* and of the *Fondo Nazionale di Garanzia* ("**Banca Finint**"), acting as back-up servicer (the "**Back-Up Servicer**").

The Back-Up Servicer will act as such under the Back-Up Servicing Agreement.

Sub-Back-Up Servicers

Agenzia Italia S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office in Via Vittorio Alfieri No. 1, 31015 Conegliano (TV), Italy, share capital of Euro 100.000,00, fully paid-up, registered with the Companies Register of Treviso-Belluno under No. 01932080268, indirectly participated by Finanziaria Internazionale Holding S.p.A., the company that controls Banca Finint, acting as sub-back-up servicer (a "**Sub-Back-Up Servicer**").

Trebi Generalconsult S.r.l., a limited liability company *(società a responsabilità limitata)* incorporated under the laws of the Republic of Italy, having its registered office in Via Lombardini No. 13, 20143 Milan, Italy, with a quota capital of Euro 50.000,00, fully paid-up, registered with the Companies Register of Milan-Monza-Brianza-Lodi under No. 315315, VAT No. 09762420157, acting as sub-back-up servicer (a "**Sub-Back-Up Servicer**", and together with Agenzia Italia S.p.A., the "**Sub-Back-Up Servicers**").

The Sub-Back-Up Servicers will act as such under the Back-Up Servicing Agreement.

Calculation Agent

Banca Finint, acting as calculation agent (the "**Calculation Agent**").

The Calculation Agent will act as such pursuant to the Cash Allocation, Management and Payment Agreement.

Account Bank	**BNP Paribas,** a company incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of the banks held by the Bank of Italy under no. 548250, Fiscal code and VAT code no. 04449690157, REA n. 731270 ("**BNP Paribas, Italian Branch**"), acting as account bank (the "**Account Bank**"). The Account Bank will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Paying Agent	**BNP Paribas, Italian Branch,** acting as paying agent (the "**Paying Agent**"). The Paying Agent will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Cash Manager	**Alba Leasing,** acting as cash manager (the "**Cash Manager**"). The Cash Manager will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Corporate Services Provider	**Banca Finint,** acting as corporate services provider (the "**Corporate Services Provider**"). The Corporate Services Provider will act as such pursuant to the Corporate Services Agreement.
Representative of the Noteholders	**Banca Finint,** acting as representative of the Noteholders (the "**Representative of the Noteholders**"). The Representative of the Noteholders will act as such pursuant to the Subscription Agreements.

Sole Quotaholder	**Stichting Bears,** a foundation (*Stichting*) incorporated under the laws of The Netherlands and having its registered office at Locatellikade 1, 1076AZ Amsterdam and registered in the Chamber of Commerce with No. 86531506, Italian Fiscal Code No. 91051430261, acting as sole quotaholder of the Issuer (the "**Sole Quotaholder**"). The Sole Quotaholder will act as such under the Quotaholder Agreement.
Stichting Corporate Services Provider	**Wilmington Trust SP Services (London) Limited,** a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, and registered in England and Wales at no. 02548079, acting as stichting corporate services provider (the "**Stichting Corporate Services Provider**"). The Stichting Corporate Services Provider will act as such pursuant to the Stichting Corporate Services Agreement.
Class A1 Notes Underwriter	**Alba Leasing**, acting as Class A1 Notes underwriter (the "**Class A1 Notes Underwriter**"). The Class A1 Notes Underwriter will act as such pursuant to the Senior Notes Subscription Agreement.
Class A2 Notes Underwriter	**Alba Leasing**, acting as Class A2 Notes underwriter (the "**Class A2 Notes Underwriter**"). The Class A2 Notes Underwriter will act as such pursuant to the Senior Notes Subscription Agreement.
Class B Notes Underwriter	**Alba Leasing**, acting as Class B Notes underwriter (the "**Class B Notes Underwriter**"). The Class B Notes Underwriter will act as such pursuant to the Mezzanine Notes Subscription Agreement.

Junior Notes Underwriter	**Alba Leasing**, acting as Junior Notes underwriter (the "**Junior Notes Underwriter**"). The Junior Notes Underwriter will act as such pursuant to the Junior Notes Subscription Agreement.
Listing Agent	**BNP Paribas, Luxembourg Branch**, a company incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through its Luxembourg branch, whose offices are located in avenue J.F. Kennedy, 60, L-2085 Luxembourg ("**BNP Paribas, Luxembourg Branch**"), acting as listing agent (the "**Listing Agent**").
Rating Agencies	Moody's Investors Service Ltd ("**Moody's**"), DBRS Ratings GmbH ("**DBRS**") and Scope Ratings GmbH ("**Scope**" and, together with Moody's and DBRS, the "**Rating Agencies**", and each a "**Rating Agency**").
Reporting Entity	Alba Leasing. The Reporting Entity will be designated under the Intercreditor Agreement. The Reporting Entity will act as such, pursuant to and for the purposes of Article 7, paragraph 2, of the Securitisation Regulation.
Third party verifying STS compliance	PCS

3. PRINCIPAL FEATURES OF THE NOTES

The Notes	On the Issue Date the Issuer will issue the following Notes: **(i)** Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A1 Notes**"); **(ii)** Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A2 Notes**");

(iii) Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (the "**Class B Notes**"); and

(iv) Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (the "**Class J Notes**").

The Class A1 Notes and the Class A2 Notes, together the "**Senior Notes**" or the "**Class A Notes**". The Class B Notes also the "**Mezzanine Notes**". The Senior Notes and the Mezzanine Notes are together referred to as "**Rated Notes**". The Class J Notes are also referred to as the "**Junior Notes**". The Rated Notes and the Junior Notes, together the "**Notes**".

STS Requirements

The Securitisation meets the requirements for simple, transparent and standardised non-ABCP securitisation provided for by Articles 19 to 22 of the Securitisation Regulation (the "**STS Requirements**").

Issue Date

27 June 2023.

Issuance of the Notes

On the Issue Date, the Subscription Price of the Senior Notes, the Mezzanine Notes and the Junior Notes will be paid, respectively, by the Senior Notes Underwriters, the Mezzanine Notes Underwriter and the Junior Notes Underwriter, in accordance with the Terms and Conditions and the relevant Subscription Agreement.

Use of proceeds

The net proceeds of the issuance of the Notes will be applied by the Issuer on the Issue Date to: **(i)** early redeem the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 (the "**Class A Notes Warehouse**" or the "**Senior Notes Warehouse**") and the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 (the "**Class J Notes Warehouse**" or the "**Junior Notes Warehouse**" and, together with the Senior Notes Warehouse, the "**Notes Warehouse**") issued by the Issuer on 22 September 2022 (the "**Issue Date Warehouse**") in the context of the so-called "warehouse phase" of the Securitisation (the "**Warehouse Phase**") and **(ii)** establish the Debt Service

Reserve Amount and the Retention Amount.

Issue Price	The Class A1 Notes will be issued at 100% of their principal amount. The Class A2 Notes will be issued at 100% of their principal amount. The Mezzanine Notes will be issued at 100% of their principal amount. The Junior Notes will be issued at 100% of their principal amount.
Interest on the Notes	The Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at the EURIBOR plus the following Relevant Margin in respect of each Class of Notes: - Class A1 Notes: 0.75 per cent. *per annum*; - Class A2 Notes: 0.85 per cent. *per annum*; - Class B Notes: 1.30 per cent. *per annum*; and - Class J Notes: 2.00 per cent. *per annum.* In the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the Relevant Margin results in a negative rate, the applicable Rate of Interest shall be deemed to be zero. Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments. The first payment of interest in respect of the Notes will be due on the Payment Date falling on 27 September 2023, in respect of the period from (and including) the Issue Date to (but excluding) such date (the "**First Payment Date**").
Form and denomination of the Notes	The Notes will be issued in bearer form and held

in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders. The Notes will be accepted for clearance by Monte Titoli with effect from the Issue Date. The Notes 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 (i) Article 83 *bis* of the Consolidated Financial Act; and (ii) Regulation 13 August 2018, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Notes.

The Senior Notes and the Mezzanine Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 100,000 in excess thereof; the Junior Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 1,000 in excess thereof.

The Issuer will elect Ireland as Home Member State for the purpose of Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 (as from time to time amended and supplemented, the "**Transparency Directive**").

Status and subordination

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

(A) prior to the delivery of a Trigger Notice:

(i) Interest Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(ii) Interest Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes and, until the occurrence of a Class B Notes Interest Subordination

Event, to the Principal Amounts on the Class A Notes;

(iii) Principal Amounts on the Class A1 Notes will rank in priority to the Principal Amounts on the Class A2 Notes, the Class B Notes and the Class J Notes;

(iv) Principal Amounts on the Class A2 Notes will rank in priority to the Principal Amounts on the Class B Notes and on the Class J Notes;

(v) Principal Amounts on the Class A Notes will rank in priority to Interest Amounts on the Class B Notes following the occurrence of a Class B Notes Interest Subordination Event;

(vi) Principal Amounts on the Class B Notes will rank in priority to the Principal Amounts on the Class J Notes;

(B) after the delivery of a Trigger Notice:

(i) Interest Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(ii) Principal Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(iii) Interest Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes; and

(iv) Principal Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes.

Withholding on the Notes

All payments in respect of the Notes will be made without any present or future Tax Deduction other than a Decree 239 Deduction, a FATCA Withholding or any other Tax Deduction required to be made pursuant to any Applicable Law. The Issuer shall not be obliged to pay any additional amount to any Noteholder as a consequence of any Tax Deduction required to be made pursuant to any Applicable Law, including Decree 239 Deduction and FATCA Withholding.

Mandatory Redemption

Unless previously redeemed in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) or Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), the Notes will be subject to mandatory redemption in full (or in part *pro rata*) on each Payment Date, in accordance with Condition 8 (*Redemption, Purchase and Cancellation*) if and to the extent that, on such dates, there are sufficient Issuer Available Funds which may be applied towards redemption of the Notes, in accordance with the Pre-Enforcement Priority of Payments. On each Payment Date, the amount of principal due and payable on each Class of Notes in accordance with the Pre-Enforcement Priority of Payments shall be equal to:

(i) the Class A1 Principal Payment, in respect of the Class A1 Notes;

(ii) the Class A2 Principal Payment, in respect of the Class A2 Notes;

(iii) the Class B Principal Payment, in respect of the Class B Notes; and

(iv) the Class J Principal Payment, in respect of the Class J Notes.

Following the delivery of a Trigger Notice, the

Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Payment Date, without further action, notice or formality and the Issuer Available Funds will be applied in accordance with the Post-Enforcement Priority of Payments.

Optional Redemption

Pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*), if no Trigger Event has occurred, unless previously redeemed in full, the Issuer may redeem all the Senior Notes (in whole but not in part), the Mezzanine Notes (in whole but not in part) and the Junior Notes (in whole or, subject to the prior consent of the Junior Noteholders, in part) at their Principal Amount Outstanding, together with all accrued but unpaid interest thereon up to the date fixed for redemption (i) on each Payment Date falling after the Quarterly Settlement Date on which the Outstanding Amount of the Aggregate Portfolio is equal to or less than 10% of the Outstanding Amount of the Aggregate Portfolio (as of the Relevant Cut-Off Date), in case of redemption of the sole Junior Notes and provided that the Rated Notes have already been repaid in full, or (ii) on the Payment Date on which the Rated Notes can be repaid in full at their Principal Amount Outstanding being sufficient Issuer Available Funds for such purpose (therefore, without the Issuer being required to sell the Aggregate Portfolio and using the proceeds deriving therefrom for such purpose) and on each Payment Date falling thereafter, in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation - Optional Redemption*) and the Post-Enforcement Priority of Payments.

Any such redemption shall be effected by the Issuer on giving not less than 15 (fifteen) Business Days' prior notice in writing to the Representative of the Noteholders and the Noteholders in accordance with Condition 16 (*Notices*) and provided that the Issuer has, prior to giving such notice, certified to the Representative of the Noteholders and produced satisfactory evidence to the Representative of the Noteholders that it will have the necessary funds, not subject to the interests of any person (other than the Noteholders and/or the Other Issuer

Creditors), to discharge all its outstanding liabilities in respect of the relevant Notes to be redeemed and any amounts required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with such Notes.

In case of early redemption of the Notes pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) further to the exercise from the Originator of the Aggregate Portfolio Call Option pursuant to clause 26.2.2 (*Diritto di Opzione di Riacquisto sulla totalità dei Crediti e Diritto di Prelazione*) of the Master Transfer Agreement and clause 20.3 (*Option to repurchase the Aggregate Portfolio*) of the Intercreditor Agreement in relation to a Payment Date being an Extraordinary Payment Date, the Issuer will give not less than 10 Local Business Days' prior notice also to Calculation Agent, Servicer, Paying Agent in order to communicate, *inter alia*, the early redemption of the Notes pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and the Extraordinary Payment Date, the Extraordinary Quarterly Settlement Date and the Extraordinary Payments Report Date.

The Issuer may obtain the necessary funds in order to effect the early redemption of the Notes in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) point (i) above, through the sale of all or part of the Aggregate Portfolio. In this respect, pursuant to the Master Transfer Agreement, the Originator has been granted with an option right to purchase the Aggregate Portfolio in accordance with the terms and conditions provided thereunder. The relevant sale proceeds deriving from any disposal of the Aggregate Portfolio shall form part of the Issuer Available Funds.

Redemption for Taxation

If no Trigger Event has occurred, if the Issuer at any time satisfies the Representative of the Noteholders, immediately prior to giving the notice referred to below, that on the next Payment Date:

(a) amounts payable in respect of the Rated

Notes by the Issuer and/or amounts payable to the Issuer in respect of the Receivables included in the Aggregate Portfolio would be subject to withholding or deduction (other than a Decree 239 Deduction or a FATCA Withholding) 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 Italy or any political or administrative sub-division thereof or any authority thereof or therein (hereinafter, the "**Tax Event**"); and

(b) the Issuer will have the necessary funds (not subject to the interests of any person (other than the Noteholders and/or the Other Issuer Creditors)) to discharge all its outstanding liabilities in respect of the relevant Notes (or all of the Rated Notes and all or, subject to the Junior Noteholders' prior consent, none or part of the Junior Notes) and any amounts required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with such Notes,

then the Issuer may, on any such Payment Date at its option having given not less than 15 (fifteen) Business Days' prior notice in writing to the Representative of the Noteholders, to the Noteholders in accordance with Condition 16 (*Notices*), redeem, in accordance with the Post-Enforcement Priority of Payments, the Senior Notes (in whole but not in part), the Mezzanine Notes (in whole but not in part) and the Junior Notes (in whole or, subject to the prior consent of the Junior Noteholders, in part) at their Principal Amount Outstanding, together with all accrued but unpaid interest thereon up to and including the relevant Payment Date fixed for redemption, in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

Following the occurrence of a Tax Event and in accordance with the Terms and Conditions, the Issuer may, or the Representative of the Noteholders (subject to the provisions of the

Intercreditor Agreement) may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to dispose of the Aggregate Portfolio or any part thereof to finance the early redemption of the relevant Notes under Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*). In this respect, pursuant to the Intercreditor Agreement, the Originator has been granted with a pre-emption right for the purchase of the Aggregate Portfolio in accordance with the terms and conditions provided thereunder. The relevant sale proceeds deriving from any disposal of the Aggregate Portfolio shall form part of the Issuer Available Funds.

Source of Payment of the Notes

The principal source of payment of interest and of repayment of principal on the Notes will be the Collections and Recoveries made in respect of the Receivables arising out of Lease Contracts entered into between the Originator, as lessor, and the Lessees, purchased by the Issuer from the Originator pursuant to the Master Transfer Agreement.

Segregation of the Aggregate Portfolio

By virtue of the operation of Article 3 of the Securitisation Law and the Transaction Documents, the Issuer's right, title and interest in and to the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections will be segregated from all other assets of the Issuer (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving therefrom (to the extent identifiable) will be exclusively available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and to any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation in priority to the Issuer's obligations to any other creditors.

The Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections may not be seized or attached in any form by creditors of the Issuer (including for avoidance of doubts, noteholders and the Issuer's other creditors in respect of any other securitisation transactions carried out by the Issuer) other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation of the Notes.

Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the service of a Trigger Notice or upon failure by the Issuer to promptly exercise its rights under the Transaction Documents, to exercise all the Issuer's Rights, powers and discretion under the Transaction Documents taking 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 Aggregate Portfolio and the Issuer's Rights. Italian law governs the delegation of such power.

Segregation of the Accounts

In the context of the Securitisation, the Account Bank **(i)** represented and warranted that the Eligible Accounts have been opened and are and will be treated and maintained in accordance with the provisions set forth under Article 3, paragraph 2 *bis* of the Securitisation Law (to the extent applicable to the Account Bank, being the Italian branch of an EU bank), **(ii)** acknowledged that any sum standing to the credit of the Eligible Accounts is not part of the assets of the Account Bank and is segregated from the other accounts of the Account Bank so that such sums can be attached only by the Noteholders, **(iii)** acknowledged and agreed that it shall have no right to set off any amounts due for any reason whatsoever from the Issuer to the Account Bank against any sum standing to the credit of any of the Eligible Accounts held with it, **(iv)** undertook to keep any such amount segregated from any other amount of the Issuer standing to the credit of any other account held by the Account Bank and to keep appropriate and separate evidence in its accounting books, electronic system and in any other document evidencing sums standing to the credits of any accounts, and **(v)** undertook to promptly inform the Issuer and the

Representative of the Noteholders of the receipt of any request or other document asserting any right or claim from a third party in relation to any Eligible Account held with it (including without limitation in relation to any enforcement measures over such account) received after the date hereof by no later than one Business Day following the date of receipt.

In addition to the above, the Servicer has procured that, as long as payments from the Debtors are made on the Servicer Account, such account is and will be treated and maintained with a bank having the Minimum Rating and in accordance with, and subject to, Article 3, paragraph 2-*ter* of the Securitisation Law.

Limited Recourse

Notwithstanding any other provision of the Transaction Documents but excluding in any case the obligation of payment of (i) the Excess Indemnity Amount, (ii) any Residual Optional Instalment and (iii) any other amount which is expressly excluded from the Issuer Available Funds under the Transaction Documents, each of the Noteholders and the Other Issuer Creditors:

(a) acknowledged and agreed that all obligations of the Issuer to such Noteholder and/or Other Issuer Creditor including, without limitation, the obligations under any Transaction Document to which such Noteholder and Other Issuer Creditor is a party (including any obligation for the payment of damages or penalties) are limited recourse obligations of the Issuer and are limited to the lower of (x) the nominal amount of such obligation and (y) the Issuer Available Funds which may be applied for the relevant purpose in accordance with the applicable Priority of Payments; in this regard, without prejudice to what provided for in Condition 13 (*Trigger Events*), the Noteholders and the Other Issuer Creditors agreed that if the Issuer Available Funds are insufficient to pay any amount due and payable to the Noteholders and the Other Issuer Creditors on any Payment Date in accordance with the applicable Priority of Payments, the shortfall then occurring will not be due and payable until a subsequent Payment Date on which the Issuer Available Funds may be used for such purpose in accordance with the relevant Priority of Payments, provided however that any other claim towards the Issuer shall be deemed discharged and cancelled on the Cancellation Date; for the avoidance of doubt, any failure by the Issuer to make payments on any relevant date referred to in Condition 13(a) (*Trigger Events - Non Payment by the Issuer*) shall constitute a Trigger Event in accordance with Condition 13(a) (*Trigger Events - Non Payment by the Issuer*);

(b) acknowledged and agreed that it will have a claim only (save as stated in paragraph (a) above) in respect of the Issuer Available Funds and at all times only in accordance with the applicable Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

(c) acknowledged and agreed that the limited recourse nature of the obligations under the Notes or any Transaction Documents produces the effect of a *contratto aleatorio* and accepts the consequences thereof, including but not limited to the provision of Article 1469 of the Italian Civil Code and will have an existing claim against the Issuer only in respect of the funds referred to in (a)(x) and (a)(y) above (as applicable) which may be applied for the relevant purpose as at the relevant date and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's assets (other than the funds referred to in (a)(x) or (a)(y) above) over its contributed equity capital or any other assets of the Issuer whatsoever;

(d) acknowledged and agreed that all payments to be made by the Issuer to any Noteholder and Other Issuer Creditor on each Payment Date, whether under any Transaction Document to which such Noteholder and Other Issuer Creditor is a party or otherwise, shall be made by the Issuer solely from the Issuer Available Funds (save as stated in paragraph (a) above);

(e) undertook not to make any claim or bring any action in contravention of the provisions of clause 12.2 (*Limited Recourse*) of the Intercreditor Agreement; and

(f) without prejudice to clause 12.1 (*Non petition*) of the Intercreditor Agreement, undertook to enforce any judgment obtained by such Noteholder and Other Issuer Creditor in any action brought under any of the Transaction Documents to which such Noteholder and Other Issuer Creditor is a party or any other document relating thereto only against the Principal Available Funds or the Issuer Available Funds, as the case may be and not against any other assets or property or the contributed capital of the Issuer or of any quotaholder, director, auditor or agent of the Issuer;

(g) agreed and acknowledged that upon the Representative of the Noteholders giving written notice to the Noteholders and the Other Issuer Creditors that it has determined, in its sole opinion, that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio which would be available to pay unpaid amounts outstanding under the Transaction Documents and the Servicer having confirmed the same in writing to the Representative of the Noteholders, the Noteholders and the Other Issuer Creditors shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged and cancelled in full. The provisions of clause 12.2 (*Limited Recourse*) of the Intercreditor Agreement are subject to none of the Noteholders and the Other Issuer Creditors objecting to such determinations of the Representative of the Noteholders and the Servicer for reasonably grounded reasons within 30 (thirty) days from notice thereof. If any of the Noteholders and the Other Issuer Creditors objects such determination within such term, the Representative of the Noteholders may request an independent third party to verify and determine if there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio which would be available to pay unpaid amounts outstanding under the Transaction Documents. Such determination shall be definitive and binding for all the Noteholders and the Other Issuer Creditors.

The Notes will be direct, secured and limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by any other entity. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, the Originator, the Servicer, the Debtors, the Representative of the Noteholders, the Calculation Agent, the Account Bank, the Cash Manager, the Paying Agent, the Corporate Services Provider, the Back-Up Servicer, the Sole Quotaholder, the Senior Notes Underwriters, the Mezzanine Notes Underwriter, the Junior Notes Underwriter or the Joint Arrangers. 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.

Non Petition

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of any obligation and no Noteholder or Other Issuer Creditor shall be entitled to proceed directly against the Issuer to obtain payment of such obligations. In particular no Noteholder or Other Issuer Creditor:

(a) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to it;

(b) both before and following the delivery of a Trigger Notice, shall be entitled until the date falling two years and one day after the date on which all the Notes and any other asset-backed notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full or cancelled, to initiate or join any person in initiating an Insolvency Event in relation to the Issuer; and

(c) both before and following the delivery of a Trigger Notice, shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with,

provided however that the above provisions (i) without prejudice to Condition 6 (*Priority of Payments*), shall not prevent the Noteholders and the Other Issuer Creditors from taking any steps against the Issuer which do not involve the commencement or the threat of commencement of legal proceedings against the Issuer or which may not lead to the declaration of insolvency or liquidation of the Issuer and (ii) without prejudice to Condition 9.1 (*Non Petition*) and Condition 9.2 (*Limited Recourse obligations of the Issuer*), shall not apply with respect to the right of the Originator to receive payment of (a) the Initial Purchase Price of the Initial Portfolio and each Subsequent Portfolio (jointly considered) (decreased of an amount equal to the Retention Amount and any other fees to be paid by the Issuer in accordance with the Subscription Agreements), (b) the Excess Indemnity Amount and (c) any Residual Optional Instalment.

Final Maturity Date

Unless previously redeemed in full or cancelled in accordance with the Terms and Conditions, the Notes are due to be repaid in full at their respective Principal Amount Outstanding on the Final Maturity Date.

Cancellation Date

The Notes will be cancelled on the Cancellation Date which is the earlier of:

(a) the date on which the Notes have been redeemed in full; and

(b) the date on which the Representative of the Noteholders has certified to the Issuer and the Noteholders that, in its sole and reasonable opinion, there are no more Issuer Available Funds to be distributed as a result of the Issuer having no additional amount or asset relating to the Aggregate Portfolio. Any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled on such date; and

(c) the Final Maturity Date.

The Organisation of the Noteholders and the Representative of the Noteholders

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

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, who is appointed by the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter and the Junior Notes Underwriter, as the case may be, in accordance with the provisions of the Subscription Agreements. Each Noteholder is deemed to accept such appointment.

Listing

Application has been made for the Senior Notes and the Mezzanine Notes to be admitted to the Official List and to trading on the regulated market of the Euronext Dublin ("**Euronext Dublin**"). The Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves the

Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Regulation. No application has been made to list the Junior Notes on any stock exchange.

Public Credit Rating

The Class A1 Notes are expected, on issue, to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope.

The Class A2 Notes are expected, on issue, to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope.

The Class B Notes are expected, on issue, to be rated "Ba1(sf)" by Moody's, "A(high)(sf)" by DBRS and "BBB+(sf)" by Scope.

It is not expected that the Junior Notes will be assigned a credit rating.

The Senior Notes and the Mezzanine Notes are together referred to as the "**Rated Notes**".

STS-Securitisation

The Securitisation is intended to qualify as a simple, transparent and standardised securitisation ("**STS-securitisation**") within the meaning of Article 18 (*Use of the designation 'simple, transparent and standardised securitisation'*) of the Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of Articles 19 to 22 of the Securitisation Regulation and the Originator intends to submit on or about the Issue Date a notification to the ESMA for the Securitisation to be included in the list published by ESMA referred to in Article 27(5) of the Securitisation Regulation (the "**STS Notification**"). Pursuant to Article 27, paragraph 2, of the Securitisation Regulation, the STS Notification will include an explanation by the Originator of how each of the STS criteria set out un Articles 19 to 22 of the Securitisation Regulation has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA's website at https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre. The compliance of the Securitisation with the STS

Requirements has been verified as of the Issue Date by PCS, in its capacity as third party verifying STS compliance authorised pursuant to Article 28 (*Third party verifying STS compliance*) of the Securitisation Regulation. No assurance can be provided that the securitisation transaction described in this Prospectus (i) does or continues to comply with the Securitisation Regulation, (ii) does or will at any point in time qualify as an STS-securitisation under the Securitisation Regulation or that, if it qualifies as a STS-securitisation under the Securitisation Regulation, it will at all times continue to so qualify and remain an STS-securitisation under the Securitisation Regulation in the future and (iii) will remain at all times in the future included in the list published by ESMA as referred to in Article 27(5) of the Securitisation Regulation. None of the Issuer, the Joint Arrangers or any of the Parties makes any representation or accepts any liability in that respect.

Governing Law

The Notes will be governed by Italian law.

Purchase of the Notes

The Issuer may not purchase any Notes at any time.

Selling restrictions

There will be restrictions on the sale of the Notes and on the distribution of information in respect thereof.

Material Net Economic Interest in the Securitisation and other Securitisation Regulation and UK Securitisation Regulation Requirements

Under the Subscription Agreements and the Intercreditor Agreement, Alba Leasing, in its capacity as Originator, will **(i)** retain with effect from the Issue Date and maintain on an ongoing basis a material net economic interest in the Securitisation in accordance with option (3)(a) of Article 6 of the Securitisation Regulation and Article 6(1)(3)(a) of the UK Securitisation Regulation (as in effect as at the Issue Date), and such interest will comprise an interest in the Senior Notes, the Mezzanine Notes and the Junior Notes which is not less than 5 per cent. of the nominal value of each Class of Notes, or any permitted alternative method thereafter; **(ii)** be responsible to comply with the requirements from time to time applicable to originators set forth in Articles 7 and 9 of the Securitisation

Regulation and, subject to the below, Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date); and **(iii)** provide (or cause to be provided) all information to the Noteholders that is required to enable the Noteholders to comply with Article 5 of the Securitisation Regulation and, subject to the below, Article 5 of the UK Securitisation Regulation (as in effect as at the Issue Date). It being understood that **(a)** the Originator (acting as Reporting Entity) shall not be required to comply with the transparency requirements set forth under Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date) in case such transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the UK Securitisation Regulation are different from or other than those transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the Securitisation Regulation and **(b)** in the event set forth in letter (a) above and/or in case the information made available to investors by the Originator (acting as Reporting Entity) in accordance with Article 7 of the Securitisation Regulation and the applicable Regulatory Technical Standards is no longer considered by the relevant UK regulators to be sufficient in assisting UK investors in complying with the UK due diligence requirements under Article 5 of the UK Securitisation Regulation, the Originator has agreed that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK investors in connection with the compliance by such UK investors with such UK due diligence requirements.

"**Securitisation Regulation**" means the Regulation (EU) No. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, as amended and supplemented from time to time.

"**UK Securitisation Regulation**" means the Securitisation Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union

(Withdrawal Agreement) Act 2020) (the "**EUWA**"), together with the relevant technical standards. Reference to the UK Securitisation Regulation shall mean a reference to such regulation as in force on the Issue Date and shall not include any amendment following the Issue Date.

4. ACCOUNTS

Collection Account

The Issuer has established the Collection Account with the Account Bank ***into which*** **(i)** on the Issue Date, all the Collections and Recoveries made (including the Indemnities paid in respect of the Aggregate Portfolio) in the period comprised between the Relevant Cut-Off Date (excluded) and the Issue Date (included) shall be credited from the relevant collection account opened by the Issuer in the context of the Warehouse Phase of the Securitisation; **(ii)** all the Collections and Recoveries made (including the Indemnities paid in respect of the Aggregate Portfolio) shall be credited, in accordance with the Servicing Agreement; and **(iii)** any interest accrued on such account (if any) will be credited; and ***out of which*** **(1)** any amount standing to the credit of such Eligible Account will be transferred on a daily basis (to the extent that such day is a Business Day) into the Payments Account (or, upon instruction given by the Cash Manager to the Account Bank, in the event that the Investment Account (as defined below) has been opened in accordance with clause 7.1 (*Investment Account*) of the Cash Allocation, Management and Payment Agreement, into the Investment Account in the amounts specified by the Cash Manager in the Investment Letter).

Payments Account

The Issuer has established the Payments Account with the Account Bank ***into which*** **(i)** on the Issue Date the Subscription Price of the Notes, provided that the parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation shall have the right to agree that the payment of the Subscription Price of the Notes will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties, **(ii)** in the event that the Investment Account has been opened in accordance with clause 7.1 (*Investment Account*) of the Cash Allocation, Management and Payment Agreement, 2 (two) Business Days prior to each Payment Date, the amounts standing to the credit of the Investment Account and, in general, any sums arising from the liquidation, disposal or maturity of the Eligible Investments (including any profit generated thereby or interest matured thereon), shall be credited, so as to be used as Issuer Available Funds on the immediately following Payment Date; **(iii)** any proceeds (if any) from the enforcement of the Issuer's Rights will be credited; **(iv)** the amounts standing to the credit of the Collection Account and of the Debt Service Reserve Account, unless transferred into the Investment Account, shall be credited on a daily basis; **(v)** all amounts received from any party to a Transaction Document to which the Issuer is a party (other than amounts expressly provided to be paid on other Accounts) shall be credited; and **(vi)** any amounts received as interest on such account shall be credited; and ***out of which*** **(1)** on or about the Issue Date (aa) an amount equal to the Retention Amount shall be paid to the Expenses Account out of the proceeds from the Subscription Price of the Notes paid therein; (bb) the net proceeds of the issuance of the Notes will be applied by the Issuer on the Issue Date to early redeem the Notes Warehouse; (cc) an amount corresponding to the Debt Service Reserve Amount as of the Issue Date shall be transferred to the Debt Service Reserve Account and (dd) any commissions due under the Subscriptions Agreements shall be paid, provided that the parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation shall have the right to agree that the payment of the amounts under letters (aa), (bb), (cc) and (dd) above will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties; **(2)** (aa) one Business Day prior to each Payment Date, amounts necessary to pay interests and to repay principal on the Notes shall be made available to the Paying Agent in accordance with the Cash Allocation, Management and Payment Agreement; and (bb) on each Payment Date all payments shall be made in accordance with the Intercreditor Agreement, the applicable Priority of Payments and the relevant Payments Report (including for the avoidance of doubt, any transfer of amounts to the Debt Service Reserve Account and the Expenses Account); **(3)** on each Payment Date, any Excess Indemnity Amount received by the Issuer on the immediately preceding Quarterly Settlement Period shall be paid to the Originator in accordance with the relevant Quarterly Servicer Report; **(4)** on each Payment Date, the Purchase Price of the Residual Optional Instalment equal to any Residual Optional Instalment collected by the Issuer on the immediately preceding Quarterly Settlement Period shall be paid to the Originator in accordance with the relevant Quarterly Servicer Report; **(5)** in the event that the Investment Account has been opened in accordance with clause 7.1 (*Investment Account*) of the Cash Allocation, Management and Payment Agreement, any amount standing to the credit thereof will be transferred to the Investment Account one Business Day after each Payment Date in the amounts specified by the Cash Manager in the Investment Letter.

Debt Service Reserve Account

The Issuer has established the Debt Service Reserve Account with the Account Bank ***into which*** **(i)** on or about the Issue Date, the Debt Service Reserve Amount shall be credited from the Payments Account; **(ii)** on each Payment Date before the delivery of a Trigger Notice until (but excluding) the Release Date, the Issuer Available Funds necessary in accordance with the Pre-Enforcement Priority of Payments to bring the balance of such Eligible Account up to the Debt Service Reserve Amount shall be credited from the Payments Account; and **(iii)** any amounts received as interest on such account shall be credited; and ***out of which*** **(1)** on the Business Day following the Issue Date and **(2)** on each Business Day following each Payment Date, the amount standing to the credit of such Eligible Account will be transferred into the Payments Account (or in the event that the Investment Account has been opened in accordance with clause 7.1 (*Investment Account*) of the Cash Allocation, Management and Payment Agreement, into the Investment Account in the amounts specified by the Cash Manager in the Investment Letter).

Investment Account

After the Issue Date, the Issuer may establish the Investment Account with the Investment Account Bank ***into which*** **(i)** the amount specified by the Cash Manager in the Investment Letter and standing to the credit of the Collection Account, will be transferred on a daily basis (to the extent that such day is a Business Day); **(ii)** the amount specified by the Cash Manager in the Investment Letter and standing to the credit of the Debt Service Reserve Account on the Business Day following each Payment Date and/or, as the case may be, Issue Date, will be transferred; **(iii)** the amounts specified by the Cash Manager in the Investment Letter and standing to the credit of the Payments Account on the Business Day immediately following each Payment Date will be credited on such Business Day; **(iv)** any proceeds upon maturity or any sums deriving from the disposal of the Eligible Investments and any profit generated thereby or interest accrued thereon will be credited; **(v)** all Eligible Investments settled by the Investment Account Bank upon written instruction of the Cash Manager, pursuant to Cash Allocation, Management and Payment Agreement, shall be deposited; and ***out of which*** **(1)** any amount standing to the credit of such account, including any sums arising from the liquidation, disposal or maturity of the Eligible Investments (including any profit generated thereby or interest matured thereon), so as to be used as Issuer Available Funds on the immediately following Payment Date will be transferred to the Payments Account 2 (two) Business Days before such Payment Date and **(2)** in accordance with the provisions set forth in the Cash Allocation, Management and Payment Agreement, upon written instruction of the Cash Manager in the name and on behalf of the Issuer, all amounts standing to the credit thereof will be applied on any Business Day by the Investment Account Bank for the settlement of Eligible Investments.

Expenses Account

The Issuer has established the Expenses Account ***into which***, **(i)** on or about the Issue Date the Retention Amount shall be paid from the Payments Account; **(ii)** on each Payment Date, an amount shall be paid from the Payments Account in accordance with the applicable Priority of Payments so that the balance standing to the credit of the Expenses Account on such

Payment Date is equal to the Retention Amount; and **(iii)** any amounts received as interest on such account shall be credited; and ***out of which*** upon instruction of the Issuer or the Corporate Services Provider on behalf of the Issuer, on any Business Day during an Interest Period, any taxes and Expenses will be paid, to the extent that payments of such taxes and Expenses is not deferrable until the immediately subsequent Payment Date or have not been directly paid by the Originator in accordance with the Subscription Agreements.

Quota Capital Account

The Issuer has established a quota capital account with Banca Finanziaria Internazionale S.p.A., into which its contributed quota capital has been deposited.

5. CREDIT STRUCTURE

Issuer Available Funds

On each Payment Date, the Issuer Available Funds shall comprise the aggregate amounts (without duplication) of:

(a) all Collections received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account (including, for the avoidance of doubt, penalties, Indemnities and/or the Agreed Prepayments received and any other sums paid by the Lessees pursuant to the relevant Lease Contracts in respect of the Receivables);

(b) all Recoveries received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account;

(c) all amounts received by the Issuer from the Originator pursuant to the Master Transfer Agreement or by the Servicer pursuant to the Servicing Agreement during the immediately preceding Quarterly Settlement Period (other than the Collections and the Recoveries) and credited to the Payments Account;

(d) any interest accrued and credited on the Accounts (other than the Expenses Account and the Quota Capital Account) as of the last day of the immediately preceding Quarterly Settlement Period;

(e) any amounts credited into the Debt Service Reserve Account on the Issue Date or, as the case may be, on the immediately preceding Payment Date;

(f) the net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of the Accounts (other than the Expenses Account and the Quota Capital Account) in respect of the Quarterly Settlement Period immediately preceding such Payment Date;

(g) any amount provisioned into the Payments Account on the immediately preceding Payment Date under items (xii) and (xv) of the Pre-Enforcement Priority of Payments;

(h) following delivery of a Trigger Notice or upon exercise of the Optional Redemption or Redemption for Taxation, all proceeds from the sale of the Receivables (also if credited to the Eligible Accounts following the Quarterly Settlement Date immediately preceding such Payment Date);

(i) any other amount received in respect of the Securitisation in respect of the Quarterly Settlement Period immediately preceding such Payment Date, not included in any of the items above (but excluding any amount expressly excluded from the Issuer Available Funds pursuant to any of the items above and below),

but excluding: (i) any Residual Optional Instalment collected by the Issuer in the immediately preceding Quarterly Settlement Period and (ii) any Excess Indemnity Amount.

"**Quarterly Settlement Period**" means each three months period commencing on (but excluding) a Quarterly Settlement Date and ending on (and including) the immediately following Quarterly Settlement Date, provided that (a) the first Quarterly Settlement Period commences on the Relevant Cut-Off Date (excluded) and ends on the First Quarterly Settlement Date (included) and (b) the Quarterly Settlement Period ending on the Extraordinary Quarterly Settlement Date may be shorter or longer than a period of three months.

"**Quarterly Settlement Date**" means the last calendar day of February, May, August and November of each year and with reference to the Extraordinary Payment Date, the Extraordinary Quarterly Settlement Date, provided that the First Quarterly Settlement Date shall be the day falling on 31 August 2023.

Trigger Events

The Terms and Conditions provide the following Trigger Events:

(a) *Non-payment by the Issuer:*

default is made by the Issuer in the payment, on any Payment Date, of any of the following amounts:

(i) the Interest Amount due in relation to the Interest Period ending on (but excluding) such Payment Date on the Most Senior Class of Notes then outstanding; and/or

(ii) the amount of principal due and payable on the Most Senior Class of Notes then outstanding provided that failure to pay any principal amounts in case the Calculation Agent does not receive the Quarterly Servicer Report, as provided for under Condition 6.1(a)(3), shall not constitute a Trigger Event);

and such default is not remedied within a period of five Business Days from the due date thereof;

(b) *Breach of other obligations by the Issuer:*

the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any payment obligation specified in (a) above) which is, in the reasonable opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Noteholders and such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer requiring the same to be remedied (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no term of 30 (thirty) days will be given); or

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

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

(d) *Insolvency of the Issuer:*

an Insolvency Event occurs in respect of the Issuer; or

(e) *Unlawfulness for the Issuer:*

it is or will become unlawful for the Issuer to perform or comply with any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party when compliance with such obligations is deemed by the Representative of the

Noteholders to be material.

Upon the occurrence of a Trigger Event, the Representative of the Noteholders:

(1) in the case of a Trigger Event under (a) or (d) above, may at its sole discretion; and shall if so directed by an Extraordinary Resolution of the Most Senior Class of Noteholders; and/or

(2) in the case of a Trigger Event under (e) above, shall; and/or

(3) in the case of a Trigger Event under (b) or (c) above, shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Noteholders,

serve a Trigger Notice to the Issuer; in each case, subject to the provisions of the Intercreditor Agreement. Upon the service of a Trigger Notice, the Issuer Available Funds shall be applied in accordance with the Post-Enforcement Priority of Payments.

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

Following the delivery of a Trigger Notice, (a) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Payment Date, without further action, notice or formality and the Issuer Available Funds will be applied in accordance with the Post-Enforcement Priority of Payments; (b) the Issuer may (subject to the consent of the Representative of the Noteholders) or the Representative of the Noteholders may (or shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to dispose of the Aggregate Portfolio, subject to the terms and conditions of the Intercreditor Agreement, provided that the Originator shall have in such circumstance a Pre-Emption Right to purchase the Aggregate Portfolio at the terms and conditions specified in the Intercreditor Agreement.

It is understood that no provisions shall require the automatic liquidation of the Aggregate Portfolio upon the delivery of a Trigger Notice, pursuant to Article 21, paragraph 4, letter d), of the Securitisation Regulation and the EBA Guidelines on STS Criteria.

For the purposes of Condition 13 (*Trigger Events*) the Issuer undertakes to notify the Representative of the Noteholders and the Rating Agencies as soon as it becomes aware of the occurrence of a Trigger Event.

Pre-Enforcement Priority of Payments

On each Payment Date prior to the delivery of a Trigger Notice, the Issuer Available Funds shall be applied in making or providing for the following payments in accordance with the following Priority of Payments (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) in or towards satisfaction of any and all costs and taxes due and payable by the Issuer required to be paid to maintain the rating of the Rated Notes and in connection with the listing, registration and deposit of the Notes (as the case may be), or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

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

(a) any due and payable Expenses (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

(b) the replenishment of the Expenses Account by an amount to bring the balance of such account up to the Retention Amount;

(iii) in or towards satisfaction of the fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) in or towards satisfaction *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Account Bank, the Cash Manager, the Paying Agent, the Calculation Agent, the Corporate Services Provider, the Stichting Corporate Services Provider, the Back-Up Servicer, the Investment Account Bank (if any) and the Servicer, to the extent not specifically provided under the following items;

(v) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Senior Notes;

(vi) prior to the occurrence of the Class B Notes Interest Subordination Event, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Class B Notes;

(vii) until the Release Date (excluded), to credit to the Debt Service Reserve Account an amount (if any) to bring the balance of such account up to the Debt Service Reserve Amount;

(viii) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A1 Principal Payment;

(ix) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A2 Principal Payment;

(x) on or after the occurrence of the Class B Notes Interest Subordination Event, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Class B Notes;

(xi) upon the redemption in full of the Senior Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class B Principal Payment;

(xii) upon occurrence of the Cash Trapping Condition, to provision any residual amount to the Payments Account;

(xiii) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts (other than the Deferred Purchase Price and to the extent not already provided under the other items of this Priority of Payments) due and payable (including any indemnity and amount past due) by the Issuer to (a) the Joint Arrangers and the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter under the relevant Notes Subscription Agreement and any Transaction Documents; and (b) after payments due under item (a) above, any Other Issuer Creditor and the Junior Notes Underwriter under the Transaction Documents, other than amounts due in respect of the Junior Notes;

(xiv) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of Interest Amount due and payable in respect of the Junior Notes;

(xv) upon the redemption in full of the Senior Notes, and the Mezzanine Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) the Class J Principal Payment in any case up to an amount that makes the Principal Amount Outstanding of the Junior Note not lower than Euro 100,000 and (b) on the Final Maturity Date, all amounts of principal due and payable, if any, on the Junior Notes, *provided that* any additional amount which is not applied to repayment of the Notes as a consequence of the limitation under paragraph (a) above will remain credited into the Payments Account and will form part of the Issuer Available Funds on the next succeeding Payment Dates; and

(xvi) in or towards satisfaction of the Deferred Purchase Price due and payable to the Originator in respect of the Aggregate Portfolio;

provided that:

(a) should the Calculation Agent not receive the Quarterly Servicer Report within the third Business Day following the relevant Quarterly Servicer Report Date, it shall prepare the relevant Payments Report by applying any amount standing to the credit of the Issuer’s Accounts to pay item from (i) to (vi) of the Pre-Enforcement Priority of Payments, provided that, **(i)** in respect to any amount to be calculated on the basis of the Quarterly Servicer Report, the Calculation Agent shall take into account the amounts indicated in the latest available Quarterly Servicer Report (the “**Latest Report**”) and **(ii)** any amount that would otherwise have been payable under items from (vii) to (xvi) of the Pre-Enforcement Priority of Payments:

1. will not be included in such Payments Report and shall not be payable on the relevant Payment Date;

2. shall be payable in accordance with the applicable Priority of

Payments on the first following Payment Date on which there are enough Issuer Available Funds and on which details for the relevant calculations will be timely provided to the Calculation Agent (for the avoidance of doubt, interest shall not accrue on any amount unpaid and deferred); and

3. failure to pay any principal amount under the Notes on the relevant Payment Date shall not be deemed as a Trigger Event under Condition 13(a)(ii) (*Trigger Events - Non Payment by the Issuer*);

(b) the Calculation Agent on the immediately following Payments Report Date, subject to having received the relevant Quarterly Servicer Report, shall prepare a Payments Report which shall provide for the necessary adjustment in respect of payments made on the basis of the Latest Report and in respect of amounts unpaid in the preceding Payment Date.

The Issuer shall, if necessary, make the payments set out under items (i) and (ii)(a) of the Pre-Enforcement Priority of Payments also during the relevant Interest Period.

Post-Enforcement Priority of Payments

Following the delivery of a Trigger Notice or under Condition 8.3 (*Optional Redemption*) and Condition 8.4 (*Redemption for Taxation*), the Issuer Available Funds shall be applied on each Payment Date in making or providing for the following payments in the following Priority of Payments (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) in or towards satisfaction of any and all costs and taxes due and payable by the Issuer required to be paid to maintain the rating of the Rated Notes and in connection with the listing, registration and deposit of the Notes (as the case may be), or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

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

(a) any due and payable Expenses (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

(b) replenishment of the Expenses Account by an amount to bring the balance of such account up to the Retention Amount;

(iii) in or towards satisfaction of the fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) in or towards satisfaction *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Account Bank, the Cash Manager, the Paying Agent, the Calculation Agent, the Corporate Services Provider, the Stichting Corporate Services Provider, the Back-Up Servicer, the Investment Account Bank (if any) and the Servicer, to the extent not specifically provided under the following items;

(v) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Senior Notes;

(vi) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Principal Amount

Outstanding of the Senior Notes;

(vii) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amount due and payable in respect of the Class B Notes;

(viii) upon the redemption in full of the Senior Notes, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Principal Amount Outstanding of the Class B Notes;

(ix) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts (other than the Deferred Purchase Price and to the extent not already provided under the other items of this Priority of Payments) due and payable (including any indemnity and amount past due) by the Issuer to (a) the Joint Arrangers and the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter under the relevant Notes Subscription Agreement and any other Transaction Documents; (b) after payments due under item (a) above any Other Issuer Creditor and the Junior Notes Underwriter under the Transaction Documents, other than amounts due in respect of the Class J Notes;

(x) in or towards satisfaction of Interest Amount due and payable in respect of the Junior Notes;

(xi) upon the redemption in full of the Senior Notes and the Mezzanine Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Principal Amount Outstanding of the Junior Notes; and

(xii) in or towards satisfaction of the Deferred Purchase Price due and payable to the Originator in respect of the Aggregate Portfolio.

The Issuer shall, if necessary, make the payments set out under items (i) and (ii)(a) of the Post-Enforcement Priority of Payments also during the relevant Interest Period.

Debt Service Reserve Amount

In order to provide liquidity and credit support to the Rated Notes, the Issuer has established the Debt Service Reserve Amount to be credited into the Debt Service Reserve Account.

In particular, **(i)** on the Issue Date, the Debt Service Reserve Amount shall be credited from the Payments Account; **(ii)** on each Payment Date before the delivery of a Trigger Notice until (but excluding) the Release Date, the Issuer Available Funds necessary in accordance with the Pre-Enforcement Priority of Payments to bring the balance of such Eligible Account up to the Debt Service Reserve Amount shall be credited from the Payments Account; and **(iii)** any amounts received as interest on such account shall be credited.

The Release Date will be the earlier of:

(i) the Cancellation Date;

(ii) the Payment Date on which the Issuer Available Funds to be applied on such date, minus all payments or provisions which have a priority or *pari passu* ranking with the payment of principal on the Rated Notes in accordance with the Pre-Enforcement Priority of Payments, are sufficient to redeem the Rated Notes in full; and

(iii) the Payment Date immediately succeeding the service of a Trigger Notice.

"**Debt Service Reserve Amount**" means:

(A) on the Issue Date, an amount equal to Euro 10,533,000;

(B) with respect to any other Payment Date until, but excluding, the Release Date, an amount equal to the higher between

(i) the initial Principal Amount Outstanding as of the Issue Date of the Rated Notes multiplied by 0.50% and (ii) the Principal Amount Outstanding of the Rated Notes as of the relevant Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments) multiplied by 1%; and

(C) on the Release Date and on any Payment Date falling thereafter, 0 (zero).

Pursuant to the Cash Allocation, Management and Payment Agreement, the amount standing to the credit of the Debt Service Reserve Account will be transferred into the Payments Account (or, in the event that the Investment Account has been opened in accordance with the Cash Allocation, Management and Payment Agreement, into the Investment Account) on the Business Day following the Issue Date and on each Business Day following each Payment Date.

Notes Principal Payments

The principal amount redeemable in respect of each Note shall be a pro rata share of the aggregate amount of Issuer Available Funds determined in accordance with Condition 8.2 (*Redemption, Purchase and Cancellation - Mandatory Redemption*) to be available for redemption of the Notes of the same Class as such Note on such date, calculated with reference to the ratio between: (a) the then Principal Amount Outstanding of such Note; and (b) the then Principal Amount Outstanding of all the Notes of the same Class (rounded down to the nearest cent) provided always that no such principal payment may exceed the Principal Amount Outstanding of the relevant Note.

Class A1 Principal Payment

With reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A1 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A1 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

Class A2 Principal Payment

With reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A1 Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A2 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A2 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

Class B Principal Payment

With reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class B Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class B Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

Class J Principal Payment

With reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment and the Class B Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class J Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class J Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

Target Amortisation Amount

Means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

$$A - CP - R$$

Where:

A = the Principal Amount Outstanding of the Notes as at the immediately preceding Payments Report Date (or, in respect of the First Payment Date, the Principal Amount Outstanding of the Notes as at the Issue Date);

CP = the Outstanding Amount of the Collateral Aggregate Portfolio as at the immediately preceding Quarterly Settlement Date;

R = the Debt Service Reserve Amount calculated with reference to the relevant Payment Date.

Cash Trapping Condition

Means, with reference to each Payment Date prior to the service of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio exceeds, as the immediately preceding Quarterly Settlement Date, the percentages set out in the percentage column below against the corresponding Payment Date:

Payment Date falling on	**%**
September 2023	3.25%
December 2023	3.25%
March 2024	3.75%
June 2024	4.50%
September 2024	5.00%
December 2024	6.00%
March 2025	6.50%
June 2025	6.50%

September 2025	7.50%
Thereafter	7.50%

Upon occurrence of a Cash Trapping Condition, the Issuer Available Funds available after payments of items (i) to (xi) of the Pre-Enforcement Priority of Payments will be provisioned into the Payments Accounts and shall form part of the Issuer Available Funds to be applied on any succeeding Payment Dates.

Class B Notes Interest Subordination Event

Means, with reference to each Payment Date before the delivery of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio as at the immediately preceding Quarterly Settlement Date exceeds 35%, provided that no Class B Notes Interest Subordination Event shall be deemed to have occurred if the Class B Notes are the Most Senior Class of Notes outstanding.

Upon occurrence of a Class B Notes Interest Subordination Event, payment of Interest Amounts due on the Class B Notes shall be subordinated to the payment of principal on the Class A Notes in accordance with the Pre-Enforcement Priority of Payments.

Sec Reg Report Date

Means, the date falling within one month following each Payment Date, provided that the first Sec Reg Report Date will fall on 27 October 2023.

6. REPORTS

Quarterly Servicer's Report

Under the Servicing Agreement, the Servicer has undertaken to prepare, on each Quarterly Servicer's Report Date, the Quarterly Servicer Report, setting out detailed information in relation to, *inter alia*, the Collections and the Recoveries in respect of the Receivables comprised in the Aggregate Portfolio (including the information required by Articles 7(1)(a) and 22(4) of the Securitisation Regulation and the applicable Regulatory Technical Standards).

Investment Account Bank Report

Under the Cash Allocation, Management and Payment Agreement, the relevant parties have agreed that the Investment Account Bank (if appointed in accordance with the Cash

Allocation, Management and Payment Agreement) shall prepare, no later than one Business Day prior to each Quarterly Servicer Report Date (or at any time upon request by the Representative of the Noteholders or the Calculation Agent), the Investment Account Bank Report setting out details of the Eligible Investments.

Payments Report

Under the Cash Allocation, Management and Payment Agreement, the Calculation Agent has undertaken to prepare on each Payments Report Date the Payments Report setting out, inter alia, the Issuer Available Funds and each of the payments and allocations to be made by the Issuer on the immediately following Payment Date, in accordance with the applicable Priority of Payments.

Investors Report

Under the Cash Allocation, Management and Payment Agreement, the Calculation Agent has undertaken to prepare on each Investor Report Date the Investors Report setting out certain information with respect to the Notes.

Regulatory Investor Report

Under the Cash Allocation, Management and Payment Agreement, the Calculation Agent has undertaken to prepare within 15 (fifteen) Business Days prior to each Sec Reg Report Date the Regulatory Investor Report with all the information set out in the provisions of Article 7, paragraph 1, letter (e) of the Securitisation Regulation as specified by the applicable Regulatory Technical Standard and to the relevant technical standards which, from time to time, will be in force.

Upon receipt of the Regulatory Investor Report from the Calculation Agent, the Originator shall make available the Regulatory Investor Report on the Securitisation Repository, within the Sec Reg Report Date.

Inside Information and Significant Event Report

Under the Cash Allocation, Management and Payment Agreement, the Calculation Agent has undertaken to prepare within 15 (fifteen) Business Days prior to each Sec Reg Report Date the Inside Information and Significant Event Report setting out certain information with respect to significant events relating to the Securitisation (including the information requested under Article 7, paragraph 1, letters (f) and (g) of the Securitisation Regulation) which, for the avoidance of doubts, shall include the occurrence of a Trigger Event and any event which trigger any change and/or amendment in the applicable Priority of Payments.

Upon receipt of the Inside Information and Significant Event Report from the Calculation Agent, the Originator shall make available the Inside Information and Significant Event Report on the Securitisation Repository.

Loan Tape

Under the Intercreditor Agreement, the Reporting Entity has undertaken to prepare, within each Sec Reg Report Date, a report (the "**Loan Tape**"), and make it available also through the Servicer through the Securitisation Repository, in accordance with Articles 7(1)(a) and 22(5) of the Securitisation Regulation and any implementing regulation or technical standards adopted by the European Commission and any applicable or binding guidance of any regulatory, tax or governmental authority.

7. TRANSFER AND ADMINISTRATION OF THE AGGREGATE PORTFOLIO

Master Transfer Agreement

On 5 September 2022, the Issuer entered with the Originator into the Master Transfer Agreement, pursuant to which the Originator has transferred - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Articles 1 and 4 of the Securitisation Law and Article 58 of the Consolidated Banking Act - to the Issuer **(i)** an initial portfolio of Receivables purchased on 5 September 2022 and complying with the Common Criteria and the Initial Portfolio Specific Criteria (the "**Initial Portfolio**"), **(ii)** a first subsequent portfolio of Receivables purchased on 5 December 2022 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**First Subsequent Portfolio**") and **(iii)** a second subsequent portfolio of Receivables purchased on 6 March 2023 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**Second Subsequent Portfolio**", and together with the First Subsequent Portfolio, the "**Subsequent Portfolios**"), in each case, pursuant to the terms of the Master Transfer Agreement and the relevant deeds of transfer entered into from time to time between the Issuer and the Originator in compliance with the terms of the Master Transfer Agreement (the "**Deeds of Transfer**").

The Initial Portfolio, plus the First Subsequent Portfolio, plus the Second Subsequent Portfolio but less the Repurchased Receivables, the "**Aggregate Portfolio**".

The Master Transfer Agreement will be amended and supplemented under the Master Amendment Agreement.

Pools

The Aggregate Portfolio comprises Receivables deriving from Lease Contracts of the following assets:

(a) **Pool No. 1**: vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts;

(b) **Pool No. 2**: instrumental assets (e.g. machineries, equipment and/or plants);

(c) **Pool No. 3**: real estate assets; and

(d) **Pool No. 4**: ships, vessels, airplanes or trains.

Eligibility Criteria

The Receivables comprised in the Aggregate Portfolio assigned to the Issuer satisfy, as of the relevant Valuation Date, the following criteria:

(i) with respect to the Initial Portfolio:

(a) the common criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part I (*Criteri Comuni*) of the Master Transfer Agreement (the "**Common Criteria**"); and

(b) the further criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part II (*Criteri Specifici del Portafoglio Iniziale*) of the Master Transfer Agreement for the selection of the Initial Portfolio (the "**Initial Portfolio Specific Criteria**");

(ii) with respect to the Subsequent Portfolios:

(a) the Common Criteria; and

(b) the criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part III (*Criteri Specifici dei Portafogli Successivi*) of the Master Transfer Agreement and the further criteria from time to time agreed between the Issuer and the Originator in accordance with clause 3.3 (*Criteri di selezione dei Crediti inclusi nei Portafogli Successivi*) of the Master Transfer Agreement for the selection of each Subsequent Portfolio (the "**Subsequent Portfolio Specific Criteria**").

For further details, see the section entitled "The Aggregate Portfolio".

Residual Optional Instalment

The Residual Optional Instalment is the residual price (*riscatto*) due from a Lessee at the end of the contractual term of a Lease Contract (if the Lessee elects to exercise its option to purchase the related Asset) the Receivables of which have been assigned under the terms of the Master Transfer Agreement.

The Purchase Price of the Residual Optional Instalment of each Receivable shall not be paid by the Issuer on the Issue Date out of the proceeds arising from the issuance of the Notes and shall be paid by the Issuer to the Originator on a deferred basis in respect of each Payment Date and with respect to each Receivable, in an amount equal to the Residual Optional

Instalment of such Receivable collected by the Issuer upon the exercise by the relevant lessee of the option to purchase the relevant Asset.

The Residual Optional Instalment collected with respect to each Receivable, will not form part of the Issuer Available Funds and will be paid by the Issuer to the Originator outside of the applicable Priority of Payment, subject and limited to the amount actually collected by the Issuer.

Therefore, the cash-flows generated by the assets backing the Notes do not comprise leasing receivables with residual value leases.

Purchase Price

Initial Purchase Price

The Initial Purchase Price agreed upon by the Originator and the Issuer is equal to:

(i) with respect to the Initial Portfolio, Euro 891,348,911.29 corresponding to the Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the relevant Valuation Date;

(ii) with respect to the First Subsequent Portfolio, Euro 287,336,758.49 corresponding to the Outstanding Principal of the Receivables comprised in the First Subsequent Portfolio as at the relevant Valuation Date; and

(iii) with respect to the Second Subsequent Portfolio, Euro 211,443,578.15 corresponding to the Outstanding Principal of the Receivables comprised in the Second Subsequent Portfolio as at the relevant Valuation Date.

Residual Optional Instalment

The amount due to the Originator as Purchase Price of the Residual Optional Instalment shall be paid solely through the relevant Residual Optional Instalment received by the Issuer and shall be paid on the Payment Date immediately following the Quarterly Settlement Period on which such Residual Optional Instalment was received by the Issuer in accordance with the provisions of the Cash Allocation, Management and Payment Agreement.

The Residual Optional Instalment shall not be part of the Issuer Available Funds and the relevant Purchase Price of the Residual Optional Instalment will be paid to the Originator outside of the applicable Priority of Payments and solely upon the effective collection by the Issuer.

Deferred Purchase Price

The amount due to the Originator as Deferred Purchase Price shall be paid, following the relevant Transfer Date, by the Issuer on each Payment Date falling after the date of completion of the formalities and, in any case, using the Issuer Available Funds as at such date and in accordance with the applicable Priority of Payments. Moreover, the Parties acknowledged that the obligation to pay the Deferred Purchase Price is future and uncertain.

Representation and Warranties in relation to the Aggregate Portfolio

Under the Master Transfer Agreement, the Originator has given certain representations and warranties to the Issuer in relation to, inter alia, itself and the Receivables comprised in the Aggregate Portfolio and have agreed to indemnify the Issuer in respect of certain liabilities incurred by the Issuer as a result of the purchase and ownership of such Receivables.

Aggregate Portfolio Call Option

Pursuant to the Master Transfer Agreement, the Issuer has granted to the Originator a call option pursuant to which the Originator will have the option to purchase from the Issuer the Receivables which are comprised in the Aggregate Portfolio as of the date on which the call option is exercised by the Originator.

Servicing Agreement

On 5 September 2022, the Issuer and the Servicer entered into the Servicing Agreement, pursuant to which Alba Leasing, as Servicer, has agreed to administer and service the Receivables comprised in the Aggregate Portfolio in accordance with the terms thereof and in compliance with the Securitisation Law.

The Servicing Agreement will be amended and supplemented under the Master Amendment Agreement.

The Servicer will be the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" pursuant to Article 2, paragraph 3(c) of the Securitisation Law and, therefore, shall take the responsibility provided for by Article 2, paragraph 6 *bis*, of the Securitisation Law.

Corporate Services Agreement

On 5 September 2022, the Issuer, the Corporate Services Provider, the Servicer and the Representative of the Noteholders entered into the Corporate Services Agreement, pursuant to which the Corporate Services Provider has agreed to provide the Issuer with certain administrative and corporate services.

The Corporate Services Agreement will be amended and supplemented under the Master Amendment Agreement.

Repurchase Agreement

On 25 May 2023, the Issuer and the Originator entered into the Repurchase Agreement, pursuant to which the Originator has repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in the Repurchase Agreement (the "**Repurchased Receivables**").

Under the Repurchase Agreement, the Originator has agreed to pay to the Issuer by way of wire transfer into the Collection Account - within the Issue Date - a repurchase price equal to Euro 3,766,849.17, provided that the parties thereto (and the other parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation) shall have the right to agree that the payment of the repurchase price of the Repurchased Receivables will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties. The repurchase of the Repurchased Receivables will be perfected by way of publication by the Originator of a notice of assignment (*avviso di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023.

8. OTHER TRANSACTION DOCUMENTS

Intercreditor Agreement

On 22 June 2023, the Issuer, the Representative of the Noteholders, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter, the Junior Notes Underwriter and the Other Issuer Creditors entered into the Intercreditor Agreement, pursuant to which the Issuer, the Representative of the Noteholders, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter, the Junior Notes Underwriter and the Other Issuer Creditors have agreed to, *inter alia*:

(a) the application of the Issuer Available Funds, in accordance with the applicable Priority of Payments;

(b) the limited recourse nature of the obligations of the Issuer; and

(c) the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Aggregate Portfolio.

Cash Allocation, Management and Payment Agreement

On 22 June 2023, Issuer, the Calculation Agent, the Account Bank, the Paying Agent, the Cash Manager, the Originator, the Servicer, the Back-Up Servicer, the Corporate Services Provider and the Representative of the Noteholders entered into the Cash Allocation, Management and Payment Agreement, pursuant to which the Calculation Agent, the Account Bank, the

Paying Agent and the Cash Manager have agreed to provide the Issuer with certain agency services and certain calculation, notification and reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of the Accounts.

Pursuant to the terms of the Cash Allocation, Management and Payment Agreement, amounts standing from time to time to the credit of the Investment Account may be invested in Eligible Investments in accordance with the terms thereof.

Back-Up Servicing Agreement

On 22 June 2023, the Issuer, Banca Finanziaria Internazionale S.p.A., Agenzia Italia S.p.A., Trebi Generalconsult S.r.l. and the Servicer entered into the Back-Up Servicing Agreement, pursuant to which the Back-Up Servicer has agreed to act as substitute servicer subject to, *inter alia*, the appointment of Alba Leasing as Servicer being terminated, in accordance with the terms of the Servicing Agreement and has delegated the execution of certain administrative activities to Agenzia Italia S.p.A. and Trebi Generalconsult S.r.l., each of which has been appointed as Sub-Back-Up Servicer in accordance with the terms thereof.

Letter of Undertaking

On 22 June 2023, the Issuer, the Representative of the Noteholders and the Originator entered into the Letter of Undertaking, pursuant to which the Originator has undertaken to provide the Issuer with all necessary monies in order for the Issuer to pay certain losses, costs, expenses or liabilities indicated therein.

Quotaholder Agreement

On 22 June 2023, the Issuer, the Representative of the Noteholders and the Sole Quotaholder entered into the Quotaholder Agreement, pursuant to which the Sole Quotaholder has given certain undertakings in relation to the management of the Issuer and the exercise of its rights as Sole Quotaholder of the Issuer.

Stichting Corporate Services Agreement

On 22 June 2023, the Issuer, the Stichting Corporate Services Provider and the Sole Quotaholder entered into the Stichting Corporate Services Agreement pursuant to which the Stichting Corporate Services Provider has agreed to provide certain administrative and financial services to the Quotaholder.

Senior Notes Subscription Agreement

On 22 June 2023, the Issuer, the Joint Arrangers, the Senior Notes Underwriters, the Originator and the Representative of the Noteholders entered into the Senior Notes Subscription Agreement pursuant to which each of the Senior Notes Underwriters has agreed, upon the terms and subject to the conditions specified therein, to subscribe:

(a) with reference to the Class A1 Notes Underwriter, the Class A1 Notes; and

(b) with reference to the Class A2 Notes Underwriter, the Class A2 Notes,

pay the relevant Subscription Price.

Mezzanine Notes Subscription Agreement

On 22 June 2023, the Issuer, the Mezzanine Notes Underwriter, the Originator and the Representative of the Noteholders entered into the Mezzanine Notes Subscription Agreement pursuant to which the Mezzanine Notes Underwriter has agreed, upon the terms and subject to the conditions specified therein, to subscribe the Class B Notes and pay the relevant Subscription Price.

Junior Notes Subscription Agreement

On 22 June 2023, the Issuer, the Junior Notes Underwriter, the Originator and the Representative of the Noteholders entered into the Junior Notes Subscription Agreement pursuant to which the Junior Notes Underwriter has agreed, upon the terms and subject to the conditions specified therein, to subscribe the Class J Notes and pay the relevant Subscription Price.

Master Definitions Agreement

On 22 June 2023, the Issuer and all the other parties of the Transaction Documents entered into the Master Definitions Agreement pursuant to which the definitions of certain terms used in the Transaction Documents have been set out.

Master Amendment Agreement

On 25 May 2023, the Issuer and all the other parties of the Warehouse Phase of the Securitisation (including the existing holders of the Notes Warehouse) entered into a master amendment agreement (the "**Master Amendment Agreement**"), the parties thereto have agreed to implement the following transactions (subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date):

(i) early redeem the Notes Warehouse and to apply the net proceeds of the issuance of the Notes in order to, *inter alia*, early redeem the Notes Warehouse;

(ii) carry out certain activities to discharge the Issuer in respect of its obligations and liabilities concerning the the Warehouse Phase of the Securitisation and the Notes Warehouse;

(iii) make certain amendments to the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement in connection with, *inter alia*, the early redemption of the Notes Warehouse and the issuance of the Notes; and

(iv) terminate by way of mutual agreement (*risoluzione consensuale*) all the transaction documents entered into in the context of the Warehouse Phase of the Securitisation, other than the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement which will be amended under the Master Amendment Agreement.

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RISK FACTORS

The following is a description of certain aspects of the issue of the Notes of which prospective Noteholders should be aware. However, it is not intended to be exhaustive and prospective Noteholders should make their own independent valuation of all of the risk factors and should also read the detailed information set forth elsewhere in this Prospectus and in the Transaction Documents and reach their own views prior to making any investment decision.

Investing in the Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may, exclusively or concurrently, occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. 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.

In addition, whilst the various structural elements described in this Prospectus are intended to lessen some of the risks discussed below for the Noteholders, there can be no assurance that these measures will be sufficient to ensure that the Noteholders of any Class receive payment of interest or repayment of principal from the Issuer on a timely basis or at all.

Moreover, although the various risks discussed in below are generally described separately, prospective investors in the Notes should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor may be significantly increased as there are many circumstances in which layering of multiple risks with respect to the Aggregate Portfolio and the Notes may magnify the effect of those risks.

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.

1. <u>CATEGORY OF RISK FACTORS 1:</u> RISK FACTORS RELATED TO THE ISSUER

1.1. Liquidity and Credit Risk

The Issuer is subject to the risk of delay arising between the scheduled payment dates and the date of receipt of payments due from the Lessees. The Issuer is also subject to the risk of default in payments by the Lessees, and the failure of the Servicer to collect and recover sufficient funds in respect of the Aggregate Portfolio in order to enable the Issuer to discharge all the amounts payable under the Notes.

Even if certain mitigants have been set up in the context of the Transaction, in the form of credit and liquidity support, there can be no assurance that the levels of collections and recoveries received from the Aggregate Portfolio together with the liquidity supports will be adequate to ensure that the Issuer will punctually and completely pay any amounts due under the Notes.

Finally, in some circumstances (including after service of a Trigger Notice), the Issuer could attempt, or be required, to sell the Aggregate Portfolio. Even in this case, the Issuer cannot ensure that the amount received in respect of such sale would be sufficient to pay interest and repay the principal of the Notes in full.

1.2. Issuer's ability to meet its obligations under the Notes

As of the Issue Date, the Issuer will not have any significant assets other than the Aggregate Portfolio and the other Issuer's Rights. The ability of the Issuer to meet its obligations in respect of the Notes will depend on the extent of Collections and Recoveries which will be received from the Aggregate Portfolio and any other amounts which will be paid to the Issuer pursuant to the terms of the Transaction Documents to which it is a party.

There is no assurance that, over the life of the Notes or at the redemption date of the Notes (whether on the Final Maturity Date, upon redemption by acceleration of maturity following the delivery of a Trigger Notice, or otherwise), there will be sufficient funds to enable the Issuer to pay interest and repay the principal of the Notes in full.

Indeed, the Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. After the Notes have become due and payable following the delivery of a Trigger Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of Noteholders of the Issuer's Rights under the Transaction Documents. If there are not sufficient funds available to the Issuer to pay interest and repay the principal of the Notes in full, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts.

1.3. No independent investigation in relation to the Aggregate Portfolio

None of the Issuer, the Joint Arrangers, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter nor any other party to the Transaction Documents (other than the Originator) has undertaken or will undertake any investigation, searches or other actions to verify the details of the Aggregate Portfolio sold by the Originator to the Issuer, nor has any such party undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtor.

None of the Issuer, the Joint Arrangers, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter nor any other party to the Transaction Documents (other than the Originator) has carried out any due diligence in respect of the Lease Contracts in order to, without limitation, ascertain whether or not the Lease Contracts contain provisions limiting the transferability of the Receivables.

The Issuer will rely instead on the representations and warranties given by the Originator in the Master Transfer Agreement. The remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Receivable will be (a) the requirement that the Originator indemnifies the Issuer for the damage deriving therefrom or (b) the repurchase of the relevant Receivable in relation to which a misrepresentation has occurred. There can be no assurance that the Originator will have the financial resources to honour such obligations. In particular, the obligations to pay the repurchase price or indemnify the Issuer undertaken by the Originator under the Master Transfer Agreement are unsecured claims of the Issuer and no assurance can be given that the Originator will pay the relevant amounts if and when due.

For further details, please see the section entitled "*Summary of Principal Documents*".

1.4. Limited enforcement rights

The Rules of the Organisation of the Noteholders limit the ability of individual Noteholders to commence proceedings against the Issuer by conferring on the Meeting of the Noteholders the power to resolve on the ability of any Noteholder to commence any such individual actions.

Only the Representative of the Noteholders may pursue the remedies available under general law or under the Transaction Documents to obtain payment of the obligations of the Issuer deriving from any of the Transaction Documents and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of such obligations, save as provided by the Rules of the Organisation of the Noteholders.

Notwithstanding the above, no guarantee can be given on the fact that the parties to the Transaction will comply with the contractual provisions which have been inserted in the relevant Transaction Documents in order to limit the ability of individual Noteholders to commence multiple proceedings against the Issuer. The starting of multiple enforcement proceedings against the Issuer in breach of the contractual provisions of the Transaction may have a negative impact on the ability of the Issuer to fulfil its obligations in favour of all Noteholders who will have no further actions available in respect of any such unpaid amounts.

1.5. Servicing of the Aggregate Portfolio

The Aggregate Portfolio have been serviced by the Alba Leasing, previously as owner of the Receivables, and following the transfer of the Receivables to the Issuer, as Servicer pursuant to the Servicing Agreement. The net cash flows from the Aggregate Portfolio may be negatively affected by decisions made, actions taken and the collection procedures adopted pursuant to the provisions of the Servicing Agreement by the Servicer (or any permitted successors or assignees appointed under the Servicing Agreement and the Back-Up Servicing Agreement). Accordingly, any delay or inability by the Servicer to carry out its obligations and service the Aggregate Portfolio may negatively affect the net cash flows of the Aggregate Portfolio.

Furthermore, the performance by the Issuer of its obligations, in respect of the Notes, is dependent on the solvency of the Servicer (or any permitted successors or assignees appointed under the Servicing Agreement and the Back-Up 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. Any delay or inability by the various agents and counterparts of the Issuer to pay the Issuer such amounts may ultimately and negatively affect payments on the Notes.

In order to mitigate the servicing risk in respect of the Aggregate Portfolio, the Back-Up Servicer has been appointed before the Issue Date; however it is not certain that, in case of termination of the appointment of the Servicer under the Servicing Agreement, the Back-Up Servicer will be able to or will fulfill its obligations to service the Aggregate Portfolio. No assurance can therefore be given as to outcome of such inability of the Back-Up Servicer to service the Aggregate Portfolio on the Issuer and on the Transaction or whether a substitute servicer would service the Aggregate Portfolio on the same terms as those provided for in the Servicing Agreement since the ability to fully perform the required services will depend, *inter alia*, on the information, software and record available to it at the time of its appointment.

For further details see the section headed "*Summary of Principal Documents*".

1.6. Certain material interests

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.

Any of the Joint Arrangers, the Senior Notes Underwriters and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Originator and their respective affiliates in the ordinary course of business. Certain parties to the Transaction, such as the Originator, may perform multiple roles. Alba Leasing is, in addition to being the Originator, also the Servicer, the Cash Manager, the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter and the Junior Notes Underwriter. Banca Finanziaria Internazionale S.p.A. is acting as Representative of the Noteholders, Calculation Agent, Back-Up Servicer and Corporate Services Provider.

The Originator in particular may hold and/or service claims against the Debtors other than the Receivables. Even though under the Servicing Agreement the Servicer has undertaken to renegotiate the terms of the Lease Contracts and/or enter into settlement agreements with the Debtors only having regard primarily to the interests of the Issuer and the Noteholders, it cannot be excluded that, in certain circumstances, a conflict of interest may arise with respect to other relationships with the same Debtors.

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. In addition, Alba Leasing in its capacity as Class J Notes Underwriter and in general as holder of any Class of Notes, may exercise its voting rights subject to the exceptions described under the Rules in respect of the Notes held by it also in a manner that may be prejudicial to other Noteholders. In this regard, however, prospective investors shall consider that in certain circumstances, better described under the Rules, those Notes which are for the time being held by the Originator shall (unless and until ceasing to be so held) be deemed not to remain "outstanding".

No assurance can therefore be given as to the outcome of any parties to the Transaction Documents acting while in conflict of interest, and on the outcome of such actions on the Issuer, on the Transaction and eventually on the ability of the Issuer to pay interest and repay the principal of the Notes in full. Conflict of interest may indeed influence the performance by the parties to the Transaction Documents of their respective obligations under the Securitisation and ultimately affect in a negative way the interests of the Noteholders.

2. CATEGORY OF RISK FACTORS 2: RISK FACTORS RELATED TO THE NOTES

2.1. Ratings of the Rated Notes

The ratings assigned to the Rated Notes by the Rating Agencies take into consideration the structural and legal aspects associated with the Rated Notes and the underlying receivables, the credit quality of the receivables, the extent to which the borrowers' payments under the receivables are adequate to make the payments required under the Rated Notes as well as other relevant features of the structure, including the credit situation of certain parties involved in the Transaction. The Rating Agencies' ratings reflect only the view of that Rating Agency. Each rating assigned to the Rated Notes addresses the likelihood of full and timely payment to the holders of the Rated Notes of all payments of interest on the notes when due and the ultimate repayment of principal on the final maturity date of the Rated Notes.

It is not certain whether the receivables and/or the Rated Notes will perform as expected or whether the ratings will be reduced, withdrawn or qualified in the future as a result of a change of circumstances, deterioration in the performance of the receivables, errors in analysis or otherwise. None of the Issuer, the Originator, (or its affiliates) will be obliged to replace or supplement any credit enhancement or to take other action to maintain the ratings of the Rated Notes.

A change in rating methodology or future events, including events affecting certain parties involved in the Transaction such as the Account Bank and the Servicer could also have an adverse effect on the rating of the Rated Notes.

The ratings do not address, among others, the following:

(i) possibility of the imposition of Italian or European withholding taxes;

(ii) the marketability of the Rated Notes, or any market price for the Rated Notes; or

(iii) whether an investment in the Rated Notes is a suitable investment for a Noteholder.

The Issuer has not requested a rating of the Rated Notes by any rating agency other than the Rating Agencies. However, credit rating agencies other than the Rating Agencies could seek to rate the Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those unsolicited 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 and UK regulated investors (such as investment firms, insurance and reinsurance undertakings, UCITS and certain hedge fund managers) are restricted from using a rating issued by a credit rating agency established in the European Union or the United Kingdom for regulatory purposes unless such credit rating agency is registered, or endorsed by a rating agency, under the CRA Regulation or the UK CRA Regulation. As of the date of this Prospectus, all the Rating Agencies are incorporated in the European Union and have been registered in compliance with the requirements of Regulation (EC) No 1060/2009 of the CRA Regulation.

A rating is therefore not a recommendation to purchase, hold or sell the Rated Notes. Also in light of all the above, 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 Rated 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 Rated Notes.

2.2. Yield to maturity, weighted average life of the Notes and payment considerations

The yield to maturity and the weighted average life of the Notes will depend on, *inter alia*, the amount and timing of repayment of principal under the Receivables (including prepayments and proceeds from the sale of the Assets upon termination of the Lease Contracts).

In addition to the above, the yield to maturity and the weighted average life of the Notes will depend on a number of factors, among which, the rate of prepayment, delinquency and default on the Receivables, the exercise by the Originator of its right to repurchase individual Receivables or the outstanding Aggregate Portfolio pursuant to the Master Transfer Agreement, the renegotiation by the Servicer of any of the terms and conditions of the Lease Contracts in accordance with the provisions of the Servicing Agreement and/or the exercise of the Optional Redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation* - *Optional Redemption*).

The Impact of the factors above cannot be predicted and are influenced by a wide variety of economic, social and other factors, including prevailing market interest rates and margin offered by the banking system, the availability of alternative financing and local and regional economic conditions and recently enacted legislation which simplifies the refinancing of loans and possible future legislations enacted to the same purpose. Therefore, the impact of the above on the yield to maturity and the weighted average life of the Notes cannot be predicted and may therefore not meet – in a negative way - the expectations of the Noteholders.

2.3. Interest rate risks

The Receivables have or may have (following, *inter alia*, renegotiations) interest payments calculated on a fixed rate basis or a floating rate basis (which may be different from the

EURIBOR applicable under the Rated Notes, and may have different fixing mechanism), whilst the Rated Notes will bear interest at a rate based on the EURIBOR determined on each Interest Determination Date, subject to and in accordance with the Terms and Conditions. As a result, there could be a rate mismatch between interest accruing on the Rated Notes and on the Aggregate Portfolio, which could determine a potential negative impact on the ability of the Issuer to timely and fully pay interest amounts due under the Notes. No hedge transactions have been entered into between the Issuer in order to hedge the interest rate risk and as a result of such unhedged mismatch, a change in the level of the EURIBOR could adversely impact the ability of the Issuer to make payments on the Rated Notes.

93.51% of the aggregate Outstanding Principal of the Receivables as at 13 May 2023 (the "**Relevant Cut-Off Date**") derives from Lease Contracts with a floating interest rate indexed to 1mEuribor, 3mEuribor or 6mEuribor, while only 6.49% of the aggregate Outstanding Principal of the Receivables as at the Relevant Cut-Off Date derives from Lease Contracts with a fixed interest rate.

With reference to the floating rate Lease Contracts included in the Aggregate Portfolio, the analysis of the historical gap between different Euribor indices has led to the conclusion that the basis risk of mismatch among 1mEuribor and 6mEuribor and 3mEuribor (which is the index to which interest on the Senior Notes and the Mezzanine Notes is linked) is limited and not material and would not have a negative impact on the Senior Notes and the Mezzanine Notes (also on the basis of the structural features described in paragraphs (i) and (ii) below).

With reference to the fixed rate Loans included in the Aggregate Portfolio, the potential risk due to the increasing interest scenario on the liability assets is in part mitigated by:

(i) the analysis of the current interest rate forward curve for 3mEuribor (which is the index to which interest on the Senior Notes and the Mezzanine Notes is linked) which suggests that no hedging instrument is required on the basis that such index will remain below the weighted average fixed rate component of the Aggregate Portfolio during the expected weighted average life of the Senior Notes and the Mezzanine Notes also when considering some increasing interest rate stress scenarios;

(ii) the credit enhancement due to the subordination of the different Classes of Notes; and

(iii) the fact that the Securitisation benefits from a single priority of payments that combines interest and principal proceeds: the principal proceeds generated by the amortisation of the Aggregate Portfolio can be used to cover also the interest payments due on the Senior Notes and the Mezzanine Notes.

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

Although the Issuer believes that the structural features of the Securitisation and the characteristics of the Aggregate Portfolio are such that the credit enhancement furnished by the above elements adequately mitigate the above described risks, there can, however, be no assurance that any such features will ensure timely and full receipt of interest amounts due under the Notes. Perspective investors should therefore take into consideration the potential negative impact that any mismatch between interest accruing on the Rated Notes and on the Aggregate Portfolio may have on the ability of the Issuer to timely and fully pay interest amounts due under the Notes.

2.4. EU reform of "benchmarks" (including EURIBOR and other interest rate index and equity, commodity and foreign exchange rate indices)

The Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" ("**Benchmarks**") are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to a Benchmark.

Any of the international, national or other reforms (or proposals for reform) or the general increased regulatory scrutiny of Benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements.

Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. The disappearance of a Benchmark or changes in the manner of administration of a Benchmark could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting (if listed) or other consequence in relation to Notes linked to such Benchmark. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

The "Terms and Conditions of the Notes" provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a rate determined by the Servicer in consultation with the Issuer and the Representative of the Noteholders, and that such rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark. In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. In addition, due to the uncertainty concerning the availability of rates, the relevant fallback provisions may not operate as intended at the relevant time. If the Servicer, in consultation with the Issuer and the Representative of the Noteholders, determines that amendments to the "Terms and Conditions of the Notes" and the other Transaction Documents are necessary to ensure the proper operation of any rate and/or adjustment spread or to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority, then such amendments shall be made without any requirement for the consent or approval of Noteholders, as provided by Condition 7.9 (*Fallback Provisions*).

Any such consequences could have an adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the of Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the of Notes. Investors should consider these matters with their own independent advisers when making their investment decision with respect to the relevant of Notes linked to or referencing a benchmark.

2.5. Suitability

Structured securities, such as the Rated Notes, are sophisticated instruments, which can involve a significant degree of risk and no communication (written or oral) received from the Issuer, the Servicer, the Originator or the Joint Arrangers, or the Class A1 Notes Underwriter or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Rated Notes.

Accordingly, prospective investors should determine whether an investment in the Rated 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 Rated Notes and to arrive at their own evaluation of the investment.

Investment in the Rated Notes is only suitable for investors who:

(i) have the requisite knowledge and experience in financial and business matters to evaluate such merits and risks of an investment in the Rated Notes;

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

(iii) are capable of bearing the economical risk of an investment in the Rated Notes; and

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

Therefore, prospective investors in the Rated Notes (i) should make their own independent decision whether to invest in the Rated Notes and whether an investment in the Rated Notes is appropriate or proper for them, based upon their own judgement and upon advice from such advisers as they may deem necessary, and (ii) should not rely on or construe any communication (written or oral) of the Issuer or the Originator or the Servicer or the Joint Arrangers or the Class A1 Notes Underwriter as investment advice or as a recommendation to invest in the Rated Notes, it being understood that information and explanations related to the Terms and Conditions shall not be considered to be investment advice or a recommendation to invest in the Rated Notes.

If an investor does not properly assess the nature of the Notes and the extent of its exposure to the relevant risks before making its investment decision, it may take exposure towards a financial instrument not suitable for its risk appetite and tolerance.

2.6. Absence of secondary market and limited liquidity

There can be no assurance that there is an active and liquid secondary market for the Rated Notes. The Rated Notes have not been and will not be registered under the U.S. 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 U.S. Securities Act and applicable state securities laws.

Although an application has been made to the Euronext Dublin for the Rated Notes to be admitted to the official listing and trading on its regulated market, there can be no assurance that a secondary market for the Rated Notes will develop or, if a secondary market does develop in respect of any of the Rated Notes, that it will provide holders of the Rated Notes with the liquidity of investments or that it will continue until the final redemption or cancellation of such Rated Notes. In addition, illiquidity means that a Noteholder may not be able to find a buyer to buy its Notes readily or at prices that will enable the Noteholder to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Notes. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes.

Over the past several years, major disruptions in the global financial markets caused a significant reduction in liquidity in the secondary market for asset-backed securities. Volatility remains due to several factors, including the level and sustainability of the sovereign debt of several European countries. It is not certain whether future events will occur that could have an adverse effect on the liquidity of the secondary market. Limited liquidity in the secondary market may have an adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any of these fluctuations may be significant and could result in significant losses to Noteholders.

2.7. The Representative of the Noteholders and conflicts of interests between holders of different Classes of Notes and between Other Issuer Creditors

The Terms and Conditions and the Intercreditor Agreement contain provisions regarding the fact that, even if the Representative of the Noteholders shall, as regards the exercise and performance of all its powers, authorities, duties and discretion, have regard to the interests of all Class of Noteholders and the Other Issuer Creditors provided that if, in the opinion of the Representative of the Noteholders (i) there is a case of conflict between their interests, the Representative of the Noteholders will have regard solely to the interests of the Noteholders; or (ii) there is a conflict between the interests of the holders of different Classes, the Representative of the Noteholders will consider only the interests of the holders of the Most Senior Class of Notes then outstanding; or (iii) if there is a conflict between the interests of the Other Issuer Creditors, then the Representative of the Noteholders shall have regard to the interests of whichever of the Other Issuer Creditors ranks higher in the Priority of Payment for the payment of the amounts therein specified.

Therefore, as of the date of this Prospectus, no assurance can be given as to which interest the Representative of the Noteholders will regard higher in specific circumstances during the duration of the Transaction. As a consequence, in certain circumstances, the interests of certain Classes of Notes may not be taken into account, with negative impact on the expectations of the relevant Noteholders and, therefore, the contractual and economic position of such Noteholders.

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

3.1. Effect on Lease Contracts of Insolvency of the Lessees or the Originator

Article 59 of Legislative Decree No. 5 of 9 January 2006 amended the Italian Bankruptcy Law by introducing a supplemental Article 72-*quater* to the Italian Royal Decree No. 267 of 16 March 1942 (*Disciplina del fallimento, del concordato preventivo, dell'amministrazione controllata e della liquidazione coatta amministrativa*) (now Article 177 of the Italian legislative decree No. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*) ("**Article 177**") specifically regulating the impact of the insolvency of a lessee or a lessor under financial lease agreements.

In the event of termination of the contract, the lessor is entitled to the restitution of the leased asset and is obliged to pay to the official receivership the difference, if any, between: (a) the higher amount received by the lessor from the sale or from some other disposal of the leased asset; and (b) the outstanding claims of the lessor in respect of the principal under the lease contract, provided that, however, any instalments paid by the lessee prior to the insolvency are not subject to claw-back, in accordance with Article 67, third paragraph, item (a) of the Italian Bankruptcy Law (i.e., Article 167 of the Italian legislative decree No. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), as subsequently amended and supplemented).

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

With reference to the bankruptcy of companies authorised to carry out financial activity in the form of financial leases (such as the Originator), Article 177 provides that the contract continues; the lessee maintains the option to purchase, on the expiry of the contract, the leased asset, subject to the payment of the relevant instalments and the agreed purchase price.

In addition to the above, Law Decree No. 83 of 27 June 2015 (*Misure urgenti in materia, fallimentare, civile e processuale civile e di organizzazione e funzionamento dell'amministrazione giudiziaria*) converted into law by Law No. 132 of 6 August 2015 (the "**Decree No. 83**") has added a new paragraph to Article 169-*bis* of the Italian Bankruptcy Law (i.e., Article 97 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), as subsequently amended and supplemented), in order to provide a specific discipline in relation to the consequences of the termination of financial leasing contracts. In particular, it has been provided that, in case of termination of a financial leasing contract, the lessor will have the right to receive the leased property back and must pay to the lessee the difference (if any) between the higher amount deriving from the sale of such leased property or the other use of it and the outstanding capital amount owed by the lessee to the lessor. When paid, any such sum will become part of the bankruptcy estate. The lessor will have a claim towards the lessee for a credit equal to the difference between the credit held on the date the application is filed and the revenues derived by way of new use of the leased property.

Perspective investors should be aware that the above mentioned provisions may have a negative impact on the future cashflows of the Transaction and on the ability of the Issuer to pay interest and principal of the Notes.

3.2. Macroeconomic risk resulting from the military escalation in Ukraine

Throughout 2021, the Russian military build-up along the border of Ukraine has escalated tensions between the Russian Federation (Russia) and Ukraine and strained bilateral relations. These events have continued in 2022 with Russia commencing a full-scale military invasion of Ukraine on 24 February 2022.

Following the invasion of Ukraine, the European Union, the member countries of the North Atlantic Treaty Organization (NATO), and other countries and organizations have imposed sanctions on Russia (including some Russian entities and individuals) affecting multiple sectors - particularly the financial sector, public debt, capital markets, exports and imports, air transport, maritime transport, trade in certain products, payment systems, etc. In turn, Russia has reciprocally implemented sanctions on some of these countries generally impacting the same sectors.

Moreover, the immediate consequences of the war in Ukraine but also Western sanctions against Russia are already having a strong negative impact on many economies, which is likely to intensify if the conflict is protracted. The direct consequences of this war include continued supply-chain disruptions and higher commodity prices, which, in conjunction with increased uncertainty and rising risk aversion of market participants and the sharp increase in the cost of energy and raw materials, is a threat to economic growth. In this context, higher inflation is depressing real incomes and weaker financial markets are exacerbating the hit to aggregate demand. Even in the case of a peace agreement between Russia and Ukraine, a full normalization of economic relations between Russia and Western countries should not be expected.

Whilst as of the date of this Prospectus it is not possible to foresee the full impact of the above factors in the global, national or local economy, and consequently the effects they may have on the Issuer and the Notes, the continuation of the Russia-Ukraine conflict may affect in particular: (i) the ability of some Lesses to make full and timely payments due under their Leases and (ii) third parties ability to perform their obligations under the Transaction Documents to which they are a party (including any failure arising from circumstances beyond their control).

3.3. Rights of set-off of the Lessees

Under general principles of Italian law, the Lessees are entitled to exercise rights of set-off in respect of amounts due under any Lease Contract against any amounts payable by the Originator to the relevant Lessee.

The assignment of the receivables under the Securitisation Law is governed by Article 58, paragraphs 2, 3 and 4 of the Consolidated Banking Act. According to the prevailing interpretation of such provisions, such assignment becomes enforceable against the relevant debtors as of the later of (a) the date of the publication of the notice of assignment of the relevant Receivables in the Official Gazette and (b) the date of its registration in the competent Companies' Register. Accordingly, any exercise of set-off rights from the Lessees before completion of such formalities may be validly enforced against the Issuer, having a negative impact on its recoveries and, therefore, its ability to pay interest and repay principal under the Notes.

Notwithstanding the fact that, under the terms of the Master Transfer Agreement, the Originator has agreed to indemnify the Issuer in respect of any failure to collect or recover Receivables as a result of the exercise by any Debtor (or a receiver of any of the foregoing) of a right of set-off, the Issuer would still be subject to a risk of non-recovery from the Originator of the amounts subject to set-off.

3.4. Right to future receivables

Under the terms of the Master Transfer Agreement, the Originator has undertaken to transfer to the Issuer the proceeds deriving from the sale of the leased Asset under any Lease Contract which has been early terminated, or the receivables deriving from a new lease contract entered into in relation to such leased Asset. In the event that the Originator is or becomes insolvent, the court will treat the Issuer's claims to such future sale proceeds or receivables under any such new lease contract as "future" receivables. The Issuer's claims to any future receivables: (a) that have not yet arisen at the time of the Originator's admission to the relevant insolvency proceedings; or (b) which have arisen at such time but in respect of which the transfer formalities have not been completed before such date, might not be effective and enforceable against the insolvency receiver of the Originator and therefore may have a negative impact on the recoveries and cash flows of the Issuer and, therefore, its ability to pay interest and repay principal under the Notes.

3.5. Class A Notes as Eligible Collateral for ECB liquidity and/or open market transactions

After the Issue Date the Class A Noteholders may apply with a central bank in the Eurozone to record the Class A Notes as eligible collateral, within the meaning of the Guideline (EU) 2015/510 of the European Central Bank ("**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy, as subsequently amended, supplemented and replaced from time to time (the "**ECB Guidelines**"), for liquidity and/or open market transactions carried out with such central bank.

In this respect, perspective investors should be aware that under the Securitisation, the Originator will assign to the Issuer the Residual Optional Instalment; the Issuer will not pay the consideration for the assignment of the "Residual Optional Instalment" out of the proceeds arising from the issue of the Notes. The collections relating to the Residual Optional Instalment, once collected, will be paid to the Originator, as "Purchase Price of the Residual Optional Instalment", outside of the applicable Priority of Payments subject and limited to the amount actually collected by the Issuer (please make reference to paragraph *"Transfer and administration of the Aggregate Portfolio" - "Residual Optional Instalment"*).

According to the above, the Residual Optional Instalment, even if assigned to the Issuer, should not be considered as collateral backing the Notes for the purpose of the Securitisation, as the cash-flows generated thereunder are not part of the Issuer Available Funds and must be returned to the Originator outside of the applicable Priority of Payments.

Even if a transfer of Residual Optional Instalment is made, it is expected this should not impair the qualification of the Class A Notes as eligible collateral, provided that all other requirements as set out in the applicable ECB guidelines are complied with.

Since the assessment and/or decision as to whether the Class A Notes qualify as eligible collateral for liquidity and/or open market transactions rests with the relevant central bank, no assurance may be given about the compliance of the Class A Notes with the eligibility criteria set out for such purpose. Accordingly, any perspective investor should assess independently the eligibility of the Class A Notes.

In the event that the Class A Notes are not recognised (or cease to be recognised) as an eligible collateral for Eurosystem operations, the holders of the Class A Notes would not be able to access the ECB collateralized funding. In such case, there is no assurance that the holders of the Class A Notes will find alternative sources of funding or, should such alternative sources be found, these will be at equivalent economic terms compared to those applied by the ECB. Indeed, in case of limited secondary market, should the Class A Notes not be recognised (or cease to be recognised) as an eligible collateral for Eurosystem operations, the Noteholders will not be able to refinance such instruments through the ECB purchase programme; the Class A Notes would not be qualified for liquidity and/or open market transactions, rendering such instruments potentially illiquid.

3.6. Claw back risks

Under Italian law, the enforcement of obligations of a party or the effects of the performance of such obligations may be affected or limited by any limitations arising from administration, bankruptcy, receivership, insolvency, liquidation, reorganisation and similar laws generally affecting the rights of creditors. The Issuer is therefore subject to the risk that the assignment of the Receivables made by the Originator to the Issuer pursuant to the Master Transfer Agreement may be clawed-back (*revocato*) in case of insolvency of the Originator.

However, Securitisation Law provides for certain exceptions to the above described general claw back regime in respect of the transfer of the Receivables from the Originator to the Issuer. More in particular, with respect to the assignment of the Receivables from the Originator to the Issuer, the 1-year and the 6-month hardening periods as provided for by Article 67 of the Italian Bankruptcy Law (i.e., Article 166 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), as subsequently amended and supplemented) - during which the assignment may be revoked (*revocato*) upon application by a receiver -, are reduced to 6 months and 3 months, respectively, by the Securitisation Law. Furthermore, the Italian insolvency laws do not contain severe claw back provisions within the meaning of Articles 20(1), 20(2) and 20(3) of the Securitisation Regulation.

In respect of the above, the delivery of the solvency certificates and the *certificati di vigenza* in respect of the Originator, dated on or about the date of assignment of the Receivables, may help in assuming that - as of the date thereof - no pending bankruptcy or insolvency procedure nor application for liquidation has been registered with the competent register of enterprises, in respect of the Originator, pursuant to the applicable provisions of law.

Notwithstanding the above, perspective investors should be aware that Article 2901 of the Italian Civil Code - in respect of the so-called ordinary revocation regime - provides that a creditor can, even in cases in which the credit is subject to a condition or a term, ask that the acts by which the debtor has disposed of her/his assets and prejudiced the rights of the creditor be declared ineffective against him; in such case, two conditions are essential to be able to start a claw-back action procedure: 1) the debtor was aware of the prejudice her/his act would cause the creditor or the act had the fraudulent purpose of creating prejudice to the creditor's right; 2) the third person involved in the non gratuitous act of disposal should be aware of the prejudice to the creditor. Perspective investors should be aware that Article 2901 of the Italian Civil Code may apply to the assignment of the Receivables to the Issuer and, therefore, have a negative impact of its ability to pay interest and repay principal under the Notes.

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

4.1. Italian Usury Law

Italian Law No. 108 of 7 March 1996 ("*Disposizioni in materia di usura*") (the "**Usury Law**") introduced legislation preventing lenders from applying interest rates equal to or higher than rates (the "**Usury Rates**") set every three months on the basis of a Decree issued by the Italian Treasury. In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (i) they are disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate usually applied for similar transactions) and (ii) the person who paid or agreed to pay was in financial and economic difficulties. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the Usury Rates. In certain judgements issued during 2000, the Italian Supreme Court (*Corte di Cassazione*) ruled that the Usury Law applied both to loans advanced prior to and after the entry into force of the Usury Law.

On 29 December 2000, the Italian Government issued law decree No. 394 (the "**Decree 394**"), converted into law by the Italian Parliament on 28 February 2001, which clarified the uncertainty about 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 Rates at the time when the loan agreement or any other credit facility was entered into or the interest rate was agreed.

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

To solve such a contrast between different Italian Supreme Court (*Corte di Cassazione*) decisions, a recent decision by the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (n. 24675 dated 18 July 2017) finally stated that interest rates which were compliant with the Usury Rate as at the time of the execution of the financing agreements but exceeded such threshold thereafter, are lawful also from a civil law perspective, falling outside of the scope of the Usury Law.

Moreover, the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (n. 19597 dated 18 September 2020) stated that, in order to assess whether a loan complies with the Usury Law, also default interest rates shall be included in the calculation of the remuneration to be compared with the Usury Rates. In this respect, should that remuneration be higher than the Usury Rates, only the 'type' of rate which determined the breach shall be deemed as null and void. As a consequence, the entire amount referable to the rate which determined the breach of said threshold shall be deemed as unenforceable according to the last interpretation of the Supreme Court.

In this respect, due to the recent date of this latest decision, it remains unclear how such decision will be applied by the merit courts. Therefore, no assurance can be given as to the impact of application by the merits courts of the usury provisions on interest rates relating to the Lease Agreement that give rise to the Receivables assigned to the Issuer. If the Usury Law were to be applied to the Notes, the amount payable by the Issuer to the Noteholders may be subject to reduction, renegotiation or repayment. The occurrence of such event shall reduce the amount of collections and recoveries of the Issuer with a negative impact of its ability to pay interest and repay principal under the Notes.

4.2. Compounding of interest (*Anatocismo*)

Pursuant to Article 1283 of the Italian Civil Code, in respect of a monetary claim or receivable, accrued interest may be capitalised after a period of not less than six months or 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 to the contrary. Banks and other financial institutions 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. However, a number of recent judgements from Italian courts (including judgements from the Italian Supreme Court (*Corte di Cassazione*) have held that such practices may not be defined as customary practices. Consequently if Debtors were to challenge this practice, it is possible that such interpretation of the Italian Civil Code would be upheld before other courts in the Republic of Italy and that the returns generated from the relevant Mortgage Loans may be prejudiced. Therefore, potential investors should be aware of the potential negative impact of application by the merits courts of such interpretation of the Italian Civil Code on the recoveries and cash flows of the Issuer.

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

Finally, Article 17 bis of law decree 18 of 14 February 2016 as converted into Law no. 49 of 8 April 2016 amended Article 120, paragraph 2, of the Consolidated Banking Act, providing that the accrued interest shall not produce further interests, except for default interests, and are calculated exclusively on the principal amount. On 8 August 2016, the decree no. 343 of 3 August 2016 issued by the Minister of Economy and Finance, in his quality of President of the CICR, implementing Article 120, paragraph 2, of the Consolidated Banking Act, has been published. Given the absence of any jurisprudential interpretation, the impact of such new legislation may not be predicted as at the date of this Prospectus, and may have a potential negative impact on the Aggregate Portfolio. Indeed, if Debtors were to challenge this practice, it is possible that such interpretation of the Italian Civil Code would be upheld before other courts in the Republic of Italy and that the returns generated from the relevant Lease Contracts may be prejudiced. The occurrence of such event shall reduce the amount of collections and recoveries of the Issuer with a negative impact of its ability to pay interest and repay principal under the Notes.

4.3. Bank Recovery and Resolution Directive

On 2 July 2014, the Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Banks Recovery and Resolution Directive**" or "**BRRD**") entered into force.

The BRRD provides competent authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

On 16 November 2015, the Italian Government issued Legislative Decrees No. 180 and 181 implementing the BRRD in Italy (the "**BRRD Implementing Decrees**"). The BRRD Implementing Decrees entered into force on the date of publication on the Italian Official Gazette (i.e. 16 November 2015), save that: (i) the bail-in tool applies from 1 January 2016;

and (ii) a "depositor preference" granted for deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SME's applies from 1 January 2019.

With respect to the BRRD Implementing Decrees, Legislative Decree No. 180 of 16 November 2015 ("**Decree No. 180**") sets forth provisions concerning resolution plans, the commencement and closing of resolution procedures, the adoption of resolution measures, crisis management related to cross-border groups, powers and functions of the national resolution authority and also regulating the national resolution fund. On the other hand, Legislative Decree No. 181 of 16 November 2015 ("**Decree No. 181**") introduces certain amendments to the Consolidated Banking Act and the Consolidated Financial Act concerning recovery plans, intra-group financial support, early intervention measures and changes to creditor hierarchy. Decree No. 181 also amends certain provisions regulating proceedings for extraordinary administration ("*amministrazione straordinaria*") and compulsory administrative liquidation ("*liquidazione coatta amministrativa*") in order to render the relevant proceedings compliant with the BRRD.

In line with the provisions set forth under the BRRD, Decree No. 180 contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business; (ii) bridge institution; (iii) asset separation; and (iv) bail-in - which grants resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims to shares or other instruments of ownership (the "**General Bail-In Tool**"), which equity could also be subject to any future application of the General Bail-In Tool.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorization; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The EU Banking Reform Package includes Directive (EU) 2019/879, which provides for a number of significant revisions to the BRRD (known as BRRD2). BRRD2 provides that Member States are required to ensure implementation into local law by 28 December 2020 with certain requirements applying from January 2022.

The powers set out in the BRRD and Decree No. 180, and the changes to the BRRD under BRRD2, will impact on how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

Banks and investment firms being party to the Transaction Documents are subject to the provision of BRRD as implemented in the country of the relevant entity. Therefore, in case any bank or investment firm being party to the Transaction Documents is subject to a resolution, the exercise of the powers by the relevant resolution authority may negatively affect the Transaction Documents, the rights and obligations of the parties thereto and, ultimately, the Securitisation and the ability of the Issuer to fulfil its payment obligations under the Notes.

The BRRD 2 is subject to transposition in Italy by means of the European Delegation Law (Law No. 53/2021) of 22 April 2021 in the implementation of which a draft Legislative Decree transposing BRRD II has been filed in August 2021 with the competent Parliament Committees for their examination.

4.4. Regulatory framework

The Issuer is subject to a complex regulation (including Securitisation Law) and supervisory activity which are subject, respectively, to no or limited interpretation, continuous updates and practice developments.

Furthermore, the Issuer is required to comply with further provisions issued by CONSOB.

The Issuer, besides the supranational and national rules and the primary or regulatory rules of the financial sector, is also subject to specific rules on anti-money laundering, usury and consumer protection.

Although the Issuer undertakes to comply with the set of rules and regulations, any changes of the rules and/or changes of the interpretation and/or implementation of the same by the competent authorities could give rise to new burdens and obligations for the Issuer, with possible negative impacts on the operational results and the economic and financial situation of the Issuer.

4.5. The Securitisation Regulation and the UK Securitisation Regulation

The Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019. The Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope.

The UK Securitisation Regulation (which largely mirrors, with some adjustments, the Securitisation Regulation) applies in the UK (subject to the temporary transitional relief being available in certain areas) from the end of the transition period in the Brexit process at the start of 2021.

Investors should be aware that each of the Securitisation Regulation and the UK Securitisation Regulation restricts institutional investors (credit institution, investment firm, insurance undertaking, Alternative Investment Funds and 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 6 of the Securitisation Regulation and Article 6 of the UK Securitisation Regulation. In addition, each of Article 5 of the Securitisation Regulation and Article 5 of the UK Securitisation Regulation requires an EU or UK regulated credit institution, before becoming exposed to the risks of a securitisation, and as appropriate thereafter, to be able to demonstrate to the competent authorities, for each securitisation transaction, that it has a comprehensive and thorough understanding of the key terms and risks of the transaction and it has undertaken certain due diligence in respect of, amongst other things, its note position and the underlying exposures and that procedures are established for such activities to be conducted on an on-going basis.

Pursuant to Article 270(a) of the CRR (as introduced by Regulation (EU) No. 2401/2017), where an institution does not meet the requirements in Chapter 2 of the Securitisation Regulation 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 1250%) which shall apply to the relevant securitisation positions in the manner specified in the CRR.

The Securitisation Regulation provides that the Originator shall not select assets to be transferred to the Issuer with the aim of rendering losses on the assets transferred to the Issuer, measured over the life of the Securitisation, or over a maximum of 4 years where the life of the Securitisation is longer than four years, higher than the losses over the same period on assets comparable to the ones transferred to the Issuer and held on the balance sheet of the Originator. Where the competent authority finds evidence suggesting contravention of that prohibition, the competent authority shall investigate the performance of assets transferred to the Issuer and comparable assets held on the balance sheet of the Originator. If the performance of the transferred assets is significantly lower than that of the comparable assets held on the balance sheet of the Originator as a consequence of the intent of the Originator, the competent authority shall impose a sanction pursuant to Articles 32 and 33 of the Securitisation Regulation. No assurance can be given as to the potentially negative impact of any such sanction on the Transaction.

However, whereas number 11 of the Securitisation Regulation clarifies that the obligation above should not prejudice in any way the right of originators to select assets to be transferred to the securitisation special purpose entities (as defined in the CRR, "**SSPE**") that *ex ante* have a higher-than-average credit-risk profile compared to the average credit-risk profile of comparable assets that remain on the balance sheet of the originator, as long as the higher credit-risk profile of the assets transferred to the SSPE is clearly communicated to the investors or potential investors.

In light of the above, the Portfolio may render losses over the life of the Securitisation higher than the losses over the same period on comparable assets held on the balance sheet of the Originator. In this respect, in Master Transfer Agreement the Originator has represented and warranted that, pursuant to Article 6, paragraph 2 of the Securitisation Regulation, the Originator has not selected the Receivables transferred to the Issuer with the aim of rendering losses on these Receivables, measured over the life of the Securitisation, higher than the losses over the same period on comparable assets held on the balance sheet of the Originator.

Finally, the Securitisation Regulation also aims at creating common foundation criteria to identify the so called "STS securitisations".

On 22 August 2018, ESMA published its Final Report on securitisation disclosure technical standards (RTS/ITS) which included draft reporting templates, but on 31 January 2019, ESMA published a document headed "*Opinion regarding amendments to ESMA's draft regulatory technical standards on disclosure requirements under the Securitisation Regulation which included revised draft reporting templates*". On 16 October 2019, the Regulatory Technical Standards relating to the transparency obligations have been adopted by the EU Commission and have been transposed in Delegated Regulation (EU)

2020/1224.

The Securitisation Regulation applies to the fullest extent to the Notes. Moreover, the Securitisation complies with the mandatory provisions set out by the UK Securitisation Regulation as in effect at the Issue Date, provided that, with respect to the transparency requirements set forth under Article 7 of the UK Securitisation Regulation, the Securitisation complies with the transparency requirements set out by the UK Securitisation Regulation as in effect at the Issue Date, only to the extent that such transparency requirements of the UK Securitisation Regulation are aligned to the ones provided under the Securitisation Regulation. In particular, **(a)** the Originator (acting as Reporting Entity) shall not be required to comply with the transparency requirements set forth under Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date) in case such transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the UK Securitisation Regulation are different from or other than those transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the Securitisation Regulation and **(b)** in the event set forth in letter (a) above and/or in case the information made available to investors by the Originator (acting as Reporting Entity) in accordance with Article 7 of the Securitisation Regulation and the applicable Regulatory Technical Standards is no longer considered by the relevant UK regulators to be sufficient in assisting UK investors in complying with the UK due diligence requirements under Article 5 of the UK Securitisation Regulation, the Originator has agreed that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK investors in connection with the compliance by such UK investors with such UK due diligence requirements. For further details, please see the section headed "*Description of Principal Documents*".

Furthermore, the Securitisation aims to fulfil the requirements of Articles 19 up to and including 22 of the Securitisation Regulation in order for the Securitisation to qualify as an STS securitisation; whereas, the Securitisation does not aim to fulfil the requirements of the UK Securitisation Regulation in order for the Securitisation to qualify as an STS securitisation under the UK Securitisation Regulation.

The Originator will notify on or about the Issue Date the Securitisation to ESMA in compliance with Article 27 of the Securitisation Regulation. Even if the Securitisation will be notified to ESMA in compliance with Article 27 of the Securitisation Regulation, no assurance can be provided that the Securitisation will qualify as an STS securitisation under the Securitisation Regulation.

Although the Securitisation has been structured to comply with the requirements for STS securitisations, and STS compliance has been verified by PCS on the Issue Date, no guarantee can be given that it (i) has (by virtue of such verification alone) this status throughout its lifetime, (ii) does or continues to comply with the Securitisation Regulation, and (iii) will remain at all times in the future included in the list published by ESMA as referred to in Article 27(5) of the Securitisation Regulation. Non-compliance with STS may result in higher capital requirements for investors. Furthermore, non-compliance could result in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Originator which may be payable or reimbursable by the Issuer or the Originator. As each of the Priority of Payments do not foresee a reimbursement of the Issuer for the payment of any of such administrative sanctions and/or remedial measures, the repayment of the Notes may be negatively affected.

Prospective and relevant investors are required to independently assess and determine the sufficiency of the information described above, contained in this Prospectus or made available by the Issuer and the Originator for the purposes of complying with any relevant requirements and none of the Issuer, the Corporate Services Provider, the Reporting Entity, the Joint Arrangers, the Servicer, the Originator or any of the other transaction parties makes any representation that the information described above or otherwise in this Prospectus is sufficient in all circumstances for such purposes.

Various parties to the Securitisation are subject to the requirements of the Securitisation Regulation and the UK Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements, including in particular with regard to Article 6 (*Risk retention*) of the Securitisation Regulation and Article 6 (*Risk retention*) of the UK Securitisation Regulation. The Regulatory Technical Standards relating to the risk retention requirements are not yet in final form. Therefore, the final scope of its application, the compliance of the securitisation described in this Prospectus with the same is not assured. Prospective investors must make their own decisions in this regard. On the other hand, the Regulatory Technical Standards relating to the transparency obligations have been adopted by the EU Commission and have been transposed in Delegated Regulation (EU) 2020/1224.

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

4.6. Risks from reliance on verification by PCS

The Originator has used the services of PCS, a third party authorised pursuant to Article 28 of the Securitisation Regulation, to verify whether the Securitisation complies with Articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements has been verified by PCS on or about the Issue Date. However, none of the Issuer, Alba Leasing (in its capacity as Originator, Servicer and Reporting Entity), the Joint Arrangers, the Corporate Servicer and any other party to the Transaction gives any explicit or implied representation or warranty (i) that the Securitisation will comply with the Securitisation Regulation, (ii) that such securitisation will be recognised or designated as “STS” or “simple, transparent and standardised” within the meaning of Article 18 of the Securitisation Regulation.

The verification by PCS does not affect the liability of the Originator and the Issuer in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of such verification by PCS shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding PCS’ verification of compliance of a securitisation with Articles 19 to 22 of the Securitisation Regulation, such verification by PCS does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. A verification does not remove the obligation placed on investors to assess whether a securitisation labelled as “STS” or “simple, transparent and standardised” has actually satisfied the criteria. Investors must not solely or mechanistically rely on any STS notification or PCS' verification to this extent.

The Originator has included in its notification pursuant to Article 27(1) of the Securitisation Regulation (if any), a statement that compliance of the Securitisation with Articles 19 to 22 of the Securitisation Regulation has been verified by PCS.

The designation of the Securitisation as an STS-securitisation is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under MiFID II and it is not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the U.S. Securities Exchange Act of 1934 (as amended and supplemented).

By designating the Securitisation as an STS-securitisation, no views are expressed about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes.

Therefore, no investor should rely on such assessment in determining the status of any securitisation in relation to capital requirements and must make its own determination. Non-compliance with the status of an STS-securitisation may result in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Originator. Any of such administrative sanctions and/or remedial measures may affect the ability of the Issuer to fulfil its payment obligations under the Notes.

4.7. Investor compliance with due diligence requirements under the Securitisation Regulation and the UK Securitisation Regulation

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

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

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

The institutional investor due diligence requirements described above apply in respect of the Notes. With respect to the commitment of the Originator to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer, the Originator or another relevant party (see sections headed "*Description of Principal Documents*"). Institutional investors are required to independently assess and determine the sufficiency of the information described elsewhere in this Prospectus for the purposes of complying with Article 5 of the Securitisation Regulation and of the UK Securitisation Regulation and any corresponding national measures which may be relevant to investors.

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

4.8. U.S. risk retention requirements

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

The Transaction is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the Issuer for the purposes of compliance with the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption for non-U.S. transactions provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the ABS interests (as defined in Rule 2 of the U.S. Risk Retention Rules) are issued) of all classes of ABS interests (as defined in Rule 2 of the U.S. Risk Retention Rules) issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

Prior to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first disclose to the Originator that it is a Risk Retention U.S. Person and obtain the written consent of the Originator, which will be monitoring the level of Notes purchased by, or for the account or benefit of, Risk Retention U.S. Persons. Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S. There can be no assurance that the requirement to obtain the Originator's written consent to the purchase of any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether failure of the transaction to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may negatively affect the Notes or their market value. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the sponsor to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

None of the Issuer, the Joint Arrangers, the Class A1 Notes Underwriter nor any of the other parties of the Securitisation or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transaction described in this Prospectus complies with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

4.9. The "anti-deprivation" principle

The validity of contractual priorities of payments such as those contemplated in this transaction (the Priority of Payments) has been challenged recently in the English and U.S. courts. The hearings have arisen due to the insolvency of a secured creditor (in that case a swap counterparty) 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 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 were an essential part of the transaction understood by the parties and did not contravene the anti-deprivation principle.

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 England and Wales 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 negatively affect the rights of the Noteholders, the market value of the Rated Notes and/or the ability of the Issuer to satisfy all or any of its obligations under the Rated Notes.

4.10. Volcker Rule

Under the Notes Subscription Agreements, the Issuer has represented that (i) it is not, and after giving effect to the offer and sale of the Rated Notes and the application of the proceeds thereof as described in this Prospectus, will not be an "investment company" as such term is defined in the Investment Company Act, as a result of its reliance on the exemption from the definition of "investment company" set forth in Section 3(c)(7) of the Investment Company Act; and (ii) it is not, and after giving effect to the offer and sale of the Notes and the application of the proceeds thereof as described in this Prospectus, will not be a "covered fund" within the meaning of the regulations adopted to implement Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**") because the Issuer may rely on an exception from the "covered fund" definition provided for entities involved in the securitisation of loans. Such qualification has not and will not be assessed by any Joint Arranger, Class A1 Notes Underwriter, Class A2 Notes Underwriter or Originator nor any of their respective affiliates and no representation or warranty nor any advice is given or deemed given in this respect by any of them to anyone. 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. Any prospective investor, 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 potentially negative effects of the Volcker Rule on the Transaction.

5. CATEGORY OF RISK FACTORS 5: RISK FACTORS RELATED TO TAX MATTERS

5.1. Tax treatment of the Issuer

According to the guidelines issued by the Italian tax authorities with the Circular Letter of 6 February 2003, No. 8/E, no taxable income should accrue to the Issuer in the context of the transfer to the Issuer of the Aggregate Portfolio and the securitisation transaction. Such conclusion is based on the fact that, during the securitisation process, 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 the Economy and Finance or another competent authority may issue further regulations, letters or rulings relating to Securitisation Law which might negatively alter or affect the tax position of the Issuer as described above, with possible negative consequences on the performance of the Securitisation, since this could adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

5.2. Registration tax on transfer of receivables

A transfer of receivables falls within the scope of VAT 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.

Should the Italian tax authorities argue that the transfer of receivables does not fall within the scope of VAT, a 0.5% registration tax (pursuant to the provisions of Article 6 of Tariff - Part I attached to Presidential Decree of 26 April 1986, No. 131 and Article 49 of the above mentioned Presidential Decree) would be payable on the nominal value of the transferred receivables in case of registration (even in case of use pursuant to Article 6 of the Presidential Decree of 26 April 1986, No. 131) of the transfer agreement or of any other agreement recalling the transfer agreement which is executed by the same parties and subject to registration, pursuant to *enunciazione* principle provided for by Article 22 of the same Presidential Decree. Perspective investors should therefore take into consideration that, in such cases of registration or use of the transfer agreement or of other agreements pursuant to the *enunciazione* principle, the relevant application of the 0.5% registration tax on the nominal value of the transferred receivables could negatively impact the performance of the Securitisation reducing the cash flows available to the Issuer to meet its payment obligations on the Notes.

5.3. Substitute tax under the Notes

Payments of interest and other proceeds under the Notes may in certain circumstances, described in the section headed "Taxation" of this Prospectus, be subject to a Decree 239 Deduction. In such circumstance, any beneficial owner of an interest payment relating to the Notes of any Class will receive amounts of interest payable on the Notes net of a Decree 239 Deduction. Decree 239 Deduction, if applicable is levied at the rate of 26 per cent., or such lower rate as may be applicable under the relevant double taxation treaty if applicable.

In the event that any Decree 239 Deduction or any other deduction or withholding for or on account of tax is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, the Issuer shall not be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts that the same Noteholders shall 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. As a result, investors may receive amounts that are less than expected. Perspective investors should therefore be aware of the potential negative result of such lack of gross-up or compensation by the Issuer on the expected amounts to be received by the Noteholders.

5.4. U.S. foreign account tax compliance act withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements.

A number of jurisdictions (including Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change.

Holders of Notes should consult their own tax advisors about the application of FATCA and how rules may apply to, or affect payments to be received under the Rated Notes or any other payments to be made by parties to this transaction. If a FATCA Withholding were to be deducted with respect to payments on the Notes, no person will be required to pay additional amounts. As a result, investors may receive amounts that are less than expected.

6. CATEGORY OF RISK FACTORS 6: OTHER RISKS

6.1. Change of law

The structure of the Securitisation and, *inter alia,* the issue of the Notes and the rating assigned to the Class A Notes and the Class B Notes are based on Italian law, 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 that Italian law, tax or administrative practice will not change after the Issue Date or that any such change will not negatively impact the structure of the Securitisation and the treatment of the Notes.

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

6.2. Political and economic Developments in the Republic of Italy and European Union

Global economic and political conditions are volatile and growth may not be sustainable for a specific period of time.

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

On 31 January 2020 ("**exit day**"), the UK withdrew from the EU. Pursuant to Articles 126 and 127 of the Article 50 of the Treaty on European Union of the intention to withdraw from the European Union (the "**Article 50 Withdrawal Agreement**") that entered into force on exit day, the UK entered an implementation period during which it negotiated its future relationship with the EU under the political declaration that accompanied the Article 50 Withdrawal Agreement. During such implementation period - which ended at 11 p.m. UK time (midnight CET) on 31 December 2020 (the implementation period completion day, or "**IP completion day**") - EU law generally continued to apply in the UK.

Following such negotiations, on 24 December 2020 the UK and the EU concluded a free trade agreement known as the 'UK-EU Trade and Cooperation Agreement' (the "**TCA**"), which has been approved by the European Parliament on 27 April 2021 and entered into force on 1 May 2021. The TCA, which entered into force (initially on a temporary basis) on IP completion day, is principally a free trade agreement in goods. It does not address in any detail a number of areas, including the cross-border provision of services, the 'passporting' of UK and EU financial institutions, the determination of equivalence between EU and UK financial market regulations, or judicial cooperation in civil matters. In addition, on IP completion day, as a unilateral matter and in order to mitigate the effect of the EU Treaties no longer applying to the UK, the UK incorporated into its law (i.e. grandfathered) the majority of EU law as it stood at IP completion day ("**EU retained law**").

Notwithstanding the conclusion of the Withdrawal Agreement and the TCA by the EU and the UK, and the implementation by the UK of EU retained law, there remain significant uncertainties with regard to the political and economic outlook of the UK and the EU and there are likely to be changes in the legal rights and obligations of commercial parties across all industries, particularly in the services sector (including financial services) following the

UK's exit from the EU.

The exit of the United Kingdom from the European Union, and the possibility that other European Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union or prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on global economic conditions and the stability of international financial markets. These could include further falls in equity markets, a further fall in the value of the pound and, more in general, increase in financial markets volatility, reduction of global markets liquidities. Should any of these circumstances occur, the performance of the Portfolio may deteriorate and, as result, the amounts payable under the Notes might be affected.

THE ORIGINATOR, THE SERVICER AND THE CASH MANAGER

Alba Leasing S.p.A. ("**Alba Leasing**") is authorised and regulated for capital and prudential purposes by the Bank of Italy and enrolled in the register of the financial intermediaries (*albo degli intermediari finanziari*) held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act under No. 32. Accordingly, as of the date of this Prospectus, Alba Leasing complies with the prudential and capital requirements established by the Bank of Italy with respect to such financial intermediaries.

Alba Leasing was established at the beginning of 2010.

The total shareholder capital of Alba Leasing stands at Euro 357.9 million, broken down as follows:

- Banco BPM S.p.A. (39.19%, rated "Baa2" by Moody's and "BBB (high)" by DBRS);
- BPER Banca S.p.A. (33.50%, rated "Baa2" by Moody's and "BBB" by Fitch);
- Banca Popolare di Sondrio S.p.A. (19.26%, rated "BBB-" by Fitch and "BBB" by DBRS); and
- Credit Agricole Italia S.p.A. (8.05%, rated "Aa3" by Moody's, "A+" by S&P and "AA (low)" by DBRS.

Alba Leasing was established with:

- a portfolio of about Euro 4.6 bn lease contracts,
- a staff of specialists with robust expertise in the Italian leasing market.

At the end of 2022, Alba came in 3rd in the ranking compiled by Italy's Leasing Companies Association (Assilea) for new business and ranked 3rd in equipment leasing with a market share of 7.74%.

In spite of challenging market conditions, Alba Leasing outperformed the market for almost the entire 2011-2022 period, with new business growth beating the market year on year.

In 2022, despite geopolitical conditions, Alba performed 1.4% better than the market.

Since 2010, Alba Leasing has originated Euro 15,627 mln in new lease contracts (average ticket size Euro 107.7 k), with the following breakdown:

• Equipment Euro 8,419 mln (53.9%)

• Real estate Euro 3,732 mln (23.9%)

• Automotive Euro 2,691 mln (17.2%)

• Renewable Energy Euro 409 mln (2.6%)

• Other (air/naval/rail) Euro 373 mln (2.4%)

As of December 31, 2022, Alba Leasing had a total gross outstanding lease portfolio of approx. Euro 4.98 bn and a Tier 1 capital ratio close to 9.79%.

Alba Leasing's strategies include:

1) Broad and efficient franchise across Italy featuring:

a) Origination mainly through the approx. 5,300 bank branches in our network,

b) Wide range of lease products tailored to customer needs,

c) Focus on small tickets with limited exposure to the real estate market,

d) Active origination platform leveraging Shareholding Banks (PrestoLeasing) as well as other Partner Banks under bilateral agreements,

2) Operating efficiency through optimized internal procedures, and

3) New internal rating to monitor credit risk and default rates.

4) Sustainability values and principles integrated in the business

The consolidated financial statements of Alba Leasing - which are not incorporated into this Prospectus - for the year 2022 are available at the following web link: https://www.albaleasing.eu/upload/bilanci/Bilancio-consolidato_Alba-Leasing_2022_WEB_EN.pdf.

ALBA LEASING SUSTAINABILITY POLICY

A) STARTING POINT AND COMPANY'S VALUES

For Alba Leasing, the process towards a business model more oriented on the sustainability, moves primarily from the corporate culture on the so-called "ESG" issues. For this reason, Alba Leasing has focused, and will continue to focus, on training, awareness and involvement of its stakeholders.

Relevant to this is the role of the "sustainability policy" (*politica di sostenibilità*) - approved by the Board of Directors of Alba Leasing and subject to annual review - (the "**Sustainability Policy**"), which identifies fundamental values and principles which inspire business activities, compatibly with the protection of the environment, health, safety, people and communities, as well as with the needs of all the stakeholders. For further information regarding the Alba Leasing's Sustainability Policy, please refer to the official website of Alba Leasing at the following page: https://www.albaleasing.eu/politica-di-sostenibilita/.

Furthermore, the elaboration, on a voluntary basis starting from 2018, of the so-called "consolidated non-financial declaration" (*dichiarazione non finanziaria*) (the "**Non-Financial Declaration**"), is an evidence of the Alba Leasing's intention to dedicate and use its resources to the great challenge of the ESG world.

The Non-Financial Declaration - prepared on an annually basis in order to show externally the non-financial performance of Alba Leasing - is subject to verification (limited assurance) by an auditing firm (*società abilitata allo svolgimento della revisione legale dei conti*) and is prepared on the basis of the standards of *Global Reporting Initiative* and on the materiality matrix (*matrice di materialità*). The scope and contents of the Non-Financial Declaration are the results of the disclosure areas as defined in the Italian Legislative Decree No. 254 of 30 December 2016 as well as of the material issues identified by Alba Leasing. This materiality analysis, subject to annual review by Alba Leasing, led to the identification of the following ESG issues as relevant both from an internal and external point of view to Alba Leasing:

- quality of service and digital innovation;
- credit quality;
- management and personal development of employees and the sales network;
- sustainable socio-economic development of businesses;
- innovation of the offer;
- diversity & inclusion;
- reduction of environmental impacts and securing of assets;
- employee health, safety and well-being;
- integrity and transparency in the conduct of the business;
- data privacy.

The 2022 Non-Financial Declaration of Alba Leasing is available at the following page: https://www.albaleasing.eu/upload/DNF_2022_eng_def.pdf.

Alba Leasing shares and fully integrates six of the 17 *Sustainable Development Goals (SDGs)* introduced by the so-called "2030 Agenda" into its business:

- N° 3 ◊ Health and well-being;
- N° 4 ◊ Quality education; N° 5 Gender equality;
- N° 8 ◊ Decent work and economic growth;
- N° 9 ◊ Industry, innovation and infrastructure;
- N° 13 ◊ Acting for the climate.

Starting from 2019, Alba Leasing introduces the figure of the "sustainability manager" (*responsabile della sostenibilità*), having a role of coordination and internal supervision in the area of sustainability.

In 2021, Alba Leasing set up a sustainability committee chaired by the General Manager. Its standing members include senior management as well as the sustainability officer, whose duties include assisting the Board of Directors with assessments and decisions related to ESG issues. This Committee interacts with the other committees in order to ensure the correct alignment of Alba Leasing to the issues of sustainability.

In addition, Alba Leasing, recognizing the importance of the culture of sustainability, held training sessions on ESG issues in the field of technical training. The modules have been designed on the different needs of the business divisions, with the aim of providing useful elements to understand and face the sustainability challenges in place and to seize its opportunities.

During 2022, to oversee sustainability issues, all the members of the Board of Directors, the Board of Auditors and the Chairman were involved in an induction activity on ESG topic. The aim was to strengthen the awareness of corporate governance on the major challenges and trends introduced by the ecological transition.

Moreover, in order to keep the attention of its employees on the subject, Alba Leasing has established a newsletter in which each month will deepen a different theme related to the ESG world, with the aim of stimulating interest, awareness, sense of community and belonging within society. After the great success of the newsletter, Alba with the will to give its tangible support to the Italian community creates "Alba per il sociale". In 2023 the various National and International days will be linked to a strong commitment to the most needy people. This project started in February 2023, in collaboration with Banco Farmaceutico, on the 23rd Day of Drug Collection for which Alba has committed to collect non-prescription drugs to donate to charities.

It then continued in March collecting adhesions for the Milano Relay Marathon: the charity relay, which took place on April 2nd, where participants run in support of a non-profit organization helping to raise funds to be allocated to solidarity projects. Finally, also in March, on the occasion of the national day for the Promotion of Reading it was possible to donate in the workplace used books to support the initiative of bookcrossing and other social cohesion projects of the non-profit organization AmbienteAcqua.

Finally, as recognition for efforts on ESG issues, Alba Leasing for the first time joined the ranking of companies “Leader of Sustainability 2022”: initiative Sole 24 Ore, which rewards the 200 companies that have distinguished themselves for reporting the most efficient, comprehensive and transparent on sustainability topic. In addition, was also included by Corriere della Sera in the “130 Companies more climate-conscious”: the ranking of the most virtuous companies that have polluted less, still managing to grow its revenue.

For further information regarding the Alba Leasing’s Non-Financial Declaration, please refer to the official website of Alba Leasing at the following page: https://www.albaleasing.eu/sostenibilita/.

B) FOCUS ON BUSINESS

Energy efficiency, smart mobility, renewable energy: these are the pillars at the basis of part of the Alba Leasing product offer on the market. The main objective is, therefore, the promotion of products characterized by an ever smaller environmental footprint.

In order to help our customers to take a concrete step towards in the energy transition, the Green 2022 Campaign (RePowerEu) was launched in 2022. The commercial offer, in collaboration with leading players in the sector, such as E.On and Sorgenia, aimed at offering an operating lease contract for the installation of a photovoltaic system on real estate which has already an active contract with our Company. The customers involved have been more than 1,500 and more than the half have shown interest in the initiative and have taken contacts with the supplier in order to finalize the contracts. The initiative was also awarded at the LC Sustainability Awards as one of the best sustainability projects in the financial world.

In addition, at the beginning of 2023, the Company finalised, with Marcegaglia Group, the first sustainability-linked leasing operation in Italy. It consists in 3 instrumental leasing contracts that are part of a form of financing addressed to companies engaged in improving their sustainability profile through the achievement of results based on ESG criteria.

Alba Leasing supports companies in the complex transition process towards a greener model with concrete help. In this mission, the cooperation with the European Investment Bank (the “**EIB**”) was crucial, since enabled Alba Leasing to activate a new plafond intended to support growth projects of SMEs. In particular, a significant percentage of this plafond was used to finance energy efficiency projects and the production of energy from renewable sources, thus assuming a strictly green element.

At last in March 2023, in response to the Supervisory Expectations issued by Bank of Italy in April 2022, has been approved by the Board of Directors a triennial plan 2023-2025 for the integration of the climatic and environmental risks inside the business of the Society.

C) ABOUT THE FUTURE

For Alba Leasing, sustainability is intended as a “path” - i.e., a continuous and evolutionary process that needs to be nurtured over time by requiring the use of resources and energy.

Alba Leasing, in its role as enabler (*abilitatore*) of change, aims in the medium to long term to be able to direct Italian companies towards the use of leasing as a tool to innovate their business and, at the same time, reduce their environmental impact.

To achieve this goal, Alba Leasing has launched analysis to acquire customer assessment metrics consistent with the Paris Agreement and is pursuing the issue of ESG risks, with reference to climate change issue and potential impacts on the business. Functional analysis of projects related to sustainability are underway and in the course of 2022 there will be the development of a new model for the real estate rating, that considers sector risk, geographical risk (seismic risk) and the energy class of the asset. For automotive products, the data relating to the CO_2 weight will be updated. In the medium - long term, this activity will entail the ability to select customers on the basis of green characteristics, carbon identity, transition and climate risk.

Furthermore, from 2023, Alba Leasing will include, among the qualitative objectives of the Remuneration Policy, also those related to sustainable finance and the achievement of ESG objectives in order to drive the Company towards more sustainable behaviours.

Alba Leasing has originated and serviced lease receivables for more than five years, being exposures similar to the Receivables.

The information contained in this section "*The Originator, the Servicer and the Cash Manager*" relates to Alba Leasing and has been obtained from it. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by Alba Leasing, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Alba Leasing since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

CREDIT AND COLLECTION POLICIES AND RECOVERY PROCEDURES

For sake of clarity, please note that the remedies and actions relating to delinquency and default of debtors in accordance with Article 21(9) (Requirements relating to standardisation) of the Securitisation Regulation are specified in the paragraphs (i) "Failure to Pay and Delinquencies", (ii) "Credit Monitoring", and (iii) "Loan history" of this section. With reference to the other items required for the compliance with such Article 21(9), please make reference to schedule 1 (Procedure di Concessione e Riscossione) of the Servicing Agreement.

Credit Approval

Please find below a brief description of the differences in the internal credit process, depending on the type of asset:

1) Transactions approved through the Automatic Credit Process (PADC):

   - The Real Estate, Ships, Vessels, Airplanes and Trains transactions are excluded from the resolution through the PADC, which are all resolved through the PEF (Electronic Approval Workflow for Credit), therefore with a judgmental deliberative process;

   - Auto and equipment leasings, for smaller size, are usually approved through the automatic scoring process (PADC).

2) For equipment leasing with a value higher than €150.000 (also with resolutions through the PADC), the resolution is subject to the positive outcome of the technical analysis.

3) In the case of real estate transactions stipulated through the Presto Leasing agreement, verification of the seller is always performed internally by Alba Leasing.

4) In the case of real estate transactions, the appraisal verification prepared after the resolution is always carried out by the Credit Department, through an internal process called "PAC release", without which it is not possible to proceed with the stipulation of the contract.

Instalments Billing Procedure

The invoicing frequency depends on the instalment payment frequency, and it is managed in a fully automatic mode ("batch").

The automatic procedure calculates the instalment from the original financial plan. Almost all contracts set the instalments due date on the 1st day of the month, with the exception of operating leasing and ex Credito Valtellinese contracts.

Instalments Indexing

Floating contracts envisage the indexing of instalments through "*Ricalcolo*".

Such indexing procedure implies a re-calculation of the financial plan of the contract, with the determination of interest and installment based on an updated parameter. All new originations from Alba Leasing are indexed through "*Ricalcolo*", and their due date is almost all set on the 1st day of the month.

"*Ricalcolo*" indexing is managed through automatic-weekly procedure and is billed accordingly to the instalment payment frequency of the contract.

Payment Process

Direct debit (SDD/RIBA) issuing can occur through an automatic / scheduled process (i) or manually generated by after-sale events that changes the contract amortization plan (ii).

(i). Automatic procedure combines in a single bill all "open items" not yet issued related to a contract.

(ii). The issuance of a SDD/RIBA "generated by events" could occur between two scheduled automatic procedure.

Each SDD / RIBA is characterized by a unique identification code that will allow associating it with its return flow.

Through that identification code it is possible to perform the accounting posting on the client ledger.

Such posting is performed at the date of the financial plan, while bank accounting is performed according to banks calendar.

The accounting department reconcile bank transactions with general accounting on daily basis, through the reconciliation of electronic and hard files.

Reconciliation allows to guarantee proper accounting recognition, monitor / resolve any possible mismatch in the management and control of banking transactions and align Alba's financial and accounting data with banking evidences.

Such monitoring allows to pursue:

- Correct application of contract provision
- Full compliance with laws and regulations
- Verification of anomalies in debt and credit
- Cost estimate for erroneous calculation of value date

Failure to Pay and Delinquencies

The automatic monitoring of “Unsolved” SDD/RIBA flow allows to discern and manage payments failures from delinquencies.

The system recognizes and identifies “failure to pay”. If the client pays with SDD/RIBA, the system is able to makes daily checks and verify the reception of an “Unsolved” flow. Such “failure events” are managed differently between (a) “supposed” failure to pay and (b) “actual” failure to pay:

a) “supposed failure to pay” are managed in order to verify lack of procedural/internal errors which might have triggered the system without involvement of the client

b) In any case, after 60 days, the system automatically considers the file as “actual” failure to pay or Delinquency.

Delinquencies are automatically tracked with Delinquent flow SDD/RIBA. Flow comprehends a unique code that allows to match with the source movement and highlights the reasons for delinquencies (e.g. technical, no funds, etc..).

After the drawing date of the Leasing, all positions are monitored, together with shareholding banks, in order to pin point any early warning and risk.

A rating is assigned on monthly basis, through a proprietary software. The software allows to evaluate the evolution of client’s risk profile.

When the credit worthiness decreases significantly, even if not yet affected by delinquencies, the position is reviewed and put under the status of “observed”. The status indicates that the Lessee is risky even if is paying, thus any origination toward that subject is inhibited, until the status endures.

Credit Monitoring

The payment history of Alba Leasing’s customers is monitored on a continuous basis through an IT automated monitoring system. Lease payments are made through direct payment, by electronic transfer or bank cheque. Defaults in payment, in the case of payment by electronic transfer, are identified within 10 (ten) days upon receipt by Alba Leasing of an electronic default notice from the relevant bank and, following the receipt of such notice, Alba Leasing immediately sends a payment reminder to the customer. Alba Leasing keeps in contact with the customer to inquire about payment or to establish a payment re-schedule, if requested. If a payment re-schedule is granted, Alba Leasing monitors the relevant customer’s performance.

In any case, as part of the recovery actions carried out, all available information will be adequately assessed in order to guarantee the most appropriate and timely qualification of the credit risk and proceed with the possible suspension of invoicing.

The proposed classification of the position as unlikely to pay can be combined with a “pre-termination letter” to the customer, with contextual information to any guarantors.

Subsequently, if there is no possibility of recovering the position, the posting of a non-performing loan and the termination of the contract will be assessed, provided that the conditions envisaged by current legislation on serious non-compliance are met.

With the resolution of the transfer to non-performing and the termination of the contract where applicable, the position is transferred to the Litigation Office for the initiation of the related actions under its jurisdiction.
If the foregoing measures do not lead to a satisfactory outcome, Alba Leasing transfers the lease to its *Ufficio Contenzioso* (Litigation Department) which is in charge of collecting the sums due under the lease or to recover the asset itself, if appropriate. If legal action is necessary to recover any assets, the file is assigned to a law firm to commence legal action to repossess the asset and/or recover any defaulted payments, with written notice to the relevant customer, to the guarantor, if any, and, if appropriate, to the member bank. Alba Leasing pursues any opportunity to settle legal claims.

Loan history

Non-performing leases are classified pursuant to Bank of Italy's guidelines into three categories: (i) leases in delinquency for more than 90 (ninety) consecutive days (also known as "past due"; (ii) leases which are on the watch-list or are delinquent (*unlikely to pay*); and (iii) non performing loans.

"*Outstanding for more than 90 (ninety) days*" includes leases either overdue or overrun by more than 90 (ninety) days.

Classification of a Leasing as "unlikely to pay", prior to the expiration of the terms, is responsibility of the Problem Loans Department which has authority for credit up to € 2,5 mln (for higher amounts it is requested the authorization of other senior department, as showed below). These amounts are referred to the "gross risk" (sum of unpaid amount, interest on arrears and residual debt).

Department & Powers	**Amount**
Board of Directors	Over € 5,000,000
Credit Committee	Up to € 5,000,000
General Manager	Up to € 4,000,000
Head of Non Performing Department	Up to € 1,500,000

Head of “Workout”	Up to € 500,000
Head of “Litigation”	Up to € 500,000
Workout Representative	Up to € 250,000
Litigation Representative	Up to € 250,000

Classification of a Loan as “NPL”, prior to the expiration of the terms is responsibility of the Problem Loans Department which has authority for credit up to € 2,5 mln (for higher amounts it is requested the authorization of other senior department, as showed below). These amounts are referred to the “gross risk” (sum of unpaid amount, interest on arrears and residual debt).

Department & Powers	**Amount**
Board of Directors	Over € 5,000,000
Credit Committee	Up to € 5,000,000
General Manager	Up to € 4,000,000
Head of Non Performing Department	Up to € 1,500,000
Head of “Workout”	Up to € 500,000
Head of “Litigation”	Up to € 500,000
Workout Representative	Up to € 250,000
Litigation Representative	Up to € 250,000

The Credit Risk Department produces a set of management reports on customers who have been included in the bad-loan list during the relevant period, and reports of the customers no longer in default. These reports are verified and any further action or adjustment is performed by the Litigation Department of Alba Leasing.

Information about customers that have been classified as bad debtors by the Bank of Italy is received monthly from the Bank of Italy's Interbank Risk Service, and Alba Leasing routinely cross-refers its internal list of bad leases with the information received from the Bank of Italy. The system of Alba Leasing automatically produces three reports: (1) a report that indicates which customers are classified by Alba Leasing as bad-loan originators but not by the Bank of Italy; (2) a report that indicates which customers are classified by the Bank of Italy as bad-loan originators but not by Alba Leasing; and (3) a report that indicates which customers' guarantors are classified by the Bank of Italy as bad-loan originators.

Each proposed move to the list of bad loans is assessed by the Managers of the Credit Recovery and Litigation Department and reported by the Department's staff on specific data-sheets in the bad-debts' book which is submitted to the Executive Committee of Alba Leasing for approval.

Credit Recovery process

Accounts in arrears are identified by the EPC system.

Payment checks frequency: on a daily basis, the system checks for payments made via SDD/RIBA intercepting any and all missed payments.

Identification of actual arrears: since a payment may have been flagged as arrear due to a procedural or system error, internal checks are run to exclude such possibility. If the payment sits in the EPC arrear bucket for 60 days the system will automatically classify it as an actual arrear

Credit Recovery: both "Large Risks" (above €250k) and "Standard Risks" (up to €250k) are routed through the same credit recovery pathway

- initially collection phone calls are made to the delinquent client by Alba, phone collection companies or the Shareholding Banks, then (ii) the account is transferred to a home collection company that has 30 days + 30 days to collect. The procedure monitors all possible outcomes of credit recovery, i.e. (i) the account returns current, (ii) the account remains delinquent, (iii) the contract is terminated, (iv) the asset is repossessed and (v) a bilateral agreement to sell the asset is made. If Alba's Loan Manager

- does not approve the proposed asset repossession and sale, Legal Affairs Collection * takes over and legal action is started

- Collection: Alba takes out-of-court and in-court actions to collect from delinquent and defaulted clients:

- Legal action is taken:

    - for leases: to recover the asset (court ordered repossession) and obtain the payment of the outstanding amount (court ordered payment);

    - for unsecured loans: to obtain the payment of the outstanding amount (court ordered payment)

- If outstanding debt is lower than €2.5 K, the amount is written off.

- Insolvency proceedings:

- Alba may file claims in insolvency proceedings (bankruptcy, composition with creditors, extraordinary administration, mandatory liquidation) to repossess the asset (recognition of the creditor right of ownership and right to repossess) and obtain the payment of the outstanding amount (recognition of claim as a creditor in bankruptcy and in composition with creditors).

** Included in the NPL Department*

U.O. Restructuring supported by the Alba Leasing Legal Office is in charge of the:

- Analysis and management of contractual remodeling requests (extensions, moratorium) presented by customers;

- Participation in corporate crisis resolution procedures ("Bankruptcy Law" Articles 67 and 182, and the new "Business Crisis and Insolvency Code") and management of the resolution;

- Analysis and management of contractual change requests (takeovers, subleases) presented by non-performing customers;

U.O. Re-marketing is responsible for the recovery, storage and re-location of assets subject to the lease agreements and in particular it is in charge of:

- Estimating costs of removal for financed assets;

- Performing site visits and inspections;

- Managing, following the resolution of the contract, the voluntary handover of assets and / or execute the overt act on the asset with the aid of the bailiff;

- Selling of goods.

The recovery activities of the assets are conducted by a panel of outsourcers specialized by leasing product (Equipment and Real Estate).

The U.O. Re-marketing monitors and manages the entire recovery process, overviewing the outsourcers' activities.

***

THE AGGREGATE PORTFOLIO

1. THE LEASE CONTRACTS

The Lease Contracts have been entered into by Alba Leasing primarily with small and medium size private businesses and other individual entrepreneurs. Generally, the Lease Contracts are based on Alba Leasing's standard form which incorporates certain standard terms and conditions and which contains a description of the asset, the rental payments and any other agreed terms or conditions. The Lease Contracts are substantially similar in general form and content but each is unique to the asset included in the Lease Contract to the extent of its specially negotiated terms and conditions, if any. All of the Lease Contracts require the Lessee to maintain the asset in good working order or condition, to bear all other costs of operating and maintaining the asset, inclusive of payment of taxes and insurance relating thereto and cannot be cancelled by the Lessee.

The Lease Contracts are governed by Italian Law.

The Aggregate Portfolio comprises Receivables deriving from Lease Contracts selected on the basis of the Criteria of the following assets:

(a) "**Pool No. 1**" Receivables originated under Lease Contracts the related Assets of which are vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts.

(b) "**Pool No. 2**" Receivables originated under Lease Contracts the related Assets of which are instrumental assets (e.g. machinery, equipment and/or plants).

(c) "**Pool No. 3**" Receivables originated under Lease Contracts the related Assets of which are real estate assets, and

(d) "**Pool No. 4**" Receivables originated under Lease Contracts the related Assets of which are ships, vessels, airplanes or trains.

Pursuant to the Master Transfer Agreement, the Originator has transferred to the Issuer:

(a) with respect to the Initial Portfolio, only the Instalments due from 1 October 2022 (included);

(b) with respect to the First Subsequent Portfolio, only the Instalments due from 1 January 2023 (included); and

(c) with respect to the Second Subsequent Portfolio, only the Instalments due from 1 April 2023 (included).

2. SELECTION CRITERIA OF THE AGGREGATE PORTFOLIO

Common Criteria

In order to ensure that the Receivables have the same legal and financial characteristics, the Receivables included in the Aggregate Portfolio arise from Lease Contracts which, as at the relevant Valuation Date (or the different date specified in the relevant criterion), met the following criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part I (*Criteri Comuni*) of the Master Transfer Agreement (the "**Common Criteria**"):

(a) have been entered into by Alba Leasing in its quality as lessor of the assets of the leasing contracts;

(b) which provide an effective date of the leasing falling on 1 January 2010 or other later date;

(c) have been denominated in Euro;

(d) in respect of which the first instalment (*canone anticipato*) has been paid by the relevant debtor on the date of execution of the relevant Lease Contract;

(e) in respect of which the instalments are payable by the relevant lessee through SEPA direct debit (SDD);

(f) which provide for the payment of the relevant instalment on a monthly, two-monthly, quarterly or semi-annual basis;

(g) which provide for a fixed interest rate or floating interest rate, and in such latter case, the relevant indexing carried out by way of recalculation (and not by way of adjustment) is linked to one-month Euribor, three-month Euribor or six-month Euribor;

(h) are governed by Italian law (as provided for in the relevant Lease Contract);

(i) have not been entered into:

  (i) pursuant to Law No. 1329 of 28 November 1965 (i.e. "*Legge Sabatini*", as further amended and supplemented) and of Law Decree No. 69 of 21 June 2013, converted into law by Law No. 89 of 9 August 2013 (i.e. "*Legge Sabatini-bis*", as amended and supplemented), as set forth in the relevant Lease Contract, or

  (ii) on the basis of any other facility or contribution by the State or public administrations or public entities, or private companies being directly or indirectly controlled by a public administration, nor on the basis of any provision, giving right to any *droit de suite* (*diritto di seguito*), property or other privilege in favour of such entities, save for the facilities or contributions provided by:

    1. the "*Strumento di condivisione del rischio per PMI e Small Mid Cap innovative e orientate alla ricerca (Strumento RSI) –*

Compartimento dedicato allo strumento finanziario di condivisione del rischio” granted by the European Investments Fund (code 063);

2. the InnovFin guarantee granted by the European Investment Fund (EIF) with the financial support of the European Union under the terms of the programme Orizon 2020 (of 12 June 2014 and as amended on: 19 January 2015, 15 June 2015, 22 July 2015, 10 December 2015 and 31 March 2016) and of the European Fund for Strategic Investments (EFSI) as provided for under the Investment Plan for Europe (code 064 and code 065);

3. Law No. 240 of 21 May 1981 (*Provvidenze a favore dei consorzi e delle società* consortili *tra piccole e medie imprese nonché delle società consortili miste*) (code 200 and 205);

4. agreement between the Italian Ministry for the economic development, Cassa Depositi e Prestiti S.p.A. and the Italian Banking Association executed on 14 February 2014, as coordinated with the technical implementing rules issued on 25 March 2014, 3 June 2014, 5 June 2014 and 9 June 2014 (code 259);

5. Law No. 598/1994 (code 300);

6. the Regional Operative Programme (POR-FESR) 2007-2013 of Liguria Region and by the Resolution of the Regional Committee of Liguria Region (*Delibera della Giunta Regionale*) No. 1278 of 26 October 2007 (code 440);

7. Law No. 662 of 23 December 1996 (*Misure di razionalizzazione della finanza pubblica*) (code 494);

8. the Regional Operative Programme (POR-FESR) 2007-2013 of Veneto Region and by the Resolution of the Regional Committee of Veneto Region (*Delibera della Giunta Regionale*) No. 3495 of 17 November 2009 (code 495);

9. Regional Law of Veneto No. 5 of 9 February 2001 and the implementing regulations adopted by the resolutions of the council of the Veneto Region No. 70 of 23 January 2004, No. 117 of 31 January 2012 and No. 676 of 17 April 2012 (code 496);

10. Regional Law of Veneto No. 2 of 17 January 2002 (code 499);

11. Provincial Law of Bolzano - Alto Adige of 13 November 1986 no. 27 (*Credito al Commercio*) as abrogated by Provincial Law of Bolzano - Alto Adige of 13 February 1997 no. 4 (code 535);

12. Provincial Law of Bolzano No. 1 of 8 January 1993 (code 536);

13. Provincial Law of Trento No. 6 of 13 December 1999, No. 6 and the implementing regulations adopted by the resolutions of the council of the Autonomous Province of Trento (code 547);

14. the resolution of the President of Emilia Romagna Region in its quality as Delegate Commissioner (*Commissario Delegato*) No. 57 of 12 October 2012, as amended from time to time (including the amendments adopted by the resolution of the President of Emilia Romagna Region in its quality as Delegate Commissioner No. 28 of 17 April 2014) (code 548);

15. the Regional Operative Programme (POR-FESR) 2014-2020 of the Umbria Region, approved by the European Commission with code CCI 2014IT16RFOP019 (code 589);

16. the Regional Operative Programme (POR-FESR) 2007-2013 of Umbria Region, approved by the European Commission with code CCI 2007IT 162 PO 013 (code 590);

17. the Lombardy Region's call for proposals aimed at supporting micro, small and medium-sized enterprises with operational headquarters in Lombardia ("*Rinnova Veicoli 2019-2020*") (code 044);

18. Law No. 178 of 30 December 2020 on the tax credit for new capital goods (code 880), Law No. 208 of 28 December 2015 on the Mezzogiorno tax credit (code 881) and Law No. 160 of 21 December 2019 on the tax credit for expenses incurred by way of investment in new capital goods (code 882);

(j) whose debtors declared, in the relevant Lease Contract, to be resident or to have their registered office in Italy;

(k) whose debtors are not employees, directors or shareholders of Alba Leasing;

(l) whose debtors are not public administrations, local authorities or public entities (including those provided for under Article 1, paragraph 3 of Law No. 196 of 31 December 2009 and published annually by the ISTAT on the Official Gazette), nor companies that are, directly or indirectly, controlled by a public administrative entity or by a local authority;

(m) whose debtors (in accordance with the classification criteria set out in the Circular of the Bank of Italy No. 140 of 11 February 1991, as amended from time to time) are not included in the categories identified by one of the following SAE Activity Codes (*Codice Attività SAE*): SAE Code 247 (monetary mutual funds), SAE Code 245 (banking system), SAE Code 300 (Bank of Italy), SAE Code 248 (electronic money institutions), SAE Code 101 (Cassa Depositi e Prestiti S.p.A.);

(n) whose debtors are not subject to any insolvency proceeding;

(o) whose debtors have duly and timely paid all the instalments or there are no Instalments due and unpaid for more than 30 days from the relevant due date;

(p) which provide the obligation of the relevant lessees to enter into an insurance policy issued by a primary insurance company in order to guarantee the relevant asset, and, with reference to the Lease Contracts entered into from 1 October 2012, to execute an appendix (*appendice di vincolo*) in favour of Alba Leasing;

(q) the assets under the relevant Lease Contract include:

   (i) real estate properties located in Italy;

   (ii) trains, ships, vessels, aircrafts;

   (iii) vehicles, motor-vehicles, cars, light lorries, trucks, commercial vehicles, industrial vehicles, or other vehicles excluding aircrafts registered or having a number plate in Italy, or

   (iv) instrumental assets (*beni strumentali*) (such as machineries, equipments and plants);

(r) no enforcement proceedings, precautionary or similar measures in relation to the assets under the relevant Lease Contracts have been notified to the relevant lessees by Alba Leasing or by any other third party acting on its name and on its behalf;

(s) none of the relevant debtors has ever notified to Alba Leasing a report (*denuncia*) of theft in respect of the relevant assets;

(t) the building of the assets under the relevant Lease Contracts has been completed and such assets have been delivered to the relevant lessee;

(u) which provide the relevant debtor to be obliged to perform all the due payments also in case the relevant assets should not meet the requirements for their scope of use, should be destroyed or should not be at disposal of the relevant debtors for any reason not ascribable to Alba Leasing (so called "*Net Lease*");

(v) which expressly provide the possibility in favour of the relevant debtor to purchase the relevant assets at the expiration of the relevant Lease Contract (c.d. "*financial leases*");

(w) which provide instalments (a) to be paid in accordance with a "French" amortisation plan providing for all instalments, or series of instalments, having constant amounts and (b) consisting of a principal component and an interest component;

(x) which do not provide for a single, joint and in advance billing of the relevant Instalments and which are not subject to physical invoicing;

(y) which do not provide for an interest rate equal to zero;

(z) the due date of the relevant instalments (excluding the amount due by the relevant debtors at the expiry of the relevant Lease Contracts, in case such debtors exercise their right to purchase the relevant asset) falls on the first day of the month;

(aa) whose debtors have not issued promissory notes (*cambiali*) in favour of Alba Leasing for granting the payment of one or more instalments arising from such Lease Contracts;

(bb) whose outstanding debt is greater than or equal to Euro 5,000; and

(cc) in relation to which the payment date of the last instalment (as indicated in the relevant Lease Contracts) does not fall after 1 December 2038,

but excluding the receivables that, even meeting the above Criteria, meet one or more of the following Criteria:

(A) the relevant Debtors have requested Alba Leasing to provide them with a calculation of the amount necessary to early repay the outstanding debt under the relevant Lease Contract within 45 days before the relevant Valuation Date; and

(B) whose debtor, in compliance with the classification criteria of the Bank of Italy defined by the Circular no. 140 of 11 February 1991, as amended and supplemented from time to time, falls within one of the following SAE categories (*Settori di Attività Economica*): 600, 773, 774, 775; and

(C) receivables whose lease agreements have both of the following characteristics:

 (1) have been entered into as part of the commercial proposals enabled by Alba Leasing in order to improve the offer to customers named “*6x1=0*” and “*60/66 SCHMITZ “VAR”*“ (which allow the debtor not to make periodic instalments for a period of no more than 6 (six) consecutive months following the commencement of the relevant lease) under the agreements with the following names (as set out in the quote prepared by Alba Leasing and accepted by the relevant debtor): “*HL0 LIQUIDITY >150 MCC 60*”, “*HL1 LIQUIDITY >150 MCC 66*”, “*HL2 LIQUIDITY <150 60*”, “*HL3 LIQUIDITY <150 66*”, “*HM2 LIQUIDITY >150 DM 60*”, “*HM3 LIQUIDITY >150 DM 66*” and “*HM5 PROMO 60/66 SCHMITZ “VAR”*“; and

 (2) provide that the debtor must pay the first non-zero periodic instalment after the relevant Valuation Date.

Specific Criteria for the Initial Portfolio

The Receivables included in the Initial Portfolio arise from Lease Contracts which, as at the relevant Valuation Date (or the different date specified in the relevant criterion), met (in addition to the Common Criteria set forth above) also the following further criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part II (*Criteri Specifici del Portafoglio Iniziale*) of the Master Transfer Agreement (the "**Initial Portfolio Specific Criteria**").

(a) in relation to which the residual contractual duration is not extended over:

(i) 1 December 2028 for those Lease Contracts concerning vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts;

(ii) 1 December 2031 for those Lease Contracts concerning the instrumental assets (e.g. machineries, equipment and/or plants);

(iii) 1 July 2037 for those Lease Contracts concerning real estate assets; and

(iv) 1 June 2032 for those Lease Contracts concerning ships, vessels, airplanes or trains,

(b) in relation to which the residual instalment to be paid (excluding the amount due upon expiration of the relevant lease agreement by the debtor if the debtor decides to exercise the option to purchase the relevant asset) are at least two starting from the instalment due from 1 October 2022 (included),

but excluding the Receivables that, even meeting the Common Criteria and the Initial Portfolio Specific Criteria, meet one of the following criteria:

(A) are identified with one of the relationship codes (so-called "lease agreement number" (*codice contratto*)) (as specified in the relevant lease agreement) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and registered in the Company's Register of Treviso-Belluno on 7 September 2022; or

(B) are identified with one of the client codes (*codice cliente*) (as specified in the relevant invoices issued pursuant to the relevant lease agreements) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and registered in the Company's Register of Treviso-Belluno on 7 September 2022.

Specific Criteria for the Subsequent Portfolios

The Receivables included in each Subsequent Portfolio arise from Lease Contracts which, as at the relevant Valuation Date (or the different date specified in the relevant criterion), met (in addition to the Common Criteria set forth above) also **(i)** the further criteria from time to time agreed between the Issuer and the Originator in accordance with clause 3.3 (*Criteri di selezione dei Crediti inclusi nei Portafogli Successivi*) of the Master Transfer

Agreement for the selection of each Subsequent Portfolio and **(ii)** the following further criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part III (*Criteri Specifici dei Portafogli Successivi*) of the Master Transfer Agreement (the "**Subsequent Portfolio Specific Criteria**").

The Subsequent Portfolio Specific Criteria applied for the selection of the First Subsequent Portfolio are the following:

(a) in relation to which the residual contractual duration is not extended over:

 (i) 1 November 2029 for those Lease Contracts concerning vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts;

 (ii) 1 October 2030 for those Lease Contracts concerning the instrumental assets (e.g. machineries, equipment and/or plants);

 (iii) 1 November 2037 for those Lease Contracts concerning real estate assets; and

 (iv) 1 November 2032 for those Lease Contracts concerning ships, vessels, airplanes or trains,

(b) in relation to which the residual instalment to be paid (excluding the amount due upon expiration of the relevant lease agreement by the debtor if the debtor decides to exercise the option to purchase the relevant asset) are at least two starting from the instalment due from 1 January 2023 (included),

but excluding the Receivables that, even meeting the Common Criteria and the Subsequent Portfolio Specific Criteria, meet one of the following criteria:

(A) are identified with one of the relationship codes (so-called "lease agreement number" (*codice contratto*)) (as specified in the relevant lease agreement) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 143 of 10 December 2022 and registered in the Company's Register of Treviso-Belluno on 7 December 2022; or

(B) are identified with one of the following client codes (*codice cliente*) (as specified in the relevant invoices issued pursuant to the relevant lease agreements) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 143 of 10 December 2022 and registered in the Company's Register of Treviso-Belluno on 7 December 2022.

The Subsequent Portfolio Specific Criteria applied for the selection of the Second Subsequent Portfolio are the following:

(a) in relation to which the residual contractual duration is not extended over:

(i) 1 February 2029 for those Lease Contracts concerning vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts;

(ii) 1 December 2032 for those Lease Contracts concerning the instrumental assets (e.g. machineries, equipment and/or plants);

(iii) 1 December 2037 for those Lease Contracts concerning real estate assets; and

(iv) 1 January 2033 for those Lease Contracts concerning ships, vessels, airplanes or trains,

(b) in relation to which the residual instalment to be paid (excluding the amount due upon expiration of the relevant lease agreement by the debtor if the debtor decides to exercise the option to purchase the relevant asset) are at least two starting from the instalment due from 1 April 2023 (included),

but excluding the Receivables that, even meeting the Common Criteria and the Subsequent Portfolio Specific Criteria, meet one of the following criteria:

(A) are identified with one of the relationship codes (so-called "lease agreement number" (*codice contratto*)) (as specified in the relevant lease agreement) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 30 of 11 March 2023 and registered in the Company's Register of Treviso-Belluno on 9 March 2023; or

(B) are identified with one of the following client codes (*codice cliente*) (as specified in the relevant invoices issued pursuant to the relevant lease agreements) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 30 of 11 March 2023 and registered in the Company's Register of Treviso-Belluno on 9 March 2023.

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With reference to the Initial Portfolio and the Subsequent Portfolios, with respect to the first instalment (*canone anticipato*) provided under the relevant Common Criterion set forth in the section headed "*Common Criteria*", letter (d) above, such first instalment:

(i) is calculated as a fixed percentage of the purchase price of the relevant leased asset;

(ii) is paid directly by the Lessee out of its funds through an effective transfer of money from the relevant debtors to Alba Leasing and not by way of set-off or netting carried out by Alba Leasing.

3. PERFECTION FORMALITIES WITH RESPECT TO THE ASSIGNMENT OF THE AGGREGATE PORTFOLIO

The transfer of the Receivables included in the Initial Portfolio and each Subsequent Portfolio made by the Originator to the Issuer during the Ramp-Up Period was made without recourse and in block (*in blocco*) according to the combined provisions of Articles 1 and 4 of the Securitisation Law and Article 58 of the Consolidated Banking Act.

Therefore, the assignment of the Initial Portfolio and each Subsequent Portfolio made during the Ramp-Up Period has been perfected by way of publication by the Issuer of the following notices of assignment (*avvisi di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana* and registration thereof with the Company's Register of Treviso-Belluno as follows:

(i) with respect to the Initial Portfolio: notice of assignment (*avviso di cessione*) **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and **(b)** registered with the Company's Register of Treviso-Belluno on 7 September 2022;

(ii) with respect to the First Subsequent Portfolio: notice of assignment **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 143 of 10 December 2022 and **(b)** registered with the Company's Register of Treviso-Belluno on 7 December 2022; and

(iii) with respect to the Second Subsequent Portfolio: notice of assignment **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 30 of 11 March 2023 and **(b)** registered with the Company's Register of Treviso-Belluno on 9 March 2023.

4. REPURCHASE OF CERTAIN RECEIVABLES

On 25 May 2023, the Issuer and the Originator entered into the Repurchase Agreement, pursuant to which the Originator has repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the following selection criteria set forth in the Repurchase Agreement:

(I) have been previously assigned and transferred - on a without recourse (*pro soluto*) basis and in block (*in blocco*) - from Alba Leasing to the Issuer under the Master Transfer Agreement executed on 5 September 2022 (and of separate Deeds of Transfer), as resulting from the following notices of assignment (*avvisi di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II* and registered with the Companies' Register of Treviso-Belluno **(1)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and registered with the Companies' Register of Treviso-Belluno on 7 September 2022, **(2)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 December 2022 and registered with the Companies' Register of Treviso-Belluno on 7 December 2022 and **(3)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della*

Repubblica Italiana, *Parte II*, No. 106 of 11 March 2023 and registered with the Companies' Register of Treviso-Belluno on 9 March 2023;

(II) arise from lease contracts in respect of which (alternatively):

(a) there is at least one instalment due and unpaid (*scaduto e non corrisposto*) from more than 30 days starting from the payment date set forth in the relevant lease contract; or

(b) the relevant lease contracts are subject to moratorium (*moratoria*) set forth in Article 8 of the *Ordinanza del Capo del Dipartimento della Protezione Civile* No. 922 of 17 September 2022 (*Primi interventi urgenti di protezione civile in conseguenza degli eccezionali eventi* meteorologici *verificatisi a partire dal giorno 15 settembre 2022 in parte del territorio delle Province di Ancona e Pesaro-Urbino*); or

(c) are identified with one of the report codes / contract number (*codici rapporto / numero contratto*) (as specified in the relevant invoices issued pursuant to the relevant lease contract) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023;

(III) are outstanding (*sono in essere*) as of the cut-off date (*data di valutazione*) of 13 May 2023,

(the receivables complying with all the above selection criteria, the "**Repurchased Receivables**").

Under the Repurchase Agreement, the Originator has agreed to pay to the Issuer by way of wire transfer into the Collection Account - within the Issue Date - a repurchase price equal to Euro 3,766,849.17, provided that the parties thereto (and the other parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation) shall have the right to agree that the payment of the repurchase price of the Repurchased Receivables will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties. The repurchase of the Repurchased Receivables will be perfected by way of publication by the Originator of a notice of assignment (*avviso di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023.

Historical Performance Data

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

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

Pool Audit Report

Pursuant to Article 22(2) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has verified prior to the Issue Date (i) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems in respect of each selected position of a representative sample of the Aggregate Portfolio; (ii) the accuracy of the data disclosed in the paragraph entitled "*Statistical Information regarding the Aggregate Portfolio*"; and (iii) the compliance of the data contained in the loan-by-loan data tape prepared by the Originator in relation to the Receivables comprised in the Aggregate Portfolio with certain Criteria that are able to be tested prior to the Issue Date.

Statistical Information regarding the Aggregate Portfolio

The following tables describe the characteristics of the Aggregate Portfolio compiled from information provided by the Originator in connection with the acquisition of the Receivables by the Issuer on the relevant Transfer Date. The information in the following tables reflects the position as at 13 May 2023 (the "**Relevant Cut-Off Date**") (but with the exclusion of any Instalment relating to the Receivables included in such Aggregate Portfolio which may fall due on such date). As at the Relevant Cut-Off Date, the Outstanding Amount of the Aggregate Portfolio is worth Euro 1,239,157,420.75.

The characteristics of the Aggregate Portfolio as at the Issue Date may vary from those set out in the tables as a result of, *inter alia*, repayment or repurchase of the Receivables prior to the Issue Date (in relation to the Assets, the relevant value refers to the purchase price of the Asset as at the relevant origination date of the Lease Contract and has not been subject to any revaluation for the purpose of the issue of the Notes).

Unless stated otherwise, in the following range breakdown tables the lower boundary is intended included, the upper boundary is intended excluded.

PORTFOLIO OVERVIEW

	Pools				Total Portfolio
	Equipment	Air Naval Rail	Real Estate	Transport	
Outstanding principal	784,301,986.01	28,080,903.62	232,578,359.09	194,196,172.03	1,239,157,420.75
% su Outstanding principal	63.29%	2.27%	18.77%	15.67%	100.00%
Residual Value	12,186,105.57	409,460.89	36,340,682.48	6,972,628.15	55,908,877.09
Original Financed Amount	1,006,628,511.47	33,609,502.70	343,220,637.30	260,710,807.89	1,644,169,459.36
Out. Princ Fixed Portfolio	59,423,339.67	256,843.79	131,855.83	20,615,284.79	80,427,324.08
Out. Princ Floating Portfolio	724,878,646.34	27,824,059.83	232,446,503.26	173,580,887.24	1,158,730,096.67
% Fixed Portfolio	7.58%	0.91%	0.06%	10.62%	6.49%
% Floating Portfolio	92.42%	99.09%	99.94%	89.38%	93.51%
Wavg Fixed Rate (on Fixed portfolio)	3.09	1.67	1.90	3.52	3.20
Wavg Spread Rate (on Floating portfolio)	2.52	2.10	2.62	2.73	2.56
Wavg Residual Life (years) *	4.03	7.77	9.73	3.64	5.38
Wavg Seasoning (years)	1.08	0.95	3.37	1.10	1.61
Number of Contracts	8,373	40	746	3,740	12,899
Average Outstanding Principal (contracts)	93,670.37	702,022.59	311,767.24	51,924.11	96,066.16
Number of Debtors (lessees)	6,112	24	728	2,602	9,138
Number of Debtors (groups)	5,901	21	726	2,554	8,794
Max. Financed amount	3,826,873.95	2,594,700.00	7,800,000.00	826,500.00	7,800,000.00
Max. Outstanding Principal	3,594,659.02	2,431,991.91	5,719,395.66	740,373.50	5,719,395.66
Top Lessee (Group) (%)	1.10%	35.35%	2.53%	1.52%	0.80%
Top 5 Lessees (Group) (%)	3.56%	80.13%	9.35%	6.45%	3.07%
Top 10 Lessees (Group) (%)	5.37%	94.44%	14.60%	10.08%	5.16%
Top 20 Lessees (Group) (%)	8.02%	99.94%	22.64%	13.44%	7.63%
TOP REGION (%)	Lombardia - 27,52%	Puglia - 36,74%	Lombardia - 39,59%	Lombardia - 26,30%	Lombardia - 29,07%
TOP INDUSTRY (%) (Ateco 4941)	-	-	-	-	7.40%
Original WA Loan to Value (%) **	82.68%	82.71%	70.92%	85.12%	80.31%
Current WA Loan to Value (%) **	67.13%	73.89%	58.00%	67.26%	65.17%

Average is weighted on residual average capital

* Years counted till the last transferred instalment

** Loan to value always calculated without residual value

*** Average is calculated including only contracts with populated pd/lgd

PORTFOLIO OVERVIEW	Total Portfolio	%
Outstanding principal	1,239,157,420.75	
Pool N.1 Transport Asset	194,196,172.03	15.67%
Pool N.2 Equipment	784,301,986.01	63.29%
Pool N.3 Real Estate	232,578,359.09	18.77%
Pool N.4 Air Naval Rail	28,080,903.62	2.27%
Residual Value	55,908,877.09	
Original Financed Amount	1,644,169,459.36	
Out. Princ Fixed Portfolio	80,427,324.08	6.49%
Out. Princ Floating Portfolio	1,158,730,096.67	93.51%
Wavg Fixed Rate (on Fixed portfolio)	3.20	
Wavg Spread Rate (on Floating portfolio)	2.56	
Wavg Residual Life (years) *	5.38	
Wavg Seasoning (years)	1.61	
Number of Contracts	12,899	
Average Outstanding Principal (contracts)	96,066.16	
Number of Debtors (lessees)	9,138	
Number of Debtors (groups)	8,794	
Max. Financed amount	7,800,000.00	
Max. Outstanding Principal	5,719,395.66	
Top Lessee (Group) (%)	0.80%	
Top 5 Lessees (Group) (%)	3.07%	
Top 10 Lessees (Group) (%)	5.16%	
Top 20 Lessees (Group) (%)	7.63%	
TOP REGION (%)	29,07%	Lombardia
TOP INDUSTRY (%)	7.40%	Ateco 4941
Original WA Loan to Value (%) **	80.31%	
Current WA Loan to Value (%) **	65.17%	

BREAKDOWN BY POOL

POOL	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Equipment	8,373	64.91%	1,006,628,511.47	61.22%	784,301,986.01	63.29%
Real Estate	746	5.78%	343,220,637.30	20.88%	232,578,359.09	18.77%
Transport	3,740	28.99%	260,710,807.89	15.86%	194,196,172.03	15.67%
Air Naval Rail	40	0.31%	33,609,502.70	2.04%	28,080,903.62	2.27%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY OUTSTANDING PRINCIPAL

OUTSTANDING PRINCIPAL	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
<=5000	85	0.66%	5,101,534.54	0.31%	316,080.20	0.03%
>5.000 - <=20.000	2,270	17.60%	48,904,104.09	2.97%	31,197,358.30	2.52%
>20.000 - <=50.000	4,007	31.06%	183,569,241.05	11.16%	133,197,245.09	10.75%
>50.000 - <=100.000	3,297	25.56%	314,101,424.26	19.10%	235,432,263.56	19.00%
>100.000 - <=200.000	2,038	15.80%	366,917,409.32	22.32%	279,236,744.09	22.53%
>200.000 - <=250.000	360	2.79%	105,462,438.55	6.41%	79,726,581.95	6.43%
>250.000 - <=300.000	201	1.56%	69,986,597.82	4.26%	54,645,420.55	4.41%
>300.000 - <=400.000	232	1.80%	102,399,370.28	6.23%	80,003,819.75	6.46%
>400.000 - <=500.000	115	0.89%	67,723,406.80	4.12%	51,262,241.72	4.14%
>500.000 - <=750.000	132	1.02%	108,689,759.25	6.61%	79,772,244.61	6.44%
>750.000 - <=1.000.000	67	0.52%	73,603,332.70	4.48%	56,810,604.40	4.58%
>1.000.000 - <=1.500.000	54	0.42%	82,368,256.33	5.01%	65,138,501.71	5.26%
>1.500.000 - <=2.000.000	18	0.14%	41,331,488.82	2.51%	30,478,530.82	2.46%
>2.000.000 - <=3.000.000	20	0.16%	55,543,642.38	3.38%	47,049,537.98	3.80%
>3.000.000 - <=5.000.000	1	0.01%	3,826,873.95	0.23%	3,594,659.02	0.29%
>5.000.000 - <=7.000.000	2	0.02%	14,640,579.22	0.89%	11,295,587.00	0.91%
>7.000.000	0	0.00%	0.00	0.00%	0.00	0.00%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY RATE TYPE

RATE TYPE	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Floating	11,931	92.50%	1,539,094,915.69	93.61%	1,158,730,096.67	93.51%
Fixed	968	7.50%	105,074,543.67	6.39%	80,427,324.08	6.49%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY INTEREST REFERENCE DATE

INTEREST REFERENCE RATE	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Euribor 365 3ml puntuale	10,985	85.16%	1,338,472,849.84	81.41%	1,024,113,509.26	82.65%
Fixed	968	7.50%	105,074,543.67	6.39%	80,427,324.08	6.49%
BEI euribor 365 3ml meno 0,10	501	3.88%	73,663,392.51	4.48%	62,563,810.82	5.05%
BEI euribor 365 3ml meno 0,25	283	2.19%	64,354,333.82	3.91%	47,742,289.47	3.85%
BEI euribor 365 3ml meno 0,35	64	0.50%	28,241,608.55	1.72%	10,151,439.20	0.82%
Euribor 365 1ml puntuale	41	0.32%	20,502,099.13	1.25%	7,497,503.09	0.61%
BEI euribor 365 3ml meno 0,15	26	0.20%	7,747,549.10	0.47%	3,991,980.07	0.32%
BEI euribor 365 3ml meno 0,20	31	0.24%	6,113,082.74	0.37%	2,669,564.76	0.22%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY INTEREST RATE

INTEREST RATE	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Floating	**11,931**	**92.50%**	**1,539,094,915.69**	**93.61%**	**1,158,730,096.67**	**93.51%**
<=0.5%	0	0.00%	0.00	0.00%	0.00	0.00%
>0.5% - <=1.0%	0	0.00%	0.00	0.00%	0.00	0.00%
>1.0% - <=1.5%	0	0.00%	0.00	0.00%	0.00	0.00%
>1.5% - <=2.0%	0	0.00%	0.00	0.00%	0.00	0.00%
>2.0% - <=2.5%	0	0.00%	0.00	0.00%	0.00	0.00%
>2.5% - <=3.0%	0	0.00%	0.00	0.00%	0.00	0.00%
>3.0% - <=3.5%	0	0.00%	0.00	0.00%	0.00	0.00%
>3.5% - <=4.0%	0	0.00%	0.00	0.00%	0.00	0.00%
>4.0% - <=4.5%	1	0.01%	1,423,839.00	0.09%	1,059,465.93	0.09%
>4.5% - <=5.0%	114	0.88%	56,494,197.49	3.44%	34,139,819.21	2.76%
>5.0% - <=5.5%	1,826	14.16%	419,952,816.29	25.54%	327,084,797.71	26.40%
>5.5% - <=6.0%	5,252	40.72%	641,491,382.32	39.02%	496,975,521.71	40.11%
>6.0% - <=6.5%	2,368	18.36%	209,378,124.76	12.73%	157,591,875.96	12.72%
>6.5% - <=7.0%	847	6.57%	85,951,973.30	5.23%	58,571,778.75	4.73%
>7.0% - <=7.5%	730	5.66%	71,207,215.31	4.33%	47,661,079.97	3.85%
>7.5% - <=8.0%	496	3.85%	32,284,990.31	1.96%	21,772,531.78	1.76%
>8.0% - <=8.5%	178	1.38%	13,304,136.03	0.81%	8,476,259.08	0.68%
>8.5%	119	0.92%	7,606,240.88	0.46%	5,396,966.57	0.44%
Fixed	**968**	**7.50%**	**105,074,543.67**	**6.39%**	**80,427,324.08**	**6.49%**
<=0.5%	0	0.00%	0.00	0.00%	0.00	0.00%
>0.5% - <=1.0%	0	0.00%	0.00	0.00%	0.00	0.00%
>1.0% - <=1.5%	113	0.88%	17,957,457.43	1.09%	13,375,679.99	1.08%
>1.5% - <=2.0%	73	0.57%	12,213,885.76	0.74%	8,280,663.68	0.67%
>2.0% - <=2.5%	151	1.17%	14,674,093.37	0.89%	9,987,861.57	0.81%
>2.5% - <=3.0%	148	1.15%	12,483,309.06	0.76%	9,296,338.34	0.75%
>3.0% - <=3.5%	93	0.72%	9,125,882.07	0.56%	6,730,113.06	0.54%
>3.5% - <=4.0%	127	0.98%	12,048,131.45	0.73%	9,610,108.77	0.78%
>4.0% - <=4.5%	68	0.53%	5,601,756.38	0.34%	4,601,336.29	0.37%
>4.5% - <=5.0%	73	0.57%	9,686,502.93	0.59%	8,514,744.44	0.69%
>5.0% - <=5.5%	61	0.47%	7,242,626.59	0.44%	6,428,962.62	0.52%
>5.5% - <=6.0%	34	0.26%	2,306,740.94	0.14%	2,024,879.65	0.16%
>6.0% - <=6.5%	10	0.08%	375,920.62	0.02%	335,347.12	0.03%
>6.5% - <=7.0%	10	0.08%	629,201.55	0.04%	560,482.93	0.05%
>7.0% - <=7.5%	3	0.02%	123,265.52	0.01%	114,113.92	0.01%
>7.5% - <=8.0%	3	0.02%	545,920.00	0.03%	511,517.91	0.04%
>8.0% - <=8.5%	1	0.01%	59,850.00	0.00%	55,173.79	0.00%
>8.5%	0	0.00%	0.00	0.00%	0.00	0.00%
Divisa Estera	**0**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00%**
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY PAYMENT FREQUENCY

PAYMENT FREQUENCY	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Monthly	12,777	99.05%	1,614,117,283.24	98.17%	1,216,820,308.20	98.20%
Quarterly	117	0.91%	29,569,316.12	1.80%	21,961,882.40	1.77%
Semi-annual	4	0.03%	439,660.00	0.03%	342,142.29	0.03%
Bimonthly	1	0.01%	43,200.00	0.00%	33,087.86	0.00%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY YEAR OF ORIGINATION

YEAR of ORIGIN	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
2010	33	0.26%	15,021,085.14	0.91%	5,675,094.51	0.46%
2011	29	0.22%	28,315,426.08	1.72%	10,448,152.83	0.84%
2012	28	0.22%	18,600,505.24	1.13%	8,951,754.12	0.72%
2013	18	0.14%	14,744,143.51	0.90%	5,935,871.50	0.48%
2014	59	0.46%	23,697,496.13	1.44%	7,447,530.99	0.60%
2015	81	0.63%	23,370,728.96	1.42%	8,060,812.84	0.65%
2016	59	0.46%	11,584,495.68	0.70%	4,576,066.44	0.37%
2017	1	0.01%	46,800.00	0.00%	4,995.31	0.00%
2018	57	0.44%	8,634,292.62	0.53%	4,111,700.99	0.33%
2019	179	1.39%	38,900,270.12	2.37%	18,398,222.62	1.48%
2020	228	1.77%	39,927,058.12	2.43%	24,665,476.37	1.99%
2021	3,273	25.37%	376,949,457.06	22.93%	265,596,997.65	21.43%
2022	8,512	65.99%	976,638,518.27	59.40%	813,144,585.61	65.62%
2023	342	2.65%	67,739,182.43	4.12%	62,140,158.97	5.01%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY MATURITY YEAR

MATURITY YEAR	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
2023	61	0.47%	10,743,839.53	0.65%	467,526.57	0.04%
2024	285	2.21%	29,085,519.81	1.77%	9,390,352.67	0.76%
2025	1,065	8.26%	89,237,490.63	5.43%	49,518,286.82	4.00%
2026	3,885	30.12%	365,207,750.98	22.21%	256,797,038.05	20.72%
2027	6,168	47.82%	661,320,010.61	40.22%	544,693,352.84	43.96%
2028	548	4.25%	115,933,261.01	7.05%	94,874,880.35	7.66%
2029	247	1.91%	66,455,113.38	4.04%	46,177,600.51	3.73%
2030	87	0.67%	37,408,937.08	2.28%	21,458,518.52	1.73%
2031	38	0.29%	22,283,507.91	1.36%	12,814,346.03	1.03%
2032	53	0.41%	43,927,887.60	2.67%	33,599,663.76	2.71%
2033	117	0.91%	52,938,053.25	3.22%	41,486,641.36	3.35%
2034	301	2.33%	124,562,395.07	7.58%	106,328,727.31	8.58%
2035	37	0.29%	21,952,887.93	1.34%	19,120,427.00	1.54%
2036	1	0.01%	1,375,300.00	0.08%	928,621.65	0.07%
2037	6	0.05%	1,737,504.57	0.11%	1,501,437.31	0.12%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY ORIGINAL LIFE (YEARS)

ORIGINAL LIFE (Years)	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
<=1	0	0.00%	0.00	0.00%	0.00	0.00%
>1 - <=2	8	0.06%	377,533.17	0.02%	112,793.97	0.01%
>2 - <=4	620	4.81%	40,561,745.37	2.47%	25,882,824.00	2.09%
>4 - <=6	10,657	82.62%	1,067,007,204.90	64.90%	831,322,590.06	67.09%
>6 - <=10	866	6.71%	172,812,098.97	10.51%	132,071,731.20	10.66%
>10 - <=15	620	4.81%	285,042,790.18	17.34%	214,213,547.94	17.29%
>15 - <=20	126	0.98%	77,828,452.67	4.73%	35,286,229.03	2.85%
>20 - <=25	2	0.02%	539,634.10	0.03%	267,704.55	0.02%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY SEASONING (YEARS)

SEASONING LIFE (Years)	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
<=1	5,251	40.71%	707,417,457.91	43.03%	616,079,280.83	49.72%
>1 - <=2	6,784	52.59%	697,620,129.27	42.43%	514,253,358.46	41.50%
>2 - <=4	424	3.29%	73,696,121.96	4.48%	43,880,538.81	3.54%
>4 - <=6	133	1.03%	30,101,869.48	1.83%	13,848,959.42	1.12%
>6 - <=10	205	1.59%	66,171,683.73	4.02%	23,638,806.89	1.91%
>10 - <=15	102	0.79%	69,162,197.01	4.21%	27,456,476.34	2.22%
>15 - <=20	0	0.00%	0.00	0.00%	0.00	0.00%
> 20	0	0.00%	0.00	0.00%	0.00	0.00%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY RESIDUAL LIFE

RESIDUAL LIFE (Years)	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
<=1	115	0.89%	20,652,703.36	1.26%	2,459,300.81	0.20%
>1 - <=2	449	3.48%	41,617,892.31	2.53%	16,960,603.72	1.37%
>2 - <=4	7,298	56.58%	670,045,727.29	40.75%	479,485,647.55	38.69%
>4 - <=8	4,499	34.88%	652,566,168.39	39.69%	530,413,405.27	42.80%
>8 - <=12	527	4.09%	251,768,963.44	15.31%	203,688,359.71	16.44%
>12 - <=15	11	0.09%	7,518,004.57	0.46%	6,150,103.69	0.50%
>15 - <=20	0	0.00%	0.00	0.00%	0.00	0.00%
> 20	0	0.00%	0.00	0.00%	0.00	0.00%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY GUARANTEE DESCRIPTION

GUARANTEE DESCRIPTION	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
No Guarantee	6,194	48.02%	1,122,325,787.46	68.26%	856,310,819.75	69.10%
PrestoLeasing	6,639	51.47%	470,329,401	28.61%	355,763,180	28.71%
Other Guarantee	66	0.51%	51,514,271	3.13%	27,083,421	2.19%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY ORIGINATOR CHANNEL

ORIGINATOR CHANNEL	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
BANK CHANNEL	9,471	73.42%	1,292,003,078.73	78.58%	960,766,911.78	77.53%
BUSINESS PROMOTER	1,825	14.15%	180,939,115.03	11.00%	142,477,709.73	11.50%
FINANCIAL AGENT	1,038	8.05%	95,093,877.59	5.78%	76,054,984.73	6.14%
DIRECT CHANNEL	545	4.23%	73,137,676.47	4.45%	57,222,361.33	4.62%
VENDOR PARTNERSHIP-NO BROKER	20	0.16%	2,995,711.54	0.18%	2,635,453.18	0.21%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY DEBTOR GROUP

CLIENT GROUP	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
CLIENT 1	5	0.04%	10,642,386.00	0.65%	9,927,470.79	0.80%
CLIENT 2	15	0.12%	10,708,732.37	0.65%	8,789,694.92	0.71%
CLIENT 3	3	0.02%	7,784,100.00	0.47%	7,276,769.57	0.59%
CLIENT 4	3	0.02%	8,279,500.00	0.50%	6,083,116.47	0.49%
CLIENT 5	23	0.18%	7,259,355.90	0.44%	5,983,266.80	0.48%
CLIENT 6	8	0.06%	6,188,158.36	0.38%	5,684,929.56	0.46%
CLIENT 7	49	0.38%	6,784,224.67	0.41%	5,611,117.58	0.45%
CLIENT 8	1	0.01%	6,840,579.22	0.42%	5,576,191.34	0.45%
CLIENT 9	3	0.02%	11,396,050.00	0.69%	4,608,566.62	0.37%
CLIENT 10	4	0.03%	5,641,038.89	0.34%	4,421,753.13	0.36%
CLIENT 11	80	0.62%	5,008,918.84	0.30%	3,430,637.57	0.28%
CLIENT 12	13	0.10%	4,407,320.00	0.27%	3,425,675.51	0.28%
CLIENT 13	2	0.02%	4,558,704.08	0.28%	3,201,585.42	0.26%
CLIENT 14	24	0.19%	3,815,659.51	0.23%	3,140,780.92	0.25%
CLIENT 15	5	0.04%	3,351,200.00	0.20%	3,104,409.79	0.25%
CLIENT 16	3	0.02%	3,156,000.00	0.19%	2,931,789.62	0.24%
CLIENT 17	1	0.01%	5,012,102.50	0.30%	2,840,103.24	0.23%
CLIENT 18	1	0.01%	2,960,000.00	0.18%	2,835,612.44	0.23%
CLIENT 19	38	0.29%	3,792,382.57	0.23%	2,828,366.28	0.23%
CLIENT 20	7	0.05%	3,634,770.81	0.22%	2,790,077.92	0.23%
Others	12,611	97.77%	1,522,948,275.64	92.63%	1,144,665,505.26	92.37%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY ATECO CODE

ATECO	Descrizione ATECO
4941	Freight transport by road
682001	Renting and operating of own or leased real estate
2562	Machining
4120	Construction of residential and non-residential buildings
2511	Manufacture of metal structures and parts of structures
869011	Other human health activities
6810	Buying and selling of own real estate
773999	Renting and leasing of other machinery, equipment and tangible goods n.e.c.
4211	Construction of roads and motorways
1812	Other printing
4920	Freight rail transport
2222	Manufacture of plastic packing goods
2550	Forging, pressing, stamping and roll-forming of metal; powder metallurgy
25732	Manufacture of tools
7732	Renting and leasing of construction and civil engineering machinery and equipment
47112	Retail sale in non-specialised stores with food, beverages or tobacco predominating
1721	Manufacture of corrugated paper and paperboard and of containers of paper and paperboard
2229	Manufacture of other plastic products
28152	Manufacture of bearings, gears, gearing and driving elements
522922	Other transportation support activities

ATECO	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
4941	1,250	9.69%	120,346,573.60	7.32%	91,729,912.44	7.40%
682001	189	1.47%	97,604,457.50	5.94%	68,167,501.18	5.50%
2562	540	4.19%	83,874,021.21	5.10%	64,855,043.65	5.23%
4120	787	6.10%	67,076,810.26	4.08%	50,997,796.44	4.12%
2511	168	1.30%	25,670,501.33	1.56%	20,191,771.33	1.63%
869011	112	0.87%	25,580,386.32	1.56%	20,048,179.68	1.62%
6810	58	0.45%	20,537,032.25	1.25%	14,356,382.84	1.16%
773999	46	0.36%	17,606,372.67	1.07%	13,218,496.96	1.07%
4211	144	1.12%	14,888,413.13	0.91%	11,726,412.55	0.95%
1812	127	0.98%	15,729,925.22	0.96%	11,699,456.08	0.94%
4920	6	0.05%	12,398,925.00	0.75%	11,429,477.05	0.92%
2222	74	0.57%	13,965,317.61	0.85%	11,069,028.62	0.89%
2550	69	0.53%	13,978,596.55	0.85%	11,015,276.26	0.89%
25732	64	0.50%	13,180,056.94	0.80%	10,477,938.37	0.85%
7732	113	0.88%	12,502,705.51	0.76%	9,982,784.96	0.81%
47112	148	1.15%	13,300,077.49	0.81%	9,195,337.61	0.74%
1721	50	0.39%	12,942,197.03	0.79%	8,972,383.16	0.72%
2229	94	0.73%	11,240,506.05	0.68%	8,902,033.83	0.72%
28152	15	0.12%	10,730,215.91	0.65%	8,764,365.77	0.71%
522922	61	0.47%	10,478,768.40	0.64%	8,490,380.59	0.69%
Others	8,784	68.10%	1,030,537,599.38	62.68%	773,867,461.38	62.45%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

BREAKDOWN BY GEOGRAPHICAL AREA

Area	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
North	6,970	54.04%	966,441,845.81	58.78%	719,748,066.40	58.08%
Center	1,793	13.90%	236,113,570.96	14.36%	171,163,321.51	13.81%
South*	4,136	32.06%	441,614,042.59	26.86%	348,246,032.84	28.10%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

including Abruzzo and Molise

BREAKDOWN BY REGION

REGION	Number of Contracts		Financed Amount		Outstanding Principal	
	n	%	€	%	€	%
Lombardia	3,420	26.51%	489,041,288.80	29.74%	360,218,599.53	29.07%
Emilia Romagna	1,222	9.47%	173,354,568.84	10.54%	131,268,127.12	10.59%
Campania	1,402	10.87%	155,170,976.32	9.44%	124,614,937.99	10.06%
Veneto	1,161	9.00%	148,889,883.32	9.06%	112,175,329.40	9.05%
Puglia	815	6.32%	93,757,201.72	5.70%	73,959,357.09	5.97%
Lazio	857	6.64%	102,108,914.66	6.21%	73,791,971.45	5.96%
Piemonte	692	5.36%	76,105,130.89	4.63%	59,081,410.02	4.77%
Sicilia	645	5.00%	73,343,291.91	4.46%	56,086,645.33	4.53%
Toscana	449	3.48%	70,598,572.46	4.29%	49,362,500.15	3.98%
Marche	381	2.95%	51,988,978.68	3.16%	39,472,422.59	3.19%
Abruzzo	500	3.88%	48,716,787.21	2.96%	37,544,993.89	3.03%
Trentino Alto Adige	224	1.74%	40,845,544.45	2.48%	27,113,347.10	2.19%
Calabria	374	2.90%	30,003,436.42	1.82%	24,157,765.92	1.95%
Liguria	162	1.26%	24,407,296.42	1.48%	20,049,208.30	1.62%
Basilicata	235	1.82%	24,210,348.64	1.47%	19,206,960.22	1.55%
Friuli Venezia Giulia	77	0.60%	11,951,851.90	0.73%	8,710,424.35	0.70%
Umbria	106	0.82%	11,417,105.16	0.69%	8,536,427.32	0.69%
Molise	90	0.70%	10,698,487.88	0.65%	8,121,664.37	0.66%
Sardegna	75	0.58%	5,713,512.49	0.35%	4,553,708.03	0.37%
Valle D'Aosta	12	0.09%	1,846,281.19	0.11%	1,131,620.58	0.09%
Total	**12,899**	**100.00%**	**1,644,169,459.36**	**100.00%**	**1,239,157,420.75**	**100.00%**

USE OF PROCEEDS

The total proceeds of the issue of the Notes, are expected to be, on the Issue Date, Euro 1,249,707,000.00 and will be applied by the Issuer to: **(i)** early redeem the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 (the "**Class A Notes Warehouse**" or the "**Senior Notes Warehouse**") and the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 (the "**Class J Notes Warehouse**" or the "**Junior Notes Warehouse**" and, together with the Senior Notes Warehouse, the "**Notes Warehouse**") issued by the Issuer on 22 September 2022 (the "**Issue Date Warehouse**") in the context of the so-called "warehouse phase" of the Securitisation (the "**Warehouse Phase**") and **(ii)** establish the Debt Service Reserve Amount and the Retention Amount.

WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES AND THE CLASS B NOTES

The estimated weighted average life of the Class A Notes and the Class B Notes cannot be predicted as the actual rate and timing at which amounts will be collected in respect of the Aggregate Portfolio and a number of other relevant facts are unknown.

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in net reduction of principal of such security (assuming no losses).

The following tables shows the estimated weighted average life of the Class A Notes and the Class B Notes and was prepared based on the characteristics of the Receivables included in the Aggregate Portfolio as at 13 May 2023 (the "**Relevant Cut-Off Date**") and on additional assumptions, including the following:

(a) no Trigger Event has occurred;

(b) the Rated Notes will not be redeemed in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) or Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*);

(c) there are no Lease Contracts which are Delinquent Lease Contracts or Defaulted Lease Contracts;

(d) the Receivables will be subject to a constant annual prepayment at the rates set out in the table below;

(e) no purchases, sale and/or renegotiations on the Aggregate Portfolio will be made.

A) *TABLE SHOWING THE ESTIMATED WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES*

Constant prepayment rate (CPR) (% per annum)	**Class A1 Notes**		**Class A2 Notes**	
	Expected weighted Average Life (years)	**Expected Maturity**	**Expected weighted Average Life** (years)	**Expected Maturity**
0.00%	1.09	Jun 25	2.52	Jun 26
0.50%	1.08	Jun 25	2.49	Jun 26
1.00%	1.06	Jun 25	2.47	Jun 26
1.50%	1.04	Jun 25	2.44	Jun 26
3.00%	1.00	Jun 25	2.37	Mar 26
5.00%	0.94	Mar 25	2.27	Mar 26

B) *<u>TABLE SHOWING THE ESTIMATED WEIGHTED AVERAGE LIFE OF THE CLASS B NOTES</u>*

Constant prepayment rate (CPR) (% per annum)	**Class B Notes**	
	Expected weighted Average Life (years)	**Expected Maturity**
0.00%	3.59	Sept 27
0.50%	3.56	Sept 27
1.00%	3.54	Sept 27
1.50%	3.51	Sept 27
3.00%	3.43	Jun 27
5.00%	3.33	Jun 27

The actual characteristics and performance of the Receivables are likely to differ from the assumptions used in constructing the above tables, which is hypothetical in nature and is provided only to give a general sense of how the cash flows might behave under varying prepayment scenarios. Any difference between such assumptions and the actual characteristics and performance of the Receivables will cause the weighted average life of the Class A Notes and the Class B Notes to differ (and such difference could be material) from the corresponding information in the table above.

The estimated average life of the Class A Notes and the Class B Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates above will prove in any way to be realistic and they must therefore be viewed with caution.

THE ISSUER

1. Introduction

The Issuer was incorporated in the Republic of Italy as a special purpose vehicle pursuant to Article 3 of the Securitisation Law, as a limited liability company (*società a responsabilità limitata*) with a sole quotaholder on 13 July 2022 under the name of Alba 13 SPV S.r.l. and enrolled under No. 35945.5 in the register of the *società veicolo* held by Bank of Italy pursuant to Article 4 of the Bank of Italy's Regulation dated 7 June 2017 (*Disposizioni in materia di obblighi informativi e statistici delle società veicolo coinvolte in operazioni di cartolarizzazione*). The registered office of the Issuer is at Via V. Alfieri n. 1, 31015 Conegliano (Treviso). The fiscal code and enrolment number with the companies register of Treviso-Belluno is 05341060266. The Issuer's telephone number is +39 0438 360926. The LEI Code of the Issuer is 815600B6E0BDBB99B088.

The Issuer has no employees, operates under Italian law and under its by-laws it shall expire on 31 December 2100.

The authorised capital of the Issuer is Euro 10,000. The issued capital of the Issuer is Euro 10,000 fully paid up and fully owned by Stichting Bears.

Since the date of its incorporation the Issuer has not engaged in any business other than the purchase of the Receivables pursuant to the Master Transfer Agreement and the carrying out of the Warehouse Phase of the Securitisation. No dividends have been declared or paid and no indebtedness, other than the Issuer's costs and expenses of incorporation and the indebtedness relating to the Warehouse Phase of the Securitisation, has been incurred by the Issuer.

To the best of its knowledge, the Issuer is not directly or indirectly owned or controlled, apart by its Sole Quotaholder. Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer and its Sole Quotaholder in the Transaction Documents and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer.

2. Principal activities

The scope of the Issuer, as set out in Article 3 of its By-laws (*statuto*), is exclusively to purchase monetary receivables in the context of securitisation transactions, and to fund such purchases by issuing asset-backed securities or by other forms of limited recourse financing, all pursuant to Article 3 of the Securitisation Law.

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 for in the Terms and Conditions and the Intercreditor Agreement, *inter alia*, incur any other indebtedness for borrowed moneys or engage in any business, pay any dividends, repay or otherwise return any equity capital, consolidate or merge with any person or convey or transfer its property or assets to any person.

The Issuer will covenant to observe, *inter alia*, those restrictions which are detailed in the Terms and Conditions.

3. Directors and auditors

The sole director (*amministratore unico*) of the Issuer (the "**Director**") is Andrea Crespan.

The Director was appointed on 11 July 2022 until resignation or revocation.

The physical person designated Andrea Crespan is domiciled for this purpose at Via V. Alfieri 1, 31015 Conegliano (TV), Italy.

No statutory auditors (*sindaci*) have been appointed.

The Director currently holds the following significant external role:

Company	Role
Alba 13 SPV S.r.l.	Sole director
EBB S.r.l.	Sole director
Viveracqua Hydrobond 2022S.r.l.	Sole director
Lombardia Basket Bond S.r.l.	Sole director
Viveracqua Hydrobond 2020 S.r.l.	Sole director
Basket Bond Italia S.r.l.	Sole director
Viveracqua Hydrobond 1 S.r.l.	Chairman of the board of Director and managing director

4. Capitalisation

The capitalisation of the Issuer as at the Issue Date is as follows:

(a)	**Issued share capital**	
	Registered capital divided into quotas (fully paid)	Euro 10,000
(b)	**Loan capital**	
	Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042	Euro 522,600,000

Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042	Euro 263,100,000
Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042	Euro 267,600,000
Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042	Euro 196,407,000
Total loan capital	Euro 1,249,717,000.00

Save for the foregoing, at the date of this Prospectus, the Issuer has no 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 (other than the Notes Warehouse that will be redeemed in full by the Issuer on the Issue Date using the net proceeds of the issuance of the Notes).

5. Financial statements

Since its date of incorporation the Issuer has not commenced operations other than the implementation of the Warehouse Phase of the Securitisation and the execution of the relevant transaction documents. The Issuer's financial year end is 31 December of each calendar year. The first financial statements of the Issuer have been published with respect to the period ending on 31 December 2022 and have been reviewed by a professional audit.

6. Accounting treatment of the Receivables

Pursuant to the applicable regulations of the Bank of Italy, the accounting information relating to the Securitisation and to the previous securitisations (if any) will be contained in the Issuer's "*nota integrativa*" which, together with the balance sheet and the profit and loss statement form part of the financial statements of an Italian limited liability company ("*società a responsabilità limitata*").

7. The Issuer's auditor

The Issuer's auditor, for the period covered by the historical information set out in the section headed "*Documents incorporated by reference*", is KPMG S.p.A.. The Issuer's accounting reference date is 31 December in each year and its last accounting year ended on 31 December 2022.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated by reference in, and form part of, this Prospectus.

Documents	Information contained	Reference page
Financial statement of the Issuer as of 31 December 2022 https://www.securitisation-services.com/it/files/A-Best%2014/Alba%2013/alba%2013%20bilancio%20EN.pdf	Sole Director's Report on Operations	N/A
	Ordinary Balance sheet as at 31 December 2022	Page 5
	Ordinary Income statement (Profit and Loss Account)	Pages 5 - 8
	Notes to financial statements	Pages 9 - 27
Auditors' report on the financial statement of the Issuer as of 31 December 2022 https://www.securitisation-services.com/it/files/A-Best%2014/Alba%2013/alba%2013%20bilancio%20EN.pdf	Auditors' report on financial statement as of 31 December 2022	Pages 1 -3

This Prospectus and the documents incorporated by reference will be published by the Issuer on the website of the Euronext Dublin (https://www.euronext.com/it/markets/dublin).

Those parts of the documents incorporated by reference in this Prospectus which are not specifically mentioned in the cross-reference list above are either not relevant for prospective investors or covered elsewhere in this Prospectus.

THE CALCULATION AGENT

Banca Finanziaria Internazionale S.p.A. is a bank incorporated under the laws of Italy as a *"società per azioni"*, having its registered office in Via V. Alfieri 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the Companies' Register of Treviso-Belluno under number 04040580963, VAT Group "Gruppo IVA FININT S.P.A." - VAT number 04977190265, registered with the Bank of Italy pursuant to Article 13 of the Consolidated Banking Act under number 5580, parent company of the "Gruppo Banca Finanziaria Internazionale", member of the *Fondo Interbancario di Tutela dei Depositi* and of the *Fondo Nazionale di Garanzia*.

Banca Finanziaria Internazionale S.p.A. is an independent Italian financial services organisation, leading provider of services to the structured finance industry. In particular, Banca Finanziaria Internazionale S.p.A. acts as servicer, corporate servicer, calculation agent, programme administrator, cash manager, representative of the noteholders, back-up servicer, back-up servicer facilitator, back-up calculation agent in several structured finance deals.

In the context of this Securitisation, Banca Finanziaria Internazionale S.p.A. acts as Calculation Agent, Back-Up Servicer, Representative of the Noteholders and Corporate Services Provider.

Banca Finanziaria Internazionale S.p.A. is subject to the auditing activity of Deloitte & Touche S.p.A.

The information contained in this section "*The Calculation Agent*" relates to Banca Finanziaria Internazionale S.p.A. and has been obtained from it. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by Banca Finanziaria Internazionale S.p.A., no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Banca Finanziaria Internazionale S.p.A. since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

THE ACCOUNT BANK AND THE PAYING AGENT

About Securities Services at BNP Paribas

The Securities Services business of BNP Paribas is a multi-asset servicing specialist with local expertise in 35 markets around the world and a global reach covering 90+ markets. This extensive network enables BNP Paribas to provide its institutional investor clients with the connectivity and local knowledge they need to navigate change in a fast-moving world.

As of 31 December 2022, Securities Services had USD 11.9 trillion in assets under custody, USD 2.5 trillion in assets under administration and 9,382 funds administered. At the date of this Prospectus, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of "A+" with stable outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. and "AA-" with stable outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

The information contained in paragraphs above relates to BNP Paribas, Italian Branch and has been obtained from it. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by BNP Paribas, Italian Branch, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of BNP Paribas, Italian Branch since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

SUMMARY OF PRINCIPAL DOCUMENTS

The description of the principal Transaction Documents set out below is a summary of certain features of the agreements and is qualified by reference to the detailed provisions of the relevant agreements. Prospective Noteholders may inspect a copy of each Transaction Document upon request at the registered office of the Representative of the Noteholders. Capitalised terms used in the description below, to the extent not defined in this Prospectus, shall have the meanings ascribed to them in the Master Definition Agreement.

1. THE MASTER TRANSFER AGREEMENT

General

On 5 September 2022, the Issuer and the Originator entered into the Master Transfer Agreement setting out, *inter alia*, the terms and conditions for the sale of the Initial Portfolio transferred by the Originator to the Issuer and the purchase by the Issuer of any other Subsequent Portfolio.

The Master Transfer Agreement will be amended and supplemented under the Master Amendment Agreement.

The Initial Portfolio

Under the Master Transfer Agreement the Issuer purchased:

(i) on 5 September 2022, the Initial Portfolio from the Originator with economic effects as of 20 August 2022 (excluded);

(ii) on 5 December 2022, the First Subsequent Portfolio with economic effects as of 1 December 2022 (excluded); and

(iii) on 6 March 2023, the Second Subsequent Portfolio with economic effects as of 1 March 2023 (excluded).

The Initial Purchase Price of the Initial Portfolio has been funded through the net proceeds of the initial instalments paid on the Issue Date Warehouse in respect of the Notes Warehouse. The Initial Purchase Price of each Subsequent Portfolio has been funded through the net proceeds of the further instalments paid during the Ramp-Up Period in respect of the Notes Warehouse.

Key features of the sale of the Aggregate Portfolio

The Initial Portfolio and each Subsequent Portfolio have been transferred without recourse (*pro soluto*), in accordance with the combined provisions of Articles 1 and 4 of the Securitisation Law and Article 58 of the Consolidated Banking Act and subject to the satisfaction of certain conditions set forth in the Master Transfer Agreement.

The Initial Portfolio and each Subsequent Portfolio have been selected on the basis of the Criteria (for further details, see the section entitled "*The Aggregate Portfolio*").

Representations and warranties as to matters affecting the Originator

The Master Transfer Agreement contains representations and warranties given by the Originator as to matters of law and fact affecting the Originator including, among others:

(a) all information and data provided by the Originator to the Issuer (including their respective agents and advisors) and the Rating Agencies in relation to the Master Transfer Agreement, the other Transaction Documents and, in general in relation to the Securitisation, and concerning, but not limited to, the Originator itself, the Lease Agreements, the Instalments, the Lessees, the Assets, as well as the Criteria, are true, correct and complete in all respects;

(b) the Originator is a legal entity, validly incorporated and which is existing and solvent in accordance with Italian law;

(c) the Originator has taken all actions and obtained all authorisations necessary for the execution and the completion of the Master Transfer Agreement and all other Transaction Documents to which it is a party;

(d) the execution and the completion by the Originator of the Master Transfer Agreement and all other Transaction Documents to which it is a party do not breach nor violate: (i) its constitutional documents or by-laws; (ii) any relevant laws or regulations in force; (iii) contracts, deeds, agreements or other documents which are binding upon the Originator; or (iv) any judicial proceedings, decisions, arbitral awards, injunctions or any decrees which are binding or influential upon the Originator or upon its assets;

(e) the payment obligations assumed by the Originator under the Master Transfer Agreement and all the other Transaction Documents to which it is a party constitute claims against it ranking at least *pari passu* with the claims of all its other creditors that are neither subordinated nor secured under Italian law, except for those whose claims are preferential under applicable laws and limited to the provisions of such applicable laws;

(f) the Master Transfer Agreement and all other Transaction Documents to which the Originator is a party (i) constitute obligations which are legal, valid and binding on the Originator and which are validly enforceable against it and (ii) have been entered into by the Originator in the course of its commercial activity;

(g) no disputes, judicial proceedings, arbitral proceedings or legal actions exist, are pending or are threatened against the Originator in respect of its assets (including the Receivables) or its business activities nor are there any commenced or threatened disputes, judicial proceedings, arbitral proceedings or legal actions before any court or applicable regulatory authority which could prejudice on the capacity of the Originator to definitively and irrevocably transfer, with no possibility of revocation, the Receivables in accordance with the terms of the Master Transfer Agreement, or which could prejudice the Originator from diligently fulfilling its obligations under the Master Transfer Agreement and all other Transaction Documents to which it is a party;

(h) no facts or circumstances exist which could render the Originator insolvent or otherwise unable to diligently fulfil its obligations or which could expose it to insolvency proceedings, nor has any step been taken for liquidation or winding up of the Originator, nor have any other acts been taken against the Originator which may prejudice its ability to acquire or sell the Receivables or to fulfil the obligations undertaken by it under the terms of the Master Transfer Agreement or fulfil its obligations under any other Transaction Documents to which the Originator is a party, nor shall the execution of the Master Transfer Agreement any other Transaction Documents to which it is a party cause the Originator to become insolvent;

(i) in the administration and management of both the Receivables and the Lease Agreements, the Originator has complied with all applicable regulations on the protection of personal data and confidentiality, including, but not limited to, the provisions of the Privacy Law;

(j) the Originator is not obliged under Italian law to make any withholding or deduction for tax purposes on any sums payable by it under the Master Transfer Agreement or the other Transaction Documents to which it is a party or on any sums payable by a Lessee or any other person in connection with the Receivables and the Lease Agreements;

(k) neither the execution, nor the performance by the Originator of the Master Transfer Agreement and the other Transaction Documents to which it is a party, nor the disclosure of accounting or other information relating to the Lessees, the Lease Agreements, the Receivables, the Assets, nor the disclosure of the so-called "*Standard Creditizi*" and the Credit and Collection Policies, shall contravene or constitute a breach of any other agreement (including, without limitation, the Lease Agreements) to which the Originator is a party.

(l) the financial statement as at 31 December 2022 has been prepared in compliance with the general accounting standards, in accordance with the Italian law, and has been positively certified by external auditors acknowledged at international level;

(m) there has been no material adverse change in the financial and administrative condition of the Originator since the date of its most recent audited balance sheet which may prejudice the Originator's ability to comply with and diligently fulfil its obligations under the Master Transfer Agreement and all other Transaction Documents to which it is a party;

(n) without prejudice to the provisions of the Transaction Documents, there is no servicing or other similar agreement in relation to the Receivables included in the Aggregate Portfolio and the Originator has not mandated any third party, other than an Authorised Person, to manage and collect the Receivables except as set out in the Servicing Agreement and the other Transaction Documents.

Representations and warranties in relation to the Receivables

The Master Transfer Agreement contains representations and warranties of the Originator in respect of the Receivables originated by it comprised in the Aggregate Portfolio sold to the Issuer, including, among others, that:

(a) the Receivables are existent and constitute valid, legal, binding obligations and are enforceable with full rights of recourse against of the Lessee and/or any Guarantors;

(b) the prospectus of the Receivables attached to the Master Transfer Agreement provides in relation to the Receivables comprised in the Aggregate Portfolio all information required by the terms of the Master Transfer Agreement and such information are true, correct and complete;

(c) the transfer of Receivables to the Issuer under the Master Transfer Agreement does not have any negative effect on the exact fulfilment of the payment obligations of the Receivables by the relevant Lessees and/or any Guarantors;

(d) all permits, approvals and authorisations have been obtained from and all registrations have been made with the relevant authorities, which are necessary for the transfer of the Receivables and for the payment of the same by the relevant Lessees and Guarantors;

(e) the Receivables have been selected on the basis of and in accordance with the Criteria attached as schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) to the Master Transfer Agreement, and, with respect to Subsequent Portfolios, in accordance with annex A to the relevant Offer Notice related to the relevant Subsequent Portfolio, with respect to the relevant Valuation Date (or such other date as may be specified in respect of a particular Criterion);

(f) the Receivables derive from Lease Contracts and, as far as the Originator is aware, all of them have been duly signed by persons with all the necessary powers, authorisations and permissions to do so;

(g) each Lease Contract is governed by Italian law;

(h) the leased Assets have been chosen directly by the respective Lessees and the terms and conditions of the relevant sale and purchase agreement (including, by way of example, price, terms, delivery, warranty and assistance terms and excluding insurance) have been agreed by them directly with the sellers and the Originator has finalised the sale and purchase agreements of the Assets exclusively on the basis of the information received from the Lessees;

(i) each Lease Contract provides for the obligation of the relevant Lessee to make in any case the envisaged payments to the extent and at the envisaged deadlines, even if the relevant Asset is not suitable for the purpose for which it was intended by the Lessee, is destroyed, in whole or in part, the Lessee loses ownership or the same is contested, the Asset is unusable, in whole or in part, for obvious or hidden defects or is not available to the Lessee for reasons not attributable to the Originator and the Lessee may not validly suspend payment of the Instalments or request the return of the Instalments paid or the termination of the Lease Contract upon the occurrence of the above circumstances or of any event referred to in Article 1455 of the Italian Civil Code;

(j) each Lease Contract, as well as any other contract, agreement, deed or document related thereto, including the ancillaries guarantees, the leasing conventions, the Prestoleasing conventions, is valid and effective and there are no grounds for the declaration of invalidity or ineffectiveness of the same or of one or more of its provisions and, constitutes, for the parties who are part of it (including any Guarantors), a source of valid, legal, and binding obligations enforceable against such parties in accordance with the relevant terms and conditions;

(k) each Lease Contract, as well as any other contract, agreement, deed or document related thereto, has been executed in compliance with all applicable laws and regulations, including, but not limited to, the laws and regulations governing leasing activities, the Privacy Legislation, the Usury Law and the provision of Article 1283 of the Italian Civil Code, as amended and supplemented from time to time. With respect to the Receivables from time to time assigned by the Originator to the Issuer under the Master Transfer Agreement, all the requirements of the Italian anti-money laundering legislation (including the provisions of the Legislative Decree no. 231/2007) have been and shall be fulfilled (as the case may be);

(l) the authorisations, approvals, licenses, registrations, annotations, presentations, authentications and any other action necessary to ensure the validity, legality, effectiveness or degree of subordination of the rights and obligations assumed by the parties to each Lease Contract and any other contract, deed, agreement or document related thereto, have been respectively obtained, carried out and executed in accordance with the law;

(m) there is no relevant obligation on the Originator arising out of any Lease Contract, contract, deed, agreement or document related thereto in respect of which the Originator is in default;

(n) each Lease Contract has been executed in compliance with the contractual standards utilised from time to time for lease contracts by the Originator and has been amended, among the relevant signing date and the transfer date, on the basis of the Credit and Collection Policies and the Transaction Documents;

(o) each Lease Contracts and any other contract, agreement, deed or document related thereto has been entered into and executed without fraud or wilful misconduct (*dolo*) by or on behalf of the Originator or any of its directors, officers and/or employees;

(p) the Originator has the exclusive title to the Receivables and the corresponding Assets and the Originator did not transfer (neither by way of outright transfer nor by way of security) to any third party, transfer in any community of property, create a mortgage over, create any lien on, any Receivables and/or Assets and it did not, and did not grant its consent to any third party to, create any lien, pledge, mortgage or any other encumbrances or rights or security rights for the benefit of third parties on any

Receivables and/or Assets and it did not waive any of its rights deriving from the Receivables;

(q) the Lease Contracts and other contracts, deeds, agreements or documents related thereto (including leasing conventions, PrestoLeasing conventions and insurance policies) do not contain clauses or provisions by virtue of which the Originator is prohibited, even partially, from transferring, assigning or otherwise disposing of the Receivables (and the related indemnities). The transfer of the Receivables to the Issuer under the terms of the Master Transfer Agreement shall not prejudice or affect in any way the obligations of the Lessees and any other person in any way obligated to the Originator under a contract, deed, agreement entered into in connection with the Lease Contract, as to the payment of the amounts due in respect of the Receivables;

(r) the Originator has possession of all complete and diligently kept books, registers, information and documents relating to each of its Lease Contracts, Receivables, Lessees and Assets;

(s) the management, administration, collection and recovery procedures adopted by the Originator in relation to the respective Lease Contracts, Receivables and Assets have been conducted in all respects in compliance with all applicable laws and regulations, with care, professionalism and diligence, in accordance with prudential policies and in compliance with the Credit and Collection Policies;

(t) all taxes, duties and fees of any kind payable by the Originator in connection with each Receivable, Asset, Lease Contract and any other contract, deed or document relating thereto, or the performance and fulfilment of any related action or formality, have been duly and punctually paid by the Originator;

(u) as at the relevant Valuation Date and the relevant Transfer Date, there are no disputes, judicial proceedings (civil or administrative), arbitral proceedings or legal proceedings in course, pending or threatened in relation to the Lease Contracts or the Receivables which may invalidate in any way the transfer of Receivables and/or the exercise of the rights relating to the Receivables;

(v) at the relevant Valuation Date and the relevant Transfer Date, no claims have been made in writing (not even for acquisitive prescription (*usucapione*)) or actions of ownership (*azioni possessorie o petitorie*) by third parties in relation to the Assets, nor have any prejudicial registrations or transcriptions been made or claims made by third parties that may prejudice, affect or compromise in any way the exercise of the rights referred to in the Receivables;

(w) under the terms of the relevant Lease Contract, no Lessees has accrued or may accrue any right to any compensation or remuneration for improvements made to any Asset. Each Lessee is and shall be obliged to make the necessary replacements or repairs to the relevant Assets at its own expenses and the Originator is not and shall not be obliged to indemnify any Lessees for any expenses incurred in doing so. No Lessees has or shall have the right to offset the relevant Instalments due to the Originator in connection with the above events;

(x) as far as the Originator is aware on the basis of the information provided ad the date of entering into of the relevant Lease Contract, all the real estate Assets comply with all applicable planning and building laws and regulations and all historical and architectural restrictions or, otherwise, a valid petition of amnesty with reference to any existing irregularity had been duly filed with the competent authorities;

(y) the real estate Assets have been completed and are not under construction and conform with the description set out in the relevant Lease Contract and have been registered at the competent land registry or, otherwise, an application for such registration has been duly filed;

(z) to the Originator's knowledge, having carried out all the necessary investigations, all real estate Assets comply with all applicable laws and regulations concerning health and safety and environmental protection (*legislazione in materia di igiene, sicurezza e tutela ambientale*);

(aa) the Lessees have entered into the Lease Contracts in the course of their commercial activity;

(bb) in relation to each Lease Contract, as amended and/or supplemented:

(i) in the event of the non-recognition, delay in payment, suspension, forfeiture or revocation of a contribution (whether payable directly to the assigned Debtor or to the Originator) relating to the Lease Contract, to the best of the Originator's knowledge, no Lessees shall be entitled under the terms of the Lease Contract to exercise any right of termination or to interrupt or suspend or reduce the obligation of regular payment of the instalments owed by such Lessees;

(ii) under the terms of the relevant Lease Contract, no Lessees shall be entitled to demand the early repayment of any amount due under the relevant Lease Contract before the due date set forth in the relevant agreement; and

(iii) the validity and effectiveness of the relevant Lease Contract is not subject to the request or obtaining of any subsidised contributions and, therefore, the failure to obtain, or the delayed disbursement, suspension, forfeiture or revocation of such contributions shall not justify any interruption or suspension by the Lessees of the regular payment of the periodic instalments at the contractually agreed dates, nor constitute grounds for withdrawal from the Lease Contract;

(cc) the Receivables are not backed by any ancillary guarantee that is not assigned to the Purchaser under the Master Transfer Agreement;

(dd) Lease Contracts are not assisted by any form of financial facility, except for the facilities provided for in the Criteria, in which case:

(i) the Originator has paid all the amounts disbursed to the relevant Lessees within the terms and deadlines set forth therein and with respect to such facilities;

(ii) the laws governing the relevant facilities and the relevant Lease Contract do not provide for the consent of the relevant subject or the fulfilment of particular formalities in order to make the assignment by the Originator of the Receivables valid against the Lessees or third parties, nor any further limit to the assignment itself;

(iii) the regulations governing the relevant facilities and the relevant Lease Contract do not provide for any amendments to the provisions of Lease Contracts;

(iv) the Lessees has no right to offset the contribution received and the amount due under the relevant Lease Contract;

(v) in the event that the facilitator has the right - on the basis of legal or contractual provisions - to obtain the restitution of sums of money disbursed as a facility, there are no provisions on the basis of which the instalments paid by the Lessees can be used to return the aforesaid sums to the facilitator;

(vi) the laws governing the relevant facilities and the relevant Lease Contract do not provide that the facilitator has: (i) the right to a share of the sums due from the Lessees and/or the transfer of the guarantees that assist the relative Lease Contract; (ii) interest or rights in relation to the collection and recovery of such sums or the right to determine and/or be consulted in relation to the collection and recovery activities of the same;

(vii) the laws governing the relevant facilities and the relevant Lease Contract do not provide - in the event of a reduction in the amount of the subsidized loan, its termination or revocation of the facilities - for the redetermination of the subsidised lease instalments with consequent amendment of the Lease Contracts and charging the Lessees with any necessary adjustments;

(ee) all the Insurance Policies are legal and valid pursuant to the terms thereof. According to each Insurance Policy and, as far as the Originator is aware having carried out all the necessary investigations, any premium related to the Insurance Policies has been duly and timely paid;

(ff) the Originator is the beneficiary pursuant to each Insurance Policy (unless for such Insurance Policies covering Lease Contracts entered into within 1 October 2012 in relation to which there is no appendix (*appendice di vincolo*) in favour of the Originator) and the assignment by the Lessees of the rights owing to them under the insurance policies does not impact upon the validity of the Insurance Policies or the rights so assigned;

(gg) the Insurance Policies cover Assets for a value at least equal to the amount financed for real estate and movable Assets other than motor vehicles and, for a market value for motor vehicles;

(hh) each Lease Agreement represents a loan in the form of a financial lease and has all the characteristics required to be qualified and included in the so-called "*leasing traslativo*" as identified by the prevailing orientation of the case law of the Italian Supreme Court (*Corte Suprema di Cassazione*), according to which the lease contract can be said to fall into this category, which provides for (i) at the relevant contractual expiry date, a redemption price, to be paid by the Lessees to exercise the option to purchase the leased Asset, of an amount substantially lower than the residual value of the asset; and (ii) the Instalments, to be paid by the Lessees in the course of the contractual relationship, which include not only the consideration for use but also a part of the price of the Asset;

(ii) no Lease Contract provides for the Lessees' right to purchase the Asset before the expiry of the contractual term for the financial lease;

(jj) each Debtor is resident or has its registered office in Italy and no Debtor is a public administration, or a public body, or a body or companies controlled by a public administration;

(kk) there is no possibility of set-off of receivables eventually claimed by the Lessees towards the Originator and the Receivables;

(ll) the Originator has not subordinated its rights arising from the Receivables to the rights of other creditors;

(mm) the Originator has not exempted (other than in relation to payments made for the corresponding amount to satisfaction of the Receivables in question) or released any Lessees from their obligations, nor has the Originator waived any of its own rights with respect to the Receivables;

(nn) none of the Lease Contracts expressly provides for the possibility for the relevant Lessee to terminate in advance the relevant Lease Contract;

(oo) the Originator has not entered into any swap or other derivative contract with the Lessees in relation to the Receivables;

(pp) as far as the Originator is aware, the Assets of the Lease Contracts are not under enforcement proceedings or similar legal actions by third parties;

(qq) as at the relevant Valuation Date and the relevant Transfer Date, the construction of each real estate Asset had been completed and the certificate of usability (*certificato di agibilità*) and all other documents attesting to the correct execution of the construction work had been issued in relation to each real estate Asset;

(rr) as of today, the Originator has not adhered to the "Agreement for Credit 2019", signed on 15 November 2018 (as extended and amended from time to time, most recently with the addendum signed on 17 December 2020), between the Italian Banking Association and the associations representing companies, which proposes measures to suspend and lengthen funding for Small and Medium Enterprises.

Representations and warranties in relation to the STS requirements

In addition to the above, with respect to the designation of the Securitisation as "STS" or "simple, transparent and standardised" within the meaning of Article 18 of the Securitisation Regulation, in Master Transfer Agreement the Originator has represented and warranted that:

(a) pursuant to Article 6, paragraph 2 of the Securitisation Regulation, the Originator has not selected the Receivables transferred to the Issuer with the aim of rendering losses on these Receivables, measured over the life of the Securitisation, higher than the losses over the same period on comparable assets held on the balance sheet of the Originator;

(b) pursuant to Article 20, paragraph 11, first line of the Securitisation Regulation, as at the relevant Valuation Date and relevant Transfer Date, none of the Receivables (i) relates to a Delinquent Lease Contract or a Defaulted Lease Contract, (ii) is in default pursuant to Article 178, paragraph 1, of Regulation (EU) No. 575/2013;

(c) pursuant to Article 20, paragraph 10, first line of the Securitisation Regulation, the Receivables have been originated by the Originator in the course of its commercial activity; in compliance with Article 20, paragraph 10, fourth line of the Securitisation Regulation, Alba Leasing has more than 5 (five) years of experience in the granting of financial leases of a similar nature to those from which the Receivables are derived;

(d) pursuant to Article 20, paragraph 6 of the Securitisation Regulation, as at the relevant Valuation Date and relevant Transfer Date, the Originator has the exclusive title to the Receivables and such Receivables are not subject to any attachment (*pignoramento*) or seizure (*sequestro*), lien nor to other encumbrances in favour of third parties, nor is it in any other situation likely to adversely affect the enforceability of the sale of such Receivables under the Transfer Agreement. The Originator is a party to the Lease Contracts as lessor;

(e) pursuant to Article 20, paragraph 10, third line of the Securitisation Regulation, each Lease Contract was entered into only after the Originator or its agents have diligently complied with the provisions of the credit standards (also pursuant to Article 8 of Directive 2008/48/EC and of paragraph 33 of the EBA Guidelines, as applicable taking into consideration the type of Lease Contracts), and the relevant Debtor has met all the criteria set out therein. In compliance with Article 20, paragraph 10, first line of the Securitisation Regulation, the credit standards are no less stringent than those that Alba Leasing had applied to similar non-securitised exposures at the time of their creation;

(f) pursuant to Article 20, paragraph 7 of the Securitisation Regulation, the Receivables from time to time assigned from the Originator to the Issuer meet the predetermined, clear and documented eligibility criteria that do not allow active management of the portfolio of such receivables on a discretionary basis by the Issuer;

(g) each Lessee is a subject falling within the definition of "enterprise" as set out in the

European Commission's Recommendation of 6 May 2003 (C(2003) 1422);

(h) pursuant to Article 20, paragraph 8, third line of the Securitisation Regulation, the Receivables do not include transferable securities, as defined in point (44) of Article 4(1) of Directive 2014/65/EU;

(i) pursuant to Article 20, paragraph 9 of the Securitisation Regulation the Receivables do not include exposures *vis-à-vis* any securitisation transaction;

(j) pursuant to Article 21, paragraph 2 of the Securitisation Regulation, the Receivables do not include derivatives;

(k) pursuant to Article 20, paragraph 11 of the Securitisation Regulation, as far as the Originator is aware, none of the Lessees nor the relevant Guarantors:

    (a) have been declared insolvent or had a court grant their creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the closing date of the relevant Lease Contracts or have undergone a debt restructuring process with regard to their non-performing exposures within three years prior to the relevant Transfer Date; or

    (b) as at the date of conclusion of the relevant Lease Contracts, where applicable, were registered in a public credit registry of persons with adverse credit history or, in the absence of such public credit registry, in another credit registry available to the Originator; or

    (c) have a credit assessment or a creditworthiness score indicating the existence of a risk of default on contractually agreed payments significantly higher than that of comparable non-securitised exposures held by the Originator;

(l) pursuant to Article 20, paragraph 8, first line of the Securitisation Regulation and applicable Homogeneity RTS, as at the relevant Valuation Date and relevant Transfer Date the Initial Portfolio and each Subsequent Portfolio comprises Receivables which are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including the contractual, credit-risk and prepayment characteristics of the Loan, it being understood that:

    (a) the Receivables included in the Aggregate Portfolio have been originated in the ordinary course of business of the Originator, in compliance with credit granting parameters which have been similar to those applied by the Originator to evaluate risks of the Receivables;

    (b) the Receivables have been managed under similar servicing procedures;

    (c) the Aggregate Portfolio includes only one asset-type of receivables, that is Originator's receivables *vis-à-vis* the Lessees that qualify as enterprises in accordance with Recommendation (C(2003)1422) of the European Commission of 6 May 2003, and belong to the following the sub-sectors of business activity ("*linee di credito, compresi prestiti e leasing, concesse a qualsiasi tipo di impresa o società*") pursuant to the Homogeneity RTS; and

(d) within this sub-sectors of business activity "*linee di credito, compresi prestiti e leasing, concesse a qualsiasi tipo di impresa o società*", the Receivables meet the homogeneity requirement provided for in Article 2(3)(b)(ii) of the Homogeneity RTS, as the Lessees have their registered office or residence (as the case may be) in the territory of the Italian Republic;

(m) pursuant to Article 20, paragraph 5 of the Securitisation Regulation, the transfer of the Receivables from time to time assigned by the Originator to the Issuer shall be completed *vis-à-vis* the Debtors and third parties by completion of the publicity formalities that the Issuer undertakes to carry out in accordance with the procedures set out in clause 27 (*Undertakings of the Parties pursuant to and for the purposes of the Securitisation Law*) of the Master Transfer Agreement and therefore (i) to apply therefor within 1 (one) Business Day after the closing date of each transfer of the Initial Portfolio and/or the relevant Subsequent Portfolio and (ii) as a condition precedent to the payment of the "notes initial instalment payment" and each "further instalment payment" under the relevant Notes Warehouse. Accordingly, the transfer of the Receivables from time to time assigned by the Originator to the Issuer shall not be completed later than the closing date of the transaction (within the meaning of Article 20, paragraph 5 of the Securitisation Regulation);

(n) pursuant to Article 20, paragraph 12 of the Securitisation Regulation, as at the relevant Valuation Date and relevant Transfer Date, each Lessee has made at least one payment of an Instalment, at any title, with respect to the relevant Receivable;

(o) pursuant to Article 20, paragraph 13 of the Securitisation Regulation, the repayment of Receivables arising from Lease Contracts by Lessees is not predominantly dependent on the sale of the Assets;

(p) pursuant to Article 20, paragraph 8, second line of the Securitisation Regulation and the EBA Guidelines, the Receivables have pre-established periodic payment flows, the instalments of which are as follows may differ in terms of amount, for the payment of what is owed by way of lease, principal and interest;

(q) pursuant to Article 243, paragraph 2 of the CRR. at the time of their inclusion in the Securitisation, the underlying exposures (i.e., the Receivables) meet the conditions for being assigned, under the Standardised Approach and taking into account any eligible credit risk mitigation, a risk weight equal to or smaller than 100% of the single exposures.

Each of the representations and warranties of the Originator under schedule 5 (*Dichiarazioni e garanzie dell'Originator*) of the Master Transfer Agreement has been made as of the date of entering into of the Master Transfer Agreement, and shall be deemed to be repeated as of the Issue Date (or with regard to the different date indicated in specific representation warranties).

Option to repurchase individual Receivables in respect of which the relevant representation or warranty has been breached

As an alternative to the obligation of the Originator (provided by clause 20 (*Obblighi di Indennizzo dell'Originator*) of the Master Transfer Agreement) to indemnify the Issuer in the circumstances indicated therein, under clause 19 (*Opzione di acquisto sui singoli Crediti*) of the Master Transfer Agreement, the Issuer has granted to the Originator, pursuant to Article 1331 of the Italian Civil Code, the right to repurchase individual Receivables in respect of which a misrepresentation (related to any representation made under schedule 4-Part II of the Master Transfer Agreement) occurred, such right to be exercised within a period of 15 Local Business Days from the date on which the Originator has received an indemnity request.

If the Originator does not exercise such option within the time limit stated by clause 19 (*Opzione di acquisto su singoli Crediti*) of the Master Transfer Agreement or does not pay the repurchase price in relation to such Receivables in accordance with clause 19.3 (*Prezzo di Riacquisto*) of the Master Transfer Agreement, the Issuer will have the right to be indemnified in accordance with clause 20 (*Obblighi di Indennizzo dell'Originator*) of the Master Transfer Agreement.

Indemnity obligations of the Originator

Pursuant to clause 20 (*Obblighi di Indennizzo dell'Originator*) of the Master Transfer Agreement, the Originator has agreed to indemnify and hold harmless the Issuer from and against all damages, loss, claims, liabilities, costs and expenses incurred by it arising from, *inter alia*:

(a) breach by the Originator of its obligations under the Master Transfer Agreement or any other Transaction Document to which it is a party or any laws or regulation applicable to the Master Transfer Agreement or the Servicing Agreement;

(b) any representation or warranty made by the Originator under the Master Transfer Agreement or any Deed of Transfer or the Servicing Agreement or any Transaction Document being false, incomplete or incorrect;

(c) the failure to collect or recover any Receivables as a consequence of the legitimate exercise by a Lessee of any set-off claim against such Originator.

Representations and warranties as to matters affecting the Issuer

The Master Transfer Agreement contains representations and warranties given by the Issuer as to matters of law and fact affecting the Issuer including, among others:

(a) the Issuer is a limited liability company validly incorporated, which is existing and solvent in accordance with Italian law;

(b) the Issuer has taken all actions and obtained all authorisations necessary for the execution and the completion of the Master Transfer Agreement and all other

Transaction Documents to which it is a party;

(c) the execution and the completion by the Issuer of the Master Transfer Agreement and all other Transaction Documents to which it is a party do not breach nor violate: (i) its constitution documents or by-laws; (ii) any relevant laws or regulations in force; (iii) contracts, deeds, agreements or other documents which are binding upon the Issuer; or (iv) any judicial proceedings, decisions, arbitral awards, injunctions or any decrees which are binding or influential upon the Issuer or upon its assets;

(d) the Master Transfer Agreement, the other Transaction Documents and any further action described therein, constitute legal, valid and binding obligations which are fully and immediately enforceable against the Issuer subject to the terms and condition thereof; and

(e) the Issuer is solvent and, to the best of its knowledge, information and belief, no facts or circumstances exist which could render the Issuer insolvent or otherwise unable to fulfil its obligations or which could expose it to insolvency proceedings, nor has the Issuer taken any steps to initiate its liquidation or winding up, nor have any other acts been taken against the Issuer which may prejudice the ability of the Issuer to acquire or sell the Receivables or to fulfil the obligations undertaken by the Issuer under the terms of the Master Transfer Agreement or of any other Transaction Documents to which the Issuer is a party, nor shall the execution of the Master Transfer Agreement any other Transaction Documents to which the Issuer is a party cause the Issuer to become insolvent.

Ramp-Up Period

Under the Master Transfer Agreement, for the entire duration of the Ramp-Up Period, the Originator was entitled to transfer and the Issuer is obliged purchase one or more Subsequent Portfolios, subject to the provisions of the Master Transfer Agreement and exclusively upon the fulfilment of the conditions listed in schedule 3 (*Condizioni per procedere all'Acquisto dei Portafogli Successivi*) thereto.

Purchase Price

<u>*Initial Purchase Price*</u>

The Initial Purchase Price agreed upon by the Originator and the Issuer is equal to:

(i) with respect to the Initial Portfolio, Euro 891,348,911.29 corresponding to the Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the relevant Valuation Date;

(ii) with respect to the First Subsequent Portfolio, Euro 287,336,758.49 corresponding to the Outstanding Principal of the Receivables comprised in the First Subsequent Portfolio as at the relevant Valuation Date; and

(iii) with respect to the Second Subsequent Portfolio, Euro 211,443,578.15

corresponding to the Outstanding Principal of the Receivables comprised in the Second Subsequent Portfolio as at the relevant Valuation Date.

Residual Optional Instalment

The amount due to the Originator as Purchase Price of the Residual Optional Instalment shall be paid solely through the relevant Residual Optional Instalment received by the Issuer and shall be paid on the Payment Date immediately following the Quarterly Settlement Period on which such Residual Optional Instalment was received by the Issuer in accordance with the provisions of the Cash Allocation, Management and Payment Agreement.

The Residual Optional Instalment shall not be part of the Issuer Available Funds and the relevant Purchase Price of the Residual Optional Instalment will be paid to the Originator outside of the applicable Priority of Payments and solely upon the effective collection by the Issuer.

Deferred Purchase Price

The amount due to the Originator as Deferred Purchase Price shall be paid, following the relevant Transfer Date, by the Issuer on each Payment Date falling after the date of completion of the formalities and, in any case, using the Issuer Available Funds as at such date and in accordance with the applicable Priority of Payments. Moreover, the Parties acknowledged that the obligation to pay the Deferred Purchase Price is future and uncertain.

Option to repurchase all of the Receivables comprised in the Aggregate Portfolio

Under the Master Transfer Agreement, the Issuer has irrevocably granted to the Originator an option (the "**Aggregate Portfolio Call Option**"), pursuant to Article 1331 of Italian Civil Code, to repurchase (in whole but not in part) the Aggregate Portfolio.

The Aggregate Portfolio Call Option can be exercised on (i) each Payment Date falling after the Quarterly Settlement Date on which the aggregate of the Outstanding Amount of the Aggregate Portfolio is equal to or less than 10% of the Outstanding Amount of the Aggregate Portfolio (as of the Relevant Cut-Off Date) or (ii) each date after the First Payment Date on which the Class A Notes can be repaid in full at their Principal Amount Outstanding being sufficient Issuer Available Funds for such purpose (therefore, without the Issuer being required to sell the Aggregate Portfolio and using the proceeds deriving therefrom for such purpose) or (iii) when the Issuer exercises its right to repay the Notes upon occurrence of the events set out in Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), in each case, in accordance with and subject to the terms and conditions provided for by the Master Transfer Agreement. Upon exercise of the Aggregate Portfolio Call Option by the Originator, the Issuer shall use the relevant repurchase price of the Aggregate Portfolio paid by Alba Leasing in order to fund and effect the early redemption of the Notes in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*).

In order to exercise the Aggregate Portfolio Call Option, Alba Leasing shall:

1. send a written notice to the Issuer at least 15 Local Business Days before the relevant Payment Date;

2. have obtained all the necessary approvals and authorizations provided by the Master Transfer Agreement;

3. deliver to the Issuer the following documents:

   (i) a certificate signed by its legal representative stating that it is solvent; and

   (ii) a solvency certificate (*certificato di iscrizione nella sezione ordinaria*) issued by the Companies Register office and dated not more than 15 (fifteen) Local Business Days before the date on which the Aggregate Portfolio Call Option will be exercised.

Pursuant to the Master Transfer Agreement and the Intercreditor Agreement, Alba Leasing will be entitled to exercise the Aggregate Portfolio Call Option provided that the Issuer will have, upon receipt of the purchase price of the Receivables (determined in accordance with clause 26.4 (*Prezzo di riacquisto dei Crediti*) of the Master Transfer Agreement) sufficient funds (taking into account any other Issuer Available Funds available on the date on which the Notes will be redeemed) to discharge in full all amounts owing to the holders of the Notes to be redeemed in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*), and amounts ranking in priority thereto or *pari passu* therewith.

Following the exercise of the Aggregate Portfolio Call Option by Alba Leasing, the Issuer shall promptly exercise its option to early redeem the Notes in accordance with the terms set out under Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*).

Condition Subsequent

The Master Transfer Agreement was subject to the condition subsequent of the issue of the Notes Warehouse in the context of the Securitisation by no later than 24 December 2022 (or any following date agreed between the parties thereto). The Notes Warehouse have been issued on the Issue Date Warehouse.

Governing Law and Jurisdiction

The Master Transfer Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Master Transfer Agreement.

2. SERVICING AGREEMENT

General

Pursuant to the Servicing Agreement entered into on 5 September 2022, between the Originator and the Issuer, the Servicer agreed to administer and service the Receivables comprised in the Aggregate Portfolio in compliance with the Securitisation Law and, in particular, to (i) collect and recover amounts due in respect of the Receivables; (ii) administer relationships with the Lessees; and (iii) carry out certain activities in relation to the Receivables, in accordance with the Servicing Agreement and the Credit and Collection Policies.

The Servicing Agreement will be amended and supplemented under the Master Amendment Agreement.

The Servicer acts, for the purpose of the Servicing Agreement, in its quality of "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento*" within the meaning of Article 2, paragraph 3 (c) of the Securitisation Law, taking therefore the responsibility referred to in Article 2, paragraph 6-*bis* of the Securitisation Law.

The Servicer will also be responsible for carrying out, on behalf of the Issuer, in accordance with the Servicing Agreement and the Collections Policies, any activities related to the management of the Defaulted Lease Contracts and the Delinquent Lease Contracts, including activities in connection with the enforcement and recovery of the Defaulted Lease Contracts and the Delinquent Lease Contracts.

Under the terms of the Servicing Agreement, the Servicer may delegate to third parties certain activities concerning the Receivables, without prejudice however to the responsibilities of the Servicer for any activities so delegated.

Obligations of the Servicer

Under the terms of the Servicing Agreement the Servicer has undertaken, among others:

(a) to supervise the compliance by the Lessees with their payment obligations provided for by the Lease Contracts;

(b) to administer and make Collections in accordance with the provisions of the Servicing Agreement and the Credit and Collection Policies;

(c) to exercise the rights owing to the Issuer relating to the Receivables and to carry out all the actions against the Lessees which are necessary or appropriate in order to defend such rights;

(d) to take all necessary acts to maintain the validity and enforceability of the Receivables and any relevant security;

(e) to carry out the management, administration and collection of the Receivables and to manage the recovery of the Defaulted Lease Contracts;

(f) to maintain effective accounting and auditing procedures so as to ensure the compliance with the provisions of the Servicing Agreement;

(g) not to authorise, other than in certain limited circumstances specified in the Servicing Agreement, any waiver in respect of any Receivables or other security interest, lien or privilege pursuant to or in connection with the Lease Contracts and not to authorise any modification thereof which may be prejudicial to the Issuer's interests unless such waiver or modification is imposed by law, by judicial or other authority or is authorised by the Issuer;

(h) cooperate with the Reporting Entity for the purposes of any communications required under the Securitisation Regulation, providing or procuring the information and/or data necessary for this purpose;

(i) to ensure that the interest rates applicable in accordance with the Lease Contracts do not breach the Usury Law;

(j) comply with the provisions of the Italian anti-money laundering laws and comply with the other obligations of such laws, including to (a) maintain the sole database (*archivio unico informatico*); (b) monitoring the clients; and (c) provide the competent authorities with all required information;

(k) ensure the segregation of the Collections from the other assets of the Servicer and from other securitisation transactions;

(l) in case the Notes can be used as eligible collateral for the implementation of reverse transactions with the Eurosystem, deliver to the European Central Bank all the information in relation to the Securitisation and prepare and deliver all the reports (with copy to the Issuer) in accordance with the terms and the information requirements applicable in relation the "*ABS Loan- Level Initiative*" of the European Central Bank, as amended and supplemented from time to time;

(m) prepare and deliver the Quarterly Servicer Reports, as better specified below to carry out the activities and fulfill the obligations imposed on the servicer pursuant to any applicable provision, law and regulation and to the Bank of Italy Supervisory Regulations in relation to the servicing activity.

The activities to be carried out by the Servicer include also the processing of administrative and accounting data in relation to the Receivables and the management of such data. The Servicer has represented to the Issuer that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement.

Furthermore, the Servicer has represented that all the servicing activities (i.e., management, collection and recovery) of the Receivables and all the monitoring activities of the Securitisation carried out by Alba Leasing (as Servicer) in the context of the Warehouse Phase of the Securitisation have been carried out in accordance with **(i)** the provisions of the Servicing Agreement, **(ii)** the Credit and Collection Policies, **(iii)** the provisions of the Securitisation Law and any other applicable law or regulation.

Moreover, the Servicer has represented to the Issuer that it has experience in the management of exposures of a similar nature to the ones of the Securitisation and has established well documented and adequate risk management policies, procedures and controls regarding the management of such exposures, pursuant to Article 21(8) of the Securitisations Regulation and in accordance with the relevant EBA Guidelines.

The Servicer has undertaken to use all due diligence to maintain all accounting records in respect of the Receivables and on the Defaulted Lease Contracts and shall supply all relevant information to the Issuer to enable it to prepare its financial statements.

The Issuer and the Representative of the Noteholders have the right to inspect and take copies of the documentation and records relating to the Receivables in order to verify the performance by the Servicer of its obligations pursuant to the Servicing Agreement to the extent the Servicer has been informed reasonably in advance of such inspection.

Payment of Collections and Recoveries into the Collection Account

Under the terms of the Servicing Agreement, the Servicer shall collect the Receivables on behalf of the Issuer and shall, subject to below, pay any such Collections (or procure the payment thereof) into the Collection Account on the Local Business Day immediately succeeding the date on which such sums have been received, except for any Late Payments, Agreed Prepayments and Residual Optional Instalments which - to the extent that the sum of such Late Payments, Agreed Prepayments and Residual Optional Instalments does not exceed Euro 300,000.00 - shall be paid into the Collection Account on or before the last Local Business Day of the calendar month in which such Late Payments, Agreed Prepayments and Residual Optional Instalments have been received by the Servicer. In the event that during any calendar month the sum of Late Payments and Agreed Prepayments exceeds Euro 300,000.00, then the Servicer will credit such amount (or procure that such sums be credited) to the Collection Account on the Local Business Day immediately following the date on which the above limit of Euro 300,000.00 has been exceeded.

Servicer Account

Under the terms of the Servicing Agreement, the Servicer has undertaken to open with the Servicer Account Bank a bank account (the "**Servicer Account**") for the deposit of all the sums due in respect of the Receivables. The Servicer has undertaken to procure that (i) all the sums due in respect of the Receivables are paid directly into the Servicer Account (ii) no right of set-off can be exercised by the Servicer and the Servicer Account Bank in respect of the sums standing to the credit of such Servicer Account; and (iii) any Collection paid into the Servicer Account shall be transferred, upon instruction of the Servicer, into the Collection Account on a daily basis and, in any event, no later than 17.00 (Milan time) of the Local Business Day following the date on which the relevant payment into the Servicer Account is made.

In addition, under the terms of the Servicing Agreement the Servicer has procured that (i) such account has been opened and is and will be treated and maintained with a bank having the Minimum Rating and in accordance with, and subject to, Article 3, paragraphs 2-*ter* of the Securitisation Law and (ii) any amount standing to the credit of the Servicer Account will be transferred by the Servicer Account Bank on a daily basis (to the extent that such day is a Local Business Day) into the Collection Account pursuant to the terms of the Servicing Agreement.

Performance

Under the terms of the Servicing Agreement, the Servicer shall perform the duties provided for by the Servicing Agreement and take any steps and decisions in relation to the management, servicing, recovery and collection of the Receivables in compliance with:

(a) the Credit and Collection Policies;

(b) the Securitisation Law and any other applicable laws and regulations with the best of its care (*diligenza*) and professional integrity (*correttezza professionale*) requested to an operator of its quality and in accordance with the prudent practice of a qualified servicer; and

(c) the instructions which may be given by the Issuer in accordance with the Servicing Agreement.

Pursuant to the Servicing Agreement, the Servicer has undertaken (i) to perform its duties in compliance with the applicable law and any instructions received from the Issuer (or, where relevant, the Representative of Noteholders), and (ii) to act at all times in good faith and with utmost professional diligence. The Servicer's obligations include also maintaining accurate and complete records and operating an efficient filing and data-storage system and providing access to the same in accordance with the terms thereof.

Delegation of activities

The Servicer is entitled to delegate to one or more entities certain activities entrusted to it pursuant to the Servicing Agreement provided that the Servicer will remain directly responsible for the performance of all duties and obligations delegated to any of such entities and will be liable for the conduct of all of them.

Report of the Servicer

The Servicer has undertaken to prepare and deliver the Quarterly Servicer Report to the Issuer, the Account Bank, the Calculation Agent, the Back-Up Servicer, the Reporting Entity, the Corporate Services Provider, the Representative of the Noteholders, the Rating Agencies, the Senior Notes Underwriters and the Mezzanine Notes Underwriter, on each Quarterly Servicer Report Date setting out detailed information in relation to, *inter alia*, the Collections and the Recoveries in respect of the Receivables comprised in the Portfolio (including the information required by Articles 7(1)(a) and 22(4) of the Securitisation Regulation and the applicable Regulatory Technical Standards).

The Servicer further undertook to make available to the Issuer, the Reporting Entity and the Calculation Agent, without delay, the information referred to in subparagraphs (f) and (g) of Article 7(1) of the Securitisation Regulation of which it has become aware, in accordance with the applicable regulation.

Renegotiation

Save as provided under clause 14 (*Rinegoziazione dei Contratti di Leasing*) of the Servicing Agreement, the Servicer shall not, without written consent of the Issuer and of the Representative of the Noteholders, *inter alia*, amend the terms of the Lease Contracts if such amendment results in, *inter alia*:

- reducing the amounts due of any Instalment and/or Agreed Prepayment;

- changing the timing of the payments due and in general the timing intervals in respect of which the Instalments are due or the scheduled due dates of the Instalments;

- reducing or restructuring the amounts due to be received in relation to any Instalment or Residual Optional Instalment.

The Servicer shall not amend its corporate business or the Credit and Collection Policies (in this latter case save the changes in respect of which the Issuer and the Representative of the Noteholders have provided its consent), if such amendment would, *inter alia*, (i) reduce the amounts due of any Instalment and/or Agreed Prepayment; (ii) compromise the segregation of the Receivables and the collectability of the Instalments or of the Agreed Prepayments; (iii) change the timing of the payments due; (iv) delay the commencement of legal actions against any defaulted Lessees or of any other action concerning the payment of other amounts related to the Receivables; and/or (v) in general, negatively affect the servicing of the Portfolio and the collectability of the Receivables.

Pursuant to the terms of the Servicing Agreement, the Issuer has authorised the Servicer to renegotiate the interest rate and reschedule the Lease Contracts where the Servicers may consider opportune in light of the Credit and Collection Policies or in line with prudent financial practices, according to the terms and conditions and within the limits provided by the Servicing Agreement, including the following:

- in relation to the renegotiation of the interest rate of the Lease Contract, Alba Leasing shall pay to the Issuer an amount equal to the difference between the Outstanding Principal of the Lease Contract which is the subject of the renegotiation prior to and immediately after the renegotiation;

- in relation to rescheduling agreement, the last maturity date of the renegotiated Instalment cannot fall later than the 24th month prior to Final Maturity Date of the Notes;

- the aggregate Outstanding Principal of the Lease Contracts which are subject to renegotiation cannot exceed 5% of the Outstanding Amount of the Aggregate Portfolio (as of the Relevant Cut-Off Date).

Further to the above, the Servicer may amend the terms and conditions of the Lease Contracts, as well as agree to reschedules, suspensions or moratoriums if and to the extent required by laws, regulations or agreements with trade associations applicable to the Receivables, promptly notifying the Issuer and the Representative of the Noteholders in writing. Receivables arising from Lease Contracts that may be amended or renegotiated in accordance with this provision shall not be taken into account for the purposes of compliance with the limit of 5% of the aggregate Outstanding Principal of the Lease

Contracts subject to renegotiation.

Furthermore, the Issuer has granted to Alba Leasing an option pursuant to Article 1331 of the Italian Civil Code to repurchase, even on several occasions, one or more Receivables that have been subject to a moratorium, rescheduling or suspension of payments in accordance with laws, regulations or agreements with trade associations applicable to the Receivables pursuant to clause 14.5 (*Opzione di riacquisto*) of the Servicing Agreement, it being understood that the option to repurchase such Receivables may only be exercised by Alba Leasing on condition that:

(a) Alba Leasing represents and warrants that such repurchase:

   (i) does not have any speculative purpose nor is it aimed at achieving a higher return on the Receivables or the Securitisation nor, in any case, is it aimed at obtaining economic and financial benefits of any kind;

   (ii) is aimed at avoiding any possible unequal treatment between the Debtors and the debtors that have not been transferred by Alba Leasing to the Issuer in the context of the Securitisation;

(b) the value of the Outstanding Amount of the Receivables subject to renegotiation *ex lege* that will be repurchased pursuant to this specific provision cannot exceed a total of 9% (nine per cent) of the Outstanding Amount of the Aggregate Portfolio (as of the Relevant Cut-Off Date).

Repurchase of Receivables

As an alternative to the renegotiation power granted to the Servicer under the Servicing Agreement, the Servicer has been granted the power to repurchase Receivables from the Issuer. The amount of repurchases shall not exceed the percentage limits indicated in the Servicing Agreement, it being understood that the repurchase of the Repurchased Receivables made by the Originator according to the Repurchase Agreement will not be taken into account for the purposes of calculate the above percentage limits indicated in the Servicing Agreement.

Excess Indemnity Amount

In the event that the Issuer (or the Servicer, in its name and on its behalf), following the exercise of executive actions against a Lessee or a Guarantor, has recovered an amount that, when added to the amount collected by the Issuer on the relevant receivable for any reason (including by way of Indemnities), is equal to any amount owed by it with respect to such assigned receivable, any additional amount recovered or collected by the Issuer (also through the Servicer) in respect of such receivable (the "**Excess Indemnity Amount**") will not form part of the Issuer Available Funds and will be paid to Alba Leasing on the first Payment Date following the end of the Quarterly Settlement Period during which such amounts have been collected and in an amount not exceeding such collected amounts.

Servicing Fee

Under the Servicing Agreement and the Servicing Fee Letter, in return for the services provided by the Servicer, the Issuer will pay to the Servicer the following Servicing Fee, out of the Issuer Available Funds, in accordance with the terms of the Cash Allocation, Management and Payment Agreement and of the Intercreditor Agreement:

(a) for the administration, management and collection of the Receivables in bonis and any other activities carried out under the Servicing Agreement (other than the recovery and compliance activities specified, respectively, in paragraphs (b) and (c) below): on each Payment Date a fee equal to 0.006 per cent. (plus VAT, if applicable) of the Outstanding Amount of the Receivables in bonis, for each of such Receivables as of the beginning of the Quarterly Settlement Period immediately preceding the relevant Payment Date;

(b) for the administration, management, monitoring and collection of Receivables in relation to the Defaulted Lease Contracts and Delinquent Lease Contracts (other than the compliance ativities specified in paragraph (c) below): on each Payment Date for the immediately preceeding Quarterly Settlement Period, a fee equal to 0.005 per cent. (plus VAT, if applicable), of the Outstanding Amount of the Receivables relating to any Lease Contract classified as a Defaulted Lease Contract or Delinquent Lease Contract on the last day of the Quarterly Settlement Period immediately preceding the relevant Payment Date, subject to a quarterly minimum fee of Euro 500 (plus VAT, if applicable); and

(c) for the activity of compliance (i.e. compliance with duties imposed by the applicable regulation and/or reporting and communication duties), on each Payment Date a fee equal to Euro 500 (plus VAT, if applicable).

Servicer Termination Events

Pursuant to the Servicing Agreement, the Issuer may, or shall, if so requested in writing by the Representative of the Noteholders, terminate the appointment of the Servicer if events takes place, including *inter alia*:

(a) subject to applicable law, an order is made by any competent judicial authority providing for the admission of the Servicer to any insolvency proceedings or a resolution is passed by the Servicer for the admission of the Servicer to any insolvency proceedings;

(b) failure on the part of the Servicer to deposit or pay any amount required to be paid or deposited within 5 Local Business Days after the due date thereof, except where such failure is attributable to strikes, technical delays or other justified reason;

(c) failure by the Servicer to comply with any other terms and conditions of the Servicing Agreement which failure to comply is not remedied within a period of 20 Local Business Days from the date on which the Servicer receives written notice of such non-compliance from the Issuer;

(d) any of the representation and warranties given by the Servicer under the Servicing Agreement is incorrect or incomplete, unless the Servicer provides a remedy within 20 Local Business Days from the date on which such representation or warranty is contested;

(e) an adverse opinion or a declaration of inability to express an assessment on the financial statements of the Servicer by the auditing firm or other auditing entity;

(f) negative outcome of the review procedures carried out by the Auditors in connection with the Quarterly Servicer Reports pursuant to clause 6.4.2 (*Procedure di verifica*) of the Servicing Agreement, evidencing reservations or material findings with respect to the subject matter of the relevant review procedure;

(g) loss by the Servicer of the requirements defined by the applicable law or by the Bank of Italy for entities performing the activites referred to in the Servicing Agreement, in the contest of a receivables securitisation transaction, or the failure to meet other requirements that may be required in the future by the Bank of Italy or other regulatory or administrative authorities competent to provide for such matters;

(h) delivery by the Issuer and/or the Representative of the Noteholders of a notice to the Servicer of the occurrence of any material event or circumstance which may adversely and significantly affect the Servicer's ability to perform its obligations under the Servicing Agreement, as determined by the Issuer and/or the Representative of the Noteholders.

As a result of such termination, the appointment of the Back-Up Servicer as Successor Servicer pursuant to the Back-Up Servicing Agreement shall become effective. Should, for whatever reason, what provided in the previous paragraph not be possible, the Issuer, with the collaboration of the Servicer, shall promptly appoint a substitute Servicer (subject to the written consent of the Representative of the Noteholders, which shall act in accordance with the provisions of the Intercreditor Agreement and the Terms and Conditions).

If prior to the occurrence of an event of revocation of the Servicer's appointment, any event which does not allow the Back-Up Servicer to carry on the role of substitute Servicer, occurs including, *inter alia*, an insolvency event in relation to the Back-Up Servicer, the Issuer (failure which, the Representative of the Noteholders) with the collaboration of the Servicer shall appoint a new Back-Up Servicer within 60 days, with prior notice to the Rating Agencies and prior consent of the Representative of the Noteholders.

Upon termination of the Servicer's appointment, the Servicer shall cooperate with the Back-Up Servicer (or any different substitute Servicer) so that the latter promptly delivers to the Lessees appropriate payment instructions to pay any future payment in relation to the Receivables into the Collection Account or a different account opened in the name of the Issuer with an Eligible Institution. Should satisfactory evidence not be provided to the Issuer and the Representative of the Noteholders that such communication to the Lessees is made within 15 Business Days from the day of termination of the Servicer's appointment, the Issuer shall send, through the Corporate Services Provider, such communication.

Assignment

Under the terms of the Servicing Agreement, the Servicer may not assign the Servicing Agreement or transfer any or all of its rights, benefits and/or obligations under the Servicing Agreement to any entity without the prior written consent of the Issuer and the prior notice to the Rating Agencies.

Governing Law and Jurisdiction

The Servicing Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Servicing Agreement.

3. THE CORPORATE SERVICES AGREEMENT

Pursuant to the Corporate Services Agreement entered into on 5 September 2022 between the Issuer, the Corporate Services Provider, the Representative of the Noteholders and the Servicer, the Corporate Services Provider has agreed to provide the Issuer with certain corporate administration and management services. These services include, *inter alia*, the safekeeping of documentation pertaining to meetings of the Issuer's quotaholders and directors, maintaining the quotaholders' register, preparing VAT and other tax and accounting records, preparing the Issuer's annual balance sheet, administering all matters relating to the taxation of the Issuer and liaising with the Representative of the Noteholders.

The Corporate Services Agreement will be amended and supplemented under the Master Amendment Agreement.

Governing law and jurisdiction

The Corporate Services Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Corporate Services Agreement.

4. THE STICHTING CORPORATE SERVICES AGREEMENT

Pursuant to the Stichting Corporate Services Agreement entered into on 22 June 2023, between the Issuer, the Stichting Corporate Services Provider and the Sole Quotaholder, the Stichting Corporate Services Provider has agreed to provide the Sole Quotaholder with a number of services including, *inter alia*, the provision of accounting and financial services and the management and administration of the Sole Quotaholder.

Governing law and jurisdiction

The Stichting Corporate Services Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Stichting Corporate Services Agreement.

5. BACK-UP SERVICING AGREEMENT

Pursuant to the Back-Up Servicing Agreement entered into on 22 June 2023, between Banca Finint, as Back-Up Servicer, Alba Leasing, as Servicer, the Sub-Back-Up Servicers and the Issuer, the Back-Up Servicer has agreed to be appointed and act as substitute Servicer under the same terms and conditions as those on which the Servicer was appointed under the Servicing Agreement (excluding for the fees for acting as substitute Servicer which have been agreed separately on the Back-Up Servicing Agreement).

Pursuant to the terms of the Back-Up Servicing Agreement, the Back-Up Servicer, notwithstanding its direct responsibility under Article 2, paragraph 3 of the Securitisation Law, without limitation and in express derogation of Article 1717, paragraph 2, of the Civil Code, has delegated to the Sub-Back-Up Servicers certain activities, concerning (i) the management of the IT aspects, and (ii) the execution of the administrative activities and the management of recovery procedures. Pursuant to the terms of the Back-Up Servicing Agreement, the Back-Up Servicer shall substitute Alba Leasing as Servicer in the event that the Servicer is removed from its duty pursuant to the Servicing Agreement within 30 (thirty) days from the receipt of the communication of the Servicer's revocation.

Pursuant to the terms of the Back-Up Servicing Agreement, the Back-Up Servicer has represented and warranted, *inter alia,* that it satisfies the requirements for a Back-Up Servicer provided for by the Back-Up Servicing Agreement.

Pursuant to the terms of the Back-Up Servicing Agreement, starting from the appointment of Securitisation Servicer as substitute servicer, the Servicer has undertaken (i) to cooperate with the Back-Up Servicer and the Sub-Back-Up Servicers for a period of 6 (six) months, and (ii) to provide the Back-Up Servicer with a remote access to its information systems.

Before the occurrence of a Servicer Termination Event, if (i) the Back-Up Servicer does no longer have the characteristics set forth in clause 6 (*Dichiarazioni e Garanzie del Back-Up Servicer e dei Sub-Back-Up Servicers*) of the Back-Up Servicing Agreement; or (ii) the Back-Up Servicer is no longer capable of performing the activities proper of the role of the Successor Servicer (in the event of bankruptcy or other insolvency proceedings or termination or invalidity of the Back-Up Servicing Agreement), or (iii) if the appointment of the Back-Up Servicer and / or the execution of the back-up servicing activities by the Back-Up Servicer have an adverse effect on the rating of the Senior Notes and the Mezzanine Notes, the Back-up Servicer or the Servicer (as the case may be) shall give notice of the occurrence of any of the above-mentioned circumstances to the Sub-Back-Up Servicers, the Issuer, the Representative of the Noteholders, the Rating Agencies, the Senior Noteholders and the Mezzanine Noteholders. Upon receipt of such notice, the Issuer, after consultation with the Representative of the Noteholders, shall terminate the appointment of Banca Finanziaria Internazionale S.p.A. as Back-Up Servicer.

Upon termination of the appointment of Banca Finanziaria Internazionale S.p.A. as Back-Up Servicer, the Issuer shall, with the cooperation of the Servicer, (i) within 60 (sixty) days from the receipt of the notice indicated above, appoint as new back-up servicer another entity, complying with the requirements provided for the appointment of a Successor Servicer, and (ii) give notice of such appointment to the Rating Agencies.

The fees due to Banca Finint for the role of Back-Up Servicer and, following termination of the Servicer's appointment, as substitute Servicer shall be due and payable by the Issuer. The fees due to the Sub-Back-Up Servicers shall be paid by the Back-Up Servicer.

Governing Law and Jurisdiction

The Back-Up Servicing Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Back-Up Servicing Agreement.

6. THE CASH ALLOCATION, MANAGEMENT AND PAYMENT AGREEMENT

On 22 June 2023, the Issuer, the Calculation Agent, the Account Bank, the Paying Agent, the Cash Manager, the Originator, the Servicer, the Corporate Services Provider and the Representative of the Noteholders have entered into the Cash Allocation, Management and Payment Agreement.

Pursuant to the Cash Allocation, Management and Payment Agreement, the Calculation Agent, the Account Bank, the Paying Agent and the Cash Manager have agreed to provide the Issuer with certain calculation, notification, reporting and agency services, together with certain account handling, investment and cash management services.

Under the Cash Allocation, Management and Payment Agreement, the Calculation Agent has undertaken to prepare on each Investor Report Date the Investors Report setting out certain information with respect to the Notes.

After the Issue Date, the Issuer, with the consent of the Representative of the Noteholders, may appoint an Investment Account Bank and open the Investment Account in accordance with the Cash Allocation, Management and Payment Agreement. The Investment Account Bank shall be an Eligible Institution and it shall agree to the provisions of and accede to the Intercreditor Agreement and the Cash Allocation, Management and Payments Agreement.

If any of the following events occurs in respect of any of the Paying Agent, the Calculation Agent, the Account Bank or the Cash Manager:

(a) any of the Agents, as the case may be, becomes legally incapable of acting in accordance with the Cash Allocation, Management and Payment Agreement,

(b) a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any part of the undertaking, assets and revenues of any of the Agents;

(c) any of the Agent admits in writing its insolvency or inability to pay its debts as they fall due;

(d) an administrator or liquidator of any of the Agents or the whole or any part of the undertaking, assets and revenues of such Agent is appointed (or application for any such appointment is made);

(e) any of the Agents takes any action for a readjustment 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 or declares a moratorium in respect of any of its indebtedness;

(f) an order is made or an effective resolution is passed for the winding-up of any of the Agents,

(g) any event occurs which has an analogous effect to any of the foregoing,

(h) any of the Agents (except for the Calculation Agent and the Cash Manager) ceases to be, or to be deemed, an Eligible Institution;

(i) any withholding or deduction for or on account of tax from any payments to be made by the Agent to the Issuer under the Transaction Documents is imposed, only to the extent that both the following conditions are met: (i) such deduction or withholding becomes applicable because of the relevant Agent (including, without limitation, in the event that this is the consequence of the Issuer not being in the position to provide the information required by the relevant competent authority for the purpose of the FATCA Withholding tax); and (ii) a replacement of the relevant Agent would avoid such application, and it has a substantial economic adverse effect for the Notes and/or the Transaction);

(j) any change to the Specified Office of any Agent occurs, provided that the Issuer and the Representative of the Noteholders have grounds to believe that such change may prejudice the Noteholders' rights under the Transaction;

(k) in respect of the Cash Manager only, the appointment of the Servicer under the Servicing Agreement is terminated pursuant to the Servicing Agreement, and

(l) any of the Agent breach any of the terms or provisions of the Cash Allocation, Management and Payment Agreement or of any other Transaction Documents to which it is expressed to be a party, and such breach has not been remedied within 30 days of the notification of such failure by the Issuer,

then the Representative of the Noteholders or the Issuer may, provided that (in the case of the Issuer) the Representative of the Noteholders consents in writing to such termination, at once or at any time subsequently while such event continues, by notice in writing to the relevant Agent, copied to the other Parties and the Rating Agencies, terminate the appointment of the relevant Agent under the terms of the Cash Allocation, Management and Payment Agreement, with effect from a date (not earlier than the date of the notice) specified in the notice.

The Issuer may appoint a successor Agent and additional Agent and shall forthwith give notice in writing of any such appointment to the continuing Agents, the Representative of the Noteholders, the Rating Agencies and (in the case of the appointment of a successor of the Paying Agent only) the Noteholders pursuant to Condition 16 (*Notices*), whereupon the Issuer, the continuing Agents and the additional or successor Agent shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of Cash Allocation, Management and Payment Agreement. It remains understood that any additional or successor Agent shall (i) be (except for the Calculation Agent and the Cash Manager) in any case an Eligible Institution and, (ii) sign an accession letter in accordance with clause 22.1 (*Acknowledgement and acceptance*) of the Intercreditor Agreement.

Governing Law and Jurisdiction

The Cash Allocation, Management and Payment Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Cash Allocation, Management and Payment Agreement.

7. INTERCREDITOR AGREEMENT

On 22 June 2023, the Issuer, the Representative of the Noteholders (on its own behalf and as agent of the Noteholders) and the Other Issuer Creditors have entered into the Intercreditor Agreement.

Pursuant to the Intercreditor Agreement, the Issuer, the Representative of the Noteholders (on its own behalf and as agent of the Noteholders) and the Other Issuer Creditors have agreed to, *inter alia,* (i) the application of the Issuer Available Funds in accordance with the applicable Priority of Payments; (ii) the limited recourse nature of the obligations of the Issuer; (iii) the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Aggregate Portfolio and (iv) that, subject to the occurrence of a Trigger Event and the delivery of a Trigger Notice, the Representative of the Noteholders, acting in such capacity, shall be authorised to exercise all the Issuer's non-monetary rights arising out of the Transaction Documents to which the Issuer is a party.

Pursuant to the Intercreditor Agreement, each of the Noteholders and the Other Issuer Creditors waived any rights of set-off (including by way of *eccezione*) between any amount payable by the Issuer for any reason to any of Noteholders and the Other Issuer Creditors, and any amount owed by any of the Noteholders and the Other Issuer Creditors to the Issuer pursuant to the provisions of any of the Transaction Documents or otherwise, except as expressly permitted under any of the Transaction Documents.

Disposal of the Aggregate Portfolio following the delivery of a Trigger Notice

Pursuant to the Intercreditor Agreement, following the delivery of a Trigger Notice and in accordance with the Terms and Conditions, the Issuer may (subject to the consent of the Representative of the Noteholders) or the Representative of the Noteholders may (or shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to, dispose of the Aggregate Portfolio if:

1. a sufficient amount would be realised from such disposal to allow (taking into account any other Issuer Available Funds of the Issuer) discharge in full of all amounts owing to the Senior Noteholders and Mezzanine Noteholders and amounts ranking in priority thereto or *pari passu* therewith or, if such amount would not be realised, a certificate issued by a reputable bank or financial institution stating that the purchase price for the Aggregate Portfolio is adequate (based upon such bank or financial institution's evaluation of the Aggregate Portfolio) has been obtained by the Issuer or by the Representative of the Noteholders;

2. the relevant purchaser has obtained all the necessary approvals and authorisations;

3. the relevant purchaser has produced:

   (i) a certificate signed by its legal representative stating that such purchaser is solvent; and

   (ii) a solvency certificate (*certificato di iscrizione nella sezione ordinaria*) issued by the competent Companies Register office and dated not more than 5 (five) Local Business Days before the date on which the Aggregate Portfolio will be disposed,

   provided that, without prejudice to the conditions under letter (a) and (b) above, the Originator shall have in such circumstance a pre-emption right to purchase the Aggregate Portfolio ("**Pre-Emption Right**").

In addition, the Representative of the Noteholders may, at its discretion, carry out any further research or investigation for obtaining satisfactory evidence of the solvency of the relevant purchaser.

Disposal of the Aggregate Portfolio following the occurrence of a Tax Event

Pursuant to the Intercreditor Agreement, following the occurrence of a Tax Event and in accordance with the Terms and Conditions,

(A) the Issuer may, or

(B) the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to dispose of the Aggregate Portfolio or any part thereof to finance the early redemption of the relevant Notes under Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*) if:

   (a) a sufficient amount would be realised from such disposal to allow (taking into account any other Issuer Available Funds of the Issuer) discharge in full of all amounts owing to the holders of the relevant Notes to be redeemed in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), and amounts ranking in priority thereto or *pari passu* therewith;

(b) the relevant purchaser has obtained all the necessary approvals and authorisations; and

(c) the relevant purchaser has produced:

(i) a certificate signed by its legal representative stating that such purchaser is solvent; and

(ii) a solvency certificate (*certificato di iscrizione nella sezione ordinaria*) issued by the competent Companies Register and dated not more than 5 (five) Local Business Days before the date on which the Aggregate Portfolio will be disposed,

provided that, without prejudice to the conditions under letter (a) and (b) above, the Originator shall have in such circumstance a Pre-Emption Right in accordance with clause 20.1 (*Disposal of the Aggregate Portfolio following the delivery of a Trigger Notice*) of the Intercreditor Agreement.

In addition, the Representative of the Noteholders may, at its discretion, carry out any further research or investigation for obtaining satisfactory evidence of the solvency of the relevant purchaser.

It is understood that, if the Representative of the Noteholders directs the Issuer to dispose of the Aggregate Portfolio or any part thereof in the absence of an Extraordinary Resolution of the Most Senior Class of Notes then outstanding as described above and the Representative of the Noteholders does not receive from the Issuer a full and unconditional acceptance of its proposal within 5 (five) Business Days following the delivery of the relevant proposal, any disposal of the Aggregate Portfolio shall be resolved by the Extraordinary Resolution of the Most Senior Class of Notes then outstanding in accordance with the Rules of the Organisation of the Noteholders and then the Issuer shall dispose of the Aggregate Portfolio in accordance with such resolution.

Risk Retention Requirements

Under the Subscription Agreements and the Intercreditor Agreement, Alba Leasing, in its capacity as Originator, will **(i)** retain with effect from the Issue Date and maintain on an ongoing basis a material net economic interest in the Securitisation in accordance with option (3)(a) of Article 6 of the Securitisation Regulation and Article 6(1)(3)(a) of the UK Securitisation Regulation (as in effect as at the Issue Date), and such interest will comprise an interest in the Senior Notes, the Mezzanine Notes and the Junior Notes which is not less than 5 per cent. of the nominal value of each Class of Notes, or any permitted alternative method thereafter; **(ii)** be responsible to comply with the requirements from time to time applicable to originators set forth in Articles 7 and 9 of the Securitisation Regulation and, subject to the below, Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date); and **(iii)** provide (or cause to be provided) all information to the Noteholders that is required to enable the Noteholders to comply with Article 5 of the Securitisation Regulation and, subject to the below, Article 5 of the UK Securitisation Regulation (as in effect as at the Issue Date). It being understood that **(a)** the Originator (acting as Reporting Entity) shall not be required to comply with the transparency requirements set forth under

Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date) in case such transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the UK Securitisation Regulation are different from or other than those transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the Securitisation Regulation and **(b)** in the event set forth in letter (a) above and/or in case the information made available to investors by the Originator (acting as Reporting Entity) in accordance with Article 7 of the Securitisation Regulation and the applicable Regulatory Technical Standards is no longer considered by the relevant UK regulators to be sufficient in assisting UK investors in complying with the UK due diligence requirements under Article 5 of the UK Securitisation Regulation, the Originator has agreed that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK investors in connection with the compliance by such UK investors with such UK due diligence requirements.

Furthermore, Alba Leasing as originator has undertaken to the Issuer and the Representative of the Noteholders that:

(i) it shall not change the manner in which the net economic interest set out above is held until the Final Maturity Date, unless a change is required due to exceptional circumstances and such change is not used as a means to reduce the amount of retained interest in the Securitisation;

(ii) it will notify to the Issuer and the Representative of the Noteholders any change, made pursuant to point (i) above, to the manner in which the net economic interest set out above is held;

(iii) it shall disclose that it continues to fulfil the obligation to maintain the material net economic interest in the Securitisation in accordance with option (3)(a) of Article 6 of the Securitisation Regulation and Article 6(1)(3)(a) of the UK Securitisation Regulation (as in effect as at the Issue Date) and give relevant information to the Noteholders and prospective investors in this respect on a quarterly basis through the Quarterly Servicing Report and any investors report under the Cash Allocation, Management and Payment Agreement; and

(iv) it will not subject the material net economic interest requirement to any credit risk mitigation, any short position or any other hedge, within the limits of Article 6 and UK Article 6 (as in effect at the Issue Date) (which, in each case, does not take into account any corresponding national measures).

Designation of the Reporting Entity and Transparency Requirements

Furthermore, Alba Leasing as originator was designated and will act as reporting entity (the "**Reporting Entity**") in accordance with and for the purposes of Article 7, paragraph 2, of the Securitisation Regulation. In this respect:

(i) the Originator accepted such appointment and agreed to act as Reporting Entity and perform any related duty in accordance with Article 7, paragraph 2, of the Securitisation Regulation; and

(ii) the Parties acknowledged that the Originator shall be responsible for complying with Article 7 of the Securitisation Regulation in accordance with the Transaction Documents.

Under the Intercreditor Agreement and the Subscription Agreements, the Originator, in its capacity as Reporting Entity, has accepted to act as such in the context of the Securitisation and to fulfil the information requirements pursuant to points (a), (b), (c), (d), (e), (f) and (g) of the first subparagraph of Article 7(1) of the Securitisation Regulation by making available the relevant information through the Securitisation Repository (as defined below).

The Reporting Entity has confirmed that it had appointed European DataWarehouse GmbH, authorized by ESMA and enrolled in the register held by it pursuant to Article 10 of the Securitisation Regulation, as data repository of the Transaction (the "**Securitisation Repository**") by entering into a separate agreement.

The Reporting Entity has undertaken to:

(i) promptly inform the Noteholders and the potential investors in the Notes in accordance with Condition 16 (*Notices*) in case of replacement of the Securitisation Repository;

(ii) make available through the Securitisation Repository the information required to be disclosed to the Noteholders, the competent authorities referred to in Article 29 of the Securitisation Regulation and perspective noteholders, in accordance with Article 7 of the Securitisation Regulation (and any implementing regulation or technical standards adopted by the European Commission and any applicable or binding guidance of any regulatory, tax or governmental authority).

The Originator, as Reporting Entity, has undertaken to the other Parties that it will, on a quarterly basis within each Sec Reg Report Date:

(i) at its own expenses, prepare and make available also through the Servicer, through the Securitisation Repository, a report (substantially in the form provided under the Intercreditor Agreement or in such other form as may be proposed by the Originator in order to comply with the Securitisation Regulation andthe Regulatory Technical Standard (the "**Loan Tape**") based on the information available to it, and containing all the information set forth under Article 7(1)(a) of the Securitisation Regulation as specified by the applicable Regulatory Technical Standard and to the relevant technical standards which, from time to time, will be in force;

(ii) make available, in accordance with the provisions of the Cash Allocation, Management and Payment Agreement, the Regulatory Investor Report produced by the Calculation Agent. In particular, the Originator, within 30 (thirty) Business Days prior to each Sec Reg Report Date, has undertaken to deliver to the Calculation Agent all the information available to the Originator for the purposes of allowing the Calculation Agent to deliver to the Originator, 15 (fifteen) days prior to each Sec Reg Report Date, in accordance with the provisions of clause 11.3 (*Regulatory Investor Report*) of the Cash Allocation, Management and Payments Agreement the Regulatory Investor Report. In providing such information, the Originator has undertaken to comply with the provisions of Article 7(1)(e) of the Securitisation Regulation as specified by the applicable Regulatory Technical Standard and to the relevant technical standards which, from time to time, will be in force. Upon receiving the Regulatory Investor Report from the Calculation Agent pursuant to clause 11.3 (*Regulatory Investor Report*) of the Cash Allocation, Management and Payments Agreement, the Originator shall make available the Regulatory Investor Report to the Noteholders, the prospective transferees of the Notes and the competent authorities required under the Securitisation Regulation through the Securitisation Repository, within each Sec Reg Report Date; and

(iii) in compliance with Articles 7(1)(f) and 7(1)(g) of the Securitisation Regulation, make available the report prepared by the Calculation Agent in accordance with clause 11.4 (*Inside Information and Significant Event Report*) of the Cash Allocation, Management and Payment Agreement (substantially in the form attached to the Intercreditor Agreement which, for the avoidance of doubts, shall include the occurrence of a Trigger Event and any event which trigger any change and/or amendment in the applicable Priority of Payments (the "**Inside Information and Significant Event Report**"). In particular, the Originator, within 30 (thirty) Business Days prior to each Sec Reg Report Date, has undertaken to deliver to the Calculation Agent all the information available to the Originator for the purposes of allowing the Calculation Agent to deliver to the Originator, 15 (fifteen) days prior to each Sec Reg Report Date, in accordance with the provisions of clause 11.4 (*Inside Information and Significant Event Report*) of the Cash Allocation, Management and Payments Agreement, the Inside Information and Significant Event Report. Upon receiving the Inside Information and Significant Event Report from the Calculation Agent pursuant to clause 11.4 (*Inside Information and Significant Event Report*) of the Cash Allocation, Management and Payments Agreement, the Originator shall make available through the Securitisation Repository to the Noteholders, the competent authorities set forth under the Securitisation Regulation and prospective noteholders any significant event relating to the Securitisation such as:

(a) a material breach of the obligations provided for in any of the Transaction Documents, including any remedy, waiver or consent subsequently provided in relation to such a breach;

(b) a change in the structural features that can materially impact the performance of the Securitisation;

(c) a change in the risk characteristics of the Securitisation or of the Receivables that can materially impact the performance of the Securitisation;

(d) any material amendment to the Transaction Documents;

(e) any inside information relating to the Securitisation that the Reporting Entity is obliged to make public in accordance with Article 17 of the Regulation (EU) No. 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation (if applicable),

it being understood that the Originator shall make available the Inside Information and Significant Event Report, without delay, also upon the occurrence of any significant event relating to the Securitisation or the awareness of any inside information;

(iv) comply with any other requirement imposed by the Securitisation Regulation and its applicable implementing Regulatory Technical Standards on originators which have agreed to retain on an ongoing basis a material net economic interest in securitisations and to act as reporting entities in compliance with the Securitisation Regulation.

Moreover, with reference to the further information which from time to time may be deemed necessary under Articles 5, 6 and 7 of the Securitisation Regulation, and under Articles 5 and 6 of the UK Securitisation Regulation (as in effect as at the Issue Date), in accordance with the market practice and not covered under the Intercreditor Agreement, such information will be provided, upon request or as differently provided by the Securitisation Regulation and its implementing Regulatory Technical Standard or the UK Securitisation Regulation (as in effect as at the Issue Date) by the Originator.

Finally, the Originator has undertaken that it will make available through the Securitisation Repository to the Noteholders, the competent authorities set forth under the Securitisation Regulation and prospective noteholders, before pricing, the Transaction Documents and all other documents listed under Article 7(1)(a), 7(1)(b) and 7(1)(d) of the Securitisation Regulation.

Subject to the below, the Originator has undertaken that it will procure the provision to the investors in the Notes of any reasonable and relevant additional data and information referred to in Article 5 of the UK Securitisation Regulation as in force as at the Issue Date (subject to all applicable laws), provided that the Originator will not be in breach of such requirements if, due to events, actions or circumstances beyond its control, it is not able to comply with such undertakings. It being understood that **(a)** the Originator (acting as Reporting Entity) shall not be required to comply with the transparency requirements set forth under Article 7 of the UK Securitisation Regulation (as in effect as at the Issue Date) in case such transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the UK Securitisation Regulation are different from or other than those transparency requirements and/or the standard form of transparency reports set forth under Article 7 of the Securitisation Regulation and **(b)** in the event set forth in letter (a) above and/or in case the information made available to investors by the Originator (acting as Reporting Entity) in accordance with Article 7 of the Securitisation Regulation and the applicable Regulatory Technical Standards is no longer considered by the relevant UK regulators to be sufficient in assisting UK investors in complying with the UK due diligence requirements under Article 5 of the UK Securitisation Regulation, the Originator has agreed that it will, in its sole discretion, use commercially reasonable endeavours to take such further reasonable action as may be required for the provision of information to assist any UK investors in connection with the compliance by such UK investors with such UK due diligence requirements.

Each of the parties to the Intercreditor Agreement (except for the Joint Arrangers) acknowledged and agreed that Alba Leasing, in its capacity as Reporting Entity, shall not be liable to the other Parties:

(a) for any failure or delay in preparing or delivering the information required to be disclosed under Article 7 of the Securitisation Regulation if such failure is caused by the non-delivery or late delivery by any of the Calculation Agent, the Paying Agent, the Account Bank, the Investment Account Bank (if any) and the Corporate Services Provider of any information to be provided to the Reporting Entity;

(b) for the accuracy and completeness of any information or data provided to it;

(c) to verify, reconcile or recalculate any information or data provided to it by the Calculation Agent, the Paying Agent, the Account Bank, the Investment Account Bank (if any) and the Corporate Services Provider and it shall be entitled to rely conclusively on such information and data.

The parties to the Intercreditor Agreement agreed that the Originator is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of Article 27, paragraph 1, of the Securitisation Regulation.

Each of the parties to the Intercreditor Agreement (except for the Joint Arrangers) will cooperate in good faith to negotiate and execute any amendment to the Transaction Documents which may reasonably deemed necessary in order to ensure that the Securitisation will continue to comply with the Securitisation Regulation, provided that any such amendment will not (i) be prejudicial for the interests of the Noteholders and for the rating of the Rated Notes, (ii) alter the economic features of the Notes and the Securitisation or the quality of the Aggregate Portfolio and (iii) negatively affect any of the parties to the Securitisation.

Representation and warranties of the Originator under the Securitisation Regulation

Furthermore, the Originator has represented and warranted that:

(a) for the purpose of compliance with Article 22(1) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, it has made available, before pricing, through the Securitisation Repository, to the Noteholders and any potential investor data on static and dynamic historical default performance relating to the five years period in respect of receivables substantially similar to the Receivables;

(b) for the purpose of compliance with Article 22(2) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, prior to the Issue Date, it has submitted a representative sample of the Receivables to the external verification of an appropriate and independent party;

(c) for the purposes of compliance with Article 22(3) of the Securitisation Regulation and the EBA Guidelines on STS Criteria, it has made available, before pricing, to potential investors a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer;

(d) it has made available through the Securitisation Repository before pricing, the Transaction Documents and all other documents listed under Article 7(1)(a), 7(1)(b) and 7(1)(d) of the Securitisation Regulation.

Further acknowledgments and undertakings of the Originator under the Securitisation Regulation

For the purpose of compliance with Article 20(10) of the Securitisation Regulation, the Parties have acknowledged that the Originator has fully disclosed to potential investors before pricing (through the Securitisation Repository) the underwriting standards pursuant to which the Receivables have been originated; furthermore the Originator has undertaken to fully disclose to potential investors without undue delay any such underwriting standards as may be updated from time to time if they affect the Credit and Collection Policies or the renegotiation procedures relating to the Receivables, through the Securitisation Repository.

For the purpose of compliance with Article 22(3) of the Securitisation Regulation, the Originator has undertaken to make available to the Noteholders on an ongoing basis and to potential investors in the Notes upon request, through Intex and/or Bloomberg platforms, a liability cash flow model which precisely represents the contractual relationship between the purchased Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer. The Originator further undertook to update such cash flow model, in case there will be significant changes in the cash flows.

For the purpose of compliance with Article 22(4) of the Securitisation Regulation, the Servicer has undertaken to include the environmental performance of the Assets (in case they are Assets included in the Pool no. 1 or the Pool no. 4) in the Loan Tape, where available and in accordance with the applicable Regulatory Technical Standards.

For the purpose of compliance with Article 22(5) of the Securitisation Regulation, the Originator has undertaken to make available the final Transaction Documents to investors at the latest 15 (fifteen) days after the Issue Date through the Securitisation Repository.

Further acknowledgments and undertakings under Article 4-*septies*.2 of the Consolidated Financial Act

With respect to the provisions set forth above, the parties of the Intercreditor Agreement and the Subscription Agreements have acknowledged and agreed that:

(i) on 2 September 2022, the Italian legislative decree No. 131 of 3 August 2022 has been published in the Official Gazette of the Republic of Italy No. 205 of 2 September 2022 which, *inter alia*, has:

- **(a)** introduced a new Article 4-*septies*.2 to the Financial Laws Consolidation Act (the "**Article 4-*septies*.2**"); and

- **(b)** designated, with respect to the Republic of Italy and in accordance with Article 29 of the Securitisation Regulation, the "competent authorities" having the powers of supervise the compliance with the provisions of the Securitisation Regulation;

(ii) on 22 December 2022, the Bank of Italy has adopted - in accordance with Article 4-*septies*.2, paragraph 9 - the regulation headed "*Modalità di implementazione dell'articolo 4-septies.2 del d.lgs. 58/1998 (TUF)*" (the "**Article 4-*septies*.2 Regulation**");

(iii) in accordance with the provisions of Article 4-*septies*.2 and the Article 4-*septies*.2 Regulation, the competent authority designated for the purposes of monitor the compliance in the context of the Securitisation with the provisions of the Securitisation Regulation is the Bank of Italy. Therefore, without prejudice to paragraphs (iii) and (iv) below, any reference set forth in the Transaction Documents to "competent authority" and/or "competent authorities", to the extent referred to the supervisions powers set forth in the Securitisation Regulation, shall be a reference to the Bank of Italy;

(iv) according to the provisions of Article 4-*septies*.2, the competent authorities which will supervise the compliance by the investors in a securitisation transaction with the due diligence requirements set forth in Article 5 of the Securitisation Regulation are those mentioned in Article 4-*septies*.2 and are different depending on the legal nature and the legal status of the relevant investor;

(v) in light of the provisions set forth in paragraph (iii) above:

(a) each prospective subsequent Noteholder is the entity exclusively responsible for the purposes of independently comply with the due diligence requirements set forth in Article 5 of the Securitisation Regulation (including with respect to the obligation of demonstrate to the relevant competent authority that, before investing in the Securitisation, has complied with the due diligence requirements set forth in Article 5 of the Securitisation Regulation); and

(b) none of the Issuer, the Originator, the Joint Arrangers, the Underwriter and the other parties of the Transaction Documents are liable for the compliance by any subsequent Noteholder with the due diligence requirements set forth in Article 5 of the Securitisation Regulation;

(vi) within the timing provided under the Article 4-*septies*.2 Regulation, Alba Leasing (acting as Originator and Reporting Entity) will submit to the Bank of Italy the notification relating to the implementation of the Take-Out Phase of the Securitisation in the manner provided under the Article 4-*septies*.2 Regulation;

Moreover, each prospective subsequent Noteholder **(x)** must ensure that, before investing in the Securitisation, it complies with the provisions Article 5 of the EU Securitisation Regulation and **(y)** in case of uncertainty as to the requirements which apply to them (also in respect of their relevant jurisdiction) should seek guidance from their regulator.

Governing Law and Jurisdiction

The Intercreditor Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to

Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Intercreditor Agreement.

8. THE LETTER OF UNDERTAKING

General

On 22 June 2023, the Originator, the Issuer and the Representative of the Noteholders have entered into the Letter of Undertaking.

Pursuant to the Letter of Undertaking, the Originator has undertaken to provide the Issuer with all necessary monies in order for the Issuer to pay certain losses, costs, expenses or liabilities indicated therein.

Governing law and jurisdiction

The Letter of Undertaking and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Letter of Undertaking.

9. THE QUOTAHOLDER AGREEMENT

General

On 22 June 2023, the Issuer, the Sole Quotaholder and the Representative of the Noteholders have entered into the Quotaholder Agreement.

Pursuant to the Quotaholder Agreement, the Sole Quotaholder has given certain undertakings in relation to the management of the Issuer and the exercise of its rights as Sole Quotaholder of the Issuer.

The Sole Quotaholder has also agreed not to dispose of, or charge or pledge, the quotas in the Issuer without the previous written consent of the Representative of the Noteholders.

Governing law and jurisdiction

The Quotaholder Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Quotaholder Agreement.

10. THE SENIOR NOTES SUBSCRIPTION AGREEMENT

General

Pursuant to the terms of a senior notes subscription agreement entered into on or prior to the Issue Date among the Issuer, the Originator, the Representative of the Noteholders, the Senior Notes Underwriters (the "**Senior Notes Subscription Agreement**"), each of the Senior Notes Underwriters has agreed, upon the terms and subject to the conditions specified therein, to subscribe, respectively, the Class A1 Notes and the Class A2 Notes pays the relevant Subscription Price. Pursuant to the Senior Notes Subscription Agreement, Banca Finint has been appointed as legal representative of the Senior Noteholders.

Governing law and jurisdiction

The Senior Notes Subscription Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Senior Notes Subscription Agreement.

11. THE MEZZANINE NOTES SUBSCRIPTION AGREEMENT

General

Pursuant to the terms of a mezzanine notes subscription agreement entered into on or prior to the Issue Date among the Issuer, the Originator, the Representative of the Noteholders and the Mezzanine Notes Underwriter (the "**Mezzanine Notes Subscription Agreement**"), the Mezzanine Notes Underwriter has agreed, upon the terms and subject to the conditions specified therein, to subscribe for the Mezzanine Notes and pay the relevant Subscription Price. Pursuant to the Mezzanine Notes Subscription Agreement, Banca Finint has been appointed as legal representative of the Mezzanine Noteholders.

Governing law and jurisdiction

The Mezzanine Notes Subscription Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Mezzanine Notes Subscription Agreement.

12. THE JUNIOR NOTES SUBSCRIPTION AGREEMENT

General

Pursuant to the terms of a junior notes subscription agreement entered into on or prior to the Issue Date among the Issuer, the Representative of the Noteholders and the Junior Notes Underwriter (the "**Junior Notes Subscription Agreement**"), the Junior Notes Underwriter has agreed, upon the terms and subject to the conditions specified therein, to subscribe the Class J Notes. Pursuant to the Junior Notes Subscription Agreement, Banca Finint has been appointed as legal representative of the Junior Noteholders.

Governing law and jurisdiction

The Junior Notes Subscription Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Junior Notes Subscription Agreement.

13. THE MASTER DEFINITIONS AGREEMENT

General

Pursuant to the terms of a master definitions agreement entered into on or prior to the Issue Date between all the parties to each of the Transaction Documents (the "**Master Definitions Agreement**"), the definitions of certain terms used in the Transaction Documents have been set out.

Governing law and jurisdiction

The Master Definitions Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Master Definitions Agreement.

14. THE MASTER AMENDMENT AGREEMENT

General

On 25 May 2023, the Issuer and all the other parties of the Warehouse Phase of the Securitisation (including the existing holders of the Notes Warehouse) entered into a master amendment agreement (the "**Master Amendment Agreement**"), the parties thereto have agreed to implement the following transactions (subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date):

(i) early redeem the Notes Warehouse and to apply the net proceeds of the issuance of the Notes in order to, *inter alia*, early redeem the Notes Warehouse;

(ii) carry out certain activities to discharge the Issuer in respect of its obligations and liabilities concerning the the Warehouse Phase of the Securitisation and the Notes Warehouse;

(iii) make certain amendments to the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement in connection with, *inter alia*, the early redemption of the Notes Warehouse and the issuance of the Notes; and

(iv) terminate by way of mutual agreement (*risoluzione consensuale*) all the transaction documents entered into in the context of the Warehouse Phase of the Securitisation, other than the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement which will be amended under the Master Amendment Agreement.

Governing law and jurisdiction

The Master Amendment Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Master Amendment Agreement.

15. THE REPURCHASE AGREEMENT

General

Under the terms of a repurchase agreement entered into on 25 May 2023 between the Issuer and the Originator (the "**Repurchase Agreement**"), the Originator has repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the following selection criteria set forth in the Repurchase Agreement:

(I) have been previously assigned and transferred - on a without recourse (*pro soluto*) basis and in block (*in blocco*) - from Alba Leasing to the Issuer under the Master Transfer Agreement executed on 5 September 2022 (and of separate Deeds of Transfer), as resulting from the following notices of assignment (*avvisi di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II* and registered with the Companies' Register of Treviso-Belluno **(1)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and registered with the Companies' Register of Treviso-Belluno on 7 September 2022, **(2)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 December 2022 and registered with the Companies' Register of Treviso-Belluno on 7 December 2022 and **(3)** notice of assignment (*avviso di cessione*) published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 11 March 2023 and registered with the Companies' Register of Treviso-Belluno on 9 March 2023;

(II) arise from lease contracts in respect of which (alternatively):

(a) there is at least one instalment due and unpaid (*scaduto e non corrisposto*) from more than 30 days starting from the payment date set forth in the relevant lease contract; or

(b) the relevant lease contracts are subject to moratorium (*moratoria*) set forth in Article 8 of the *Ordinanza del Capo del Dipartimento della Protezione Civile* No. 922 of 17 September 2022 (*Primi interventi urgenti di protezione civile in conseguenza degli eccezionali eventi* meteorologici *verificatisi a partire dal giorno 15 settembre 2022 in parte del territorio delle Province di Ancona e Pesaro-Urbino*); or

(c) are identified with one of the report codes / contract number (*codici rapporto / numero contratto*) (as specified in the relevant invoices issued pursuant to the relevant lease contract) set forth in the notice of the assignment published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023;

(III) are outstanding (*sono in essere*) as of the cut-off date (*data di valutazione*) of 13 May 2023,

(the receivables complying with all the above selection criteria, the "**Repurchased Receivables**").

Under the Repurchase Agreement, the Originator has agreed to pay to the Issuer by way of wire transfer into the Collection Account - within the Issue Date - a repurchase price equal to Euro 3,766,849.17, provided that the parties thereto (and the other parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation) shall have the right to agree that the payment of the repurchase price of the Repurchased Receivables will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties. The repurchase of the Repurchased Receivables will be perfected by way of publication by the Originator of a notice of assignment (*avviso di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023.

Governing law and jurisdiction

The Repurchase Agreement and all non-contractual obligations arising out or in connection with such agreement are governed by, and shall be construed according to Italian law. The Courts of Milan shall have exclusive jurisdiction in relation to any disputes arising in respect of the Repurchase Agreement.

TERMS AND CONDITIONS OF THE NOTES

*The following is the entire text of the terms and conditions of the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class J Notes (as defined below) (the "**Terms and Conditions**"). In these Terms and Conditions, references to the "**holder**" or to the "**Noteholder**" of a Class A1 Note, a Class A2 Note, a Class B Note and a Class J Note or to a Class A1 Noteholder, a Class A2 Noteholder, a Class B Noteholder and a Class J Noteholder are to the ultimate owners of the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class J Notes as the case may be, issued in bearer form and held in dematerialised form and evidenced as book entries with Monte Titoli S.p.A. ("**Monte Titoli**") in accordance with the provisions of (i) Article 83-bis of the Legislative Decree No. 58 of 24 February 1998 and (ii) Regulation jointly issued on 13 August 2018 by the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") and the Bank of Italy, as amended from time to time. 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 (as defined below).*

In these Terms and Conditions, references to (i) any agreement or other document shall include such agreement or other document as may be modified from time to time in accordance with the provisions contained therein and any deed or other document expressed to be supplemental thereto, as modified from time to time; and (ii) any laws or regulation shall be interpreted and construed to include any amendments and implementation thereof as of the date of these Terms and Conditions.

INTRODUCTION

On 27 June 2023 (the "**Issue Date**") Alba 13 SPV S.r.l. (the "**Issuer**") will issue the Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A1 Notes**"), the Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A2 Notes**", and together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**"), the Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (the "**Class B Notes**" or the "**Mezzanine Notes**" and the Mezzanine Notes, together with the Senior Notes, the "**Rated Notes**") and the Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (the "**Class J Notes**" or the "**Junior Notes**" and, together with the Rated Notes, the "**Notes**").

The net proceeds of the issuance of the Notes will be applied by the Issuer on the Issue Date to: **(i)** early redeem the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 (the "**Class A Notes Warehouse**" or the "**Senior Notes Warehouse**") and the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 (the "**Class J Notes Warehouse**" or the "**Junior Notes Warehouse**" and, together with the Senior Notes Warehouse, the "**Notes Warehouse**") issued by the Issuer on 22 September 2022 (the "**Issue Date Warehouse**") in the context of the so-called "warehouse phase" of the Securitisation (the "**Warehouse Phase**") and **(ii)** establish the Debt Service Reserve Amount and the Retention Amount.

The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Notes will be collections received in respect of monetary claims and other connected rights (the "**Receivables**") arising out of financial lease contracts (the "**Lease Contracts**") entered into between Alba Leasing S.p.A. (the "**Originator**" or "**Alba Leasing**"), as lessor, and certain lessees (the "**Lessees**").

In the context of the Securitisation, the Originator has:

1) transferred - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Articles 1 and 4 of the Securitisation Law and Article 58 of the Consolidated Banking Act - to the Issuer **(i)** an initial portfolio of Receivables purchased on 5 September 2022 and complying with the Common Criteria and the Initial Portfolio Specific Criteria (the "**Initial Portfolio**"), **(ii)** a first subsequent portfolio of Receivables purchased on 5 December 2022 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**First Subsequent Portfolio**") and **(iii)** a second subsequent portfolio of Receivables purchased on 6 March 2023 and complying with the Common Criteria and the relevant Subsequent Portfolio Specific Criteria (the "**Second Subsequent Portfolio**", and together with the First Subsequent Portfolio, the "**Subsequent Portfolios**"), in each case, pursuant to the terms of a master transfer agreement entered into on 5 September 2022 (the "**Master Transfer Agreement**") and the relevant deeds of transfer entered into from time to time between the Issuer and the Originator in compliance with the terms of the Master Transfer Agreement (the "**Deeds of Transfer**"); and

2) repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in a repurchase agreement entered into on 25 May 2023 (respectively, the "**Repurchased Receivables**" and the "**Repurchase Agreement**"),

(the Initial Portfolio, plus the First Subsequent Portfolio, plus the Second Subsequent Portfolio but less the Repurchased Receivables, the "**Aggregate Portfolio**").

Capitalised words and expressions in these Terms and Conditions shall, except otherwise specified or so far as the context otherwise requires, have the meanings set out herein in Condition 1 (*Definitions and Interpretation*) below.

Any reference, in these Terms and Conditions, to the "**Notes**" shall be a reference, on any given date, to all the Senior Notes, the Mezzanine Notes and the Junior Notes which are outstanding up to any such date.

Any reference, in these Terms and Conditions, to a "**Class**" of Notes or a "**Class**" of holders of Notes shall be a reference to the Senior Notes, the Mezzanine Notes or the Junior Notes, as the case may be, or to the respective holders thereof.

Upon issuance, the Senior Notes and the Mezzanine Notes will be listed and admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and (i) the Class A1 Notes are expected to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope, (ii) the Class A2 Notes are expected to be rated "Aa3(sf)" by Moody's, "AAA(sf)" by DBRS and "AAA(sf)" by Scope, (iii) the Class B Notes are expected to be rated "Ba1(sf)" by Moody's, "A(high)(sf)" by DBRS and "BBB+(sf)" by Scope. The Junior Notes will not be listed on any stock exchange and are not expected to be assigned any public credit rating.

By virtue of the operation of Article 3 of the Securitisation Law and the Transaction Documents, the Issuer's right, title and interest in and to the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased using such collections will be segregated from all other assets of the Issuer (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving therefrom (to the extent identifiable) will be exclusively available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders and the Other Issuer Creditors (as defined below) in accordance with the applicable Priority of Payments.

In the context of the Securitisation, the Account Bank, *inter alia*, (i) represented and warranted that the Eligible Accounts have been opened and are and will be treated and maintained in accordance with the provisions set forth under Article 3, paragraph 2-*bis* the Securitisation Law, (ii) acknowledged that any sum standing to the credit of the Eligible Accounts is not part of the assets of the Account Bank and is segregated from the other accounts of the Account Bank so that such sums can be attached only by the Noteholders, and (iii) undertook to keep any such amount segregated from any other amount of the Issuer standing to the credit of any other account held by the Account Bank and to keep appropriate and separate evidence in its accounting books, electronic system and in any other document evidencing sums standing to the credits of any accounts.

The Aggregate Portfolio may not be seized or attached in any form by creditors of the Issuer (including for avoidance of doubts, noteholders and the Issuer's other creditors in respect of any other securitisation transactions carried out by the Issuer) other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation of the Notes.

The Servicer has procured that, as long as payments from the Debtors are made on the Servicer Account, such account has been opened and is and will be treated and maintained with a bank having the Minimum Rating and in accordance with, and subject to, Article 3, paragraph 2-*ter* of the Securitisation Law.

Under the terms of the Master Transfer Agreement, the Originator has given certain representations and warranties to the Issuer in relation to, *inter alia*, itself and the Receivables comprised in the Aggregate Portfolio and has agreed to indemnify the Issuer in respect of certain liabilities incurred by the Issuer as a result of the purchase and ownership of such Receivables. The Master Transfer Agreement will be amended and supplemented under the Master Amendment Agreement.

In addition, pursuant to clause 26.1 (*Diritto di Opzione*) of the Master Transfer Agreement, the Issuer has granted to the Originator a call option pursuant to which the Originator will have the option to purchase from the Issuer all the Receivables which are comprised in the Aggregate Portfolio as of the date on which the call option is exercised by the Originator (the "**Aggregate Portfolio Call Option**").

Under the terms of a servicing agreement entered into on 5 September 2022 between the Issuer and Alba Leasing (the "**Servicing Agreement**"), Alba Leasing has been appointed as Servicer to carry out the administration, management, collection and recovering of the Receivables comprised in the Aggregate Portfolio in accordance with the terms thereof and in compliance with the Securitisation Law. The Servicing Agreement will be amended and supplemented under the Master Amendment Agreement.

Under the terms of a corporate services agreement entered into on 5 September 2022 between the Issuer, the Corporate Services Provider, the Servicer and the Representative of the Noteholders (the "**Corporate Services Agreement**"), the Corporate Services Provider has agreed to provide the Issuer with certain administrative and corporate services. The Corporate Services Agreement will be amended and supplemented under the Master Amendment Agreement.

Under the terms of a back-up servicing agreement entered into on 22 June 2023 between the Issuer, Banca Finanziaria Internazionale S.p.A., Agenzia Italia S.p.A., Trebi Generalconsult S.r.l. and the Servicer (the "**Back-Up Servicing Agreement**"), Banca Finanziaria Internazionale S.p.A. has been appointed as Back-Up Servicer and has agreed to act as substitute Servicer subject to, *inter alia*, the appointment of Alba Leasing as Servicer being terminated, in accordance with the terms of the Servicing Agreement, and has delegated the execution of certain administrative activities to Agenzia Italia S.p.A. and Trebi Generalconsult S.r.l., each of which has been appointed as *Sub-Back-Up Servicer*.

Under the terms of a letter of undertaking entered into on 22 June 2023 between the Issuer, the Originator and the Representative of the Noteholders (the "**Letter of Undertaking**"), the Originator has undertaken to provide the Issuer with all necessary monies in order for the Issuer to pay certain losses, costs, expenses or liabilities indicated therein.

Under the terms of an intercreditor agreement entered into on 22 June 2023 between the Issuer and the Other Issuer Creditors (the "**Intercreditor Agreement**"), provision has been made as to, *inter alia*, (i) the application of the Issuer Available Funds in accordance with the Priority of Payments, (ii) the limited recourse nature of the obligations of the Issuer, (iii) the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Aggregate Portfolio and (iv) the Representative of the Noteholders has been authorised, subject to the delivery of a Trigger Notice, to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain Transaction Documents to which the Issuer is a party.

Under the terms of a cash allocation, management and payment agreement entered into on 22 June 2023 between the Issuer, the Calculation Agent, the Account Bank, the Paying Agent, the Cash Manager, the Originator, the Servicer, the Corporate Services Provider, the Representative of the Noteholders and the Back-up Servicer (the "**Cash Allocation, Management and Payment Agreement**"), the Calculation Agent, the Account Bank, the Paying Agent and the Cash Manager have agreed to provide the Issuer with certain agency services and certain calculation, notification and reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of the Accounts. Pursuant to the terms of the Cash Allocation, Management and Payment Agreement, amounts standing from time to time to the credit of the Investment Account may be invested in Eligible Investments in accordance with the terms and conditions provided thereunder.

Under the terms of a senior notes subscription agreement entered into on 22 June 2023 between the Issuer, the Originator, the Representative of the Noteholders, the Joint Arrangers, the Class A1 Notes Underwriter and the Class A2 Notes Underwriter (the "**Senior Notes Subscription Agreement**"), (i) the Issuer has undertaken to issue the Class A Notes and the Class A1 Notes Underwriter has undertaken to subscribe for the Class A1 Notes and the Class A2 Notes Underwriter has undertaken to subscribe for the Class A2 Notes; (ii) Banca Finanziaria Internazionale S.p.A. has been appointed as legal representative of the Class A Noteholders, subject to and in accordance with the terms and conditions set out therein; and (iii) the parties thereto have agreed the terms and conditions for the issuance and the subscription of the Class A Notes.

Under the terms of a mezzanine notes subscription agreement entered into on 22 June 2023 between the Issuer, the Originator, the Representative of the Noteholders and the Mezzanine Notes Underwriter (the "**Mezzanine Notes Subscription Agreement**"), (i) the Issuer has undertaken to issue the Mezzanine Notes and Alba Leasing as Class B Notes Underwriter has undertaken to subscribe for the Class B Notes, (ii) Banca Finanziaria Internazionale S.p.A. has been appointed as legal representative of the Mezzanine Noteholders, subject to and in accordance with the terms and conditions set out therein; and (iii) the parties thereto have agreed the terms and conditions for the issuance and the subscription of the Mezzanine Notes.

Under the terms of a junior notes subscription agreement entered into on 22 June 2023 between the Issuer, the Junior Notes Underwriter and the Representative of the Noteholders (the "**Junior Notes Subscription Agreement**"), (i) the Issuer has undertaken to issue the Class J Notes and Alba Leasing as Junior Notes Underwriter has undertaken to subscribe for such Class J Notes; (ii) Banca Finanziaria Internazionale S.p.A. has been appointed as legal representative of the Class J Noteholders, subject to and in accordance with the terms and conditions set out therein; and (iii) the parties thereto have agreed the terms and conditions for the issuance and the subscription of the Class J Notes.

Under the terms of a master definitions agreement entered into on 22 June 2023 between all the parties to the Transaction Documents (the "**Master Definitions Agreement**"), the definitions of certain terms used in such Transaction Documents have been set out.

Under the terms of a master amendment agreement entered into on 25 May 2023 between the Issuer and all the other parties of the Warehouse Phase of the Securitisation (including the existing holders of the Notes Warehouse) (the "**Master Amendment Agreement**"), the parties thereto have agreed to implement the following transactions (subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date):

(i) early redeem the Notes Warehouse and to apply the net proceeds of the issuance of the Notes in order to, *inter alia*, early redeem the Notes Warehouse;

(ii) carry out certain activities to discharge the Issuer in respect of its obligations and liabilities concerning the the Warehouse Phase of the Securitisation and the Notes Warehouse;

(iii) make certain amendments to the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement in connection with, *inter alia*, the early redemption of the Notes Warehouse and the issuance of the Notes; and

(iv) terminate by way of mutual agreement (*risoluzione consensuale*) all the transaction documents entered into in the context of the Warehouse Phase of the Securitisation, other than the Master Transfer Agreement, the Servicing Agreement, the Servicing Fee Letter and the Corporate Services Agreement which will be amended under the Master Amendment Agreement.

Under the terms of the Repurchase Agreement entered into on 25 May 2023 between the Issuer and the Originator, the Originator has repurchased - on a without recourse (*pro soluto*) basis and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - from the Issuer, subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, certain Receivables complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in the Repurchase Agreement (the "**Repurchased Receivables**").

Under the Repurchase Agreement, the Originator has agreed to pay to the Issuer by way of wire transfer into the Collection Account - within the Issue Date - a repurchase price equal to Euro 3,766,849.17, provided that the parties thereto (and the other parties involved in the Warehouse Phase and the Take-Out Phase of the Securitisation) shall have the right to agree that the payment of the repurchase price of the Repurchased Receivables will be settled by way of a set-off and/or payment delegation mechanism in accordance with a separate "set-off and payment delegation agreement" executed on or about Issue Date and/or according to the settlement instructions to be agreed between the relevant parties. The repurchase of the Repurchased Receivables will be perfected by way of publication by the Originator of a notice of assignment (*avviso di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 66 of 6 June 2023 and registration thereof with the Companies' Register of Milano-Monza-Brianza-Lodi on 14 June 2023.

The Issuer has established:

(1) with the Account Bank the following accounts: (i) Collection Account; (ii) the Debt Service Reserve Account; and (iii) the Payments Account;

(2) with Banca Finanziaria Internazionale S.p.A., the Expenses Account and the Quota Capital Account.

In addition, after the Issue Date the Issuer may establish the Investment Account with the Investment Account Bank in accordance with the relevant provisions of the Cash Allocation, Management and Payment Agreement.

The Issuer will manage such accounts as provided by the terms and conditions set out in the Cash Allocation, Management and Payment Agreement and the other Transactions Documents.

These Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents. Copies of the Transaction Documents are: (i) available for inspection during normal business hours at the office of the Representative of the Noteholders, being, as at the Issue Date, Banca Finanziaria Internazionale S.p.A., Via V. Alfieri 1, 31015 Conegliano (Treviso), Italy, and (ii) pursuant to Article 7 of the Securitisation Regulation, available for inspection by the Noteholders, the competent authorities referred to in Article 29 of the Securitisation Regulation and, upon request to the Issuer, by potential investors in the Notes on the Securitisation Repository.

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 recognises that the Representative of the Noteholders is its representative and accepts to be bound by the terms of those Transaction Documents which have been signed by the Representative of the Noteholders as if it had signed such documents itself.

The rights and powers of the Noteholders may only be exercised in accordance with the Rules of Organisation of the Noteholders which are attached to these Terms and Conditions as Exhibit 1 and which are deemed to form part an integral and substantial part of these Terms and Conditions and the Noteholders shall be bound by the provisions of such Rules of Organisation of the Noteholders as if they had been set out herein in full. Copies of the Transaction Documents are available for inspection during normal business hours at the registered office of the Representative of the Noteholders.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless otherwise specified or unless the context otherwise requires:

(a) the exhibit hereto constitutes an integral and essential part of these Terms and Conditions and shall have the force of and shall take effect as covenants; and

(b) headings and subheadings are for ease of reference only and shall not affect the construction of these Terms and Conditions.

In these Terms and Conditions and otherwise in the Prospectus the following expressions shall, except where the context otherwise requires and save where defined therein, have the following meanings:

"**Account**" means any of the Eligible Accounts, the Quota Capital Account and the Expenses Account, and "**Accounts**" means any of them.

"**Account Bank**" means BNP Paribas, Italian Branch.

"**Agents**" means the Paying Agent, the Calculation Agent, the Account Bank and the Cash Manager, and "**Agent**" means each of them.

"**Aggregate Portfolio**" means the following Receivables:

(i) the Receivables comprised in the Initial Portfolio; *plus*

(ii) the Receivables comprised in the First Subsequent Portfolio; *plus*

(iii) the Receivables comprised in the Second Subsequent Portfolio; *less*

(iv) the Repurchased Receivables.

"**Agreed Prepayment**" means a portion of the Prepayment Amount agreed between the Originator and the Lessee upon the early termination of a Lease Contract, provided that any such early termination is subject to the prior consent of the Originator and that the Agreed Prepayments shall be an amount at least equal to the Balance of the Outstanding Amount as at the date of the early termination of the relevant Lease Contract.

"**Alba 13 SPV**" means Alba 13 SPV S.r.l..

"**Alba Leasing**" means Alba Leasing S.p.A..

"**Aggregate Portfolio Call Option**" has the meaning ascribed to it under clause 26.1 (*Diritto di Opzione*) of the Master Transfer Agreement.

"**Applicable Law**" means any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any Party.

"**Asset**" means any real estate asset, registered and unregistered movable properties leased under a Lease Contract.

"**Authorised Person**" means any person who is designated in writing by the Issuer from time to time to give Instructions to the Agents under the terms of the Intercreditor Agreement.

"**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

"**Back-Up Servicer**" means Banca Finanziaria Internazionale S.p.A. or any other entity acting as back-up servicer pursuant to the Back-Up Servicing Agreement from time to time.

"**Back-Up Servicing Agreement**" means the back-up servicing agreement entered into on 22 June 2023 between Alba Leasing, the Issuer, the Back-Up Servicer and the Sub-Back-Up Servicers, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Back-Up Servicing Event**" means each of the events provided by clause 2 (*Nomina del Back-Up Servicer*) of the Back-Up Servicing Agreement.

"**Balance of the Outstanding Amount**" means, in respect to a certain date and to each Receivable, an amount equal to the Outstanding Principal, plus the Instalments unpaid and accrued, plus any relevant penalties.

"**Bank of Italy Circular No. 217/1996**" means the circular of Bank of Italy No. 217 of 5 August 1996 including the manual for the drafting of supervisory reports with respect to financial intermediaries, as subsequently amended and supplemented.

"**Bank of Italy Supervisory Regulations**" means the Supervisory Regulations for the Banks and/or the Supervisory Regulations for Financial Intermediaries, as the case may be.

"**Banca Akros**" means Banca Akros S.p.A..

"**Banca Finint**" means Banca Finanziaria Internazionale S.p.A..

"**Business Day**" means **(A)** with reference to and for the purposes of any payment obligation, indexation and fixing provided for under the Transaction Documents, a TARGET Day and **(B)** with reference to any other provision specified under the Transaction Documents, any TARGET Day on which banks are generally open for business in Milan, Luxembourg, Dublin and London (excluding for the sake of clarity Saturdays and Sundays).

"**Calculation Agent**" means Banca Finint or any other entity acting as calculation agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Cancellation Date**" means the earlier of:

(a) the date on which the Notes have been redeemed in full; and

(b) the date on which the Representative of the Noteholders has certified to the Issuer and the Noteholders that, in its sole and reasonable opinion, there are no more Issuer Available Funds to be distributed as a result of the Issuer having no additional amount or asset relating to the Aggregate Portfolio. Any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled on such date; and

(c) the Final Maturity Date.

"**Cash Allocation, Management and Payment Agreement**" means the cash allocation, management and payment agreement entered into on 22 June 2023 between, *inter alios*, the Issuer, the Calculation Agent, the Account Bank, the Paying Agent, the Cash Manager, the Originator, the Servicer, the Back-Up Servicer, the Corporate Services Provider and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means Alba Leasing S.p.A. or any other entity acting as cash manager pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Cash Trapping Condition**" means, with reference to each Payment Date prior to the service of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio exceeds, as the immediately preceding Quarterly Settlement Date, the percentages set out in the percentage column below against the corresponding Payment Date:

Payment Date falling on	%
September 2023	3.25%
December 2023	3.25%
March 2024	3.75%

June 2024	4.50%
September 2024	5.00%
December 2024	6.00%
March 2025	6.50%
June 2025	6.50%
September 2025	7.50%
Thereafter	7.50%

Upon occurrence of a Cash Trapping Condition, the Issuer Available Funds available after payments of items (i) to (xi) of the Pre-Enforcement Priority of Payments will be provisioned into the Payments Accounts and shall form part of the Issuer Available Funds to be applied on any succeeding Payment Dates.

"**Central Bank**" means the Central Bank of Ireland.

"**Class**" shall be a reference to a class of Notes, being the Senior Notes, the Mezzanine Notes and the Junior Notes and "**Classes**" shall be construed accordingly.

"**Class A Noteholder**" mean any Senior Noteholder.

"**Class A Notes**" or "**Senior Notes**" means, collectively, the Class A1 Notes and the Class A2 Notes.

"**Class A Notes Warehouse**" or "**Senior Notes Warehouse**" means the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 issued by the Issuer on the Issue Date Warehouse in the context of the Warehouse Phase of the Securitisation.

"**Class A Principal Payment**" means jointly the Class A1 Principal Payment and the Class A2 Principal Payment.

"**Class A1 Noteholders**" means the ultimate owners of the Class A1 Notes, each a "**Class A1 Noteholder**".

"**Class A1 Notes**" means the Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class A1 Notes Underwriter**" means Alba Leasing acting as Class A1 Notes underwriter.

"**Class A1 Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A1 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A1 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class A2 Noteholders**" means the ultimate owners of the Class A2 Notes, each a "**Class A2 Noteholder**".

"**Class A2 Notes**" means the Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class A2 Notes Underwriter**" means Alba Leasing acting as Class A2 Notes underwriter.

"**Class A2 Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A1 Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A2 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A2 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class B Noteholders**" means the ultimate owners of the Class B Notes, each a "**Class B Noteholder**".

"**Class B Notes**" or "**Mezzanine Notes**" means the Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class B Notes Interest Subordination Event**" means, with reference to each Payment Date before the delivery of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio as at the immediately preceding Quarterly Settlement Date exceeds 35%, provided that no Class B Notes Interest Subordination Event shall be deemed to have occurred if the Class B Notes are the Most Senior Class of Notes outstanding. Upon occurrence of a Class B Notes Interest Subordination Event, payment of Interest Amounts due on the Class B Notes shall be subordinated to the payment of principal on the Class A Notes in accordance with the Pre-Enforcement Priority of Payments.

"**Class B Notes Underwriter**" or "**Mezzanine Notes Underwriter**" means Alba Leasing acting as Class B Notes underwriter.

"**Class B Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class B Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class B Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class J Noteholders**" means the ultimate owners of the Class J Notes, each a "**Class J Noteholder**".

"**Class J Notes**" or "**Junior Notes**" means the Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class J Notes Underwriter**" or "**Junior Notes Underwriter**" means Alba Leasing acting as Class J Notes underwriter.

"**Class J Notes Warehouse**" or "**Junior Notes Warehouse**" means the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 issued by the Issuer on the Issue Date Warehouse in the context of the Warehouse Phase of the Securitisation.

"**Class J Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment and the Class B Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class J Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class J Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Clearstream**" means Clearstream Banking, société anonyme with registered office at 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral Aggregate Portfolio**" means, on any given date, all the Receivables arising from Lease Contracts that are not, as of such date, Defaulted Lease Contracts.

"**Collection Account**" *(Conto Incassi)* means the Euro denominated account opened with the Account Bank with IBAN **IT87S0347901600000802636100**, or any other Euro denominated account opened with any Eligible Institution, in accordance with the Cash Allocation, Management and Payment Agreement, to which all the Collections and Recoveries made and the Indemnities paid in respect of the Aggregate Portfolio will be credited, in accordance with the Servicing Agreement.

"**Collections**" means any amount received in respect of the Receivables comprised in the Aggregate Portfolio (including, but not limited to, any amount received from any guarantee fund and/or third party under the law applicable from time to time) during each Quarterly Settlement Period except any amount received as Recoveries.

"**Common Criteria**" means the common criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part I (*Criteri Comuni*) of the Master Transfer Agreement.

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

"**Consolidated Banking Act**" means Legislative Decree No. 385 of 1 September 1993, as subsequently amended and implemented from time to time.

"**Consolidated Financial Act**" means Legislative Decree No. 58 of 24 February 1998, as subsequently amended and implemented from time to time.

"**Contractual Interest Rate**" means the interest rate provided in each Lease Contract, as subsequently amended or renegotiated by the Originator with the relevant Lessee.

"**Corporate Services Agreement**" means the corporate services agreement entered into on 5 September 2022 between the Issuer, the Corporate Services Provider, the Servicer and the Representative of the Noteholders, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Corporate Services Provider**" means Banca Finint or any other entity acting as corporate services provider pursuant to the Corporate Services Agreement from time to time.

"**CRA Regulation**" means the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time.

"**Credit and Collection Policies**" *(Procedure di Concessione e Riscossione)* means the documents setting forth the procedures for the collection and recovery of the Receivables annexed to the Servicing Agreement.

"**Criteria**" means, collectively, **(i)** the Common Criteria and **(ii)** with respect to the Initial Portfolio, the Initial Portfolio Specific Criteria or, with respect to any Subsequent Portfolio, the relevant Subsequent Portfolio Specific Criteria.

"**CRR**" means the Regulation (EU) 2013/575 of the European Parliament and of the Council of 26 June 2013 relating to the prudential requirements for credit institutions, as amended and supplemented from time to time, including pursuant to Regulation (EU) 2017/2401.

"**DBRS**" means (i) for the purpose of identifying which DBRS entity which has assigned the credit rating to the Class A1 Notes, Class A2 Notes and Class B Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website, or any other applicable regulation.

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

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or Standard & Poor's Ratings Services:

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

"**DBRS Minimum Rating**" means:

(a) if a public long term senior debt rating by Fitch Ratings Limited ("**Fitch**"), a public long term senior debt rating by Moody's and a public long term senior debt rating by Standard & Poor's Ratings Services ("**S&P Rating Services**") in respect of the Eligible Investment or the Eligible Institution are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such public long term rating remaining after disregarding the highest and lowest of such public long term ratings from such rating agencies (provided that (i) if such public long term rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below, and (ii) if more than one public long term rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such public long term ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but public long term senior debt ratings by any two of Fitch, Moody's and S&P Rating Services are available at such date, the DBRS Equivalent Rating of the lower such public long term rating (provided that if such public long term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below);

(c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but public long term senior debt ratings by any one of Fitch, Moody's and S&P Rating Services are available at such date, then the DBRS Equivalent Rating will be such public long term rating (provided that if such public long term rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

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

"**Debt Service Reserve Account**" means the Euro denominated account with IBAN **IT41U0347901600000802636102** which will be held with the Account Bank or any other account held with an Eligible Institution for the deposit of the Debt Service Reserve Amount in accordance with the Cash Allocation, Management and Payment Agreement.

"**Debt Service Reserve Amount**" means:

(A) on the Issue Date, an amount equal to Euro 10,533,000;

(B) with respect to any other Payment Date until, but excluding, the Release Date, an amount equal to the higher between (i) the initial Principal Amount Outstanding as of the Issue Date of the Rated Notes multiplied by 0.50% and (ii) the Principal Amount Outstanding of the Rated Notes as of the relevant Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments) multiplied by 1%; and

(C) on the Release Date and on any Payment Date falling thereafter, 0 (zero).

"**Debtor**" means the Lessee or any other person or entity liable for payment in respect of a Receivable.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree No. 239.

"**Decree No. 239**" means Italian Legislative Decree No. 239 of 1 April 1996, as amended and supplemented from time to time and any related regulations.

"**Deeds of Transfer**" means, with reference to each Subsequent Portfolio, the relevant deeds of transfer executed between the Issuer and the Originator in accordance with the provisions of the Master Transfer Agreement.

"**Defaulted Instalment**" means any Instalment which remains unpaid for more than 180 days after the date on which for payment thereof is due under the relevant Lease Contract or which arises from a Lease Contract which has been classified as Non-Performing or from a Lease Contract which has been classified as Unlikely to Pay or from a Lease Contract which has been classified as Due and Impaired 180.

"**Defaulted Lease Contract**" means (a) (i) a Lease Contract classified as "Non-performing exposure past due and impaired 180" or (ii) a Lease Contract classified as Sofferenza or (iii) a Lease Contract classified as Unlikely to Pay or (b) a Lease Contract with respect to which there is at least one Instalment which remains unpaid for more than 180 days after the date on which payment thereof is due under the relevant Lease Contract and a number of Delinquent Instalments equal to or higher than (i) 6 (six) in relation to Lease Contracts which provide for monthly payments; (ii) 3 (three) in relation to Lease Contracts which provide for two-month payments; (iii) 2 (two) in relation to Lease Contracts which provide quarterly payments; (iv) 2 (two) in relation to Lease Contracts which provide for four-monthly payments; or (v) 1 (one) in relation to Lease Contracts which provide for semi-annual payments.

"**Defaulted Receivables**" means the Receivables which arise from Defaulted Lease Contracts, and "**Defaulted Receivable**" means each of them.

"**Deferred Purchase Price**" means the second portion, if any, of the Purchase Price, deferred and due by the Issuer in respect of the Aggregate Portfolio being equal to the difference (if positive), on each Payments Report Date with reference to the immediately following Payment Date, between:

(a) the Issuer Available Funds; and

(b) the sum of any amount due and payable on such Payment Date by the Issuer out of the Issuer Available Funds in priority to the Deferred Purchase Price in accordance with the applicable Priority of Payments.

"**Delinquent Instalment**" means, in respect of any Receivables, any Instalment which remains unpaid by the related Lessee for more than 30 days after the date on which payment thereof is due under the relevant Lease Contract and which is not a Defaulted Instalment.

"**Delinquent Lease Contract**" means a Lease Contract with respect to which there is one or more Delinquent Instalment(s) but which is not a Defaulted Lease Contract.

"**DK Guarantees**" means any guarantee issued by a bank in favour of the Originator (a) to secure the payment of the amount due by a Lessee under the relevant Leasing Contract, and (b) qualified by the Originator as "DK Guarantee" (and such qualification has been notified to the Issuer).

"**EBA**" means the European Banking Authority established by Regulation (EU) No. 1093/2010 of the European Parliament and of the Council of 24 November 2010, amending Decision No. 716/2009/EC and repealing Commission Decision 2009/78/EC.

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the

Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*".

"**Eligible Account**" means each of the Collection Account, the Debt Service Reserve Account, the Payments Account and the Investment Account, and "**Eligible Accounts**" means all of them.

"**Eligible Institution**" means any depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States:

(a) whose deposit rating is at least "Baa2" by Moody's, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose deposit rating is at least "Baa2" by Moody's; and

(b) whose long-term unsecured, unsubordinated and unguaranteed debt obligations, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least (x) in case the institution has a DBRS Critical Obligations Rating (COR), "A" with respect to the higher of (i) the rating one notch below the relevant institution's DBRS Critical Obligations Rating (COR); and (ii) the long-term debt, public or private, rating by DBRS; or (y) in case the institution does not have a DBRS Critical Obligations Rating (COR), "A" with respect to the long-term debt, public or private, rating by DBRS; or (z) if there is no such public or private rating by DBRS, "A" with respect to the DBRS Minimum Rating; and

(c) whose long-term and short-term unsecured, unsubordinated and unguaranteed debt obligations, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose long-term and short term unsecured, unsubordinated and unguaranteed debt obligations are rated at least, respectively, "BBB" and "S-2" by Scope, provided that a rating by Scope is (a) the public rating ("Issuer Credit-Strength Rating") assigned by Scope or, if there is no public Scope rating, (b) the private rating assigned by Scope.

"**Eligible Investments**" means:

(a) euro-denominated money market funds which have a long-term rating of "Aaamf" by Moody's and, if rated by DBRS, "AAA" by DBRS and permit daily liquidation of investments or have a maturity date falling before the next following Eligible Investments Maturity Date provided that such money market funds are disposable without penalty or loss for the Issuer;

(b) euro-denominated senior, unsubordinated debt securities, commercial papers, deposits (including, for the avoidance of doubt, time deposits) or other debt instruments provided that (i) such investments are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investments Maturity Date; and (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

(c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer, (ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investments Maturity Date and (iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount);

provided that with exclusive regard to paragraphs (b) and (c) above, the relevant investments or, in the case of repurchase transactions, the debt securities or other debt instruments underlying the relevant repurchase transaction are issued or held by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least:

(i) "A3" by Moody's in respect of long-term debt or such other lower rating being compliant with the criteria established by Moody's from time to time; and

(ii) (A) "R-1 (low)" by DBRS in respect of short-term debt or "A" by DBRS in respect of long-term debt, with regard to investments having a maturity of less than one month; (B) "R-1 (middle)" by DBRS in respect of short-term debt or "AA (low)" by DBRS in respect of long-term debt, with regard to investments having a maturity between one and three months; (C) "R-1 (high)" by DBRS in respect of short-term debt or "AA" by DBRS in respect of long-term debt, with regard to investments having a maturity between three and six months; or (D) such other rating as acceptable to DBRS from time to time; provided that a rating by DBRS is (a) the public rating assigned by DBRS or, if there is no public DBRS rating, (b) the private rating assigned by DBRS. In the event of debt securities or other debt instruments issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution which does not have a private rating nor a public rating from DBRS, then the minimum rating requirements of the relevant debt instrument for DBRS will be defined having reference to the DBRS Minimum Rating;

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

"**Eligible Investment Maturity Date**" means the Business Day prior to each Payments Report Date.

"**ESMA**" means the European Securities and Markets Authority established by Regulation (EU) No. 1095/2010 of the European Parliament and of the Council of 24 November 2010, amending Decision No. 716/2009/EC and repealing Commission Decision 2009/77/EC.

"**EURIBOR**" means at or about 11:00 a.m. (Brussels time) on the Interest Determination Date:

(a) the Euro Interbank Offered Rate for three months Euro deposit (except in respect of the Initial Interest Period, where an interpolated interest rate based on interest rates for 3 (three) months and 6 (six) months deposits in Euro will be substituted for EURIBOR) which appears on the display page designated EURIBOR 01 on Thomson Reuters; or

(b) in the case of (a), EURIBOR shall be determined by reference to such other page as may replace the relevant Thomson Reuters page on that service for the purpose of displaying such information; or

(c) in the case of (a), EURIBOR shall be determined, if the Thomson Reuters service ceases to display such information, by reference to such page as displays such information on such other service as may be nominated information vendor for the purpose of displaying comparable rates and approved by the Representative of the Noteholders,

(the rate determined in accordance with paragraphs (a) to (c) above being the "**Screen Rate**" or, in the case of the Initial Interest Period, the "**Additional Screen Rate**"); and

(d) if the Screen Rate (or, in the case of the Initial Interest Period, the Additional Screen Rate) is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period shall be:

    (i) the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Paying Agent by each of the Reference Banks as the rate at which deposits in Euro for 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 Interest Determination Date; or

    (ii) if only two of the Reference Banks provide such offered quotations to the Paying Agent, the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Bank providing such quotations; or

(iii) if only one or none of the Reference Banks provides the Paying Agent with such an offered quotation, the relevant rate shall be the rate in effect for the immediately preceding period to which subparagraph (a) above shall have applied; and

(e) if such rate is also unavailable at such time for Euro deposits, then the rate for the relevant Interest Period shall be calculated pursuant to Condition 7.9 (*Fallback Provisions*).

"**Euro**", "**€**" and "**cents**" refer to the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended from time to time.

"**Euroclear**" means Euroclear Bank S.A./N.V. with registered office at 1 Boulevard du Roi Albert II, B - 1210 Brussels, as operator of the Euroclear System.

"**European Union Insolvency Regulation**" means the Regulation (UE) 2015/848 of 20 May 2015, as amended and supplemented from time to time.

"**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 amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

"**Excess Indemnity Amount**" means the excess indemnity amount to be paid by the Issuer to the Originator in accordance with clause 15 (*Importi recuperati in relazione ai crediti a seguito di azioni esecutive*) of the Servicing Agreement.

"**Expenses**" means any documented fees, costs and expenses required to be paid to any third party creditor (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Transaction, and any other documented costs and expenses required to be paid in order to preserve the existence of the Issuer or to maintain it in good standing, or to comply with applicable legislation.

"**Expenses Account**" means the Euro denominated account opened with Banca Finanziaria Internazionale S.p.A., with IBAN **IT60V0326661620000014115877** or any other account opened in accordance with the Cash Allocation, Management and Payment Agreement.

"**Extraordinary Payment Date**" means the 15th Local Business Day after the delivery from the Originator of the notice relating to the exercise of the Portfolio Call Option in accordance with clause 26 (*Diritto di Opzione di Riacquisto sulla totalità dei Crediti e Diritto di Prelazione*) of the Master Transfer Agreement.

"**Extraordinary Payments Report Date**" means the 7th Local Business Day before the Extraordinary Payment Date.

"**Extraordinary Quarterly Settlement Date**" means the last calendar day of the month immediately preceding the Extraordinary Payment Date.

"**Extraordinary Resolution**" means a resolution passed at a Meeting of the relevant Noteholders, duly convened and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders, by a majority of not less than three quarters of the votes cast.

"**Extraordinary Resolution of the Most Senior Class of Notes**" means a resolution passed at a joint Meeting of the holders of the Most Senior Class of Notes, duly convened and held in accordance with the provisions contained in the Rules to resolve on the objects set out in Article 18 of the Rules.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code, any related regulation and any official interpretation;

(b) any treaty, law or regulation of any other jurisdiction or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Withholding**" means a deduction or withholding from a payment under the Notes required by FATCA.

"**Final Maturity Date**" means the Payment Date falling in December 2042.

"**First Payment Date**" means the Payment Date falling on 27 September 2023.

"**First Quarterly Settlement Date**" means the day falling on 31 August 2023.

"**First Subsequent Portfolio**" means the first subsequent portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) during the Ramp-Up Period pursuant to the terms of the Master Transfer Agreement and the relevant Deed of Transfer executed on 5 December 2022.

"**Floating Rate Lease Contracts**" means the Lease Contracts which provide for floating interest rate.

"**Formalities**" means jointly (i) the publication of the notice of the assignment of the Receivables in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della*

Repubblica Italiana) and (ii) the registration of such notice with the competent companies' register.

"**Further Securitisation**" means any further securitisation transaction which may be carried out by the Issuer pursuant to the Securitisation Law and in accordance with Condition 5.3 (*Further Securitisations*).

"**GDPR**" means the "*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC*", as amended and supplemented from time to time.

"**Gross Cumulative Default Ratio**" means on each Quarterly Settlement Date the ratio between: **(a)** the aggregate of the Outstanding Amount (as of the date on which the relevant Lease Contract have become Defaulted Lease Contract) related to all the Receivables comprised in the Initial Portfolio and the Subsequent Portfolios arising from Lease Contracts which have become Defaulted Lease Contracts in the period starting from the Relevant Cut-Off Date (excluded) and ending on such Quarterly Settlement Date (included); and **(b)** the aggregate of the Outstanding Principal of the Receivables comprised in the Aggregate Portfolio as at the Relevant Cut-Off Date.

"**Guarantor**" means any person, other than the Debtor, who has granted a guarantee in favor of the Originator as collateral for the Receivables, and / or any of its successors.

"**Homogeneity RTS**" means the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing the Securitisation Regulation with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation.

"**Indemnified Person**" has the meaning ascribed to such term under clause 10.1 (*Issuer's indemnification undertaking*) of the Senior Notes Subscription Agreement.

"**Indemnities**" means the "*Indennizzi da Perdita*" and the "*Indennizzi da Polizze*", each term as defined in the Master Definitions Agreement.

"**Index Rate**" means the base component of the interest rate applicable to each Floating Rate Lease Contract.

"**Individual Purchase Price**" means the individual purchase price of each Receivable equal to, in relation to such Receivable, (i) the Initial Purchase Price, plus (ii) if due, the Purchase Price of the Residual Optional Instalment.

"**Industry**" means the economic industry (identified by the group of RAE code (*codice di ramo di attività economica*), in which the relevant Debtor carries its business activity.

"**Initial Interest Period**" means the Interest Period that shall begin, in relation to each Class of Notes, on (and include) the Issue Date and end on (but exclude) the First Payment Date.

“**Initial Portfolio**” means the initial portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) on 5 September 2022 pursuant to the terms of the Master Transfer Agreement.

“**Initial Portfolio Specific Criteria**” means the further criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part II (*Criteri Specifici del Portafoglio Iniziale*) of the Master Transfer Agreement for the selection of the Initial Portfolio.

“**Initial Purchase Price**” means the initial portion of the Purchase Price paid in respect of the Receivables comprised in the Initial Portfolio and each Subsequent Portfolio, equal to the Outstanding Principal of such Receivables as calculated at the relevant Valuation Date and being an amount equal to:

(i) in respect of the Initial Portfolio, Euro 891,348,911.29;

(ii) in respect of the First Subsequent Portfolio, Euro 287,336,758.49; and

(iii) in respect of the Second Subsequent Portfolio, Euro 211,443,578.15.

“**Insolvency Event**” means in respect of any company or corporation that:

(a) such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition with creditors or insolvent reorganisation (including, without limitation, “*fallimento*”, “*liquidazione giudiziale*” “*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 any jurisdiction in which such company or corporation is deemed to carry on business including the seeking of liquidation, winding-up, insolvent reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento* or similar procedure having a similar effect (other than in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the reasonable opinion of the Representative of the Noteholders, such proceedings are being disputed in good faith with a reasonable prospect of success; or

(b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the reasonable opinion of the Representative of the Noteholders, the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(c) such company or corporation takes any action for a re-adjustment of deferment of a substantial part of its obligations or makes a general assignment or a general arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of a substantial part of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments (other than, in respect of the Issuer, the issuance of a resolution pursuant to Article 74 of the Consolidated Banking Act); or

(d) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation, merger, corporate reorganisation or reconstruction) or any of the events under Article 2484 of the Italian Civil Code occurs with respect to such company or corporation.

"**Insolvency Proceeding**" means any applicable bankruptcy, liquidation, administration, insolvency, composition or insolvent reorganisation (including, without limitation, "*fallimento*", "*liquidazione coatta amministrativa*", "*concordato preventivo*", "*concordato fallimentare*", "*amministrazione straordinaria*", "*amministrazione straordinaria delle grandi imprese in stato di insolvenza*" and "*accordi di ristrutturazione*" each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy.

"**Instalment**" means each periodic lease instalment (excluding in any case the Residual Optional Instalment) due from Lessees under the Lease Contracts (net of VAT) the Receivables of which have been assigned under the terms of the Master Transfer Agreement.

"**Instructions**" means any written notices, written directions or written instructions received by the Agents in accordance with the provisions of the Intercreditor Agreement from an Authorised Person or from a person reasonably believed by the Agents to be an Authorised Person.

"**Insurance Policy**" means any insurance policies executed by a Debtor or by the Originator with respect to, or as condition of, a Lease Contract, including, without limitation, the policies for the coverage of the risks regarding the Assets.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on 22 June 2023 between the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Amount**" means the Euro amount accrued on the Notes in respect of each Interest Period, calculated according to Condition 7.3 (*Interest - Determination of the Rate of Interest and Calculation of the Interest Amount*).

"**Interest Determination Date**" means (i) with respect to the Initial Interest Period the date falling two TARGET Days prior to the relevant Issue Date, and (ii) with respect to each subsequent Interest Period, the date falling two TARGET Days prior to the Payment Date at the beginning of such Interest Period.

"**Interest Period**" means (a) the Initial Interest Period, and (b) each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

“**Intesa Sanpaolo**” means Intesa Sanpaolo S.p.A..

“**Investment Account**” means the Euro denominated deposit account and the securities investment account which may be opened by the Issuer with the Investment Account Bank in accordance with the Cash Allocation, Management and Payment Agreement.

“**Investment Account Bank**” means the Eligible Institution to be appointed by the Issuer pursuant to clause 7 (*Investment Account and Investment Services*) of the Cash Allocation, Management and Payment Agreement) with whom the Investment Account may be opened after the Issue Date.

“**Investment Account Bank Report**” means the report setting out the details of the Eligible Investments which shall be delivered by the Investment Account Bank (if any) to the Issuer, the Cash Manager, the Calculation Agent, the Representative of the Noteholders and the Corporate Services Provider, no later than one Business Day prior to each Quarterly Servicer Report Date, or at any time upon request by the Representative of the Noteholders, according to clause 7.12 (*Investment Account Bank Report*) of the Cash Allocation, Management and Payment Agreement.

“**Investment Letter**” means the investment letter that can be delivered by the Cash Manager to the Investment Account Bank, in accordance with clause 7.2 (*Instructions to the Investment Account Bank*) of the Cash Allocation, Management and Payment Agreement, as amended and supplemented from time to time.

“**Investor Report**” means the quarterly report setting out certain information with respect to the Aggregate Portfolio and the Notes which shall be delivered by the Calculation Agent to, *inter alios*, the Issuer, the Representative of the Noteholders, the Servicer, the Paying Agent, the Account Bank, the Cash Manager, the Corporate Services Provider, the Underwriters, the Rating Agencies, the Joint Arrangers and the Originator on each Investor Report Date pursuant to the Cash Allocation, Management and Payment Agreement.

“**Investor Report Date**” means the first Business Day after each Payment Date.

“**Issue Date**” means 27 June 2023, or any other subsequent date agreed in writing among the Issuer, the Senior Notes Underwriters and the Mezzanine Notes Underwriter.

“**Issue Date Warehouse**” means 22 September 2022, as issue date of the Notes Warehouse issued by the Issuer in the context of the Warehouse Phase of the Securitisation.

“**Issue Price**” means 100 per cent. with reference to the Class A1 Notes; 100 per cent. with reference to the Class A2 Notes; 100 per cent. with reference to the Mezzanine Notes; and 100 per cent. with reference to the Junior Notes.

“**Issuer**” means Alba 13 SPV S.r.l..

“**Issuer Available Funds**” means, on each Payment Date, the aggregate amounts (without duplication) of:

(a) all Collections received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account (including, for the avoidance of doubt, penalties, Indemnities and/or the Agreed Prepayments received and any other sums paid by the Lessees pursuant to the relevant Lease Contracts in respect of the Receivables);

(b) all Recoveries received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account;

(c) all amounts received by the Issuer from the Originator pursuant to the Master Transfer Agreement or by the Servicer pursuant to the Servicing Agreement during the immediately preceding Quarterly Settlement Period (other than the Collections and the Recoveries) and credited to the Payments Account;

(d) any interest accrued and credited on the Accounts (other than the Expenses Account and the Quota Capital Account) as of the last day of the immediately preceding Quarterly Settlement Period;

(e) any amounts credited into the Debt Service Reserve Account on the Issue Date or, as the case may be, on the immediately preceding Payment Date;

(f) the net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of the Accounts (other than the Expenses Account and the Quota Capital Account) in respect of the Quarterly Settlement Period immediately preceding such Payment Date;

(g) any amount provisioned into the Payments Account on the immediately preceding Payment Date under items (xii) and (xv) of the Pre-Enforcement Priority of Payments;

(h) following delivery of a Trigger Notice or upon exercise of the Optional Redemption or Redemption for Taxation, all proceeds from the sale of the Receivables (also if credited to the Eligible Accounts following the Quarterly Settlement Date immediately preceding such Payment Date);

(i) any other amount received in respect of the Securitisation in respect of the Quarterly Settlement Period immediately preceding such Payment Date, not included in any of the items above (but excluding any amount expressly excluded from the Issuer Available Funds pursuant to any of the items above and below),

but excluding: (i) any Residual Optional Instalment collected by the Issuer in the immediately preceding Quarterly Settlement Period and (ii) any Excess Indemnity Amount.

"**Issuer's Rights**" means any and all the Issuer's rights and powers under the Transaction Documents.

"**Italian Bankruptcy Law**" means the Italian Royal Decree No. 267 of 16 March 1942 (*Disciplina del fallimento, del concordato preventivo, dell'amministrazione controllata e* *della liquidazione coatta amministrativa*) and, starting from the date on which has entered into in force, the Legislative Decree No. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), each as amended and supplemented from time to time.

"**Joint Arrangers**" means Intesa Sanpaolo, Banca Akros and Société Générale, and each of them a "**Joint Arranger**".

"**Junior Noteholder**" means any holder of a Junior Note and "Junior Noteholders" means all of them.

"**Junior Notes Subscription Agreement**" means the junior notes subscription agreement in relation to the Class J Notes entered into on 22 June 2023, between the Issuer, the Junior Notes Underwriter and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, inter alia, the terms and conditions for the subscription and issuance of the Class J Notes.

"**Late Payments**" means payments in respect of Receivables which have been made after the due date thereof.

"**Latest Report**" means the latest available Quarterly Servicer Report.

"**Lease Contract**" means each financial leasing agreement between the Originator and a Lessee for the lease of an Asset (as subsequently amended and supplemented), from which the Receivables comprised in the Aggregate Portfolio (satisfying and as selected pursuant to the Criteria) arise.

"**Lease Contract classified as Non-performing exposure past due and impaired 180**" (*Contratto di Locazione Finanziaria classificato come Scaduto Deteriorato 180*) means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Unlikely to Pay, in relation to which the relevant Debtor has credit exposures past due and/or impaired from over 180 days and which exceed a preset materiality threshold equal to the ratio expired/exposure >5%.

"**Lease Contract classified as Sofferenza**" (*Contratto di Locazione Finanziaria classificato come Sofferenza*) means a Lease Contract in relation to which the relevant Debtor is in a state of insolvency or similar situations, and the credit exposure to such Debtor has been classified as "*sofferenza*" in accordance with the Bank of Italy Circular No. 217/1996.

"**Lease Contract classified as Unlikely to Pay**" (*Contratto di Locazione Finanziaria classificato come Inadempienza Probabile*) means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Non-performing exposure past due and impaired 180, with credit exposures vis-à-vis the relevant Debtor for which Alba Leasing considers unlikely that, without recourse to actions such as the enforcement of collaterals, the Debtor may fully fulfill its payment obligations (principal and/or interest) arising from the relevant Lease Contract and which have been classified as "*inadempienza probabile* (unlikely to pay)" in accordance with the Bank of Italy Circular No. 217/1996.

“**Lessees**” means the parties which have signed the Lease Contracts with the Originator, and “**Lessee**” means each of them.

“**Letter of Undertaking**” means the letter of undertaking entered into on 22 June 2023 among the Issuer, the Representative of the Noteholders and the Originator, in accordance with the provisions therein contained, and including any agreement or other document expressed to be supplemental thereto.

“**Listing Agent**” means BNP Paribas, Luxembourg Branch and any successor appointed in accordance with the terms of the relevant letter of appointment.

“**Loan Tape**” means the quarterly report setting out the information about the Receivables required by Article 7(1)(a) and Article 22(4) of the Securitisation Regulation, which shall be prepared and delivered by the Reporting Entity on the basis of the information provided by the Servicer on each Quarterly Servicer’s Report Date (information which shall also be included in the Quarterly Servicer Report) pursuant to the Servicing Agreement.

“**Local Business Day**” means any day (other than Saturday or Sunday) on which banks are open for business in Milan and which is a TARGET Day.

“**Master Amendment Agreement**” means the master amendment agreement entered into on 25 May 2023 between the Issuer and all the other parties of the Warehouse Phase of the Securitisation (including the existing holders of the Notes Warehouse), as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

“**Master Definitions Agreement**” means the master definitions agreement entered into on 22 June 2023 between all the parties to each of the Transaction Documents, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

“**Master Transfer Agreement**” means the master transfer agreement entered into on 5 September 2022 between the Issuer and the Originator setting forth the terms and conditions of the transfer from the Originator to the Issuer of the Aggregate Portfolio, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

“**Meeting**” means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

“**Mezzanine Noteholder**” means any holder of a Mezzanine Note and “**Mezzanine Noteholders**” means all of them.

“**Mezzanine Notes Subscription Agreement**” means the mezzanine notes subscription agreement in relation to the Mezzanine Notes entered into on 22 June 2023, between the Issuer, the Mezzanine Notes Underwriter, the Originator and the Representative of the

Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, *inter alia*, the terms and conditions for the subscription and issuance of the Mezzanine Notes.

"**Minimum Rating**" means (a) a long term or a short-term rating at least equal to, respectively, "BBB (low)" and "R-1(low)" by DBRS and/or (b) a long-term and short term rating at least equal to, respectively, "BBB" and "S-2" by Scope and/or (c) a long-term rating at least equal to "Baa2" by Moody's, *provided that*, for the purpose of this definition, a reference to a rating by DBRS shall be deemed to be referred to a long-term issuer rating or a short-term issuer rating; a reference to a rating by Moody's shall be deemed to be referred to the deposit rating of the relevant entity and a reference to a rating by Scope shall be deemed to be referred to a public or private rating.

"**Monte Titoli**" means Monte Titoli S.p.A..

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.

"**Moody's**" means Moody's Investors Service Ltd.

"**Most Senior Class of Noteholders**" means, at any given date, the holders of the Most Senior Class of Notes.

"**Most Senior Class of Notes**" means the Class of Notes outstanding which ranks highest in accordance with the applicable Priority of Payments, provided that, for the purpose of this definition and of the Rules, Class A1 Notes and Class A2 Notes shall be considered as a single class of notes.

"**Noteholders**" means the holders of the Senior Notes, the Mezzanine Notes and the Junior Notes, collectively, and "**Noteholder**" means any of them.

"**Notes**" means, collectively, the Senior Notes, the Mezzanine Notes and the Junior Notes issued from time to time, and "**Note**" means any of them.

"**Notes Warehouse**" means, collectively, the Senior Notes Warehouse and the Junior Notes Warehouse, and "**Note Warehouse**" means any of them.

"**Notice in GU**" means the publication of the notice of the assignment of the relevant Portfolio in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) in accordance with clause 23(b) (*Impegni delle Parti ai sensi e per gli effetti di cui alla Legge sulla Cartolarizzazione*) of the Master Transfer Agreement.

"**Official Gazette**" means the *Gazzetta Ufficiale della Repubblica Italiana*.

"**Optional Redemption**" has the meaning set out in Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*).

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means Alba Leasing, acting as originator under the Master Transfer Agreement.

"**Other Issuer Creditors**" means the Originator, the Representative of the Noteholders, the Paying Agent, the Calculation Agent, the Account Bank, the Stichting Corporate Services Provider, the Servicer, the Investment Account Bank (if any), the Cash Manager, the Corporate Services Provider, the Class A1 Notes Underwriter, the Joint Arrangers, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter, the Junior Notes Underwriter and the Back-Up Servicer.

"**Outstanding Amount**" means, on any date and with respect to each Receivable, the sum of:

(a) all the Principal Instalments due but unpaid, outstanding as of such date pursuant to the amortisation schedule of the relevant Lease Contract; and

(b) the Outstanding Principal.

"**Outstanding Principal**" means, on any date and with respect to each Receivable, the difference between

(a) the sum of all the Instalments plus the Residual Optional Instalment that are not yet due as of such date pursuant to the amortization schedule of the relevant Lease Contract, discounted at the Contractual Interest Rate as of such date; and

(b) the Residual Optional Instalment.

"**Paying Agent**" means BNP Paribas, Italian Branch, or any other entity acting as paying agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Payment Date**" means (a) the First Payment Date and thereafter the 27th day of each of March, June, September and December of each year or, if such day is not a Business Day, the immediately following Business Day and (b) the Extraordinary Payment Date.

"**Payments Account**" means the Euro denominated account with IBAN **IT64T0347901600000802636101** opened with the Account Bank or any other account opened in accordance with the Cash Allocation, Management and Payment Agreement with any Eligible Institution for the deposit, *inter alia*, of all amounts received from any party to a Transaction Documents to which the Issuer is a party, other than amounts expressly provided to be paid on other Accounts.

"**Payments Report**" means the report setting out all payments and information set forth in the Cash Allocation, Management and Payment Agreement to be delivered by the Calculation Agent on each Payments Report Date in accordance with the provisions thereof.

"**Payments Report Date**" means the date falling 5 (five) Business Days prior to each relevant Payment Date and, with reference to the Extraordinary Payment Date, the Extraordinary Payments Report Date.

"**Pool**" means, as the case may be, the Pool No. 1, the Pool No. 2, the Pool No. 3 and the Pool No. 4.

"**Pool No. 1**" means those Receivables originated under Lease Contracts the related Assets of which are vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts.

"**Pool No. 2**" means those Receivables originated under Lease Contracts the related Assets of which are instrumental assets (e.g. machinery, equipment and/or plants).

"**Pool No. 3**" means those Receivables originated under Lease Contracts the related Assets of which are real estate assets.

"**Pool No. 4**" means those Receivables originated under Lease Contracts the related Assets of which are ships, airplanes, vessels or trains.

"**Post-Enforcement Priority of Payments**" means the order of priority in which the Issuer Available Funds shall be applied after the delivery of a Trigger Notice in accordance with Condition 6.2 (*Priority of Payments - Post-Enforcement Priority of Payments*).

"**Pre-Emption Right**" has the meaning ascribed to such term in clause 20.1.3 of the Intercreditor Agreement.

"**Pre-Enforcement Priority of Payments**" means the order of priority in which the Issuer Available Funds shall be applied prior to the delivery of a Trigger Notice in accordance with Condition 6.1 (*Priority of Payments - Pre-Enforcement Priority of Payments*).

"**Prepayment Amount**" means in relation to a Lease Contract, the amount payable to the Originator by the relevant Lessee upon the early termination of such Lease Contract, provided that (a) any such early termination is subject to the prior consent of the Originator and (b) the Prepayment Amount is equal to the sum of:

(a) the accrued and unpaid Instalments plus any relevant penalties; and

(b) the nominal value of all future Instalments and of the Residual Optional Instalment, discounted back at a rate determined by the Originator as at the date of the early termination of the relevant Lease Contract.

"**Principal Amount Outstanding**" means with respect to any Note on any date, the principal amount thereof upon issue less the aggregate amount of all principal repayments made in respect of that Note prior to such date.

"**Principal Amounts**" means the Euro amounts payable on the Notes as principal in accordance with the Conditions.

"**Principal Instalments**" means, with respect to each Receivable, the principal component of the Instalments of such Receivables (excluding for the avoidance of doubt the Residual Optional Instalment).

"**Priority of Payments**" means the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as the case may be.

"**Privacy Law**" or "**Privacy Code**" means the Legislative Decree No. 196 of 30 June 2003.

"**Privacy Legislation**" means any legislation applicable on data protection, including the GDPR, the Privacy Law, all applicable provisions adopted by the Italian Data Protection Authority and the national legislation implementing the GDPR.

"**Prospectus**" means the prospectus relating to the Notes approved by the Central Bank and dated 22 June 2023.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended and supplemented from time to time.

"**Purchase Price**" means (A) in respect of each Receivable, the Individual Purchase Price of such Receivable; and (B) in respect of the Initial Portfolio and/or any Subsequent Portfolio, the sum of (i) the aggregate of the Individual Purchase Prices of each Receivables comprised in the Initial Portfolio and/or any Subsequent Portfolio and (ii) the Deferred Purchase Price.

"**Purchase Price of the Residual Optional Instalment**" means, in respect of each Payment Date and with respect to each Receivable, an amount equal to the Residual Optional Instalment of such Receivable collected by the Issuer upon the exercise by the relevant lessee of the option to purchase the relevant Asset, or in case such a term refers to the Initial Portfolio and/or any Subsequent Portfolio, the sums of the purchase prices of the residual optional instalments of the the Initial Portfolio and/or any Subsequent Portfolio.

"**Quarterly Servicer Report**" means a report which the Servicer has undertaken to deliver on each Quarterly Servicer Report Date, setting out, *inter alia*, the performance of the Receivables, to be prepared substantially in the form of schedule 2 of the Servicing Agreement.

"**Quarterly Servicer Report Date**" means the fifth Local Business Day following a Quarterly Settlement Date.

"**Quarterly Settlement Date**" means the last calendar day of February, May, August and November of each year and with reference to the Extraordinary Payment Date, the Extraordinary Quarterly Settlement Date, provided that the First Quarterly Settlement Date shall be the day falling on 31 August 2023.

"**Quarterly Settlement Period**" means each three months period commencing on (but excluding) a Quarterly Settlement Date and ending on (and including) the immediately following Quarterly Settlement Date, provided that (a) the first Quarterly Settlement Period commences on the Relevant Cut-Off Date (excluded) and ends on the First Quarterly Settlement Date (included) and (b) the Quarterly Settlement Period ending on the Extraordinary Quarterly Settlement Date may be shorter or longer than a period of three months.

"**Quota Capital Account**" means the Euro denominated account opened by the Issuer with Banca Finanziaria Internazionale S.p.A., with IBAN **IT30Z0326661620000014112437**, to which the contributed quota capital of the Issuer is deposited, or any other account that shall be opened by the Issuer in substitution of such account in accordance with the Cash Allocation, Management and Payment Agreement.

"**Quotaholder Agreement**" means the quotaholder agreement entered into on 22 June 2023 between the Issuer, the Representative of the Noteholders, and the Sole Quotaholder, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Ramp-Up Period**" means the period starting from (and including) the Issue Date Warehouse and ending on (and including) 27 June 2023.

"**Rate of Interest**" shall have the meaning ascribed to it in Condition 7.2 (*Interest - Rate of Interest*).

"**Rated Notes**" means the Senior Notes and the Mezzanine Notes.

"**Rating Agencies**" means Moody's, DBRS and Scope and "**Rating Agency**" means each of them.

"**Receivable**" means, with reference to the Initial Portfolio and each Subsequent Portfolio, each and any claims (save as stated below) arising from the Lease Contracts (and each contract, deed, agreement or document related to those Lease Contracts), satisfying the Criteria on the relevant Valuation Date (or the different date provided in respect of each Criteria) included in the Initial Portfolio and each Subsequent Portfolio and excluding any amount due on or before the relevant Valuation Date (included), including, without limitation:

(a) the Instalments;

(b) the Agreed Prepayments and the Prepayment Amounts;

(c) the Residual Optional Instalment;

(d) default interest and/or other interest arising as a consequence of payment deferrals granted by the Originator, in each case, accrued and unpaid until the date of purchase of such Receivable and/or any other such interest payments which are to mature thereafter, on all amounts outstanding from the Lessees under the Lease Contracts;

(e) amounts due as penalties;

(f) any increase in Instalments as a result of any amendment to the Lease Contracts;

but excluding in all cases:

(i) amounts due by way of VAT;

(ii) expenses due by the Lessee pursuant to the relevant Lease Contract; and

(iii) default interests in respect of amounts due under (a) and (b) above.

"**Records**" has the meaning ascribed to such term in the Cash Allocation, Management and Payment Agreement.

"**Recoveries**" means the recoveries, surety payments, insurance proceeds and penalties received in respect of any Defaulted Receivables, and "**Recovery**" means each such recovery.

"**Redemption for Taxation**" has the meaning set out in Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

"**Reference Banks**" means three (3) major banks in the Euro-Zone inter-bank market selected by the Issuer with the approval of the Representative of the Noteholders in accordance with Condition 7.7 (*Interest - Reference Banks and paying agent*). The initial Reference Banks shall be JP Morgan and Barclays Bank plc.

"**Regulation S**" means Regulation S promulgated under the U.S. Securities Act.

"**Regulation 13 August 2018**" means the regulation, regarding post-trading systems, issued by the Bank of Italy and the CONSOB on 13 August 2018, as amended and supplemented from time to time.

"**Regulatory Technical Standards**" means the regulatory technical standards adopted by the Commission on the basis of the drafts developed by the European Securities and Markets Authority (ESMA), the European Banking Authority (EBA) and/or the European Insurance and Occupational Pensions Authority (EIOPA) pursuant to the Securitisation Regulation and entered into force in the European Union.

"**Release Date**" means the earlier of:

(i) the Cancellation Date;

(ii) the Payment Date on which the Issuer Available Funds to be applied on such date, minus all payments or provisions which have a priority or *pari passu* ranking with the payment of principal on the Rated Notes in accordance with the Pre-Enforcement Priority of Payments, are sufficient to redeem the Rated Notes in full; and

(iii) the Payment Date immediately succeeding the service of a Trigger Notice.

"**Relevant Cut-Off Date**" means 13 May 2023.

"**Reporting Entity**" means Alba Leasing S.p.A., or any other entity acting as reporting entity pursuant to Article 7(2) of the Securitisation Regulation and the Intercreditor Agreement from time to time, and any of its permitted successors or transferees.

"**Representative of the Noteholders**" means Banca Finint or any other entity acting as representative of the Noteholders pursuant to the Subscription Agreements and/or the Terms and Conditions from time to time.

"**Repurchase Agreement**" means the repurchase agreement entered into on 25 May 2023 between the Issuer and the Originator pursuant to which the Originator has repurchased from the Issuer - without recourse and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, the Repurchased Receivables, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Repurchased Receivables**" means the Receivables being repurchased under the Repurchase Agreement and complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in the Repurchase Agreement.

"**Requirements**" has the meaning ascribed to the definition "*Requisiti*" in clause 7.1 (*Revoca del Back-up Servicer*) of the Back-Up Servicing Agreement.

"**Residual Optional Instalment**" means the residual price (*riscatto*) due from a Lessee at the end of the contractual term of a Lease Contract (if the Lessee elects to exercise its option to purchase the related Asset) the Receivables of which have been assigned under the terms of the Master Transfer Agreement.

"**Retention Amount**" means Euro 25,000.

"**Rules of the Organisation of the Noteholders**" or the "**Rules**" means the rules of the organisation of the Noteholders attached as Exhibit 1 to the Terms and Conditions, as from time to time modified in accordance with the provisions contained therein and including any agreement or other document expressed to be supplemental thereof.

"**S&P**" means Standard & Poor's Global Ratings Europe Limited.

"**Scope**" means Scope Ratings GmbH.

"**Second Subsequent Portfolio**" means the second subsequent portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) during the Ramp-Up Period pursuant to the terms of the Master Transfer Agreement and the relevant Deed of Transfer executed on 6 March 2023.

"**Securitisation**" means the securitisation of the Receivables made by the Issuer through the issuance of the Notes pursuant to Articles 1 and 5 of the Securitisation Law.

"**Securitisation Law**" means Italian Law No. 130 of 30 April 1999, as amended and supplemented from time to time.

"**Securitisation Regulation**" means the Regulation (EU) No. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, as amended and supplemented from time to time.

"**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.

"**Senior Noteholder**" means any holder of a Senior Note and "**Senior Noteholders**" means all of them.

"**Senior Notes Subscription Agreement**" means the senior notes subscription agreement in relation to the Class A Notes entered into on 22 June 2023, between the Issuer, the Joint Arrangers, the Senior Notes Underwriters, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, *inter alia*, the terms and conditions for the subscription and issuance of the Class A Notes.

"**Senior Notes Underwriters**" means the Class A1 Notes Underwriter and the Class A2 Notes Underwriter.

"**Servicer**" means Alba Leasing or any other entity acting as Servicer pursuant to the Servicing Agreement from time to time.

"**Servicer Account**" means the Euro denominated account with IBAN **IT22N0306912711100000019552** established in the name of the Servicer with the Servicer Account Bank, or with any other bank having the Minimum Rating, for the collection of the Receivables, managed by the Servicer pursuant to the Servicing Agreement.

"**Servicer Account Bank**" means Intesa Sanpaolo S.p.A. and any of its successors and assignees.

"**Servicer Termination Event**" has the meaning ascribed to the definition "*Causa di Revoca del Servicer*" contained in clause 10.2 of the Servicing Agreement.

"**Servicer's Fee**" means the fee due to the Servicer pursuant to clause 9 of the Servicing Agreement.

"**Services**" has the meaning ascribed to such term in clause 2 (*Appointment and Services of the Corporate Services Provider*) of the Corporate Services Agreement.

"**Servicing Agreement**" means the servicing agreement entered into on 5 September 2022 between the Issuer and the Servicer in order to administer and service the Receivables comprised in the Aggregate Portfolio, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Servicing Fee Letter**" means the servicing fee letter entered into on 5 September 2022 between the Issuer and the Servicer, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Société Générale**" or "**SG**" means Société Générale.

"**Sole Quotaholder**" means Stichting Bears.

"**Specified Office**" means the office of (i) the Account Bank located at Piazza Lina Bo Bardi, 3, 20124, Milan; or (ii) the Paying Agent located at Piazza Lina Bo Bardi, 3, 20124, Milan; or (iii) the Calculation Agent located at Via V. Alfieri 1, 31015 Conegliano (TV), Italy; or (iv) the Listing Agent located at 60 avenue J.F. Kennedy, L-1855 Luxembourg, or (v) the Cash Manager located at Via Sile No.18, 20139 Milan, Italy, as the case may be, or the different offices changed in accordance with the Cash Allocation, Management and Payment Agreement.

"**Stichting Bears**" means Stichting Bears.

"**Stichting Corporate Services Agreement**" means the Stichting Corporate Services Agreement entered into on 22 June 2023 between the Issuer, the Stichting Corporate Services Provider and the Sole Quotaholder, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Stichting Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited, or any other entity acting as Stichting Corporate Services Provider from time to time and any of its permitted successors and assignees, pursuant to the Stichting Corporate Services Agreement.

"**STS Notification**" means the notification made in accordance with Article 27 of the Securitisation Regulation explaining how the Securitisation meets the STS Requirements.

"**STS Requirements**" means the requirements for simple, transparent and standardized non-ABCP securitisations provided for by Articles 20, 21 and 22 of the Securitisation Regulation.

"**Sub-Back-Up Servicers**" means Agenzia Italia S.p.A. and Trebi Generalconsult S.r.l. or any other entity acting as sub-back-up servicer pursuant to the Back-Up Servicing Agreement from time to time.

"**Sub-Delegate**" has the meaning ascribed to it in clause 8 (*Sub-Delegation*) of the Corporate Services Agreement.

"**Subject Matter of the Mandate**" has the meaning ascribed to such term in clause 3.1 (*Subject Matter*) of the Intercreditor Agreement.

"**Subscription Agreements**" means, collectively, the Senior Notes Subscription Agreement, the Mezzanine Notes Subscription Agreement and the Junior Notes Subscription Agreement, and "**Subscription Agreement**" means each one of them.

"**Subscription Price**" means the Subscription Price of the Class A1 Notes, the Subscription Price of the Class A2 Notes, the Subscription Price of the Class B Notes and/or the Subscription Price of the Class J Notes, as the case may be.

"**Subscription Price of the Class A1 Notes**" means the subscription price of the Class A1 Notes to be paid subject to and in accordance with the terms of the Senior Notes Subscription Agreement.

"**Subscription Price of the Class A2 Notes**" means the subscription price of the Class A2 Notes to be paid subject to and in accordance with the terms of the Senior Notes Subscription Agreement.

"**Subscription Price of the Class B Notes**" means the subscription price of the Class B Notes to be paid subject to and in accordance with the terms of the Mezzanine Notes Subscription Agreement.

"**Subscription Price of the Class J Notes**" means the subscription price of the Class J Notes to be paid subject to and in accordance with the terms of the Junior Notes Subscription Agreement.

"**Subsequent Portfolio Specific Criteria**" means, collectively, **(i)** the criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part III (*Criteri Specifici dei Portafogli Successivi*) of the Master Transfer Agreement and **(ii)** the further criteria from time to time agreed between the Issuer and the Originator in accordance with clause 3.3 (*Criteri di selezione dei Crediti inclusi nei Portafogli Successivi*) of the Master Transfer Agreement for the selection of each Subsequent Portfolio.

"**Subsequent Portfolios**" means, collectively, the First Subsequent Portfolio and the Second Subsequent Portfolio.

"**Successor Corporate Services Provider**" has the meaning ascribed to such term in clause 11 (*Termination*) of the Corporate Services Agreement.

"**Successor Servicer**" has the meaning ascribed to definition "*Successore del Servicer*" contained in clause 10.4 of the Servicing Agreement.

"**Supervisory Regulations**" means the Supervisory Regulations for the Banks or the Supervisory Regulations for Financial Intermediaries as the context requires.

"**Supervisory Regulations for the Banks**" means the "*Disposizioni di vigilanza per le banche*" issued by the Bank of Italy by Circular No. 285 of 71 December 2013, as amended and supplemented from time to time.

"**Supervisory Regulations for Financial Intermediaries**" means the "*Disposizioni di Vigilanza per gli Intermediari Finanziari"* issued by the Bank of Italy by Circular No. 288 of 3 April 2015, as amended and supplemented from time to time.

"**Take-Out Phase**" means the so-called "take-out phase" of the Securitisation implemented by the Issuer on the Issue Date through the issuance of the Notes and the early redemption of the Notes Warehouse.

"**Target Amortisation Amount**" means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

$$A - CP - R$$

Where:

A = the Principal Amount Outstanding of the Notes as at the immediately preceding Payments Report Date (or, in respect of the First Payment Date, the Principal Amount Outstanding of the Notes as at the Issue Date);

CP = the Outstanding Amount of the Collateral Aggregate Portfolio as at the immediately preceding Quarterly Settlement Date;

R = the Debt Service Reserve Amount calculated with reference to the relevant Payment Date.

"**TARGET Day**" means any day on which the real time gross settlement system operated by the Eurosystem (T2) (or any successor thereto) is open.

"**Tax**" means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly.

"**Tax Authority**" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function including the Irish Revenue Commissioners, H.M. Revenue and Customs, the Italian Revenue Agency (*Agenzia delle Entrate*) and the Luxembourg direct and indirect tax administrations (*Administration des contributions directes* and *Administration de I'Enregistrement et des Domaines*).

"**Tax Deduction**" means any deduction or withholding for or on account of Tax.

"**Tax Event**" shall have the meaning ascribed to such term in Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

"**Terms and Conditions**" means these terms and conditions of the Notes, and "**Condition**" means any of those.

"**Transaction**" means the Securitisation.

"**Transaction Documents**" means the Master Transfer Agreement, the Servicing Agreement, the Back-Up Servicing Agreement, the Intercreditor Agreement, the Cash Allocation, Management and Payment Agreement, the Corporate Services Agreement, the Subscription Agreements, the Quotaholder Agreement, the Stichting Corporate Services Agreement, the Master Definitions Agreement, the Letter of Undertaking, the Master Amendment Agreement, the Terms and Conditions and any other deed, act, document or agreement executed in the context of the Securitisation, including for the avoidance of doubt any deed, act, document and agreement entered into in connection with the issuance and subscription of the Notes designated as such by the Issuer and the Representative of the Noteholders.

"**Transfer Date**" means the date from which takes effect the assignment of the Initial Portfolio and each Subsequent Portfolio, being:

(i) in relation to the Initial Portfolio, 5 September 2022 as signing date of the Master Transfer Agreement;

(ii) in relation to the First Subsequent Portfolio, 5 December 2022 as signing date of the relevant Deed of Transfer; and

(iii) in relation to the Second Subsequent Portfolio, 6 March 2023 as signing date of the relevant Deed of Transfer.

"**Transparency Directive**" means Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004, as from time to time amended and supplemented.

"**Transparency Obligations**" means the information and documentation requirements provided for by Article 7(1) of the Securitisation Regulation.

"**Trigger Event**" means any of the events described in Condition 13 (*Trigger Events*).

“**Trigger Event Report**” means the Payments Report that the Calculation Agent shall deliver upon request of the Representative of the Noteholders upon the occurrence of a Trigger Event, according to clause 11 (*Reporting Obligations of the Calculation Agent*) of the Cash Allocation, Management and Payment Agreement.

“**Trigger Notice**” means the notice described in Condition 13 (*Trigger Events*).

“**UK Securitisation Regulation**” means the Securitisation Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (the “**EUWA**”), together with the relevant technical standards. Reference to the UK Securitisation Regulation shall mean a reference to such regulation as in force on the Issue Date and shall not include any amendment following the Issue Date.

“**Underwriters**” means the Senior Notes Underwriters, the Mezzanine Notes Underwriter and the Junior Notes Underwriter, collectively, and “**Underwriter**” means any of them.

“**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended and the rules and regulations promulgated pursuant thereto.

“**Usury Law**” means Italian Law No. 108 of 7 March 1996 (*Disposizioni in materia di usura*) and the law decree No. 394 of 29 December 2000 as converted by law No. 24 of 28 February 2001 (including the provisions set forth in Article 1, paragraph 2 and 3 of the aforementioned decree), as subsequently amended and supplemented.

“**Usury Thresholds**” means the usury thresholds set on a quarterly basis by a decree issued by the Italian Treasury (the latest of such decrees having been issued on 21 December 2012).

“**Valuation Date**” means:

(i) in relation to the assignment of the Initial Portfolio, 20 August 2022;

(ii) in relation to the assignment of the First Subsequent Portfolio, 1 December 2022; and

(iii) in relation to the assignment of the Second Subsequent Portfolio, 1 March 2023.

“**Volcker Rule**” means the provision under the Dodd-Frank Act which restricts the ability of banking entities to sponsor or invest in private equity or hedge funds or to engage in certain proprietary trading activities involving securities, derivatives, commodity futures, and options on those instruments for their own account.

“**Warehouse Phase**” means the so-called “warehouse phase” of the Securitisation implemented by the Issuer on the Issue Date Warehouse through the issuance of the Notes Warehouse.

"**Wilmington Trust**" means Wilmington Trust SP Services (London) Limited.

2. ISSUANCE AND SUBSCRIPTION OF THE NOTES

On the Issue Date the Issuer shall issue:

(i) Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A1 Notes**");

(ii) Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A2 Notes**" and, together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**");

(iii) Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (the "**Class B Notes**" or the "**Mezzanine Notes**" and the Mezzanine Notes together with the Senior Notes, the "**Rated Notes**"); and

(iv) Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (the "**Class J Notes**" or the "**Junior Notes**" and, together with the Rated Notes, the "**Notes**").

3. FORM, DENOMINATION AND TITLE

3.1 Form

The Notes will be issued in bearer form and held in dematerialised form on behalf of the beneficial owners, 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.

3.2 Denomination

The Senior Notes and the Mezzanine Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 100,000 in excess thereof.

The Junior Notes will be issued in the denomination of Euro 100,000 and integral multiples of Euro 1,000 in excess thereof.

3.3 Title

The Notes will be accepted for clearance by Monte Titoli with effect from the Issue Date. The Notes will at all times be evidenced by, and title thereto will be transferable by means of, book entries in accordance with the provisions of (i) Article 83-*bis* of the Legislative Decree No. 58 of 24 February 1998; and (ii) the Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.

4. STATUS, PRIORITY AND SEGREGATION

4.1 Status

The Notes constitute limited recourse obligations of the Issuer and, accordingly, the extent of the obligation of the Issuer to make payments under the Notes is conditional upon the receipt and recovery by the Issuer of amounts due, and is limited to the extent of any amounts received or recovered by the Issuer, in each case, in respect of the Aggregate Portfolio and the other Issuer's Rights. Notwithstanding any other provision of these Terms and Conditions, the obligation of the Issuer to make any payment under the Notes shall be equal to the lesser of (a) the nominal amount of such payment and (b) the Issuer Available Funds which may be applied for the relevant purpose in accordance with the applicable Priority of Payments, provided that, if the Issuer Available Funds are insufficient to pay any amount due and payable to the Noteholders on any Payment Date in accordance with the applicable Priority of Payments and without prejudice to Condition 13(a)(i) (*Trigger Events - Non-payment by the Issuer*), the shortfall then occurring will not be due and payable until a subsequent Payment Date on which the Issuer Available Funds may be used for such purpose in accordance with the relevant Priority of Payments and provided however that any claim towards the Issuer shall be deemed waived and cancelled on the Cancellation Date.

Without prejudice to the foregoing, any payment obligations of the Issuer under the Notes which has remained unpaid to the extent referred to above upon the Cancellation Date, shall be deemed extinguished and the relevant claims irrevocably relinquished, waiver and surrendered by the Noteholders to the Issuer and the Noteholders will have no further recourse to the Issuer in respect of such obligations. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a "*contratto aleatorio*" under Italian law and are deemed to accept the consequences thereof, including but not limited to the provisions under Article 1469 of the Italian Civil Code.

4.2 Segregation

By operation of the Securitisation Law, the Issuer's right, title and interest in and to the Aggregate Portfolio is segregated from all other assets of the Issuer. Amounts deriving from the Aggregate Portfolio will only be available, both prior to and following the winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments and to any third party creditors in respect of costs, fees and expenses incurred by the Issuer to such third party creditors in relation to the Transaction and to the corporate existence and good standing of the Issuer.

4.3 Ranking

In respect of the obligations of the Issuer to pay interest and repay principal on the Notes:

(a) prior to the delivery of a Trigger Notice:

(i) Interest Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(ii) Interest Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes and, until the occurrence of a Class B Notes Interest Subordination Event, to the Principal Amounts on the Class A Notes;

(iii) Principal Amounts on the Class A1 Notes will rank in priority to the Principal Amounts on the Class A2 Notes, the Class B Notes and the Class J Notes;

(iv) Principal Amounts on the Class A2 Notes will rank in priority to the Principal Amounts on the Class B Notes and on the Class J Notes;

(v) Principal Amounts on the Class A Notes will rank in priority to Interest Amounts on the Class B Notes following the occurrence of a Class B Notes Interest Subordination Event;

(vi) Principal Amounts on the Class B Notes will rank in priority to the Principal Amounts on the Class J Notes;

(b) after the delivery of a Trigger Notice:

(i) Interest Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(ii) Principal Amounts on the Class A1 Notes and on the Class A2 Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class B Notes and on the Class J Notes;

(iii) Interest Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes; and

(iv) Principal Amounts on the Class B Notes will rank *pari passu* and *pro rata* among themselves and in priority to Interest Amounts and Principal Amounts on the Class J Notes.

4.4 Conflict of interest

The Intercreditor Agreement contains provisions regarding the fact that the Representative of the Noteholders shall, as regards the exercise and performance of all its powers, authorities, duties and discretion have regard to the interests of all Class of Noteholders and the Other Issuer Creditors provided that if, in the opinion of the Representative of the Noteholders (i) there is a conflict between their interests, the Representative of the Noteholders will have regard solely to the interests of the Noteholders; or (ii) there is a conflict between the interests of the holders of different Classes, the Representative of the Noteholders will consider only the interests of the holders of the Most Senior Class of Notes then outstanding; or (iii) there is a conflict between the interests of the Other Issuer Creditors, then the Representative of the Noteholders shall have regard to the interests of whichever of the Other Issuer Creditors ranks higher in the Priority of Payments for the payment of the amounts therein specified.

5. COVENANTS

5.1 Covenants by the Issuer

For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save (a) with the prior written consent of the Representative of the Noteholders (and subject to the provisions of the Intercreditor Agreement), or (b) as provided in or contemplated by any of the Transaction Documents:

5.1.1 *Negative pledge:* create or permit to subsist any Security Interest whatsoever over the Aggregate Portfolio or any part thereof or over any of its other assets (save for any Security Interest created in connection with any Further Securitisation and to the extent that such Security Interest is created over assets which form part of the segregated assets of such Further Securitisation) or sell, lend, part with or otherwise dispose of all or any part of the Aggregate Portfolio or any of its other assets; or

5.1.2 *Restrictions on activities:*

(i) engage in any activity whatsoever which is not incidental to or necessary in connection with any Further Securitisation or with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage; or

(ii) have any società *controllata* (subsidiary) or *società collegata* (affiliate) (as defined in Article 2359 of the Italian Civil Code) or any employees or premises; or

(iii) at any time approve or agree or consent to any act or thing whatsoever which may be materially prejudicial to the interests of the Noteholders and shall not do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents; or

(iv) become the owner of any real estate asset; or

5.1.3 *Dividends or Distributions*: pay any dividend or make any other distribution or return or repay any equity capital to its quotaholders, or increase its capital, save as required by the Applicable Law; or

5.1.4 *De-registrations*: ask for de-registration from the register of the *società veicolo* held by Bank of Italy, for as long as any Applicable Law or regulation requires an issuer of notes issued under the Securitisation Law or companies incorporated pursuant to the Securitisation Law to be registered therein; or

5.1.5 *Borrowings*: incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of indebtedness or of any obligation of any person, other than for the purposes of the Securitisation or any Further Securitisation; or

5.1.6 *Merger*: consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person; or

5.1.7 *No variation or waiver*: subject to the provisions of the Intercreditor Agreement, permit any of the Transaction Documents to which it is party to be amended, terminated or discharged if such amendment, termination or discharge may negatively affect the interest of the Senior Noteholders and the Mezzanine Noteholders, or exercise any powers of consent or waiver pursuant to the terms of any of the other Transaction Documents to which it is a party which may negatively affect the interest of the Senior Noteholders and the Mezzanine Noteholders or permit any party to any of the Transaction Documents to which it is a party to be released from such obligations, if such release may negatively affect the interest of the Senior Noteholders and the Mezzanine Noteholders; or

5.1.8 *Bank Accounts*: have an interest in any bank account other than the Accounts, the Quota Capital Account, any other bank account opened in relation to the Securitisation or any bank account opened in relation to any Further Securitisation; or

5.1.9 *Statutory Documents*: amend, supplement or otherwise modify its *statuto* or *atto costitutivo*, except where such amendment, supplement or modification is required by compulsory provisions of Italian law or by the competent regulatory authorities; or

5.1.10 *Centre of Main Interest:* become resident, including without limitation for tax purposes, in any country outside Italy or cease to be managed and administrated in Italy or cease to have its "centre of main interest" (as that term is used in Article 3(1) of the European Union Insolvency Regulation) in Italy; or

5.1.11 *Branch outside Italy:* establish any branch or "establishment" (as that term is used in Article 2(h) of the European Union Insolvency Regulation) outside the Republic of Italy; or

5.1.12 *Corporate Records, financial statements and books of account:* permit or consent to any of the following occurring:

(a) its books and records being maintained with or co-mingled with those of any other person or entity;

(b) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity;

(c) its books and records (if any) relating to the Securitisation being maintained with or co-mingled with those relating to any other securitisation transaction perfected by the Issuer; or

(d) 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 procure that, with respect to itself: (i) separate financial statements in relation to its financial affairs are maintained; (ii) all corporate formalities with respect to is affairs are observed; (iii) separate stationery, invoices and cheques are used; (iv) it always holds itself out as a separate entity; and (v) any known misunderstandings regarding its separate entity are corrected as soon as possible; or

5.1.13 *Other agreements*: enter into any agreement containing any provision that would be violated or breached by the performance of the Issuer's obligations under these Conditions or under any Transaction Document; or

5.1.14 *Corporate Formalities*: cease to comply with all necessary corporate formalities; or

5.1.15 *Disposal of assets*: transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant, any option over or any present or future right to acquire all or any part of the Receivables, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation, whether in one transaction or in a series of transactions, other than as provided under the Transaction Documents;

5.1.16 *Derivatives*: enter into derivative contracts save as expressly permitted by Article 21, paragraph 2, of the Securitisation Regulation.

5.2 Undertaking of the Issuer

So long as any of the Issuer's obligations under the Notes or any Transaction Documents remains outstanding, the Issuer shall, to the extent permitted by the Transaction Documents:

5.2.1. notify the Representative of the Noteholders and the Rating Agencies, to the best of the Issuer's knowledge, of the occurrence of any event which would give the Issuer the right to terminate the appointment of any of its agents under any Transaction Document to which it is a party (to the purpose of this Condition 5.2, the "**Termination Event**") or of any event which would be (with the expiry of a grace period, the giving of notice or the making of any determination under such Transaction Document or any combination of them) a Termination Event and the steps, if any, being taken to remedy it. The Issuer shall promptly supply to the Representative of the Noteholders such information regarding its financial condition as the Representative of the Noteholders may reasonably request; or

5.2.2. (i) preserve and/or exercise and/or enforce all of its rights and perform and observe all of its obligations under the Transaction Documents, and (ii) promptly upon receipt of a request of the Representative of the Noteholders, take all necessary or advisable action in order to enforce its rights under the Transaction Documents *vis-à-vis* the Originator, the Servicer and/or any other party to the Transaction Documents and notify the Rating Agencies about the receipt of such request from the Representative of the Noteholders.

5.3 Further Securitisations

Without prejudice to the provisions set forth under the Terms and Conditions, nothing in the Transaction Documents shall prevent or restrict the Issuer from carrying out any one or more other securitisation transactions pursuant to the Securitisation Law or, without limiting the generality of the foregoing, implementing, entering into, making or executing any document, deed or agreement in connection with any other securitisation transaction (each, a "**Further Securitisation**"), provided that subject to the provisions of the Intercreditor Agreement and these Terms and Conditions, the Issuer confirms in writing to the Representative of the Noteholders or the Representative of the Noteholders (which, for such purpose, may rely on the advice of any certificate or opinion of or any information obtained from any lawyer, accountant, banker, broker or other expert) is otherwise satisfied that:

(a) the Noteholders have given their consent to the Issuer to carry out such Further Securitisation in accordance with the provisions of the Rules of the Organisation of the Noteholders;

(b) the transaction documents entered into in the context of the relevant Further Securitisation constitute valid, legally binding and enforceable obligations of the parties thereto under the relevant governing law;

(c) in the context of the relevant Further Securitisation the Sole Quotaholder gives undertakings in relation to the management of the Issuer, the exercise of its rights as quotaholder or the disposal of the quotas of the Issuer which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to the undertakings provided for in the Quotaholder Agreement;

(d) the terms and conditions of the notes issued under the Further Securitisation 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 notes, are limited recourse obligations of the Issuer, limited to some or all of the assets comprised therein;

(e) all the participants to the relevant Further Securitisation and the holders of the notes issued in the context of such Further Securitisation (a) will accept non-petition provisions and limited recourse provisions in all material respects equivalent to those provided in Condition 9 (*Non Petition and Limited Recourse*) and (b) will agree and acknowledge 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 of such Further Securitisation and that each creditor in respect of such Further Securitisation or the representative of the holders of such further notes will agree 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;

(f) the security deeds or agreements entered into in connection with the relevant Further Securitisation do not comprise or extend over any of the Receivables or any of the Issuer's Rights;

(g) the notes to be issued in the context of the relevant Further Securitisation:

(i) are not cross-collateralised or cross-defaulted with the Notes or any note issued by the Issuer in the context of any other previous Further Securitisations; and

(ii) include provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to those provided for by the Intercreditor Agreement;

(h) the relevant Further Securitisation does not adversely affect the rating of any of the Rated Notes; Moody's, DBRS and Scope have been notified in respect of such further securitisation;

(i) the assets relating to the relevant Further Securitisation are segregated in accordance with the Securitisation Law;

(j) such further securitisation shall not affect the qualification of the Class A Notes as eligible collateral (if applicable), within the meaning of the Guideline (EU) 2015/510 of issued by the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy, as subsequently amended, supplemented and replaced from time to time, for liquidity and/or open market transactions carried out with such central bank.

In giving any confirmation on the foregoing, the Representative of the Noteholders (subject to the provisions of this Conditions) 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 or appropriate (in its reasonable discretion) in the interests of the Noteholders and may rely on any written confirmation from the Issuer or as to the matters contained therein.

For the avoidance of doubt, the provisions contained in Article 28 of the Rules of the Organisation of the Noteholders (*Exoneration of the Representative of the Noteholders*) will also apply (where appropriate) to the Representative of the Noteholders when acting under this Condition 5.3 (*Further Securitisations*).

6. PRIORITY OF PAYMENTS

6.1 Pre-Enforcement Priority of Payments

On each Payment Date prior to the delivery of a Trigger Notice, the Issuer Available Funds shall be applied in making or providing for the following payments in accordance with the following Priority of Payments (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) in or towards satisfaction of any and all costs and taxes due and payable by the Issuer required to be paid to maintain the rating of the Rated Notes and in connection with the listing, registration and deposit of the Notes (as the case may be), or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

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

(a) any due and payable Expenses (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

(b) the replenishment of the Expenses Account by an amount to bring the balance of such account up to the Retention Amount;

(iii) in or towards satisfaction of the fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) in or towards satisfaction *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Account Bank, the Cash Manager, the Paying Agent, the Calculation Agent, the Corporate Services Provider, the Stichting Corporate Services Provider, the Back-Up Servicer, the Investment Account Bank (if any) and the Servicer, to the extent not specifically provided under the following items;

(v) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Senior Notes;

(vi) prior to the occurrence of the Class B Notes Interest Subordination Event, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Class B Notes;

(vii) until the Release Date (excluded), to credit to the Debt Service Reserve Account an amount (if any) to bring the balance of such account up to the Debt Service Reserve Amount;

(viii) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A1 Principal Payment;

(ix) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A2 Principal Payment;

(x) on or after the occurrence of the Class B Notes Interest Subordination Event, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Class B Notes;

(xi) upon the redemption in full of the Senior Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class B Principal Payment;

(xii) upon occurrence of the Cash Trapping Condition, to provision any residual amount to the Payments Account;

(xiii) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts (other than the Deferred Purchase Price and to the extent not already provided under the other items of this Priority of Payments) due and payable (including any indemnity and amount past due) by the Issuer to (a) the Joint Arrangers and the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter under the relevant Notes Subscription Agreement and any Transaction Documents; and (b) after payments due under item (a) above, any Other Issuer Creditor and the Junior Notes Underwriter under the Transaction Documents, other than amounts due in respect of the Junior Notes;

(xiv) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of Interest Amount due and payable in respect of the Junior Notes;

(xv) upon the redemption in full of the Senior Notes, and the Mezzanine Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) the Class J Principal Payment in any case up to an amount that makes the Principal Amount Outstanding of the Junior Note not lower than Euro 100,000 and (b) on the Final Maturity Date, all amounts of principal due and payable, if any, on the Junior Notes, *provided that* any additional amount which is not applied to repayment of the Notes as a consequence of the limitation under paragraph (a) above will remain credited into the Payments Account and will form part of the Issuer Available Funds on the next succeeding Payment Dates; and

(xvi) in or towards satisfaction of the Deferred Purchase Price due and payable to the Originator in respect of the Aggregate Portfolio;

provided that:

(a) should the Calculation Agent not receive the Quarterly Servicer Report within the third Business Day following the relevant Quarterly Servicer Report Date, it shall prepare the relevant Payments Report by applying any amount standing to the credit of the Issuer's Accounts to pay item from (i) to (vi) of the Pre-Enforcement Priority of Payments, provided that, (i) in respect to any amount to be calculated on the basis of the Quarterly Servicer Report, the Calculation Agent shall take into account the amounts indicated in the latest available Quarterly Servicer Report (the "**Latest Report**") and (ii) any amount that would otherwise have been payable under items from (vii) to (xvi) of the Pre-Enforcement Priority of Payments:

1. will not be included in such Payments Report and shall not be payable on the relevant Payment Date;

2. shall be payable in accordance with the applicable Priority of Payments on the first following Payment Date on which there are enough Issuer Available Funds and on which details for the relevant calculations will be timely provided to the Calculation Agent (for the avoidance of doubt, interest shall not accrue on any amount unpaid and deferred); and

3. failure to pay any principal amount under the Notes on the relevant Payment Date shall not be deemed as a Trigger Event under Condition 13(a)(ii) (*Trigger Events - Non Payment by the Issuer*);

(b) the Calculation Agent on the immediately following Payments Report Date, subject to having received the relevant Quarterly Servicer Report, shall prepare a Payments Report which shall provide for the necessary adjustment in respect of payments made on the basis of the Latest Report and in respect of amounts unpaid in the preceding Payment Date.

The Issuer shall, if necessary, make the payments set out under items (i) and (ii)(a) of the Pre-Enforcement Priority of Payments also during the relevant Interest Period.

6.2 Post-Enforcement Priority of Payments

Following the delivery of a Trigger Notice or under Condition 8.3 (*Optional Redemption*) and Condition 8.4 (*Redemption for Taxation*), the Issuer Available Funds shall be applied on each Payment Date in making or providing for the following payments in the following Priority of Payments (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) in or towards satisfaction of any and all costs and taxes due and payable by the Issuer required to be paid to maintain the rating of the Rated Notes and in connection with the listing, registration and deposit of the Notes (as the case may be), or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

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

(a) any due and payable Expenses (to the extent that the amount then standing to the balance of the Expenses Account is insufficient to pay such Expenses);

(b) replenishment of the Expenses Account by an amount to bring the balance of such account up to the Retention Amount;

(iii) in or towards satisfaction of the fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) in or towards satisfaction *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Account Bank, the Cash Manager, the Paying Agent, the Calculation Agent, the Corporate Services Provider, the Stichting Corporate Services Provider, the Back-Up Servicer, the Investment Account Bank (if any) and the Servicer, to the extent not specifically provided under the following items;

(v) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amounts due and payable in respect of the Senior Notes;

(vi) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Principal Amount Outstanding of the Senior Notes;

(vii) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Interest Amount due and payable in respect of the Class B Notes;

(viii) upon the redemption in full of the Senior Notes, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of the Principal Amount Outstanding of the Class B Notes;

(ix) in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts (other than the Deferred Purchase Price and to the extent not already provided under the other items of this Priority of Payments) due and payable (including any indemnity and amount past due) by the Issuer to (a) the Joint Arrangers and the Class A1 Notes Underwriter, the Class A2 Notes Underwriter and the Mezzanine Notes Underwriter under the relevant Notes Subscription Agreement and any other Transaction Documents; (b) after payments due under item (a) above any Other Issuer Creditor and the Junior Notes Underwriter under the Transaction Documents, other than amounts due in respect of the Class J Notes;

(x) in or towards satisfaction of Interest Amount due and payable in respect of the Junior Notes;

(xi) upon the redemption in full of the Senior Notes and the Mezzanine Notes, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Principal Amount Outstanding of the Junior Notes; and

(xii) in or towards satisfaction of the Deferred Purchase Price due and payable to the Originator in respect of the Aggregate Portfolio.

The Issuer shall, if necessary, make the payments set out under items (i) and (ii)(a) of the Post-Enforcement Priority of Payments also during the relevant Interest Period.

7. INTEREST

7.1 Payment Dates and Interest Periods

The Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at an annual rate equal to the Rate of Interest (as defined below).

Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments in respect of the Interest Period ending on such Payment Date.

Interest in respect of any Interest Period or any other period will be calculated on the basis of the actual number of days elapsed and a 360 day year.

Interest shall cease to accrue on any part of the Principal Amount Outstanding of the Notes as from (and including) the due date for redemption of such part unless payment of principal due and payable but unpaid is improperly withheld or refused, whereupon interest shall continue to accrue on such principal (after as well as before judgment) at the rate of interest from time to time applicable to the relevant Class of Notes until the monies in respect thereof have been received by the Representative of the Noteholders or the Paying Agent on behalf of the relevant Noteholders.

7.2 Rate of Interest

The rate of interest applicable from time to time in respect of the Notes (the "**Rate of Interest**") will be determined by the Paying Agent in respect of each Interest Period on the relevant Interest Determination Date.

The Rate of Interest applicable to the Notes for each Interest Period shall be:

(i) in respect of the Class A1 Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 0.75 per cent. *per annum*;

(ii) in respect of the Class A2 Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 0.85 per cent. *per annum*;

(iii) in respect of the Class B Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 1.30 per cent. *per annum*; and

(iv) in respect of the Class J Notes, the aggregate of: (a) the EURIBOR and (b) the following margin: 2.00 per cent. *per annum*.

In the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the relevant margin set out under this Condition 7.2 (*Rate of Interest*) results in a negative rate, the applicable Rate of Interest shall be deemed to be zero.

7.3 Determination of the Rate of Interest and Calculation of the Interest Amount

On each Interest Determination Date, the Paying Agent shall:

(a) subject to Condition 7.9 (*Fallback Provisions*), determine the Rate of Interest applicable to the Notes for the Interest Period beginning after such Interest Determination Date (or, in respect of the Initial Interest Period, beginning on and including the Issue Date);

(b) calculate the Euro amount (the "**Interest Amount**") that will accrue on the Notes of each Class in respect of the immediately following Interest Period. The Interest Amount in respect of any Interest Period shall be calculated by applying the relevant Rate of Interest as provided for by Condition 7 (*Interest*) to the Principal Amount Outstanding of the Notes on the Payment Date at the commencement of such Interest Period (after deducting therefrom any payment of principal due on that Payment Date) and by multiplying the product of such calculation by the actual number of days to elapse in the relevant Interest Period divided by 360, and rounding the resultant figure to the nearest cent (half a cent being rounded up).

It is understood that following the delivery from the Issuer of the notice relating to the Portfolio Call Option pursuant to third paragraph of Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and clause 24.6 of the Intercreditor Agreement, the Paying Agent will recalculate the Interest Amount with reference to the Interest Period ending on the Extraordinary Payment Date taking into account such Payment Date and will communicate the relevant amount to the Calculation Agent on the date falling two Business Days prior to the Extraordinary Payments Report Date in accordance with the Cash Allocation, Management and Payment Agreement.

7.4 Publication of the Rate of Interest and the Interest Amount

The Paying Agent shall cause the Rate of Interest and the Interest Amount applicable to each Interest Period (specifying (i) the Payment Date to which such Interest Amount refers to; and (ii) the number of days of the relevant Interest Period), to be notified promptly after their determination to the Issuer, the Servicer, the Representative of the Noteholders, the Account Bank, the Calculation Agent, the Cash Manager, the Rating Agencies and the Corporate Services Provider as soon as possible after the relevant Interest Determination Date, but in no event later than the first Business Day of the next following Interest Period in respect of such relevant Interest Determination Date.

7.5 Determination or calculation by the Representative of the Noteholders

If the Paying Agent does not at any time for any reason determine the Rate of Interest and/or calculate the Interest Amount in accordance with the foregoing provisions of this Condition 7 (*Interest*), then the Representative of the Noteholders as legal representative of the Organisation of the Noteholders shall:

(a) determine the Rate of Interest at such rate as (having regard to the procedure described above) it shall consider fair and reasonable in all the circumstances; and/or

(b) calculate the Interest Amount in the manner specified in Condition 7.3 (*Interest - Determination* of *the Rate of Interest and Calculation of the Interest Amount*) above,

and any such determination and/or calculation shall be deemed to have been made by the

Paying Agent.

The Representative of the Noteholders shall not incur, in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result of doing so.

7.6 Notifications to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 (*Interest*), whether by the Reference Banks (or any of them), the Paying Agent, the Issuer or the Representative of the Noteholders shall (in the absence of manifest error, wilful default (*dolo*) or gross negligence (*colpa grave*)) be binding on the Reference Banks, the Paying Agent, the Calculation Agent, the Issuer, the Account Bank, the Representative of the Noteholders and all the Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Reference Banks, the Paying Agent, the Calculation Agent, the Issuer or the Representative of the Noteholders in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretion hereunder.

7.7 Reference Banks and paying agent

The Issuer shall ensure that, so long as any of the Notes remain outstanding, there shall at all times be three Reference Banks and a paying agent. The initial Reference Banks shall be JP Morgan and Barclays Bank plc. In the event of any such bank being unable or unwilling to continue to act as a Reference Bank, the Issuer shall appoint such other bank as may have been previously approved in writing by the Representative of the Noteholders to act as such in its place. Any resignation of the Paying Agent shall not take effect until a successor has been duly appointed in accordance with the Transaction Documents. If a new Paying Agent is appointed a notice will be published in accordance with Condition 16 (*Notices*).

7.8 Unpaid Interest

Without prejudice to Condition 13(a) (*Trigger Events - Non-payment by the Issuer*), in the event that the Issuer Available Funds available to the Issuer on any Payment Date (in accordance with the applicable Priority of Payments), for the payment of interest on the Notes on such Payment Date are not sufficient to pay in full the relevant Interest Amount, the amount by which the aggregate amount of interest paid on such Payment Date falls short of the Interest Amount which would otherwise be due, shall be aggregated with the amount of, and treated for the purposes of these Terms and Conditions as if it were, Interest Amount accrued on the Notes on the immediately following Payment Date. Any such unpaid amount shall not accrue additional interest.

The Paying Agent shall give notice to Monte Titoli of any unpaid Interest Amount as resulting from any Payments Report (already provided to the relevant parties pursuant to the Transaction Documents) no later than 3 (three) Business Days prior to any Payment Date on which the Interest Amount on the Notes will not be paid in full.

7.9 Fallback Provisions

7.9.1 The Servicer may, at any time, request the Issuer and the Representative of the Noteholders to agree, without the consent of the Noteholders, to amend the EURIBOR as referred to in Condition 7.2 (*Rate of Interest*) above (any such amended rate, an "**Alternative Base Rate**") and make such other related or consequential amendments as are necessary or advisable commercially in order to facilitate such change, in the reasonable judgment of the Representative of the Noteholders (in particular to Condition 7.2 (*Rate of Interest*) above) (a "**Base Rate Modification**"), provided that the following conditions are satisfied:

a) the Servicer, on behalf of the Issuer, has provided the Representative of the Noteholders and the Noteholders with at least 30 (thirty) calendar days' prior written notice of any such proposed Base Rate Modification in compliance with Condition 16 (*Notices*) and has certified to the Representative of the Noteholders and the Noteholders in such notice (such notice being a "**Base Rate Modification Certificate**") that:

(1) such Base Rate Modification is made due to:

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

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

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

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

(E) the reasonable expectation of the Servicer that any of the events specified in sub-paragraphs (A), (B), (C) or (D) above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(2) such Alternative Base Rate is:

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

(B) the EONIA or the ESTR (or any rate which is derived from, based upon or otherwise similar to the foregoing); or

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

(D) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is an Affiliate of the Originator; or

(E) such other base rate as the Servicer reasonably determines;

b) the Rating Agencies have been notified of such proposed Base Rate Modification and, based on such notification, the Servicer is not aware that the then current rating of the Class A Notes would be adversely affected by such Base Rate Modification; and

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

7.9.2 Notwithstanding Condition 7.9.1 above, no Base Rate Modification will become effective if within 30 (thirty) days of the delivery of the Base Rate Modification Certificate, Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Class A Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which the Class A Notes are held) that they do not consent to the Base Rate Modification (a "**Noteholder Base Rate Consent Event**"). Objections made in writing other than through the applicable clearing system must be accompanied by evidence, to the satisfaction of the Representative of the Noteholders (having regard to prevailing market practices) of the relevant Noteholder's holding of the Class A Notes.

7.9.3 If a Noteholder Base Rate Consent Event occurs, the Base Rate Modification will not become effective unless a resolution of the holders of the Class A Notes is passed in favour of the Base Rate Modification in compliance with the Rules of the Organisation of the Noteholders. The Servicer on behalf of the Issuer will notify the Representative of the Noteholders on the date when the Base Rate Modification takes effect in compliance with Condition 16 (*Notices*).

7.9.4 The Servicer may request the Issuer and the Representative of the Noteholders to agree to amend the EURIBOR, pursuant to Condition 7.9.1 above, to an Alternative Base Rate that can be adjusted by taking into account any spread in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value as a result of such replacement.

8. REDEMPTION, PURCHASE AND CANCELLATION

8.1 Final Maturity Date

Unless previously redeemed in full as provided for in this Condition 8 (*Redemption, Purchase and Cancellation*), the Issuer shall redeem in full the Notes at their Principal

Amount Outstanding on the Final Maturity Date.

The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided for in Condition 8.2 (*Redemption, Purchase and Cancellation - Mandatory Redemption*), 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) or 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), below and without prejudice to Condition 13 (*Trigger Events*).

8.2 Mandatory Redemption

Unless previously redeemed in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) or Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), the Notes will be subject to mandatory redemption in full (or in part *pro rata*) on each Payment Date, in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*), if and to the extent that, on such dates, there are sufficient Issuer Available Funds which may be applied towards redemption of the Notes, in accordance with the Pre-Enforcement Priority of Payments.

On each Payment Date, the amount of principal due and payable on each Class of Notes in accordance with the Pre-Enforcement Priority of Payments shall be equal to (i) the Class A1 Principal Payment in respect of the Class A1 Notes, (ii) the Class A2 Principal Payment in respect of the Class A2 Notes, (iii) the Class B Principal Payment in respect of the Class B Notes and (iv) the Class J Principal Payment in respect of the Class J Notes.

Following the delivery of a Trigger Notice, the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Payment Date, without further action, notice or formality and the Issuer Available Funds will be applied in accordance with the Post-Enforcement Priority of Payments.

8.3 Optional Redemption

If no Trigger Event has occurred, unless previously redeemed in full, the Issuer may redeem all the Senior Notes (in whole but not in part), the Mezzanine Notes (in whole but not in part) and the Junior Notes (in whole or, subject to the prior consent of the Junior Noteholders, in part) at their Principal Amount Outstanding, together with all accrued but unpaid interest thereon up to the date fixed for redemption (i) on each Payment Date falling after the Quarterly Settlement Date on which the Outstanding Amount of the Aggregate Portfolio is equal to or less than 10% of the Outstanding Amount of the Aggregate Portfolio (as of the Relevant Cut-Off Date), in case of redemption of the sole Junior Notes and provided that the Rated Notes have already been repaid in full, or (ii) on the Payment Date on which the Rated Notes can be repaid in full at their Principal Amount Outstanding being sufficient Issuer Available Funds for such purpose (therefore, without the Issuer being required to sell the Aggregate Portfolio and using the proceeds deriving therefrom for such purpose) and on each Payment Date falling thereafter, in accordance with this Condition 8.4 (*Redemption, Purchase and Cancellation - Optional Redemption*) and the Post-Enforcement Priority of Payments.

Any such redemption shall be effected by the Issuer on giving not less than 15 (fifteen)

Business Days' prior notice in writing to the Representative of the Noteholders and the Noteholders in accordance with Condition 16 (*Notices*) and provided that the Issuer has, prior to giving such notice, certified to the Representative of the Noteholders and produced satisfactory evidence to the Representative of the Noteholders that it will have the necessary funds, not subject to the interests of any person (other than the Noteholders and/or the Other Issuer Creditors), to discharge all its outstanding liabilities in respect of the relevant Notes to be redeemed and any amounts required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with such Notes. Any such redemption shall be previously notified by the Issuer to the Rating Agencies.

In case of early redemption of the Notes pursuant to this Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) further to the exercise from the Originator of the Aggregate Portfolio Call Option pursuant to clause 26.2.2 (*Diritto di Opzione di Riacquisto sulla totalità dei Crediti e Diritto di Prelazione*) of the Master Transfer Agreement and clause 20.3 (*Option to repurchase the Aggregate Portfolio*) of the Intercreditor Agreement in relation to a Payment Date being an Extraordinary Payment Date, the Issuer will give not less than 10 Local Business Days' prior notice also to Calculation Agent, Servicer, Paying Agent in order to communicate, *inter alia*, the early redemption of the Notes pursuant to this Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and the Extraordinary Payment Date, the Extraordinary Quarterly Settlement Date and the Extraordinary Payments Report Date.

The Issuer may obtain the necessary funds in order to effect the early redemption of the Notes in accordance with this Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) point (i) above, through the sale of all or part of the Aggregate Portfolio. In this respect, pursuant to the Master Transfer Agreement, the Originator has been granted with an option right to purchase the Aggregate Portfolio in accordance with the terms and conditions provided thereunder. The relevant sale proceeds deriving from any disposal of the Aggregate Portfolio shall form part of the Issuer Available Funds.

8.4 Redemption for Taxation

If no Trigger Event has occurred, if the Issuer at any time satisfies the Representative of the Noteholders, immediately prior to giving the notice referred to below, that on the next Payment Date:

(a) amounts payable in respect of the Rated Notes by the Issuer and/or amounts payable to the Issuer in respect of the Receivables included in the Aggregate Portfolio would be subject to withholding or deduction (other than a Decree 239 Deduction or a FATCA Withholding) 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 Italy or any political or administrative sub-division thereof or any authority thereof or therein (hereinafter, the "**Tax Event**"); and

(b) the Issuer will have the necessary funds (not subject to the interests of any person (other than the Noteholders and/or the Other Issuer Creditors)) to discharge all its outstanding liabilities in respect of the relevant Notes (or all of the Rated Notes and all or, subject to the Junior Noteholders' prior consent, none or part of the Junior Notes) and any amounts required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with such Notes, then the Issuer may, on any such Payment Date at its option having given not less than 15 (fifteen) Business Days' prior notice in writing to the Representative of the Noteholders, to the Noteholders in accordance with Condition 16 (*Notices*), redeem, in accordance with the Post-Enforcement Priority of Payments, the Senior Notes (in whole but not in part), the Mezzanine Notes (in whole but not in part) and the Junior Notes (in whole or, subject to the prior consent of the Junior Noteholders, in part) at their Principal Amount Outstanding, together with all accrued but unpaid interest thereon up to and including the relevant Payment Date fixed for redemption, in accordance with this Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

Following the occurrence of a Tax Event and in accordance with the Terms and Conditions, the Issuer may, or the Representative of the Noteholders (subject to the provisions of the Intercreditor Agreement) may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to dispose of the Aggregate Portfolio or any part thereof to finance the early redemption of the relevant Notes under this Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*). In this respect, pursuant to the Intercreditor Agreement, the Originator has been granted with the Pre-Emption Right for the purchase of the Aggregate Portfolio in accordance with the terms and conditions provided thereunder. The relevant sale proceeds deriving from any disposal of the Aggregate Portfolio shall form part of the Issuer Available Funds. Any such redemption shall be previously notified by the Issuer to the Rating Agencies.

8.5 Calculation of Issuer Available Funds and Principal Amount Outstanding

8.5.1 On each Payments Report Date immediately preceding a Payment Date, the Calculation Agent shall determine (on the basis, *inter alia*, of (i) the information set out in the Quarterly Servicer Report provided by the Servicer, (ii) the information set out in the Investment Account Bank Report provided by the Investment Account Bank, (iii) the statements and the balances provided by the Account Bank in relation to the Accounts held with it, (iv) the amounts of costs, expenses, fees to be paid on the relevant Payment Date to be provided by the Corporate Services Provider, and (v) the Rate of Interest and the Interest Amount to be provided by the Paying Agent:

(a) the amount of the Issuer Available Funds;

(b) the amount of any principal payment due to be made on the Notes of each Class on the next following Payment Date;

(c) the Principal Amount Outstanding of the Notes of each Class on the next following Payment Date (after deducting any principal payment due to be made on that Payment Date) and the portion of Interest Amount that will not be paid in full on the following Payment Date (if any);

(d) the amount of the Debt Service Reserve Amount in respect of the immediately following Payment Date and the Target Amortisation Amount; and

(e) the Deferred Purchase Price of the Aggregate Portfolio due on the immediately following Payment Date and all other payments due to be done by the Issuer on the immediately following Payment Date.

8.5.2 Each determination by or on behalf of the Issuer of Issuer Available Funds, any principal payment on the Notes and the Principal Amount Outstanding of the Notes shall in each case (in the absence of wilful default (*dolo*), gross negligence (*colpa grave*), bad faith or manifest error) be final and binding on all persons.

8.5.3 The Issuer will, on each Payments Report Date, cause each determination of a principal payment on the Notes (if any) and Principal Amount Outstanding on the Notes to be notified by the Calculation Agent (through the Payments Report) to the Representative of the Noteholders, the Servicer, the Paying Agent, the Account Bank, the Cash Manager, the Corporate Services Provider, the Underwriters, the Rating Agencies and the Originator. The Issuer will cause notice of each determination of a principal payment on the Notes and of Principal Amount Outstanding on the Notes to be given to Monte Titoli.

8.5.4 The principal amount redeemable in respect of each Note shall be a pro rata share of the aggregate amount of Issuer Available Funds determined in accordance with Condition 8.2 (*Redemption, Purchase and Cancellation – Mandatory Redemption*) to be available for redemption of the Notes of the same Class as such Note on such date, calculated with reference to the ratio between: (a) the then Principal Amount Outstanding of such Note; and (b) the then Principal Amount Outstanding of all the Notes of the same Class (rounded down to the nearest cent) provided always that no such principal payment may exceed the Principal Amount Outstanding of the relevant Note.

8.5.5 If no principal payment on the Notes or Principal Amount Outstanding on the Notes is determined by or on behalf of the Issuer in accordance with the preceding provisions of this Condition 8.5 (*Redemption, Purchase and Cancellation - Calculation of Issuer Available Funds and Principal Amount Outstanding*), such principal payment on the Notes and Principal Amount Outstanding on the Notes shall be determined by the Representative of the Noteholders in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*) and each such determination or calculation shall be deemed to have been made by the Issuer. The Representative of the Noteholders shall not incur, in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result of doing so.

8.6 Notice of Redemption

Any notice of redemption as set out in Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*) must be given in accordance with Condition 16 (*Notices*) and shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*).

8.7 No purchase by Issuer

The Issuer is not permitted to purchase any of the Notes.

8.8 Cancellation

Subject to the provisions of the Intercreditor Agreement, the Notes will be deemed to be discharged in full and any amount in respect of principal, interest or other amounts due and payable in respect of the Notes will (unless payment of any such amounts is improperly withheld or refused) be finally and definitively cancelled and waived on the Cancellation Date. Upon cancellation the Notes may not be resold or re-issued.

9. NON PETITION AND LIMITED RECOURSE

9.1 Non Petition

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

9.1.1 shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to it;

9.1.2 shall be entitled, both before and following the delivery of a Trigger Notice, until the date falling two years and one day after the date on which all the Notes and any other asset-backed notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full or cancelled in accordance with their terms and conditions, to initiate or join any person in initiating an Insolvency Event in relation to the Issuer; and

9.1.3 shall be entitled, both before and following the delivery of a Trigger Notice to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with,

provided however that the above provisions (i) without prejudice to Condition 6 (*Priority of Payments*), shall not prevent the Noteholders and the Other Issuer Creditors from taking any steps against the Issuer which do not involve the commencement or the threat of commencement of legal proceedings against the Issuer or which may not lead to the declaration of insolvency or liquidation of the Issuer and (ii) without prejudice to Condition 9.2 (*Limited Recourse obligations of the Issuer*) below, shall not apply with respect to the right of the Originator to receive payment of (a) the Initial Purchase Price of the Initial Portfolio and each Subsequent Portfolio (jointly considered) (decreased of an amount equal to the Retention Amount and any other fees to be paid by the Issuer in accordance with the Subscription Agreements), (b) the Excess Indemnity Amount and (c) any Residual Optional Instalment.

9.2 Limited recourse obligations of the Issuer

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders, but excluding in any case the obligation of payment of (i) the Excess Indemnity Amount, (ii) any Residual Optional Instalment and (iii) any other amount which is expressly excluded from the Issuer Available Funds under the Transaction Documents, are limited in recourse as set out below:

a) each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets over its contributed capital;

b) the limited recourse nature of the obligations of the Issuer produces the effect of a *contratto aleatorio* and each Noteholder accepts the consequences thereof, including but not limited to the provision of Article 1469 of the Italian Civil Code;

c) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder; and (b) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the Priority of Payments in priority to or *pari passu* with sums payable to such Noteholder;

d) each Noteholder undertakes not to make any claim or bring any action in contravention of the provisions of this Condition 9.2;

e) subject to Condition 8.5 (*Redemption, Purchase and Cancellation - Calculation of Issuer Available Funds and Principal Amount Outstanding*) if the Issuer Available Funds are insufficient to pay any amount due and payable by the Issuer on any Payment Date in accordance with the applicable Priority of Payments, without prejudice to Condition 13(a) (*Trigger Events - Non-payment by the Issuer*), then the relevant shortfall will not be due and payable until a subsequent Payment Date on which the Issuer Available Funds may be used for such purpose in accordance with the relevant Priority of Payments, provided however that any claim towards the Issuer shall be deemed discharged and cancelled on the Cancellation Date; for the avoidance of doubt, any failure by the Issuer to make payments on any relevant date referred to in Condition 13(a) (*Trigger Events - Non-payment by the Issuer*) shall constitute a Trigger Event in accordance with Condition 13(a) (*Trigger Events - Non-payment by the Issuer*); and

f) upon the Representative of the Noteholders giving written notice to the Noteholders and the Other Issuer Creditors that it has determined, in its sole opinion, that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio which would be available to pay unpaid amounts outstanding under the Transaction Documents and the Servicer having confirmed the same in writing to the Representative of the Noteholders, the Noteholders and the Other Issuer Creditors shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged and cancelled in full. The provisions of this Condition 9.2(f) are subject to none of the Noteholders and the Other Issuer Creditors objecting to such determinations of the Representative of the Noteholders and the Servicer for reasonably grounded reasons within 30 (thirty) days of notice thereof. If any of the Noteholders and the Other Issuer Creditors objects such determination within such term, the Representative of the Noteholders may request an independent third party to verify and determine if there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio which would be available to pay unpaid amounts outstanding under the Transaction Documents. Such determination shall be definitive and binding for the Noteholders and the Other Issuer Creditors.

10. PAYMENTS

10.1 Payments through Monte Titoli

Payment of principal and interest in respect of the Notes will be made in Euro and credited, according to the instructions of Monte Titoli, by the Paying Agent on behalf of the Issuer to the accounts of the relevant Monte Titoli Account Holder and thereafter credited by such Monte Titoli Account Holder from such aforementioned accounts to the accounts of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear and Clearstream.

10.2 Payments subject to fiscal laws

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto.

10.3 Payments on business days

Noteholders will not be entitled to any interest or other payment in consequence of any delay after the due date in receiving any amount due as a result of the due date not being a business day in the place of payment to such Noteholder (or the relevant Monte Titoli Account Holder).

10.4 Change of Paying Agent

The Issuer reserves the right at any time to revoke the appointment of the Paying Agent by not less than 60 (sixty) calendar days' prior written notice *provided, however,* that such revocation shall not take effect until a successor has been duly appointed in accordance with the Cash Allocation, Management and Payment Agreement and notice of such appointment has been given to the Noteholders in accordance with Condition 16 (*Notices*). Any change of the Paying Agent shall be previously notified by the Issuer to the Rating Agencies.

11. TAXATION

All payments in respect of the 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 Decree 239 Deduction, or any other withholding or deduction required to be made by Applicable Law. 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.

12. PRESCRIPTION

Claims against the Issuer for payments in respect of the Notes shall be prescribed and shall become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the date on which a payment in respect thereof first becomes due and payable, unless a case of interruption or suspension of the prescription applies in accordance with Italian law.

13. TRIGGER EVENTS

Each of the following events shall constitute a trigger event (each, a "**Trigger Event**"):

(a) *Non-payment by the Issuer:*

default is made by the Issuer in the payment, on any Payment Date, of any of the following amounts:

(i) the Interest Amount due in relation to the Interest Period ending on (but excluding) such Payment Date on the Most Senior Class of Notes then outstanding; and/or

(ii) the amount of principal due and payable on the Most Senior Class of Notes then outstanding provided that failure to pay any principal amounts in case the Calculation Agent does not receive the Quarterly Servicer Report, as provided for under Condition 6.1(a)(3), shall not constitute a Trigger Event);

and such default is not remedied within a period of five Business Days from the due date thereof;

(b) *Breach of other obligations by the Issuer:*

the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any payment obligation specified in (a) above) which is, in the reasonable opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Noteholders and such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer requiring the same to be remedied (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no term of 30 (thirty) days will be given); or

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

any of the representations and warranties given by the Issuer under any of the

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

(d) *Insolvency of the Issuer:*

an Insolvency Event occurs in respect of the Issuer; or

(e) *Unlawfulness for the Issuer:*

it is or will become unlawful for the Issuer to perform or comply with any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party when compliance with such obligations is deemed by the Representative of the Noteholders to be material.

Upon the occurrence of a Trigger Event, the Representative of the Noteholders:

(1) in the case of a Trigger Event under (a) or (d) above, may at its sole discretion; and shall if so directed by an Extraordinary Resolution of the Most Senior Class of Notes; and/or

(2) in the case of a Trigger Event under (e) above, shall; and/or

(3) in the case of a Trigger Event under (b) or (c) above, shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Notes,

serve a Trigger Notice to the Issuer; in each case, subject to the provisions of the Intercreditor Agreement. Upon the service of a Trigger Notice, the Issuer Available Funds shall be applied in accordance with the Post-Enforcement Priority of Payments.

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

Following the delivery of a Trigger Notice, (a) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Payment Date, without further action, notice or formality and the Issuer Available Funds will be applied in accordance with the Post-Enforcement Priority of Payments; (b) the Issuer may (subject to the consent of the Representative of the Noteholders) or the Representative of the Noteholders may (or shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Notes) direct the Issuer to dispose of the Aggregate Portfolio, subject to the terms and conditions of the Intercreditor Agreement, provided that the Originator shall have in such circumstance the Pre-Emption Right to purchase the Aggregate Portfolio at the terms and conditions specified in the Intercreditor Agreement.

Following the delivery of a Trigger Notice, (x) the Issuer Available Funds shall be passed to the Noteholders via sequential amortisation of the Notes, as determined by the Post-Enforcement Priority of Payments, and (y) redemption of the Notes shall not be reversed with regard to their seniority, in accordance with the Post-Enforcement Priority of Payments and pursuant to the terms of the Transaction Documents, as required by Article 21, paragraph 4, letter (b) and letter (c), of the Securitisation Regulation and the EBA Guidelines on STS Criteria.

It is understood that no provisions require the automatic liquidation of the Aggregate Portfolio at a market value upon the delivery of a Trigger Notice, pursuant to Article 21, paragraph 4, letter d), of the Securitisation Regulation and the EBA Guidelines on STS Criteria.

For the purposes of this Condition 13 (*Trigger Events*) the Issuer undertakes to notify the Representative of the Noteholders and the Rating Agencies as soon as it becomes aware of the occurrence of a Trigger Event.

14. ENFORCEMENT

(1) At any time after a Trigger Notice has been served, the Representative of the Noteholders may (or shall, if so directed by an Extraordinary Resolution of the Most Senior Class of Notes), subject to the provisions of the Intercreditor Agreement, take such steps and/or institute such proceedings against the Issuer as it may think fit to ensure repayment of the Notes and payment of accrued interest thereon in accordance with the Priority of Payments set out in Condition 6.2 (*Priority of Payments – Post-Enforcement Priority of Payments*).

(2) All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 13 (*Trigger Events*) or this Condition 14 (*Enforcement*) by the Representative of the Noteholders shall (in the absence of manifest error, wilful default (*dolo*) or gross negligence (*colpa grave*)) be binding on the Issuer and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders or the Issuer shall attach to the Representative of the Noteholders in connection with the exercise or non-exercise by it of its powers, duties and discretion hereunder.

(3) Each Noteholder, by acquiring title to a Note, and each Other Issuer Creditor, by executing the Transaction Documents to which it is expressed to be a party, is deemed to agree and acknowledge that:

(i) by virtue of the transfer to it of the relevant Note, each Noteholder, and by virtue of the execution of each Transaction Document to which it is respectively a party, each of the Noteholders and the Other Issuer Creditors shall be deemed to have granted to the Representative of the Noteholders, as its agent, the right to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such

Noteholder and/or Other Issuer Creditor (as the case may be), all of that Noteholder's and/or Other Issuer Creditors' (as the case may be) rights under the Securitisation Law in respect of the Aggregate Portfolio and all amounts and/or other assets of the Issuer arising from the Aggregate Portfolio and the Transaction Documents;

(ii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the Noteholders of each Class and of each Other Issuer Creditor, shall be the only person entitled under these Terms and 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 Security Interests 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 Noteholders under the Notes of each Class;

(iii) no Noteholder or Other Issuer Creditor 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 Terms and Conditions and/or the Transaction Documents or, petition for or procure the commencement of an Insolvency Event 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 insolvent reorganisation or arrangement or composition in respect of the Issuer, pursuant to any Applicable Law;

(iv) the Representative of the Noteholders will exercise its rights and powers and perform its duties and obligations under the Transaction Documents in any case subject to the Intercreditor Agreement, unless (in each case under (ii), (iii) and (iv) above) a Trigger Notice has been served 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 these Terms and Conditions, provided however that nothing in this Condition 14 (*Enforcement*) shall prevent the Noteholders and the Other Issuer Creditors from taking any steps against the Issuer which do not amount to the commencement or to the threat of commencement of legal proceedings against the Issuer or to procuring the appointment of an administrative receiver for or to the making of an administration order against or to the winding up or liquidation of the Issuer and provided further that this Condition 14 (*Enforcement*) shall not prejudice the right of any Noteholder or Other Issuer Creditor to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an Insolvency Event by a third party;

(v) no Noteholder or any the Other Issuer Creditor 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

(vi) the provisions of this Condition 14 (*Enforcement*) shall survive and shall not be extinguished by the redemption (in whole or in part) and/or cancellation of the Notes and waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

15. THE REPRESENTATIVE OF THE NOTEHOLDERS

15.1 The Organisation of Noteholders

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

15.2 Appointment of the Representative of the Noteholders

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The Representative of the Noteholders is the legal representative (*rappresentante legale*) of the Organisation of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, who is appointed by the Class A1 Notes Underwriter, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter or the Junior Notes Underwriter, as the case may be, in the Senior Notes Subscription Agreement, the Mezzanine Notes Subscription Agreement or the Junior Notes Subscription Agreement, as the case may be. Each Noteholder is deemed to accept such appointment.

15.3 Successor to the Representative of the Noteholders

Pursuant to the provisions of the Rules of the Organisation of the Noteholders, the Representative of the Noteholders: (x) can be removed by the Noteholders at any time, provided that a successor Representative of the Noteholders is appointed; and (y) can resign at any time. Such successor to 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 acting through an Italian branch or through a branch situated in a European Union country; or

(b) a company or financial institution registered under Article 106 of the Consolidated Banking Act; or

(c) any other entity permitted by 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.

15.4 Provisions relating to the Representative of the Noteholders

The Rules of the Organisation of the Noteholders contain provisions governing, *inter alia*, the terms of appointment, indemnification and exoneration from responsibility (and relief from responsibility) of the Representative of the Noteholders (including provisions relieving it from taking action unless indemnified and/or secured to its satisfaction and providing for the indemnification of the Representative of the Noteholders in certain other circumstances) and provisions which govern the termination of the appointment of the Representative of the Noteholders and amendments to the terms of such appointment.

16. NOTICES

16.1 Notices through Monte Titoli

Any notice regarding the Notes, as long as the Notes are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli. Any such 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 first date on which publication is made in the manner referred to above.

16.2 Notices on the Euronext Dublin

As long as the Senior Notes and the Mezzanine Notes are listed on the official list of the Euronext Dublin and the rules of such exchange so require, any notice to the Senior Noteholders and the Mezzanine Noteholders given by or on behalf of the Issuer shall also be published on the website of the Euronext Dublin (https://www.euronext.com/it/markets/dublin) and shall also be considered sent for the purposes of the Transparency Directive. Any such 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 first date on which publication is made in the manner referred to above.

In addition, so long as the Senior Notes and the Mezzanine Notes are listed on the Euronext Dublin, any notice regarding the Senior Notes and the Mezzanine 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 the Transparency Directive.

16.3 Other method of giving Notice

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law

The Notes and all non-contractual obligations arising out or in connection with the Notes are governed by, and shall be construed according to, Italian law.

17.2 Jurisdiction

The Courts of Milan shall have exclusive jurisdiction in respect to any and all disputes arising out of, or in connection with, the validity, effectiveness, interpretation, enforceability and/or rescission of the Notes.

EXHIBIT 1

TO THE TERMS AND CONDITIONS OF THE NOTES
RULES OF THE ORGANISATION OF THE NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

1 General

1.1 *Establishment*

The Organisation of the Noteholders is created concurrently with the issue by Alba 13 SPV S.r.l. of, and subscription for, the Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A1 Notes**"), the Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 (the "**Class A2 Notes**", and together with the Class A1 Notes, the "**Class A Notes**" or the "**Senior Notes**"), the Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 (the "**Class B Notes**" or the "**Mezzanine Notes**" and the Mezzanine Notes, together with the Senior Notes, the "**Rated Notes**") and the Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 (the "**Class J Notes**" and, together with the Rated Notes, the "**Notes**") and is governed by these Rules of the Organisation of the Noteholders (the "**Rules**").

1.2 *Validity*

These Rules shall remain in force and effect until full repayment or cancellation of all the Notes.

1.3 *Integral part of the Notes*

These Rules are deemed to be an integral part of each Note issued by the Issuer.

2 Definitions and interpretations

2.1 *Interpretation*

2.1.1 Unless otherwise provided in these Rules, any capitalised term shall have the meaning attributed to it in the Terms and Conditions.

2.1.2 Any reference herein to an "Article" shall be a reference to an Article of these Rules.

2.1.3 Headings and subheadings used herein are for ease of reference only and shall not affect the construction of these Rules.

2.2 *Definitions*

In these Rules, the terms set out below shall have the following meanings:

"**Basic Terms Modification**" means any proposal to:

(a) change the date of maturity of the Notes of any Class;

(b) change any date fixed for the payment of principal or interest in respect of the Notes of any Class;

(c) reduce, cancel, waive or otherwise amend the amount of principal or interest payable on any date in respect of the Notes of any Class (other than any reduction or cancellation permitted under the Terms and Conditions) or alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(d) change the quorum required at any Meeting or the majority required to pass any Resolution;

(e) change the currency in which payments are due in respect of any Class of Notes;

(f) alter the priority of payments affecting the payment of interest and/or the repayment of principal in respect of any of the Rated Notes;

(g) effect the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed; and

(h) a change to this definition.

"**Blocked Notes**" means Notes which have been blocked by an authorised intermediary in an account with a clearing system.

"**Block Voting Instruction**" means in relation to a Meeting, the document obtained by the Paying Agent stating *inter alia*:

(a) that the Blocked Notes specified therein will not be released until a specified date which falls after the conclusion of the Meeting;

(b) that the Paying Agent has been instructed by the holder of the relevant Notes to cast the votes attributable to such Blocked Notes in a particular way on each resolution to be put to the relevant Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked; and

(c) authorising a Proxy to vote in accordance with such instructions.

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with Title II, Article 7 (*Chairman of the Meeting*) of these Rules.

"**Extraordinary Resolution**" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules, by a majority of not less than three quarters of the votes cast, to resolve on the objects set out in Article 18 (*Extraordinary Resolutions*).

"**Extraordinary Resolution of the Most Senior Class of Notes**" means a resolution passed at a joint Meeting of the holders of the Most Senior Class of Notes, duly convened and held in accordance with the provisions contained in these Rules to resolve on the objects set out in Article 18 (*Extraordinary Resolutions*).

"**Meeting**" means a meeting of Noteholders of any Class or Classes (whether originally convened or resumed following an adjournment).

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli including any depository banks appointed by Euroclear and Clearstream.

"**Ordinary Resolution**" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules, by a majority of the votes cast, to resolve on the object set out in Article 17 (*Ordinary Resolution*).

"**Proxy**" means any person to which the powers to vote at a Meeting have been duly granted under a Voting Certificate or a Block Voting Instruction.

"**Resolution**" means an Ordinary Resolution and/or an Extraordinary Resolution, as the case may be.

"**Terms and Conditions**" means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions herein contained and including any agreement or other document expressed to be supplemental thereto, and any reference to a numbered "**Condition**" is to the corresponding numbered provision thereof.

"**Voter**" means, in relation to any Meeting, the holder of a Voting Certificate or a Proxy.

"**Voting Certificate**" means, in relation to any Meeting, a certificate issued by the Monte Titoli Account Holder in accordance with the Regulation 13 August 2018, as subsequently amended and supplemented, stating *inter alia*:

(a) that the Blocked Notes specified therein will not be released until a specified date which falls after the conclusion of the Meeting; and

(b) that the bearer of such certificate is entitled to attend and vote at such Meeting in respect of such Blocked Notes.

"**24 hours**" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Paying Agent has its Specified Office.

"**48 hours**" means 2 consecutive periods of 24 hours.

3 Purpose of the Organisation

3.1 *Membership*

Each Noteholder is a member of the Organisation of the Noteholders.

3.2 *Purpose*

The purpose of the Organisation of the Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, to take any action necessary or desirable to protect the interest of the Noteholders.

TITLE II

MEETINGS OF NOTEHOLDERS

4 Voting Certificates and Validity of the Proxies and Voting Certificates

4.1 *General Provisions*

In order to avoid conflict of interests that may arise as a result of the Originator having multiple roles in the Securitisation, those Notes which are for the time being held by the Originator or which may be in the future held by any Originator's holding company or any Originator's subsidiaries, shall (unless and until ceasing to be so held) be deemed not to remain "outstanding" for the purposes of the right to vote at any Meeting of Noteholders duly convened by the Representative of the Noteholders in accordance with the Conditions and these Rules to transact one of the following matters:

(a) the termination of the Originator in its capacity as Servicer and the appointment of a substitute servicer under the Servicing Agreement or the appointment of any substitute sub-servicer under the Back-Up Servicing Agreement;

(b) the direction of the sale of the Aggregate Portfolio after the delivery of a Trigger Notice upon occurrence of a Trigger Event in accordance with Condition 13 (*Trigger Events*);

(c) any amendment to any Transaction Document which, in the reasonable opinion of the Representative of the Noteholders, to be taken following the consultation with the Senior Noteholders and the Mezzanine Noteholders, would be prejudicial to, or have a negative impact on, the Senior Noteholders and/or the Mezzanine Noteholders;

(d) any other matter which, in the reasonable opinion of the Representative of the Noteholders, constitutes a conflict of interest between (i) the Senior Noteholders and/or the Mezzanine Noteholders and (ii) the Originator in any role under the Transaction; and

(e) any waiver of any breach or authorisation of any proposed breach by the Originator, (in any of its capacities under the Transaction Documents) of its obligations under or in respect of the Transaction Documents to which it is a party.

4.2 *Participation in Meetings*

Noteholders may participate in any Meeting by obtaining a Voting Certificate or by depositing a Block Voting Instruction at the Specified Office of the Representative of the Noteholders not later than 24 hours before the relevant Meeting.

4.3 *Validity*

A Block Voting Instruction or a Voting Certificate shall be valid only if deposited at the Specified Office of the Representative of the Noteholders, or at any other place approved by the Representative of the Noteholders, at least 24 hours before the time of the relevant Meeting. If a Block Voting Instruction or a Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to discuss the items on the agenda. If the Representative of the Noteholders so requires, a notarised copy of each Voting Certificate or Block Voting Instruction and satisfactory evidence 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 a Voting Certificate, a Block Voting Instruction or the identity of any Proxy.

4.4 *Mutually exclusive*

A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

4.5 *Blocking and release of Notes*

References to the blocking or release of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of Monte Titoli (or any other applicable clearing system).

5 Convening the Meeting

5.1 *Meetings convened by the Representative of the Noteholders*

The Representative of the Noteholders may convene a Meeting at any time.

The Representative of the Noteholders shall convene a Meeting at any time it is requested to do so in writing by (a) the Issuer or (b) Noteholders representing at least one-tenth of the aggregate Principal Amount Outstanding of all the Notes outstanding for the Class in respect of which the Meeting is to be convened.

5.2 *Request from the Issuer*

Whenever the Issuer requests the Representative of the Noteholders to convene a Meeting, it shall immediately send a communication in writing to that effect to the Representative of the Noteholders specifying the proposed day, time and place (being in the European Union) of the Meeting and the items to be included in the agenda.

5.3 *Time and place of the Meeting*

Every Meeting will be held on a date and at a time and place (being in the European Union) selected or approved by the Representative of the Noteholders.

Meetings may be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

(a) such Voters have given evidence to the Chairman of their powers to attend and vote at the relevant Meeting;

(b) the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

(c) the person drawing up the minutes may hear in a clear way the Meeting events being the subject-matter of the minutes;

(d) each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time; and

(e) the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or video-conference equipment.

For the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be (being, in any case, in the European Union).

6 Notice of Meeting and Documents Available for Inspections

6.1 *Notice of meeting*

At least 21 (twenty one) and no more than 40 (forty) days' notice (exclusive of the day on which notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place (being in the European Union) of the Meeting, must be given by the Paying Agent (upon instruction from the Representative of the Noteholders) to the relevant Noteholders, with copy to the Issuer and the Representative of the Noteholders and the Rating Agencies.

6.2 *Content of the notice*

The notice of any resolution to be proposed at the Meeting shall specify at least the following information:

(a) day, time and place (being in the European Union) of the Meeting, on first and second call;

(b) agenda of the Meeting; and

(c) nature of the Resolution.

6.3 *Validity notwithstanding lack of notice*

Notwithstanding the formalities required by this Article 6, a Meeting is validly held if the entire Principal Amount Outstanding of the relevant Class or Classes of Notes is represented thereat and the Issuer and the Representative of the Noteholders are present.

6.4 *Documentation Available for Inspection*

All the documentation (including, if possible, the full text of the resolution to be proposed at the Meeting) which is necessary, useful or appropriate for the Noteholders consciously to (i) determine whether or not to take part in the relevant Meeting and (ii) exercise their right to vote on the items on the agenda, shall be deposited at the Specified Office of the Representative of the Noteholders at least 7 (seven) days before the date set for the relevant Meeting.

7 Chairman of the Meeting

7.1 *Appointment of the Chairman*

The Meeting is chaired by an individual (who may, but need not be, a Noteholder) appointed by the Representative of the Noteholders. If the Representative of the Noteholders fails to make such appointment or the individual so appointed declines or is not present within 15 minutes after the time fixed for the Meeting, the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman.

7.2 *Duties of the Chairman*

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate and defines the terms for voting.

7.3 *Assistance*

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

8 Quorum

8.1 *Quorum and Passing of Resolution*

The quorum (*quorum costitutivo*) at any Meeting shall be:

(a) in respect of a Meeting convened to vote on an Ordinary Resolution:

(i) on first call, one or more Voters holding or representing at least one tenth of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9 (*Adjournment for lack of quorum*), one or more Voters holding or representing at least one twentieth of the Principal Amount Outstanding of the outstanding Notes as is represented or held by Voters present at the Meeting;

(b) in respect of a Meeting convened to vote on an Extraordinary Resolution, other than in respect of a Basic Terms Modification:

(i) on first call, one or more Voters holding or representing at least two thirds of the Principal Amount Outstanding of the Notes outstanding for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9 (*Adjournment for lack of quorum*), one or more Voters holding or representing at least one twentieth of the Principal Amount Outstanding of the outstanding Notes as is represented or held by Voters present at the Meeting;

(c) in respect of a Meeting convened to vote on an Extraordinary Resolution in respect of a Basic Terms Modification:

(i) on first call, one or more Voters holding or representing at least three quarters of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9 (*Adjournment for lack of quorum*), one or more Voters holding or representing at least one third of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened.

8.2 *Passing of a Resolution*

A Resolution shall be deemed validly passed if voted by the following majorities:

(a) in respect of an Ordinary Resolution, a majority of the votes cast; and

(b) in respect of an Extraordinary Resolution, a majority of not less than three quarters of the votes cast.

9 Adjournment for lack of quorum

If a quorum is not reached within 30 minutes after the time fixed for any Meeting:

(a) if such Meeting was requested by Noteholders, the Meeting shall be dissolved; or

(b) in any other case, the Meeting (unless the Issuer and the Representative of the Noteholders otherwise agree) shall be adjourned to a new date no earlier than 14 (fourteen) days and no later than 42 (fortytwo) days after the original date of such Meeting, and to such place and time as the

Chairman determines with the approval of the Representative of the Noteholders (being in any case in the European Union), provided however that no meeting may be adjourned more than once for want of quorum.

10 Adjourned Meeting

Except as provided in Article 9 (*Adjournment for lack of quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place (being in the European Union). No business shall be transacted at any adjourned meeting except business which might have been transacted at the Meeting from which the adjournment took place.

11 Notice following adjournment

11.1 *Notice required*

If a Meeting is adjourned in accordance with the provisions of Article 9 (*Adjournment for lack of quorum*), Articles 5 (*Convening the Meeting*) and 6 (*Notice of Meeting and Documents Available for Inspections*) above shall apply to the resumed meeting except that:

(a) 10-days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be sufficient; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

11.2 *Notice not required*

It shall not be necessary to give notice to resume any Meeting adjourned for reasons other than those described in Article 9 (*Adjournment for lack of quorum*).

12 Participation

The following categories of persons may attend and speak at a Meeting:

(a) Voters;

(b) the director(s) and the auditors of the Issuer;

(c) the Representative of the Noteholders;

(d) financial and/or legal advisers to the Issuer and the Representative of the Noteholders; and

(e) any other person authorised by the Issuer, the Representative of the Noteholders or by virtue of a resolution of the relevant Meeting.

13 Voting by show of hands

13.1 *First instance vote*

Every question submitted to a Meeting shall be decided in the first instance by a vote by show of hands.

13.2 *Demand of poll*

If, before the vote by show of hands, the Issuer, the Representative of the Noteholders, the Chairman or one or more Voters who represent or hold at least one-tenth of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes request to vote by poll, the question shall be voted on in compliance with the provisions of Article 14 (*Voting by poll*). No request to vote by poll shall hinder the continuation of the Meeting in relation to the other items on the agenda.

13.3 *Approval of a resolution*

A resolution is only passed on a vote by show of hands if the Meeting has been validly constituted and the relevant resolution is unanimously approved by all the Voters at the Meeting. The Chairman's declaration that on a show of hands a resolution has been passed or rejected shall be conclusive. Whenever it is not possible to approve a resolution by show of hands, voting shall be carried out by poll.

14 Voting by poll

14.1 *Demand for a 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 representing or holding not less than one-tenth of the Principal Amount Outstanding of the outstanding Notes entitled to vote at the Meeting. A poll may be taken immediately or after any adjournment as decided by the Chairman, but any poll demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business.

14.2 *Conditions of a poll*

The Chairman sets the conditions for voting by poll, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the conditions set by the Chairman shall be null. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

15 Votes

15.1 *Votes*

Each Voter shall have:

(a) one vote, when voting by a show of hands; and

(b) one vote for each Euro 1,000 of Principal Amount Outstanding of each Note represented or held by the Voter, when voting by poll.

15.2 *Exercise of multiple votes*

Unless the terms of any Block Voting Instruction or Voting Certificate borne by a Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes which he exercises in the same manner.

15.3 *Voting tie*

In case of a voting tie, the Chairman shall have the casting vote.

15.4 *Votes cast*

The Noteholders can cast their votes "in favour of" or "against" any proposed Resolution.

The Noteholders that do not intend to cast their votes and abstain from voting shall be ignored and not be included in the computation of the votes cast.

16 Voting by Proxy

16.1 *Validity*

Any vote by a Proxy appointed in accordance with the relevant Block Voting Instruction or Voting Certificate shall be valid even if such Block Voting Instruction or Voting Certificate or any other instruction pursuant to which it has been given had been amended or revoked provided that none of the Paying Agent, the Issuer, the Representative of the Noteholders or the Chairman has been notified in writing of such revocation at least 24 hours prior to the time set for the relevant Meeting.

16.2 *Adjournment of Meeting*

Unless revoked, the appointment of a Proxy in relation to a Meeting shall remain valid also in relation to a resumption of such Meeting following an adjournment, unless such Meeting was adjourned for lack of quorum pursuant to Article 9 (*Adjournment for lack of quorum*). If a Meeting is adjourned pursuant to Article 9 (*Adjournment for lack of quorum*), any person appointed to vote in such Meeting must be re-appointed by virtue of a Block Voting Instruction or Voting Certificate in order to vote at the resumed Meeting.

17 Ordinary Resolutions

Save as provided by Article 18 (*Extraordinary Resolutions*) and subject to the provisions of Article 19 (*Relationship between Classes and conflict of interests*) and the provisions of the Intercreditor Agreement, a Meeting shall have the power exercisable by Ordinary Resolution to:

(a) waive (including to waive a prior breach) any breach by the Issuer of its obligations arising under the Transaction Documents or the Notes, or waive a Trigger Event, if such waivers are not previously authorised by the Representative of the Noteholders in accordance with the Transaction Documents;

(b) determine any other matters submitted to the Meeting, other than matters required to be subject of an Extraordinary Resolution, in accordance with the provisions of these Rules and the Transaction Documents; and

(c) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

18 Extraordinary Resolutions

The Meeting, subject to Articles 19 (*Relationship between Classes and conflict of interests*) and 31 (*Powers*) and the provisions of the Intercreditor Agreement, shall have power exercisable by Extraordinary Resolution to:

(a) approve any Basic Terms Modification;

(b) approve any proposal by the Issuer or the Representative of the Noteholders for any alteration or waiver of the rights of the Noteholders against the Issuer;

(c) approve any scheme or proposal related to the mandatory exchange or substitution of any Class of Notes;

(d) save as provided by Article 29 (*Amendments to the Transaction Documents*), approve any amendments of the provisions of (i) these Rules, (ii) the Terms and Conditions, (iii) the Intercreditor Agreement, (iv) the Cash Allocation, Management and Payment Agreement, or (v) any other Transaction Document in respect of the obligations of the Issuer under or in respect of the Notes which is not a Basic Terms Modification be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

(e) discharge or exonerate (including prior or retrospective discharge or exoneration) the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Terms and Conditions or any other Transaction Document;

(f) grant any authority, order or sanction which, under the provisions of these Rules or under the Terms and Conditions, must be granted by Extraordinary Resolution (including the issue of a Trigger Notice as a result of a Trigger Event pursuant to Condition 14 (*Enforcement*));

(g) authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

(h) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

(i) appoint and remove the Representative of the Noteholders; and

(j) authorise or object to individual actions or remedies of Noteholders under Article 23 (*Individual Actions and Remedies*),

19 Relationship between Classes and conflict of interests

19.1 *Basic Terms Modification*

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes (to the extent that there are Notes outstanding in any of such other Class).

19.2 *Extraordinary Resolution other than in respect of a Basic Terms Modification or Ordinary Resolution*

No Extraordinary Resolution of any Class of Notes to approve any matter other than a Basic Terms Modification or a matter to be approved by an Ordinary Resolution shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Classes of Notes ranking at that time senior to such Class with respect to the repayment of the principal pursuant to Condition 4.3 (*Status, Priority and Segregation - Ranking*) and in accordance with the applicable Priority of Payments (to the extent that there are Notes outstanding ranking senior to such Class).

19.3 *Binding nature of the Resolutions*

Any Resolution passed at a Meeting of the Noteholders of one or more Classes of Notes duly convened and held in accordance with these Rules shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not dissenting and whether or not voting and, except in the case of Meeting relating to a Basic Terms Modification, any Resolution passed at a meeting of the then Most Senior Class of Noteholders or in case of Joint Meetings pursuant to Article 19.6 (*Joint Meetings*) duly convened and held as aforesaid shall also be binding upon all the other Class of Noteholders. In each such case, all of the relevant Classes of Noteholders shall be bound to give effect to any such resolutions accordingly.

19.4 *Conflict between Classes*

If, however, in the opinion of the Representative of the Noteholders, there is a conflict between interests of

(i) the Noteholders and of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders;

(ii) different Classes of Noteholders, then the Representative of the Noteholders will consider only the interests of the holders of the Most Senior Class of Noteholders then outstanding;

(iii) the Other Issuer Creditors, then the Representative of the Noteholders shall have regard to the interests of whichever of the Other Issuer Creditors ranks higher in the Priority of Payments for the payment of the amounts therein specified.

19.5 *Resolution of the Junior Noteholders*

For the avoidance of doubt, amendments or modifications which (in the opinion of the Representative of the Noteholders) do not affect (directly or indirectly) the payment of interest and/or the repayment of principal in respect of any of the Senior Notes or the Mezzanine Notes and/or any other interest or rights of the Senior Noteholders or the Mezzanine Noteholders and which are not Basic Terms Modifications may be passed at a Meeting of the Junior Noteholders without any sanction being required by the holders of the Senior Notes or the Mezzanine Notes.

19.6 *Joint Meetings*

Subject to the provisions of these Rules and the Terms and Conditions, if the Representative of the Noteholders considers it is not detrimental to the holders of any relevant Class of Notes, joint meetings of the Senior Noteholders and of the Mezzanine Noteholders may be held to consider the same Resolution and the provisions of these Rules shall apply *mutatis mutandis* thereto.

19.7 *Separate and combined Meetings of the Noteholders*

Subject to the aforesaid provisions of this Article 19 (*Relationship between Classes and conflict of interests*), the following provisions shall apply where outstanding Notes belong to more than one Class:

(a) business which, in the sole opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the Noteholders of such Class;

(b) 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 Noteholders of one such Class of Notes and the Noteholders of the other Class of Notes shall be transacted either at separate Meetings of the Noteholders of each such Class of Notes or at a single Meeting of the Noteholders of all such Classes of Notes, as the Representative of the Noteholders shall determine in its absolute discretion; and

(c) business which, in the opinion of the Representative of the Noteholders, affects the Noteholders of more than one Class of Notes and gives rise to an actual or potential conflict of interest between the Noteholders of one such Class of Notes and the Noteholders of the other Class of Notes shall be transacted at separate Meetings of the Noteholders of each such Class.

In this paragraph "**business**" includes (without limitation) the passing or rejection of any Resolution.

19.8 *Notice of Resolution*

Within 14 (fourteen) days after the conclusion of each Meeting, the Issuer shall give notice, in accordance with Condition 16 (*Notices*), of the result of the votes on each resolution put to the Meeting. Such notice shall also be sent by the Issuer (or its agents) to the Paying Agent, the Representative of the Noteholders and the Rating Agencies.

Without prejudice to these Rules of the Organisation, the exclusive power of the Meeting under Article 18 (*Extraordinary Resolution*), the Representative of the Noteholders may prescribe administrative regulations regarding the holding of meetings and attendance and voting thereat as the Representative of the Noteholders may, in its sole discretion, decide.

20 Challenge of Resolution

Any absent or dissenting Noteholder has the right to challenge Resolutions which are not passed in compliance with the provisions of these Rules.

21 Minutes

Minutes shall be made of all resolutions and proceedings of each Meeting. The Minutes shall be signed by the Chairman and shall be prima facie evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted shall be regarded as having been duly passed and transacted.

22 Written Resolution

Notwithstanding the formalities required by Article 6 (*Notice of Meeting and Documents Available for Inspections*), a Meeting is validly held if a resolution in writing is signed by or on behalf of all Noteholders of the relevant Class or Classes who at any relevant time are entitled to participate in a Meeting in accordance with the provisions of these Rules, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders (the "**Written Resolution**").

A Written Resolution shall take effect as if it were an Extraordinary Resolution or an Ordinary Resolution, in respect of matters to be determined by Extraordinary Resolution or Ordinary Resolution, as the case may be.

23 Individual Actions and Remedies

23.1 *Individual actions of the Noteholders*

Each Noteholder is deemed to have accepted and is bound by the limited recourse and non petition provisions of Condition 9 *(Non Petition and Limited Recourse)*. Accordingly, the right of each Noteholder to bring individual actions or use other individual remedies to enforce his/her rights under the Notes or the Transaction Documents will be subject to a 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/her rights under the Notes or the Transaction Documents will notify the Representative of the Noteholders of his/her intention;

(b) the Representative of the Noteholders will, without delay, call a Meeting in accordance with these Rules at the expense of such Noteholder;

(c) if the Meeting passes a resolution objecting to the enforcement of the individual action or remedy, the Noteholder will be prevented from taking such action or remedy (without prejudice to the fact that after a reasonable period of time, the same matter may be resubmitted for review of another Meeting); and

(d) if the Meeting of Noteholders authorises such individual action or remedy, the Noteholder will not be prohibited from taking such individual action or remedy.

23.2 *Individual actions subject to Resolution*

No Noteholder will be permitted to take any individual action or remedy to enforce his/her rights under the Notes or the Transaction Documents unless a Meeting has been held to resolve on such action or remedy in accordance with the provisions of this Article 23.

23.3 *Breach of Condition 9 (Non Petition and Limited Recourse)*

No Noteholder shall be permitted to take any individual action or remedy to enforce his/her rights under the Notes or the Transaction Documents in the event that such action or remedy would cause or result in a breach of Condition 9 (*Non Petition and Limited Recourse*).

23.4 *Exclusive power of the Representative of the Noteholders*

Save as provided in this Article 23 (*Individual Actions and Remedies*), only the Representative of the Noteholders may pursue the remedies available under the general law or the Transaction Documents to obtain payment of obligations and no Noteholder shall be entitled to proceed directly against the Issuer to obtain or enforce such remedies.

24 Further Regulations

Subject to all other provisions contained in these Rules, the Representative of the Noteholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Noteholders in its sole discretion may decide.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

25 Appointment, Removal and Remuneration

25.1 *Appointment*

The appointment of the Representative of the Noteholders takes place by Extraordinary Resolution of the Most Senior Class of Noteholders in accordance with the provisions of this Article 25, except for the appointment of the first Representative of the Noteholders which will be Banca Finint.

25.2 *Requirements for the 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 acting through an Italian branch; or

(b) a company or financial institution enrolled with the register held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act; or

(c) any other entity which is not prohibited from acting in the capacity of Representative of the Noteholders pursuant to the law.

25.3 *Directors and auditors of the Issuer*

The directors and auditors of the Issuer cannot be appointed as the Representative of the Noteholders, and if appointed as such they shall be automatically removed.

25.4 *Duration of appointment*

Unless the Representative of the Noteholders is removed by Extraordinary Resolution pursuant to Title II above or it resigns in accordance with Article 27 (*Resignation of the Representative of the Noteholders*), it shall remain in office until full repayment or cancellation of all the Notes.

25.5 *Removal*

Subject to the provisions hereto and the provisions of the Intercreditor Agreement, the Representative of the Noteholders may be removed by Extraordinary Resolution of the Most Senior Class of Noteholders at any time.

25.6 *Office after termination*

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 a substitute Representative of the Noteholders, which shall be a subject among those listed in Article 25.2 (*Requirements for the Representative of the Noteholders*), paragraphs (a), (b), and (c) above, accepts its appointment, and the powers and authority of the Representative of the Noteholders whose appointment has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions required in connection with the Notes.

25.7 *Remuneration*

The Issuer shall pay to the Representative of the Noteholders for its services as Representative of the Noteholders, an annual fee for its services as Representative of the Noteholders from the Issue Date, as agreed either in the initial agreement(s) for the issue of and subscription for the Notes or in separate fee letter. Such fees shall accrue from day to day and shall be payable in accordance with the applicable Priority of Payments.

26 Duties and Powers of the Representative of the Noteholders

26.1 *Legal representative of the Organisation of the Noteholders*

The Representative of the Noteholders is the legal representative of the Organisation of the Noteholders and has the power to exercise the rights conferred on it pursuant to the Transaction Documents in order to protect the interests of the Noteholders.

26.2 *Meetings and implementation of Resolutions*

Subject to Article 28 (*Exoneration of the Representative of the Noteholders*), the Representative of the Noteholders is responsible for implementing all resolutions of the Noteholders and has the right to convene Meetings to propose any course of action which it considers from time to time necessary or desirable.

26.3 *Delegation*

26.3.1 The Representative of the Noteholders may also, whenever it considers to be expedient and in the interests of the Noteholders, whether by power of attorney or otherwise, delegate to any person(s) all or any of the powers, authorities and discretion 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, provided that: (a) the Representative of the Noteholders shall use all reasonable care and skill in the selection of the sub-agent, sub-contractor or representative which must fall within one of the categories set forth in Article 25.2 (*Requirements for the Representative of the Noteholders*) herein; and (b) the sub-agent, sub-contractor or representative shall undertake to perform the obligations of the Representative of the Noteholders in respect of which it has been appointed.

26.3.2 The Representative of the Noteholders shall in any case be responsible for any loss incurred by the Issuer as a consequence of 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 the Rating Agencies of the appointment of any delegate and the renewal, extension and termination of such appointment and shall procure that any delegate shall also as soon as reasonably practicable give notice to the Issuer of any sub delegate.

26.3.3 The Representative of the Noteholders shall act in accordance with the provisions of Article 1176, second paragraph of the Italian Civil Code.

26.4 *Judicial proceedings*

The Representative of the Noteholders is authorised to represent the Organisation of the Noteholders, *inter alia*, in any judicial proceedings.

27 Resignation of the Representative of the Noteholders

27.1 *Resignation*

The Representative of the Noteholders may resign at any time by giving at least three calendar months' written notice to the Issuer and the Rating Agencies, with no need to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation.

27.2 *Effectiveness*

The resignation of the Representative of the Noteholders shall not become effective until a new Representative of the Noteholders has been appointed by an Extraordinary Resolution of the Most Senior Class of Noteholders and such new Representative of the Noteholders has accepted its appointment provided that if the Noteholders fail to select a new Representative of the Noteholders within three months of written notice of resignation delivered by the Representative of the Noteholders, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to Article 25 (*Appointment, Removal and Remuneration*).

28 Exoneration of the Representative of the Noteholders

28.1 *Limited obligations*

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

28.2 *Other limitations*

Without limiting the generality of Article 28.1 (*Limited Obligations*), the Representative of the Noteholders:

(i) shall not be under any obligation to take any steps to ascertain whether a Trigger Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under any other Transaction Document has occurred, and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Trigger Event has occurred;

(ii) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any other parties of their obligations contained in the Terms and Conditions and hereunder or, as the case may be, in any Transaction Document to which each such party is a party, and until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that the Issuer and each other party to the Transaction Documents are carefully observing and performing all their respective obligations;

(iii) except as otherwise required under these Rules or the Transaction Documents, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Transaction Document;

(iv) shall not be responsible for (or for investigating) the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Transaction Document, or of 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:

a) the nature, status, creditworthiness or solvency of the Issuer;

b) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection herewith;

c) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;

d) the failure by the Issuer to obtain or comply with any license, consent or other authority in connection with the purchase or administration of the Aggregate Portfolio; and

e) any accounts, books, records or files maintained by the Issuer, the Servicer, and the Paying Agent or any other person in respect of the Aggregate Portfolio or the Notes;

(v) 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;

(vi) shall not be responsible for the maintenance of any rating of the Rated Notes by the Rating Agencies or any other credit or rating agency or any other person;

(vii) shall not be responsible for (or for investigating) any matter which is the subject of any recital, statement, warranty or representation by any party other than the Representative of the Noteholders contained herein or in any Transaction Document or any certificate, document or agreement relating to thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;

(viii) 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 in relation to the Aggregate Portfolio 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 being remedied or not;

(ix) 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 or any Transaction Document;

(x) shall not be under any obligation to guarantee or procure the repayment of the Aggregate Portfolio or any part thereof;

(xi) shall not be obliged to evaluate the consequences that any modification of these Rules or any of the Transaction Documents or exercise of its rights, powers and authorities may have for any individual Noteholder;

(xii) shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other party 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 and no Noteholder, Other Issuer Creditor or any other party shall be entitled to take any action to obtain from the Representative of the Noteholders any such information;

(xiii) shall not be responsible for reviewing or investigating any report relating to the Aggregate Portfolio provided by any person;

(xiv) shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Aggregate Portfolio or any part thereof;

(xv) shall not be responsible for (except as otherwise provided in the Terms and Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Aggregate Portfolio and the Notes; and

(xvi) shall not be deemed responsible for having acted pursuant to instructions received from the Meeting, even if it is later discovered that the Meeting had not been validly convened or constituted, and that such resolution had not been duly approved or was not otherwise valid or binding for the Noteholders.

28.3 *Discretion*

28.3.1 The Representative of the Noteholders:

(i) save as expressly otherwise provided herein and in the Intercreditor Agreement, shall have absolute discretion as to the exercise, non-exercise or refraining from exercise of any right, power and discretion vested in the Representative of the Noteholders by these Rules or by operation of law, and the Representative of the Noteholders shall not be responsible for any loss, cost, damage, expense or inconvenience resulting from the exercise, non-exercise or refraining from exercise thereof except insofar as the same are incurred as a result of its wilful default (*dolo*) or gross negligence (*colpa grave*);

(ii) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, the Representative of the Noteholders has the right - but not the obligation - to convene a Meeting or Meetings in order to obtain the Noteholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Noteholders shall be entitled to request that the Noteholders indemnify it and/or provide it 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 which it may incur by taking such action;

(iii) may certify whether or not a Trigger Event is in its opinion prejudicial to the interest of the Noteholders and any such certification shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other subject party to the Transaction Documents;

(iv) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these Rules, the Notes or any other Transaction Documents may be remedied, and if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Transaction Documents;

28.3.2 Any consent or approval given by the Representative of the Noteholders under these Rules and any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders deems appropriate.

28.4 *Certificates*

The Representative of the Noteholders:

(i) may act on the advice of or a certificate or opinion of or any information 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 be responsible for any loss incurred by so acting in the absence of gross negligence (*colpa grave*) or wilful default (*dolo*) on the part of the Representative of the Noteholders;

(ii) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter, a certificate duly signed by the Issuer, 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 incurred as a result of acting on such certificate unless it has information which casts a doubt on the truthfulness of the certificates signed by the Issuer;

(iii) shall have the right to call for (or have the Issuer call for) and to rely on written attestations issued by any one of the parties to the Intercreditor Agreement or by any Other Issuer Creditor. The Representative of the Noteholders shall not be required to seek additional evidence and shall not be held responsible for any loss, liability, cost, damage, expense, or charge incurred as a result of having failed to do so.

(iv) may, for the purpose of exercising any right, power, trust, authority, duty or discretion under or in relation to the Transaction Documents or the Notes, in considering whether such exercise would be materially prejudicial to the interests of the Other Issuer Creditors and the Noteholders, take into account, amongst other things, any written confirmation from the Rating Agencies that the then current ratings of the Rated Notes would not be adversely affected by such exercise and shall be entitled to, at the Issuer's expenses, consult the Rating Agencies before exercising any power, authority, duty or discretion under or in relation to the Conditions or these Rules.

28.5 *Ownership of the Notes*

28.5.1 In order to ascertain ownership of the Notes, the Representative of the Noteholders may fully rely on the certificates issued Regulation dated 13 August 2018, jointly issued by CONSOB and the Bank of Italy (as subsequently amended and supplemented), which certificates are conclusive proof of the statements attested to therein.

28.5.2 The Representative of the Noteholders may assume without enquiry that no Notes are, at any given time, held by or for the benefit of the Issuer.

28.6 *Certificates of Monte Titoli Account Holders*

The Representative of the Noteholders, in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with the Regulation 13 August 2018, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

28.7 *Certificates of Clearing Systems*

The Representative of the Noteholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Representative of the Noteholders considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Notes.

28.8 *Illegality*

No provision of these Rules shall require the Representative of the Noteholders to do anything which may be illegal or contrary to Applicable Law or regulations or to expend or otherwise 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 discretion, and the Representative of the Noteholders may refrain from taking any action which would or might, in its opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action. The Representative of the Noteholders may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

29 Amendments to the Transaction Documents

29.1 *Consent of the Representative of the Noteholders*

Subject to the provisions of the Intercreditor Agreement the Representative of the Noteholders may agree to any amendment or modification to these Rules or to any of the Transaction Documents, without the prior consent or sanction of the Noteholders if in its opinion:

(i) it is expedient to make such amendment or modification in order to correct a manifest error or an error of a formal, minor or technical nature; or

(ii) save as provided under paragraph (i) above, such amendment or modification (which shall be other than in respect of a Basic Terms Modification or any provision in these Rules which makes a reference to the definition of "**Basic Terms Modification**") is not materially prejudicial to the interest of the Noteholders of the Rated Notes and (ii) a prior written notice is given to the Rating Agencies, the Senior Notes Underwriters and the Mezzanine Notes Underwriter;

(iii) such amendment or modification is necessary or expedient in order to comply with Regulation

(EU) 2402/2017 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (as amended and supplemented from time to time, the "**Securitisation Regulation**"), in each case as supplemented and implemented by the relevant regulatory technical standards and delegated regulations, including to ensure that the Transaction comply with a "simple, transparent and standardised securitisation" for the purposes of the Securitisation Regulation; or

(iv) for so long as the Class A Notes are intended to be held in a manner which will allow for participation in the Eurosystem liquidity scheme, for the purposes of maintaining such eligibility, provided that such modification is required solely for such purpose and has been drafted solely to such effect.

The Representative of the Noteholders acknowledges and agrees that at the Issuer (also through the Servicer) request, pursuant to Condition 7.9 (*Fallback Provisions*) it will be obliged, subject (to the extent required) to the Issuer giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent regulatory authority to concur with the Issuer in effecting any Base Rate Modification (including, *inter alia*, by the execution of an amendment agreement to the Transaction Documents), it being understood that no Base Rate Modification will become effective if within 30 (thirty) days of the delivery of the Base Rate Modification Certificate, Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Class A Notes have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which the Class A Notes are held) that they do not consent to the Base Rate Modification.

29.2 *Binding nature of amendments*

Any such amendment or modification shall be binding on the Noteholders and the Other Issuer Creditors and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall procure that such amendment or modification be notified to the Noteholders and the Other Issuer Creditors as soon as practicable thereafter.

Any consent, approval or waiver by the Representative of the Noteholders shall be notified to the Rating Agencies.

30 Indemnity

30.1 *Indemnification*

Pursuant to the Subscription Agreements, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) on written demand, to the extent not already reimbursed, paid or discharged by any Noteholder, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax due in addition to the agreed amounts or similar tax) properly incurred by or made against the Representative of the Noteholders or by any person appointed by it to whom any power, authority or discretion may be delegated by it, in relation to the preparation and execution of, the exercise or purported exercise of its powers, performance of its duties under and in any other manner in relation to these Rules and the Transaction Documents, including but not limited to legal and travelling expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders pursuant to the Transaction Documents, or against the Issuer, or any other person for enforcing any obligations due hereunder, or under these Rules, the Notes or the Transaction Documents, except insofar as the same are incurred because of the fraud, negligence or wilful misconduct of the Representative of the Noteholders or the abovementioned appointed persons. It remains understood and agreed that such costs, expenses and liabilities shall be reasonably incurred.

30.2 *Liability*

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Noteholders.

TITLE IV

THE ORGANISATION OF THE NOTEHOLDERS AFTER SERVICE OF A TRIGGER NOTICE

31 Powers

It is hereby acknowledged that, upon the occurrence of a Trigger Event, pursuant to clause 3 (*Mandate by the Issuer to the Representative of the Noteholders and Relevant Powers*) of the Intercreditor Agreement, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, shall be entitled - also in the interest of the Other Issuer Creditors, pursuant to Articles 1411 and 1723 of the Italian Civil Code - to exercise certain rights in relation to the Aggregate Portfolio. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, will be authorised, pursuant to the terms of the clause 3 (*Mandate by the Issuer to the Representative of the Noteholders and Relevant Powers*) of the Intercreditor Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, any and all of the Issuer's rights under certain Transaction Documents, including the right to give directions and instructions to the relevant parties to the relevant Transaction Documents.

TITLE V

GOVERNING LAW AND JURISDICTION

32 Governing law and Jurisdiction

33.1 *Governing law*

These Rules and all non-contractual obligations arising in any way whatsoever out of or in connection with these Rules will be governed by, and construed in accordance with, the laws of the Republic of Italy.

33.2 *Jurisdiction*

Any dispute arising from the interpretation and execution of these Rules or from the legal relationships established by these Rules will be submitted to the exclusive jurisdiction of the Courts of Milan.

SELECTED ASPECTS OF ITALIAN LAW

The following is a summary only of certain aspects of Italian Law that are relevant to the transactions described in this Prospectus and of which prospective Noteholders should be aware. It is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Prospectus.

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 (the "**SPV**") and all amounts paid by the assigned debtors are to be used by the relevant company exclusively to meet its obligations under the notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction.

The Assignment

The assignment of receivables under the Securitisation Law is governed by Article 4 of the Securitisation Law, the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication of the relevant notice in the Official Gazette in respect of the assigned receivables and registration of the transfer in the companies' register where the issuer is enrolled, so avoiding the need for notification to be served on each assigned debtor. Furthermore, the Bank of Italy could require further formalities.

Upon compliance with the formalities set forth by the Securitisation Law, the assignment becomes enforceable against:

(a) the assigned debtors and any creditors of the originator who have not, prior to the date of publication of the notice of assignment in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled, commenced enforcement proceedings in respect of the relevant receivables;

(b) (i) the liquidator or any other bankruptcy officials of the assigned debtors (so that any payments made by an assigned debtor to the purchasing company may not be subject to any claw-back action according to Article 67 of the Italian Bankruptcy Law (i.e., Article 166 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), and (ii) the liquidator of the originator (provided that the originator has not been subjected to insolvency proceeding prior to the date of publication of the notice of assignment in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled); and

(c) other permitted assignees of the originator who have not perfected their assignment prior to the date of publication of the notice of assignment in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned receivables will automatically be transferred to and perfected with the same priority in favour of the company which has purchased the receivables, without the need for any formality or annotation.

As from the date of publication of the notice of the assignment in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled, no legal action may be brought against the receivables assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant receivables and to meet the costs of the transaction.

The legal effects of Article 1264 of the Italian Civil Code shall apply to the assigned debtors upon and from the date of publication of the notice of assignment in the Italian Official Gazette. The ancillary rights and guarantees of any kind arising in favour of the originator, together with the entries in public registers of the purchase deeds relating to the property the subject of the finance leases that have been assigned, shall remain valid and maintain their security ranking in favour of the purchaser without further formality. Any other special legal regimes which previously applied to the relevant assigned receivables, including of a procedural nature, will also continue to apply.

Therefore, the assignment of the Initial Portfolio and each Subsequent Portfolio made during the Ramp-Up Period has been perfected by way of publication by the Issuer of the following notices of assignment (*avvisi di cessione*) in the *Gazzetta Ufficiale della Repubblica Italiana* and registration thereof with the Company's Register of Treviso-Belluno as follows:

(i) with respect to the Initial Portfolio: notice of assignment (*avviso di cessione*) **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 106 of 10 September 2022 and **(b)** registered with the Company's Register of Treviso-Belluno on 7 September 2022;

(ii) with respect to the First Subsequent Portfolio: notice of assignment **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 143 of 10 December 2022 and **(b)** registered with the Company's Register of Treviso-Belluno on 7 December 2022; and

(iii) with respect to the Second Subsequent Portfolio: notice of assignment **(a)** published in the *Gazzetta Ufficiale della Repubblica Italiana*, *Parte II*, No. 30 of 11 March 2023 and **(b)** registered with the Company's Register of Treviso-Belluno on 9 March 2023.

Assignments executed under the Securitisation Law are subject to revocation upon bankruptcy under Article 67 of the Bankruptcy Law (i.e., Article 166 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*) but only in certain specific cases provided under the Bankruptcy Law and in the event that the securitisation transaction is entered into within three months of the adjudication of bankruptcy of the relevant party or, in cases where paragraph 1 of Article 67 of the Bankruptcy Law (i.e., Article 166 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*) applies, within six months of the adjudication of bankruptcy.

The SPV

According to the Securitisation Law, the SPV shall be a *società di capitali*.

Under the regime normally prescribed for Italian companies under the Italian Civil Code, it is unlawful for any company (other than banks) to issue securities for an amount exceeding two times the company's share capital, save for certain exceptions. Under the provisions of the Securitisation Law, the standard provision described above is inapplicable to the SPV.

The SPV is subject to the provisions contained in Chapter V of the Consolidated Banking Act and must be registered on the register of securitisation vehicles companies held pursuant to Article 4 of the Regulation of the Bank of Italy dated 7 June 2017.

Ring-fencing of the assets

Pursuant to operation of Article 3 of the Securitisation Law, the assets relating to each securitisation transaction are segregated, by operation of law, for all purposes from all other assets of the company which purchases the claims (including, for the avoidance of doubt, any other portfolio purchased by the company pursuant to the Securitisation Law). Prior to and on a winding up of such a company, such assets (for so long as such amounts are credited to one of the Issuer's accounts under the Transaction and not commingled with other sums) will only be available to holders of the notes issued to finance the acquisition of the relevant claims and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the Issuer. However, under Italian law, any other creditor of the Issuer would be able to commence insolvency or winding up proceedings against the Issuer in respect of any unpaid debt.

In addition to the above, it should be noted that:

(i) the amounts credited into the accounts opened by companies incorporated as special purpose vehicles pursuant to Article 3 of the Securitisation Law with the servicers or with the depositary bank of securitisation transactions, on which the amounts paid by the assigned debtors as well as any other amount due to the relevant special purpose vehicle under the securitisation may be credited, may be utilized only to fulfil the obligations of the relevant special purpose vehicle against the noteholders and the other creditors under the securitisation and to pay the expenses to be borne in connection with the securitisation. Should any proceeding under Title IV of the 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 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 subservicer 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 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 windingup proceedings against the Issuer in respect of any unpaid debt.

Other recent main changes in Italian bankruptcy, tax and civil procedure law

Certain provisions of Italian law have been amended or have entered into force only recently and, therefore, may be subject to further implementation and/or interpretations by Italian Courts and have not been tested to date in the Italian courts. In this respect, without prejudice to the above-mentioned approval of the Insolvency Code, the most recent reforms that have been implemented on the main Italian bankruptcy legislation includes the Law Decree No. 83 of 27 June 2015 (*Misure urgenti in materia, fallimentare, civile e processuale civile e di organizzazione e funzionamento dell'amministrazione giudiziaria*) converted into law by Law No. 132 of 6 August 2015 (the "**Decree No. 83**"), providing for some significant changes in Italian bankruptcy, tax and civil procedure law.

The main features of the reform implemented by Decree No. 83 are summarised herein below:

(a) the rules governing the deductibility for tax purposes by banks and financial intermediaries of losses and write-off relating to receivables have been amended. Under the new rules both losses deriving from assignment of receivables and losses and write-off of receivables vis-à-vis customers (*crediti verso la clientela*) are entirely deductible in the fiscal year in which they are registered in the financial statements of the aforesaid companies. This provision has shortened the timeframe previously provided for deducting losses and write-off of receivables, which was equal to five fiscal years;

(b) debt enforcement proceedings have been accelerated and simplified, and judicial sales expedited;

(c) banks and financial intermediaries holding the majority of a company's overall debt can (subject to certain conditions) restructure its indebtedness, even in the face of a significant dissenting minority financial creditor;

(d) access to new financing has been simplified, enjoying super-priority, and the removal of claw back risk for bridging loans (including shareholder loans) for a company when proposing a pre-bankruptcy creditors arrangement or debt restructuring;

(e) creditors representing 10% of overall indebtedness are now entitled to present alternative proposals to those proposed by the debtor if the company's proposals do not satisfy at least 40% of non-preferred creditors in case of liquidation or 30% in an on-going scenario. Measures have been introduced which will likely lead to greater use of controlled auctions in prepack creditor arrangements involving business sales, favouring independent investor participation. Such sales may now be completed even before court certification of the approved creditor arrangement, prioritising business continuity;

(f) a specific discipline has been provided in relation to the consequences of the termination of financial leasing contract (please see the paragraph "Italian Law on Leasing" below for more details on this provision); and

(g) a number of measures have been introduced to enhance the speed and effectiveness of bankruptcy proceedings, including the imposition of deadlines for bankruptcy trustee activities with the real threat of removal for failure to comply and the facilitation of interim distributions to creditors.

These provisions of Decree No. 83 have not been tested in any case law nor specified in any further regulation.

Italian Law on Leasing

The contract of financial leasing (*locazione finanziaria*) ("**Financial Leasing**") has been disciplined and identified under law no. 124 of 4 August 2017 (the "**2017 Italian Competition Law**"), pursuant to which Financial Leasings are agreements in the context of which a regulated bank or a financial intermediary registered under Article 106 of the Consolidated Banking Act agrees to purchase or procure an asset selected by the lessee who then assumes all the risks, including of loss or destruction of the asset, in return for lease payments. Accordingly, three parties are generally involved in a financial leasing transaction (i.e., lessor, lessee and supplier) which involves the execution of two contracts: the Financial Leasing agreement between lessor and lessee and the transfer agreement between the supplier and the lessor. The Italian Supreme Court has established that although these contracts are separate, there is a contractual link between them arising from the fact that the assets acquired by the lessor from the supplier are selected and chosen by the lessee, who is responsible for their maintenance and is subject to the risk of their loss. The 2017 Italian Competition Law further specifies that (a) the payments to be made by the lessee under a Financial Leasing shall be calculated on the basis of (i) the amount paid by the lessor to acquire the right of ownership of the lease asset and (ii) the duration of the agreement, and (b) that, upon the agreed contractual maturity, the lessee shall have the option to acquire the ownership of the asset at the agreed price (*riscatto*), or to return it to the lessor.

In a number of decisions given by the Italian Supreme Court in 1989 and confirmed, *inter alia*, by a decision given by the *Sezioni Unite* of the Supreme Court in 1993 (Cass. Sez. Un., 7.1.93, No. 65), contracts of Financial Leasing are divided into two different types: firstly, "*leasing finanziario di godimento*", under which the payment of the agreed rentals represents only, in line with the intention of the parties involved, remuneration for the use of the Leased Property by the lessee; and secondly, "*leasing finanziario traslativo*", under which the parties foresee, at the time of the conclusion of the contract, that the Leased Property (in view of its nature, the envisaged use and the duration of the contract) is to retain, upon expiry of the contract, a residual value significantly higher than the "*riscatto*". Accordingly, it is reasonable to hold that rentals to be paid under "*leasing finanziario traslativo*" represent part of the consideration for the transfer of the Leased Property to the lessee following expiry of the contract upon payment of the "*riscatto*", and that the exercise of the purchase option and transfer of the Leased Property to the lessee upon expiry of the contract forms part of the original intention of the parties to the contract.

According to certain case law, the provisions of Article 1526 of the Italian Civil Code are to be applied by analogy to contractual relationships between lessors and lessees under the "*leasing finanziario traslativo*". Article 1526 of the Italian Civil Code establishes that in relation to a sale by instalments with retention of title, if the contract is terminated as a result of the non-performance by the purchaser of its obligations, the vendor must repay the instalments received, save for its right to an equitable compensation for the use of the goods and damages. Such provisions of Article 1526 do not apply to "*leasing finanziario di godimento*" in respect of which the general provisions of the Italian Civil Code shall apply; according to Article 1458, paragraph 1, of the Italian Civil Code, termination of a lease contract for breach of contract has, as between the parties thereto, a retroactive effect unless the lease contract provides for continuing performance, in which case the termination does not affect those acts already performed by the parties.

Therefore, according to the above-referenced interpretation of the case law, in the event of termination of a lease contract for breach by the lessee, under "*leasing finanziario di godimento*", the lessor is entitled to have the Leased Property returned to him, to retain the amounts received in respect of the rental payments matured prior to termination and, in case of bankruptcy or insolvency of the lessee, to prove for the unpaid rental payments matured before the declaration of bankruptcy. On the contrary, in the event of termination of a "*leasing finanziario traslativo*", the lessee (or the receiver in case of bankruptcy or insolvency of the lessee) has the right to receive from the lessor any amounts paid in respect of rental payments before termination but the lessee must return the Leased Property to the lessor and pay to the lessor an equitable compensation for use of the Leased Property and where appropriate, damages.

Decree No. 83 has added a new paragraph to Article 169-*bis* of the Italian Bankruptcy Law (i.e., Article 97 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), in order to provide a specific discipline in relation to the consequences of the termination of Financial leasing contracts. In particular, it has been provided that, in case of termination of a financial leasing contract, the lessor will have the right to receive the Leased Property back and must pay to the lessee the difference (if any) between the higher amount deriving from the sale of such Leased Property or the other use of it and the outstanding capital amount owed by the lessee to the lessor. When paid, any such sum will become part of the bankruptcy estate. The lessor will have a claim towards the lessee for a credit equal to the difference between the credit held on the date the application is filed and the revenues derived by way of new use of the Leased Property.

The 2017 Italian Competition Law introduced two hypothesis of serious breach of contract with respect to Financial Leasings occurring, respectively, when: (i) the lessee fails to pay six monthly instalments or two non-consecutive quarterly instalments or an equivalent amount in the case of Financial Lesings related to real estate leases; (ii) the lessee fails to pay four monthly instalments, also non-consecutive, or an equivalent amount, for other Financial Leasings. Following the termination of the Financial Leasing for serious breach of the contract the lessor may repossess the underlying asset and sell it to third parties in order to satisfy its claims vis-à-vis the lessee with respect to any unpaid Financial Leasing's instalments, present and future (in such latter case, taking into account only the principal amount related to future instalments), the price agreed for the lessee to exercise the purchase option of the underlying asset and the expected cost of recovery and maintenance of the asset prior to its disposal. In case of disposal of the underlying asset: (i) to the extent that the corresponding proceeds are not sufficient to satisfy in full the lessor's claims, the lessor is be entitled to the unpaid part of such claims, and (ii) in case of such proceeds exceeding the lessor's claims, the lessor shall pay to the lessee any such excess amount.

Furthermore, the 2017 Italian Competition Law sets forth further rules related to the disposal of the underlying assets; in particular (a) in order to sell the underlying asset, the lessor shall sell it (or reallocate it) at the value resulting from public market surveys, or were such surveys not available with respect to the underlying asset, at the value calculated by an expert chosen by mutual agreement of the parties or, in case of the parties failing to choose such expert, by an independent expert chosen by the lessor among at least three entities previously notified to the lessee, who may then express his preference with respect to the independent expert; and (b) the disposal of the underlying asset shall be carried out in accordance with the criteria of celerity and transparency and the disposal procedure shall be advertised in order to identify the best bidder. In any case it shall be noted that the afore mentioned provisions related to Financial Leasings under the 2017 Italian Competition Law are without prejudice to Article 72-quarter of Royal Decree 16 March 1942, no. 267 (the Italian insolvency law) and Article 1, paragraphs 76, 77, 78, 79, 80 and 81 of law 28 December 2015, no. 208.

The enforcement proceedings in general

The enforcement proceedings can be carried out on the basis of final judgments or other legal instruments known collectively as *titoli esecutivi*.

Save where the law provides otherwise, the enforcement must be preceded by service of the *formula esecutiva* and the *atto di precetto*.

The *atto di precetto* is a formal notice by a creditor to his debtor advising that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days but not more than 90 days from the date on which the notice to comply (*atto di precetto*) is served). If delay would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian Code of Civil Procedure provides for different rules concerning respectively:

- distraint and forced liquidation of mobile goods in possession of the debtor;
- distraint and forced liquidation of debtor's receivables or mobile goods in possession of third parties; and
- distraint and forced liquidation of real estate properties.

The Italian Code of Civil Procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distraint and forced liquidation of assets are carried out in the following steps:

- first, the debtor's goods are seized;
- second, other creditors may intervene;
- third, the debtor's assets are liquidated; and

- fourth, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

On 30 June 2016, the Italian Parliament approved Law no. 119 (for the purposes of this section, the "**Conversion Law**"), which converts law decree no. 59/2016, published on the Official Gazette no. 102, on 3 May 2016 introducing "*urgent provisions relating to the enforcement and insolvency proceedings, as well as in favor of investors of banks subject to winding up*" (for the purposes of this section the "**Law Decree**"). The Conversion Law has been published on the Official Gazette no. 153 dated 2 July 2016 and entered into force on 3 July 2016. The Conversion Law confirmed almost in full the content of the Law Decree, with certain amendments and integrations. The Law Decree has been adopted with the aim of improving the efficiency of the civil justice system and the insolvency proceedings, with particular regard to the safeguard and the valorization of credits recovery. The main relevant changes introduced by the Law Decree and by the Conversion Law relate to:

1. the enforcement proceedings regulated by the Italian Code of Civil Procedure;

2. the insolvency proceedings regulated by the Bankruptcy Law.

For some of the changes introduced by the Law Decree, especially in relation to forced expropriation issues, a transitory period is provided. More in particular, the Law Decree provides that certain provisions shall apply:

- only to enforcement proceedings commenced after the entry into force of the Conversion Law;

- also to enforcement proceedings already pending, but only to the extent that the enforcement acts subject to the provisions amended by the Law Decree shall be carried out once a certain period of time has elapsed (which varies between 30 and 90 days) following the entry into force of the Conversion Law.

Enforcement proceedings on movable assets in possession of the debtor

With reference to the seizure and forced liquidation of movable assets in possession of the debtor, seizure begins with the application of the lawyer to the bailiff to proceed at the debtor's house/office or other place and to seize all the debtor's movable assets he will find there. The bailiff may look for the movables assets to seize in the debtor's house or in other places related to him and he is free to evaluate assets found and keep them seized. However, certain items of personal property cannot be seized.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized. Normally the debtor is named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence.

After the seizure, the bailiff must deposit the record and the title executed and the notice to comply in the chancery of the execution judge. In this moment the chancellor will open the file of the execution.

After the deposit of the written petition above, the judge fixes the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge fixes the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount who must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the judge will pay the secured creditor's principal debt and the interests and also the costs of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge is agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distraint is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, should he prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He may select various types of property and may bring proceedings in more than one district. However, if he selects more properties than necessary to satisfy his right, the debtor may apply to have this selection restricted. The creditor who requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrained property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors in lieu of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute. Unless the property is perishable, a motion to sell or assign it may not be made until at least ten days after distraint, but within 45 days.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

(a) money received upon the sale or assignment of the debtor's assets;

(b) rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distraint; and

(c) penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

- costs and expenses of the proceeding are paid first;
- preferred creditors are paid in the order of their degree of priority;
- unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;
- creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and
- any surplus is returned to the debtor.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and he will decide. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Forced sale of debtor's goods and real estate assets

A lender may resort to a forced sale of the debtor's (or guarantor's) goods ("*pignoramento mobiliare*") or real estate assets ("*pignoramento immobiliare*"), having previously been granted a "judicial" mortgage following a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Forced sale proceedings are directed against the debtor's properties following notification of an "*atto di precetto*" to the borrower together with a "*titolo esecutivo*" obtained from a court. The attachment of the debtor's movable properties is carried out at the debtor's premises or on third party's premises by a bailiff who removes the attached property or forbids the debtor from in any way transferring or disposing of the attached goods, and appoints a custodian thereof (in practice usually the debtor himself).

Not earlier than 10 (*ten*) calendar days but not later than 90 (*ninety*) calendar days from the attachment:

(a) in case of a "*pignoramento mobiliare*", the creditor may ask the court to deliver to himself all monies found at the debtor's premises, to transfer properties consisting of listed or marketed equities and to sell with or without auction the remaining attached goods; and

(b) in case of a "*pignoramento immobiliare*", the mortgage lender may request the court to sell the mortgaged property.

The average length of a *pignoramento mobiliare*, from the court order or injunction of payment to the final sharing-out, is about 3 (*three*) years.

The average length of a *pignoramento immobiliare*, from the court order or injunction of payment to the final sharing-out, is between 6 (*six*) and 7 (*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.

Insolvency proceedings

A commercial entrepreneur (*imprenditore che esercita un'attività commerciale*) qualifying under Article 1 of the Italian Bankruptcy Law (i.e., Articles 1, 2 and 121 of the Italian legislative decree no. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*) may be subject to insolvency proceedings (*procedure concorsuali*). Insolvency proceedings under the Italian 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. A debtor can be declared bankrupt (*fallito*) (either by its own initiative or upon the initiative of any of its creditors) if it is not able to timely and duly fulfill its obligations. The debtor loses control over all its assets and of the management of its business which is taken over by a court-appointed receiver (*curatore fallimentare*).

Once judgment has been made by the court on the basis of the evidence of the creditors and the opinion of the *curatore fallimentare*, and the creditors' claims have been approved, the sale of the debtor's property is conducted in a manner similar to foreclosure proceedings or forced sale of goods, as the case may be. After insolvency proceedings are commenced, no legal action can be taken against the debtor and no foreclosure proceedings or forced sale proceedings may be initiated. Moreover, all action taken and proceedings already initiated by creditors are automatically suspended.

An entrepreneur which is in a crisis situation may propose 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.

Italian law also provides for special bankruptcy proceedings applying only to large corporations (so-called "*amministrazione straordinaria"*), which are not only Court-supervised but also government-supervised[1].

The *amministrazione straordinaria* proceedings consist of:

i. the adoption of a rehabilitation program which might alternatively be (i) a program of corporate restructuring (for a period of maximum of two years); or (ii) a program of asset disposals (for a period of maximum of one year);

ii. stay of actions by creditors;

iii. appointment by the Government of one or three extraordinary receivers (*commissario straordinario*) to substitute the existing management in the company's operations.

The Court shall assess the prospects of the plan's success on the basis of the reports submitted by the receiver/s; the Court then either issues a decree to place the enterprise under the administration proceeding or orders a judicial liquidation.

Rules provided for bankruptcy proceeding applies to some extent to *amministrazione straordinaria* proceedings.

Attachment of debtor's credits

Attachment proceedings may be commenced also on due and payable credits of a borrower (such as bank accounts, salary etc.) or on borrower's movable property which is located on third party premises.

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[1] Italian law provides for two special proceedings: Legislative Decree No. 270 of 8 July 1999 provides for a special insolvency proceeding for insolvent companies meeting the following requirements: *(i)* number of employees equalling at least 200 in the year prior to the commencement of the procedure; and *(ii)* debt equal to at least (x) two-thirds of the entity's total assets; and (y) two-thirds of the entity's total income generated by sales and services from the last fiscal year.

On the other hand, Law Decree No. 347 of 23 December 2003, as converted into Law No. 39 of 2004 provides for a special insolvency proceeding for insolvent companies *(i)* having more than 500 employees in the year prior to the commencement of the procedure as well as *(ii)* debt (including those from outstanding guarantees) equalling at least Euro 300 million.

Accounting treatment of the receivables

The accounting information relating to the securitisation of receivables will be contained in the SPV's *nota integrativa*, which, together with the balance sheet and the profit and loss statements, form part of the financial statements of Italian companies.

TAXATION

The following is a general summary of current Italian law and practice relating to certain Italian tax considerations concerning the purchase, ownership and disposition of the 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 summary 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 summary is based upon tax laws and practice of Italy in effect on the date of this Prospectus which is 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 Notes

Legislative Decree No. 239 of 1 April 1996, as subsequently amended (the "**Decree 239**"), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from Notes issued, *inter alia*, by Italian companies incorporated pursuant to the Securitisation Law.

Italian resident Noteholders

Where an Italian resident Noteholder is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected; (b) a non-commercial partnership; (c) a non-commercial private or public institution; or (d) an investor exempt from Italian corporate income taxation (unless the Noteholders under (a), (b) or (c) above opted for the application of the *risparmio gestito regime* - see under "Capital gains tax" below), interest, premium and other income relating to the Notes, are subject to a final withholding tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent. In the event that the Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a "tax on account".

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (88-114) of Law No. 232 of 11 December 2016 (the "**Budget Law 2017**") and in Article 1(211-215) of Law No. 145 of 30 December 2018, as amended and supplemented (the "**Budget Law 2019**").

Where an Italian resident Noteholder is a company or similar commercial entity, or a permanent establishment in Italy of a non-Italian resident company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, interest, premium and other income from the Notes are not subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Noteholder, also to the regional tax on productive activities ("**IRAP**")).

Under the current regime provided by Law Decree No. 351 of 25 September 2001, converted into law with amendments by Law No. 410 of 23 November 2001 ("**Decree 351**"), Law Decree No. 78 of 31 May 2010, converted into Law n. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended payments of interest, premiums or other proceeds in respect of the Notes deposited with an authorised intermediary made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 or Italian real estate SICAFs ("**Real Estate SICAFs**"), are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a real estate investment fund or the Real Estate SICAF.

If the investor is an Italian resident open-ended or closed-ended investment fund, a SICAF (an investment company with fixed capital) or a SICAV (an investment company with variable capital) established in Italy (together the "**Fund**") and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority, and the relevant Notes are deposited with an authorised intermediary, interest, premium and other income accrued during the holding period on such Notes will neither be subject to *imposta sostitutiva* nor to any other income tax in the hands of the Fund. A withholding tax at a rate of 26 per cent. will apply, in certain circumstances, to distributions made by the Fund in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (88-114) of Budegt Law 2017 and in Article 1(211-215) of Budget Law 2019.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, SGRs, stockbrokers and other entities identified by a decree of the Ministry of Finance (each an "**Intermediary**").

An Intermediary must (a) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (b) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by the intermediary paying interest to a Noteholder (or by the Issuer should the interest be paid directly by this latter).

Non-Italian resident Noteholders

Where the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is either (a) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended by Ministerial Decree of 23 March 2017 and possibly further amended by future decrees issued pursuant to Article 11(4)(c) of Decree 239 (as amended by Legislative Decree No. 147 of 14 September 2015) (the "**White List**"); or (b) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) an institutional investor incorporated in a country included in the White List, even if it does not possess the status of taxpayer in its own country.

In order to ensure gross payment, non-Italian resident Noteholders must be the beneficial owners of the payments of interest, premium or other income and (a) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance and (b) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001, as subsequently amended.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. (or at the reduced rate provided for by the applicable double tax treaty, if any) to interest, premium and other income paid to Noteholders who are resident, for tax purposes, in countries which do not allow for a satisfactory exchange of information with Italy or who do not comply with the above mentioned provisions.

Capital gains tax

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 26 per cent. Noteholders may set off losses with gains.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes, if the Notes are included in a long term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(88-114) of Budget Law 2017 and in Article 1(211-215) of Budget Law 2019.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Noteholder holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to (a) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of non-Italian resident intermediaries) and (b) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return.

Any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in the annual tax return.

Any capital gains realised by a Noteholder who is an Italian real estate fund to which the provisions of Decree 351, Law Decree No. 78 of 31 May 2010, converted into Law n. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended, apply or a Real Estate SICAF will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the real estate investment fund or the Real Estate SICAF, but subsequent distributions made in favour of unitholders or shareholders will be subject, in certain circumstances, to a withholding tax of 26 per cent.

Any capital gains realised by a Noteholder which is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio. Such result will not be taxed with the Fund, but subsequent distributions in favour of unitholders of shareholders may be subject to the Collective Investment Fund Tax.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (88-114) of Budget Law 2017 and in Article 1(211-215) of Budget Law 2019.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are connected, from the sale or redemption of Notes traded on regulated markets are neither subject to the *imposta sostitutiva* nor to any other Italian income tax.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are connected, from the sale or redemption of Notes not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that the effective beneficiary: (a) is resident in a country included in the White List; or (b) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (c) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) is an institutional investor which is incorporated in a country included in the White List, even if it does not possess the status of taxpayer in its own country, and a proper documentation is filed.

If the conditions above are not met, capital gains realised by said non-Italian resident Noteholders from the sale or redemption of Notes not traded on regulated markets are subject to the *imposta sostitutiva* at the current rate of 26 per cent. unless a reduced rate is provided for by an applicable double tax treaty, if any.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are connected that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of Notes.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted with amendments into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, notes or other securities) as a result of death or donation are taxed as follows:

(i) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, Euro 1,000,000;

(ii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, Euro 100,000; and

(iii) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (i), (ii) and (iii) on the value exceeding, for each beneficiary, Euro 1,500,000.

Transfer tax

Contracts relating to the transfer of securities are subject to the following registration tax: (i) public deeds and notarised deeds are subject to fixed registration tax; (ii) private deeds are subject to registration tax only in the case of use or voluntary registration or enunciazione.

Stamp duty

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by an Italian based financial intermediary to a Noteholder in respect of any Notes which may be deposited with such financial intermediary to its clients. The stamp duty applies at a rate of 0.2 per cent. (it can be no lower than Euro 34.20, if the client is not an individual, and cannot be higher than Euro 14,000.00) on the market value or - if no market value figure is available - the nominal value or redemption amount of the Notes held.

The communication is deemed to be sent to the customers at least once a year, even for instruments for which it is not mandatory.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory (as defined in the regulations issued by the Bank of Italy on 20 June 2012).

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18) of Decree 201, Italian resident individuals, non-commercial entities and non-commercial partnerships holding directly or being beneficial owner for anti-money laundering legislation purposes holding the Notes outside the Italian territory are required to pay a wealth tax which applies at a rate of 0.2 per cent on the market value of the Notes at the end of the relevant year or - if no market value figure is available - the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes, if any, paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Automatic exchange of information

On 3 June 2003, the EU Council of Economic and Finance Ministers adopted a directive regarding the taxation of savings income ("**EU Savings Directive**" or the "**Directive**"). Under the Directive each Member State was required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State.

On 10 November 2015, the EU Council Directive 2015/2060/EU, under proposal of the European Commission, repealed the EU Savings Directive which is replaced by the EU Council Directive 2011/16/EU, as amended and supplemented from time to time, on administrative cooperation in the field of taxation (the "**DAC**"). This is to prevent overlap between the EU Savings Directive and the new automatic exchange of information regime to be implemented under the DAC. The new regime under the DAC is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014. DAC is generally broader in scope than the EU Saving Directive, although it does not impose withholding taxes.

Italy originally implemented the Directive through Legislative Decree No. 84 of 18 April 2005 ("**Decree 84**"). On 10 November 2015, as mentioned above, the Council of the European Union adopted a Council Directive repealing the EU Savings Directive in order to prevent overlap between the EU Saving Directive and the DAC. The DAC has been implemented through Legislative Decree No. 29 of 4 March 2014, as amended and supplemented from time to time, and with Ministerial Decree of 28 December 2015, as amended and supplemented from time to time, (published in the Official Gazette No. 303 of 31 December 2015). Therefore, Law No. 122 of July 2016 repealed Decree 84 accordingly.

Finally, on 25 May, 2018 the EU Council Directive 2018/822 (the "**DAC 6**") has been adopted. Italy implemented the DAC6 with Decree No. 100 of July 30, 2020. Under the DAC 6 intermediaries which meet certain EU nexus criteria and taxpayers are required to disclose to the relevant Tax Authorities certain cross-border arrangements, which contain one or more of a prescribed list of hallmarks.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions including the Republic of Italy have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to 1 January 2019 and Notes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Pursuant to the Senior Notes Subscription Agreement entered into on or prior to the Issue Date among the Issuer, the Originator, the Calculation Agent, the Representative of the Noteholders and the Senior Notes Underwriters:

(i) Alba Leasing in its capacity as Class A1 Notes Underwriter shall subscribe and pay the Issuer for the Class A1 Notes at the issue price of 100% of their principal amount,

(ii) Alba Leasing in its capacity as Class A2 Notes Underwriter shall subscribe and pay the Issuer for the Class A2 Notes at the issue price of 100% of their principal amount, and

(iii) the Senior Notes Underwriters shall appoint the Representative of the Noteholders to act as the representative of the Senior Noteholders.

Pursuant to the Mezzanine Notes Subscription Agreement entered into on or prior to the Issue Date among the Issuer, the Originator, the Calculation Agent, the Representative of the Noteholders and the Mezzanine Notes Underwriter:

(i) Alba Leasing in its capacity as Mezzanine Notes Underwriter shall subscribe and pay the Issuer for the Mezzanine Notes at the issue price of 100% of their principal amount; and

(ii) the Mezzanine Notes Underwriter shall appoint the Representative of the Noteholders to act as the representative of the Mezzanine Noteholders.

Pursuant to the Junior Notes Subscription Agreement entered into on or prior to the Issue Date among the Issuer, the Originator, the Calculation Agent, the Representative of the Noteholders and the Junior Notes Underwriter, Alba Leasing in its capacity as Junior Notes Underwriter shall:

(i) subscribe and pay the Issuer for the Class J Notes at the issue price of 100% of their principal amount; and

(ii) appoint the Representative of the Noteholders to act as the representative of the Junior Noteholders.

SELLING RESTRICTIONS

United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. 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 U.S. Securities Act and applicable state securities laws.

Each of the Underwriters under the Subscription Agreements has represented, warranted and agreed that it will not offer, sell or deliver the Notes within the United States or to, or for the account or benefit of, U.S. persons (i) as part of its distribution at any time and (ii) otherwise until 40 calendar days after the completion of the distribution of all Mezzanine Notes except in accordance with Rule 903 of the Regulation S promulgated under the U.S. Securities Act. None of the Underwriter of the Notes nor its respective affiliates nor any persons acting respectively on behalf of the Underwriter of the Notes or on behalf of its respective affiliates will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirements of Regulation S under the U.S. Securities Act. At or prior to confirmation of sale of the Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect.

The Notes have not been registered under the U.S. 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 by any person referred to in Rule 903(b)(2)(iii), (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of Securities as determined and certified by the Underwriters, except in either case in accordance with Regulation S under the U.S. Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act.

The terms used in this paragraph have the meanings given to them by Regulation S under the U.S. Securities Act.

Republic of Italy

Each of the Underwriters under the Subscription Agreements has represented, warranted and undertaken to the Issuer as follows:

No offer to public

the offering of the Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, no Notes have been or may be offered, sold or delivered, nor may copies of the Prospectus or any other document relating to the Notes be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*) ("**Qualified Investors**"), as defined under Article 34-*ter*, paragraph 1, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation 11971**") and Article 100 of the Consolidated Financial Act; or

(b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under Article 100 of the Consolidated Financial Act and Article 34-*ter*, paragraph 1, of Regulation 11971;

provided that, in any case, the offer or sale of the Senior Notes in Italy shall be effected in accordance with all relevant Italian securities, tax and other applicable laws and regulations;

Offer to professional investors

any offer, sale or delivery of the Notes in the Republic of Italy or distribution of copies of the Prospectus or any other document relating to the Notes in the Republic of Italy under paragraphs (a) and (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Consolidated Financial Act, CONSOB Regulation No. 20307 of 15 February 2018 and the Consolidated Banking Act, as amended;

(ii) in compliance with Article 129 of the Consolidated Banking Act and with the implementing instructions of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the offering or issue of securities in the Republic of Italy; and

(iii) in accordance with any other applicable laws and regulations, including all relevant Italian securities, tax and exchange controls, laws and regulations and any limitations which may be imposed from time to time, inter alia, by CONSOB or the Bank of Italy.

Please note that, in accordance with Article 100-bis of the Consolidated Financial Act, where no exemption under paragraph 4.4.1, letter (a) or (b) above applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Consolidated Financial Act and Regulation 11971. Failure to comply with such rules may result, inter alia, in the sale of the Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by the investors.

The Junior Notes remain subject to the further selling restrictions provided for in the Junior Notes Subscription Agreement.

France

This 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 this Prospectus nor any other offering material relating to the 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.

It has also been represented and agreed in connection with the initial distribution of the Notes that:

(i) there has been and there will be no offer or sale, directly or indirectly, of the Notes to the public in the Republic of France (*an offre au public* as defined in Article L. 411-1 of the French Code monétaire et financier);

(ii) offers and sales of 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 to D. 411-3 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 Notes in the Republic of France will be made on the condition that (i) this Prospectus shall not be circulated or reproduced (in whole or in part) by the Investors and (ii) the Investors undertake not to transfer the 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 has been represented and agreed under the Subscription Agreements 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 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 Notes in, from or otherwise involving the United Kingdom.

General Restrictions

The Issuer and the Noteholders (including the Underwriters as initial holders of the Notes) shall comply with all applicable laws and regulations in each jurisdiction in or which it may offer or sell Notes. Furthermore, there will not be, directly or indirectly, offer, sell or deliver any Notes or distribution or publication of any prospectus, form of application, offering circular (including this 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 Notes in any country where action would be required for such purpose.

Prohibition of sales to EEA Retail Investors

Each of the Underwriters under the Subscription Agreements has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instrument (as amended, "**MiFID II**"); or

  (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

  (iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

In relation to each Member State of the European Economic Area (each, a "**Relevant State**"), there has not been and there will not be an offer of the Notes to the public in that Relevant State other than on the basis of an approved prospectus in conformity with the Prospectus Regulation or:

1. *Qualified investor:* at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

2. *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation; or

3. *Other exempt offers:* at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation.

provided that no such offer of Notes referred to in (1) to (3) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplemented a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Prohibition of sales to UK Retail Investors

Each of the Underwriters under the Subscription Agreements has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom ("**UK**").

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

 (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or

 (ii) a customer within the meaning of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the EUWA; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

GENERAL INFORMATION

1. Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The issue of the Notes was authorised by the Issuer through the resolution of the Sole Quotaholder passed on 24 May 2023.

2. Listing and admission to trading

Application has been made for the Senior Notes and the Mezzanine Notes to be traded on the regulated market of the Euronext Dublin ("**Euronext Dublin**"). The Class J Notes are not expected to be listed not traded on a regulated market.

3. No material litigation

The Issuer is not involved in any litigation, arbitration, administrative or governmental proceeding which may have, or have had, during the twelve months preceding the date of this Prospectus, a significant effect on the financial position or profitability of the Issuer nor, as far as the Issuer is aware, are any such proceedings pending or threatened.

4. No material adverse change

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation.

5. No borrowing or indebtedness

Save as set out in section "*Summary of Principal Documents*" in this Prospectus, the Issuer, as of the Issue Date, has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages, charges or given any guarantees.

6. Financial statements

The Issuer will produce audited financial statements in respect of each financial year and will not produce interim financial statements. Copies of these documents are promptly deposited after their approval at the specified office of the Corporate Services Provider, where such documents are available for inspection and where copies of such documents may be obtained free of charge upon request during usual business hours.

The Issuer's registered office is at Via V. Alfieri 1, 31015 Conegliano (TV), Italy and its telephone number is +39 0438360926.

7. Clearing of the Notes

The Class A1 Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream with the following ISIN, CFI, FISN and Common Code:

ISIN: **IT0005548919**

CFI: **DAVNBB**

FISN: **ALBA 13 SPV/TV ABS 20421229 SEN**

Common Code: **264325897**

The Class A2 Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream with the following ISIN, CFI, FISN and Common Code:

ISIN: **IT0005548927**

CFI: **DAVNBB**

FISN: **ALBA 13 SPV/TV ABS 20421229 SEN**

Common Code: **264326206**

The Class B Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream with the following ISIN, CFI, FISN and Common Code:

ISIN: **IT0005548935**

CFI: **DAVOBB**

FISN: **ALBA 13 SPV/TV ABS 20421229 MEZ**

Common Code: **264325951**

The Class J Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream with the following ISINs and Common Code:

ISIN: **IT0005548943**

CFI: **DAVQBB**

FISN: **ALBA 13 SPV/TV ABS 20421229 JUN**

Common Code: **264326095**

The Notes of each Class shall be freely transferable, subject to the selling restrictions described in the section headed "*Selling Restrictions*".

8. Documents available for inspection

As long as the Senior Notes and the Mezzanine Notes are outstanding, copies of the following documents may be inspected by Noteholders, potential investors and competent authorities referred to in Article 29 of the Securitisation Regulation and obtained free of charge during usual business hours upon reasonable notice at the registered office of the Issuer and the Representative of the Noteholders and at the Specified Office of the Paying Agent at any time after the date of this Prospectus and will be generally available, as the case may be, through the Securitisation Repository (at the latest 15 days after the Issue Date):

(i) the by-laws ("*statuto*") and deed of incorporation ("*atto costitutivo*") of the Issuer;

(ii) the financial statements of the Issuer approved from time to time;

(iii) a copy of this Prospectus;

(iv) the following agreements:

- (a) the Master Transfer Agreement (and the relevant Deeds of Transfer);
- (b) the Servicing Agreement;
- (c) the Back-Up Servicing Agreement;
- (d) the Intercreditor Agreement;
- (e) the Cash Allocation, Management and Payment Agreement;
- (f) the Corporate Services Agreement;
- (g) the Quotaholder Agreement;
- (h) the Stichting Corporate Services Agreement;
- (i) the Master Definitions Agreement;
- (j) the Letter of Undertaking;
- (k) the Master Amendment Agreement; and

(v) the STS Notification.

The documents listed under points (i), (ii), (iii), (iv) and (v) above will be published on the following website:

(a) the documents listed under point (i) above will be published on the following website https://www.securitisation-services.com/it/files/Report/DOC_PUBBLICI/Alba_13_SPV_Srl/Alba%2013_Deed%20of%20incorporation%20-%20AoA.pdf and also on the following website https://dealdocs.eurodw.eu/lessit000432500120220/; and

(b) the documents listed under points (ii), (iii), (iv) and (v) above will be published on the following website https://dealdocs.eurodw.eu/lessit000432500120220/.

Furthermore, a copy of this Prospectus will be published also on the website of the Euronext Dublin (https://www.euronext.com/it/markets/dublin).

The Prospectus and the other Transaction Documents listed under point (iv) above constitute all the underlying documents that are essential for understanding the Securitisation and include, but are not limited to, each of the documents referred to in point (b) of Article 7, paragraph 1, of the Securitisation Regulation. The first contact point for investors and competent authorities shall be the Originator.

9. Post-issuance information

As long as any of the Senior Notes or the Mezzanine Notes remains outstanding, the Issuer will provide the post-issuance information described in this paragraph 9.

Copies of the Payments Reports and of the Investors Report shall be made available for collection at the registered offices of the Corporate Services Provider. The first Investors Report will be available at the registered office of the Corporate Services Provider on or about the Investors Report Date immediately succeeding the First Payment Date. The Investors Report will be produced quarterly and will contain details of amounts paid on the Payment Date to which it refers in accordance with the Priority of Payments, including the amount payable as principal and interest in respect of each Senior Note and the Mezzanine Notes.

Copies of the Regulatory Investor Report shall be made available, together with the Loan Tape, by the Originator on the Securitisation Repository, within the Sec Reg Report Date.

Copies of the Inside Information and Significant Event Report shall be made available by the Originator on the Securitisation Repository, within the Sec Reg Report Date and in any case also without delay upon the occurrence of any significant event relating to the Securitisation or the awareness of any inside information.

Copies of the Loan Tape shall be made available, together with the Regulatory Investor Report, by the Reporting Entity on the Securitisation Repository within each Sec Reg Report Date.

The following information shall be made available on the Securitisation Repository, upon occurrence: any information which from time to time may be deemed necessary under Articles 5, 6 and 7 of the Securitisation Regulation in accordance with the market practice (including, any amendment or supplement of the Transaction Documents and the Prospectus, the STS notification pursuant to Article 27(1) of the Securitisation Regulation, the relevant notice in case the Securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions, the underwriting standards in accordance to which the Receivables were originated, any request of consent received by the Representative of the Noteholders and Written Resolutions, any information on the delivery of any Trigger Notice, any amendment to the structure of the Securitisation which may negatively affect the interest of the Noteholders, information on any other event which may trigger a change in the applicable Priority of Payments or the replacement of any Agents; any material breach of the obligations provided for in the Transaction Documents including any remedy, waiver or consent subsequently provided in relation to such a breach, and information on the material net economic interest (of not less than 5%) in the Securitisation maintained by the Originator in accordance with option (1)(a) of Article 405, option 3(a) of Article 6 of the Securitisation Regulation, Article 6(1)(3)(a) of the UK Securitisation Regulation (as in effect as at the Issue Date), option (1)(a) of Article 51 and option 2(a) of Article 254 (or any permitted alternative method thereafter).

10. Pre-pricing information

As to pre-pricing information, and in order to comply with the transparency requirements provided for by Article 22 of the Securitisation Regulation, the Originator has made available:

(a) the following documents (also in draft form):

(i) Master Transfer Agreement (and the relevant Deeds of Transfer);

(ii) Servicing Agreement;

(iii) Corporate Services Agreement;

(iv) Intercreditor Agreement;

(v) Cash Allocation, Management and Payment Agreement;

(vi) Back-Up Servicing Agreement;

(vii) Letter of Undertaking;

(viii) Quotaholder Agreement;

(ix) Stichting Corporate Services Agreement;

(x) Conditions;

(xi) Master Definitions Agreement;

(xii) Master Amendment Agreement;

(xiii) this Prospectus;

(b) the data on static and dynamic historical default performance relating to the five years period in respect of receivables substantially similar to the Receivables;

(c) a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer;

(d) all other pre-pricing information to be made available, before pricing, pursuant to Article 7, paragraph 1, letters (a), (b) and (d), of the Securitisation Regulation.

Pre-pricing information required under Article 7, paragraph 1, points (a), (b) and (d) of the Securitisation Regulation will be in any case made available by the Originator on the Securitisation Repository.

11. Fees and expenses

The estimated total expenses payable in connection with the admission of the Senior Notes and of the Mezzanine Notes to the official list of the Euronext Dublin and trading on its regulated market amount to approximately Euro 10,000 (excluding application of VAT, if any) and will be borne by the Originator.

The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 145,000 (excluding servicing fees and any VAT, if applicable).

12. Language

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.

13. Information available in the internet web sites

The websites referred to in this Prospectus and the information contained in such web-sites do not form part of this Prospectus. Neither the Issuer nor any of the parties listed under this prospectus take responsibility for the further information available in the websites referred to in this Prospectus.

14. Home Member State for the purpose of the Transparency Directive

The Issuer will elect Ireland as Home Member State for the purpose of the Transparency Directive.

15. Identification code on the Securitisation Repository

The identification code of the Securitisation on the Securitisation Repository is the following: LESSIT000432500120220.

16. LEI code

The LEI code of the Issuer is the following: 815600B6E0BDBB99B088.

GLOSSARY

"**Account**" means any of the Eligible Accounts, the Quota Capital Account and the Expenses Account, and "**Accounts**" means any of them.

"**Account Bank**" means BNP Paribas, Italian Branch.

"**Agents**" means the Paying Agent, the Calculation Agent, the Account Bank and the Cash Manager, and "**Agent**" means each of them.

"**Aggregate Portfolio**" means the following Receivables:

(i) the Receivables comprised in the Initial Portfolio; *plus*

(ii) the Receivables comprised in the First Subsequent Portfolio; *plus*

(iii) the Receivables comprised in the Second Subsequent Portfolio; *less*

(iv) the Repurchased Receivables.

"**Agreed Prepayment**" means a portion of the Prepayment Amount agreed between the Originator and the Lessee upon the early termination of a Lease Contract, provided that any such early termination is subject to the prior consent of the Originator and that the Agreed Prepayments shall be an amount at least equal to the Balance of the Outstanding Amount as at the date of the early termination of the relevant Lease Contract.

"**Alba 13 SPV**" means Alba 13 SPV S.r.l..

"**Alba Leasing**" means Alba Leasing S.p.A..

"**Aggregate Portfolio Call Option**" has the meaning ascribed to it under clause 26.1 (*Diritto di Opzione*) of the Master Transfer Agreement.

"**Applicable Law**" means any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any Party.

"**Asset**" means any real estate asset, registered and unregistered movable properties leased under a Lease Contract.

"**Authorised Person**" means any person who is designated in writing by the Issuer from time to time to give Instructions to the Agents under the terms of the Intercreditor Agreement.

"**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

"**Back-Up Servicer**" means Banca Finanziaria Internazionale S.p.A. or any other entity acting as back-up servicer pursuant to the Back-Up Servicing Agreement from time to time.

"**Back-Up Servicing Agreement**" means the back-up servicing agreement entered into on 22 June 2023 between Alba Leasing, the Issuer, the Back-Up Servicer and the Sub-Back-Up Servicers, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Back-Up Servicing Event**" means each of the events provided by clause 2 (*Nomina del Back-Up Servicer*) of the Back-Up Servicing Agreement.

"**Balance of the Outstanding Amount**" means, in respect to a certain date and to each Receivable, an amount equal to the Outstanding Principal, plus the Instalments unpaid and accrued, plus any relevant penalties.

"**Bank of Italy Circular No. 217/1996**" means the circular of Bank of Italy No. 217 of 5 August 1996 including the manual for the drafting of supervisory reports with respect to financial intermediaries, as subsequently amended and supplemented.

"**Bank of Italy Supervisory Regulations**" means the Supervisory Regulations for the Banks and/or the Supervisory Regulations for Financial Intermediaries, as the case may be.

"**Banca Akros**" means Banca Akros S.p.A..

"**Banca Finint**" means Banca Finanziaria Internazionale S.p.A..

"**Business Day**" means **(A)** with reference to and for the purposes of any payment obligation, indexation and fixing provided for under the Transaction Documents, a TARGET Day and **(B)** with reference to any other provision specified under the Transaction Documents, any TARGET Day on which banks are generally open for business in Milan, Luxembourg, Dublin and London (excluding for the sake of clarity Saturdays and Sundays).

"**Calculation Agent**" means Banca Finint or any other entity acting as calculation agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Cancellation Date**" means the earlier of:

(a) the date on which the Notes have been redeemed in full; and

(b) the date on which the Representative of the Noteholders has certified to the Issuer and the Noteholders that, in its sole and reasonable opinion, there are no more Issuer Available Funds to be distributed as a result of the Issuer having no additional amount or asset relating to the Aggregate Portfolio. Any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled on such date; and

(c) the Final Maturity Date.

"**Cash Allocation, Management and Payment Agreement**" means the cash allocation, management and payment agreement entered into on 22 June 2023 between, *inter alios*, the Issuer, the Calculation Agent, the Account Bank, the Paying Agent, the Cash Manager, the Originator, the Servicer, the Back-Up Servicer, the Corporate Services Provider and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means Alba Leasing S.p.A. or any other entity acting as cash manager pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Cash Trapping Condition**" means, with reference to each Payment Date prior to the service of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio exceeds, as the immediately preceding Quarterly Settlement Date, the percentages set out in the percentage column below against the corresponding Payment Date:

Payment Date falling on	**%**
September 2023	3.25%
December 2023	3.25%
March 2024	3.75%
June 2024	4.50%
September 2024	5.00%
December 2024	6.00%
March 2025	6.50%
June 2025	6.50%
September 2025	7.50%
Thereafter	7.50%

Upon occurrence of a Cash Trapping Condition, the Issuer Available Funds available after payments of items (i) to (xi) of the Pre-Enforcement Priority of Payments will be provisioned into the Payments Accounts and shall form part of the Issuer Available Funds to be applied on any succeeding Payment Dates.

"**Central Bank**" means the Central Bank of Ireland.

"**Class**" shall be a reference to a class of Notes, being the Senior Notes, the Mezzanine Notes and the Junior Notes and "**Classes**" shall be construed accordingly.

"**Class A Noteholder**" mean any Senior Noteholder.

"**Class A Notes**" or "**Senior Notes**" means, collectively, the Class A1 Notes and the Class A2 Notes.

"**Class A Notes Warehouse**" or "**Senior Notes Warehouse**" means the *Up to Euro 965,000,000 Class A Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508988 issued by the Issuer on the Issue Date Warehouse in the context of the Warehouse Phase of the Securitisation.

"**Class A Principal Payment**" means jointly the Class A1 Principal Payment and the Class A2 Principal Payment.

"**Class A1 Noteholders**" means the ultimate owners of the Class A1 Notes, each a "**Class A1 Noteholder**".

"**Class A1 Notes**" means the Euro 522,600,000 Class A1 Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class A1 Notes Underwriter**" means Alba Leasing acting as Class A1 Notes underwriter.

"**Class A1 Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A1 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A1 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class A2 Noteholders**" means the ultimate owners of the Class A2 Notes, each a "**Class A2 Noteholder**".

"**Class A2 Notes**" means the Euro 263,100,000 Class A2 Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class A2 Notes Underwriter**" means Alba Leasing acting as Class A2 Notes underwriter.

"**Class A2 Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A1 Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class A2 Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class A2 Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class B Noteholders**" means the ultimate owners of the Class B Notes, each a "**Class B Noteholder**".

"**Class B Notes**" or "**Mezzanine Notes**" means the Euro 267,600,000 Class B Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class B Notes Interest Subordination Event**" means, with reference to each Payment Date before the delivery of a Trigger Notice, the event occurring when the Gross Cumulative Default Ratio as at the immediately preceding Quarterly Settlement Date exceeds 35%, provided that no Class B Notes Interest Subordination Event shall be deemed to have occurred if the Class B Notes are the Most Senior Class of Notes outstanding. Upon occurrence of a Class B Notes Interest Subordination Event, payment of Interest Amounts due on the Class B Notes shall be subordinated to the payment of principal on the Class A Notes in accordance with the Pre-Enforcement Priority of Payments.

"**Class B Notes Underwriter**" or "**Mezzanine Notes Underwriter**" means Alba Leasing acting as Class B Notes underwriter.

"**Class B Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class B Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class B Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Class J Noteholders**" means the ultimate owners of the Class J Notes, each a "**Class J Noteholder**".

"**Class J Notes**" or "**Junior Notes**" means the Euro 196,407,000 Class J Asset-Backed Floating Rate Notes due December 2042 issued on the Issue Date.

"**Class J Notes Underwriter**" or "**Junior Notes Underwriter**" means Alba Leasing acting as Class J Notes underwriter.

"**Class J Notes Warehouse**" or "**Junior Notes Warehouse**" means the *Up to Euro 352,100,000 Class J Asset-Backed Floating Rate Notes due June 2044* - ISIN code IT0005508996 issued by the Issuer on the Issue Date Warehouse in the context of the Warehouse Phase of the Securitisation.

"**Class J Principal Payment**" means, with reference to each Payment Date, prior to the delivery of a Trigger Notice, an amount equal to the lower of (a) the Target Amortisation Amount on such Payment Date less the Class A Principal Payment and the Class B Principal Payment, (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the payment of principal on the Class J Notes in accordance with the Pre-Enforcement Priority of Payments, and (c) the Principal Amount Outstanding of the Class J Notes on such Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments).

"**Clearstream**" means Clearstream Banking, société anonyme with registered office at 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral Aggregate Portfolio**" means, on any given date, all the Receivables arising from Lease Contracts that are not, as of such date, Defaulted Lease Contracts.

"**Collection Account**" *(Conto Incassi)* means the Euro denominated account opened with the Account Bank with IBAN **IT87S0347901600000802636100**, or any other Euro denominated account opened with any Eligible Institution, in accordance with the Cash Allocation, Management and Payment Agreement, to which all the Collections and Recoveries made and the Indemnities paid in respect of the Aggregate Portfolio will be credited, in accordance with the Servicing Agreement.

"**Collections**" means any amount received in respect of the Receivables comprised in the Aggregate Portfolio (including, but not limited to, any amount received from any guarantee fund and/or third party under the law applicable from time to time) during each Quarterly Settlement Period except any amount received as Recoveries.

"**Common Criteria**" means the common criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part I (*Criteri Comuni*) of the Master Transfer Agreement.

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

"**Consolidated Banking Act**" means Legislative Decree No. 385 of 1 September 1993, as subsequently amended and implemented from time to time.

"**Consolidated Financial Act**" means Legislative Decree No. 58 of 24 February 1998, as subsequently amended and implemented from time to time.

"**Contractual Interest Rate**" means the interest rate provided in each Lease Contract, as subsequently amended or renegotiated by the Originator with the relevant Lessee.

"**Corporate Services Agreement**" means the corporate services agreement entered into on 5 September 2022 between the Issuer, the Corporate Services Provider, the Servicer and the Representative of the Noteholders, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Corporate Services Provider**" means Banca Finint or any other entity acting as corporate services provider pursuant to the Corporate Services Agreement from time to time.

"**CRA Regulation**" means the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time.

"**Credit and Collection Policies**" *(Procedure di Concessione e Riscossione)* means the documents setting forth the procedures for the collection and recovery of the Receivables annexed to the Servicing Agreement.

"**Criteria**" means, collectively, **(i)** the Common Criteria and **(ii)** with respect to the Initial Portfolio, the Initial Portfolio Specific Criteria or, with respect to any Subsequent Portfolio, the relevant Subsequent Portfolio Specific Criteria.

"**CRR**" means the Regulation (EU) 2013/575 of the European Parliament and of the Council of 26 June 2013 relating to the prudential requirements for credit institutions, as amended and supplemented from time to time, including pursuant to Regulation (EU) 2017/2401.

"**DBRS**" means (i) for the purpose of identifying which DBRS entity which has assigned the credit rating to the Class A1 Notes, Class A2 Notes and Class B Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the CRA Regulation, as it appears from the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website, or any other applicable regulation.

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

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or Standard & Poor's Ratings Services:

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

“**DBRS Minimum Rating**” means:

(a) if a public long term senior debt rating by Fitch Ratings Limited (“**Fitch**”), a public long term senior debt rating by Moody’s and a public long term senior debt rating by Standard & Poor’s Ratings Services (“**S&P Rating Services**”) in respect of the Eligible Investment or the Eligible Institution are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such public long term rating remaining after disregarding the highest and lowest of such public long term ratings from such rating agencies (provided that (i) if such public long term rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below, and (ii) if more than one public long term rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such public long term ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but public long term senior debt ratings by any two of Fitch, Moody’s and S&P Rating Services are available at such date, the DBRS Equivalent Rating of the lower such public long term rating (provided that if such public long term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below);

(c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but public long term senior debt ratings by any one of Fitch, Moody’s and S&P Rating Services are available at such date, then the DBRS Equivalent Rating will be such public long term rating (provided that if such public long term rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

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

“**Debt Service Reserve Account**” means the Euro denominated account with IBAN **IT41U0347901600000802636102** which will be held with the Account Bank or any other account held with an Eligible Institution for the deposit of the Debt Service Reserve Amount in accordance with the Cash Allocation, Management and Payment Agreement.

“**Debt Service Reserve Amount**” means:

(A) on the Issue Date, an amount equal to Euro 10,533,000;

(B) with respect to any other Payment Date until, but excluding, the Release Date, an amount equal to the higher between (i) the initial Principal Amount Outstanding as of the Issue Date of the Rated Notes multiplied by 0.50% and (ii) the Principal Amount Outstanding of the Rated Notes as of the relevant Payment Date (prior to any payment being made on such Payment Date in accordance with the Pre-Enforcement Priority of Payments) multiplied by 1%; and

(C) on the Release Date and on any Payment Date falling thereafter, 0 (zero).

"**Debtor**" means the Lessee or any other person or entity liable for payment in respect of a Receivable.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree No. 239.

"**Decree No. 239**" means Italian Legislative Decree No. 239 of 1 April 1996, as amended and supplemented from time to time and any related regulations.

"**Deeds of Transfer**" means, with reference to each Subsequent Portfolio, the relevant deeds of transfer executed between the Issuer and the Originator in accordance with the provisions of the Master Transfer Agreement.

"**Defaulted Instalment**" means any Instalment which remains unpaid for more than 180 days after the date on which for payment thereof is due under the relevant Lease Contract or which arises from a Lease Contract which has been classified as Non-Performing or from a Lease Contract which has been classified as Unlikely to Pay or from a Lease Contract which has been classified as Due and Impaired 180.

"**Defaulted Lease Contract**" means (a) (i) a Lease Contract classified as "Non-performing exposure past due and impaired 180" or (ii) a Lease Contract classified as Sofferenza or (iii) a Lease Contract classified as Unlikely to Pay or (b) a Lease Contract with respect to which there is at least one Instalment which remains unpaid for more than 180 days after the date on which payment thereof is due under the relevant Lease Contract and a number of Delinquent Instalments equal to or higher than (i) 6 (six) in relation to Lease Contracts which provide for monthly payments; (ii) 3 (three) in relation to Lease Contracts which provide for two-month payments; (iii) 2 (two) in relation to Lease Contracts which provide quarterly payments; (iv) 2 (two) in relation to Lease Contracts which provide for four-monthly payments; or (v) 1 (one) in relation to Lease Contracts which provide for semi-annual payments.

"**Defaulted Receivables**" means the Receivables which arise from Defaulted Lease Contracts, and "**Defaulted Receivable**" means each of them.

"**Deferred Purchase Price**" means the second portion, if any, of the Purchase Price, deferred and due by the Issuer in respect of the Aggregate Portfolio being equal to the difference (if positive), on each Payments Report Date with reference to the immediately following Payment Date, between:

(a) the Issuer Available Funds; and

(b) the sum of any amount due and payable on such Payment Date by the Issuer out of the Issuer Available Funds in priority to the Deferred Purchase Price in accordance with the applicable Priority of Payments.

"**Delinquent Instalment**" means, in respect of any Receivables, any Instalment which remains unpaid by the related Lessee for more than 30 days after the date on which payment thereof is due under the relevant Lease Contract and which is not a Defaulted Instalment.

"**Delinquent Lease Contract**" means a Lease Contract with respect to which there is one or more Delinquent Instalment(s) but which is not a Defaulted Lease Contract.

"**DK Guarantees**" means any guarantee issued by a bank in favour of the Originator (a) to secure the payment of the amount due by a Lessee under the relevant Leasing Contract, and (b) qualified by the Originator as "DK Guarantee" (and such qualification has been notified to the Issuer).

"**EBA**" means the European Banking Authority established by Regulation (EU) No. 1093/2010 of the European Parliament and of the Council of 24 November 2010, amending Decision No. 716/2009/EC and repealing Commission Decision 2009/78/EC.

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

"**Eligible Account**" means each of the Collection Account, the Debt Service Reserve Account, the Payments Account and the Investment Account, and "**Eligible Accounts**" means all of them.

"**Eligible Institution**" means any depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States:

(a) whose deposit rating is at least "Baa2" by Moody's, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose deposit rating is at least "Baa2" by Moody's; and

(b) whose long-term unsecured, unsubordinated and unguaranteed debt obligations, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least (x) in case the institution has a DBRS Critical Obligations Rating (COR), "A" with respect to the higher of (i) the rating one notch below the relevant institution's DBRS Critical Obligations Rating (COR); and (ii) the long-term debt, public or private, rating by DBRS; or (y) in case the institution does not have a DBRS Critical Obligations Rating (COR), "A" with respect to the long-term debt, public or private, rating by DBRS; or (z) if there is no such public or private rating by DBRS, "A" with respect to the DBRS Minimum Rating; and

(c) whose long-term and short-term unsecured, unsubordinated and unguaranteed debt obligations, or whose obligations under the Transaction Documents to which it is a party are guaranteed (on the basis of an unconditional, irrevocable, independent first-demand guarantee and provided that such guarantee complies with the applicable Rating Agencies criteria) by a depository institution organised under the laws of any State which is a member of the European Union, the United Kingdom or of the United States whose long-term and short term unsecured, unsubordinated and unguaranteed debt obligations are rated at least, respectively, "BBB" and "S-

2" by Scope, provided that a rating by Scope is (a) the public rating ("Issuer Credit-Strength Rating") assigned by Scope or, if there is no public Scope rating, (b) the private rating assigned by Scope.

"**Eligible Investments**" means:

(a) euro-denominated money market funds which have a long-term rating of "Aaamf" by Moody's and, if rated by DBRS, "AAA" by DBRS and permit daily liquidation of investments or have a maturity date falling before the next following Eligible Investments Maturity Date provided that such money market funds are disposable without penalty or loss for the Issuer;

(b) euro-denominated senior, unsubordinated debt securities, commercial papers, deposits (including, for the avoidance of doubt, time deposits) or other debt instruments provided that (i) such investments are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investments Maturity Date; and (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

(c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer, (ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss for the Issuer or have a maturity date falling on or before the next following Eligible Investments Maturity Date and (iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount);

provided that with exclusive regard to paragraphs (b) and (c) above, the relevant investments or, in the case of repurchase transactions, the debt securities or other debt instruments underlying the relevant repurchase transaction are issued or held by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least:

(i) "A3" by Moody's in respect of long-term debt or such other lower rating being compliant with the criteria established by Moody's from time to time; and

(ii) (A) "R-1 (low)" by DBRS in respect of short-term debt or "A" by DBRS in respect of long-term debt, with regard to investments having a maturity of less than one month; (B) "R-1 (middle)" by DBRS in respect of short-term debt or "AA (low)" by DBRS in respect of long-term debt, with regard to investments having a maturity between one and three months; (C) "R-1 (high)" by DBRS in respect of short-term debt or "AA" by DBRS in respect of long-term debt, with regard to investments having a maturity between three and six months; or (D) such other rating as acceptable to DBRS from time to time; provided that a rating by DBRS is (a) the public rating assigned by DBRS or, if there is no public DBRS rating, (b) the private rating assigned by DBRS. In the event of debt securities or other debt instruments issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution which does not have a private rating nor a public rating from DBRS, then the minimum rating requirements of the relevant debt instrument for DBRS will be defined having reference to the DBRS Minimum Rating;

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

"**Eligible Investment Maturity Date**" means the Business Day prior to each Payments Report Date.

"**ESMA**" means the European Securities and Markets Authority established by Regulation (EU) No. 1095/2010 of the European Parliament and of the Council of 24 November 2010, amending Decision No. 716/2009/EC and repealing Commission Decision 2009/77/EC.

"**EURIBOR**" means at or about 11:00 a.m. (Brussels time) on the Interest Determination Date:

(a) the Euro Interbank Offered Rate for three months Euro deposit (except in respect of the Initial Interest Period, where an interpolated interest rate based on interest rates for 3 (three) months and 6 (six) months deposits in Euro will be substituted for EURIBOR) which appears on the display page designated EURIBOR 01 on Thomson Reuters; or

(b) in the case of (a), EURIBOR shall be determined by reference to such other page as may replace the relevant Thomson Reuters page on that service for the purpose of displaying such information; or

(c) in the case of (a), EURIBOR shall be determined, if the Thomson Reuters service ceases to display such information, by reference to such page as displays such information on such other service as may be nominated information vendor for the purpose of displaying comparable rates and approved by the Representative of the Noteholders,

(the rate determined in accordance with paragraphs (a) to (c) above being the "**Screen Rate**" or, in the case of the Initial Interest Period, the "**Additional Screen Rate**"); and

(d) if the Screen Rate (or, in the case of the Initial Interest Period, the Additional Screen Rate) is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period shall be:

   (i) the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Paying Agent by each of the Reference Banks as the rate at which deposits in Euro for 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 Interest Determination Date; or

(ii) if only two of the Reference Banks provide such offered quotations to the Paying Agent, the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Bank providing such quotations; or

(iii) if only one or none of the Reference Banks provides the Paying Agent with such an offered quotation, the relevant rate shall be the rate in effect for the immediately preceding period to which subparagraph (a) above shall have applied; and

(e) if such rate is also unavailable at such time for Euro deposits, then the rate for the relevant Interest Period shall be calculated pursuant to Condition 7.9 (*Fallback Provisions*).

"**Euro**", "**€**" and "**cents**" refer to the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended from time to time.

"**Euroclear**" means Euroclear Bank S.A./N.V. with registered office at 1 Boulevard du Roi Albert II, B - 1210 Brussels, as operator of the Euroclear System.

"**European Union Insolvency Regulation**" means the Regulation (UE) 2015/848 of 20 May 2015, as amended and supplemented from time to time.

"**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 amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

"**Excess Indemnity Amount**" means the excess indemnity amount to be paid by the Issuer to the Originator in accordance with clause 15 (*Importi recuperati in relazione ai crediti a seguito di azioni esecutive*) of the Servicing Agreement.

"**Expenses**" means any documented fees, costs and expenses required to be paid to any third party creditor (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Transaction, and any other documented costs and expenses required to be paid in order to preserve the existence of the Issuer or to maintain it in good standing, or to comply with applicable legislation.

"**Expenses Account**" means the Euro denominated account opened with Banca Finanziaria Internazionale S.p.A., with IBAN **IT60V0326661620000014115877** or any other account opened in accordance with the Cash Allocation, Management and Payment Agreement.

"**Extraordinary Payment Date**" means the 15th Local Business Day after the delivery from the Originator of the notice relating to the exercise of the Portfolio Call Option in accordance with clause 26 (*Diritto di Opzione di Riacquisto sulla totalità dei Crediti e Diritto di Prelazione*) of the Master Transfer Agreement.

"**Extraordinary Payments Report Date**" means the 7th Local Business Day before the Extraordinary Payment Date.

"**Extraordinary Quarterly Settlement Date**" means the last calendar day of the month immediately preceding the Extraordinary Payment Date.

"**Extraordinary Resolution**" means a resolution passed at a Meeting of the relevant Noteholders, duly convened and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders, by a majority of not less than three quarters of the votes cast.

"**Extraordinary Resolution of the Most Senior Class of Notes**" means a resolution passed at a joint Meeting of the holders of the Most Senior Class of Notes, duly convened and held in accordance with the provisions contained in the Rules to resolve on the objects set out in Article 18 of the Rules.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code, any related regulation and any official interpretation;

(b) any treaty, law or regulation of any other jurisdiction or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Withholding**" means a deduction or withholding from a payment under the Notes required by FATCA.

"**Final Maturity Date**" means the Payment Date falling in December 2042.

"**First Payment Date**" means the Payment Date falling on 27 September 2023.

"**First Quarterly Settlement Date**" means the day falling on 31 August 2023.

"**First Subsequent Portfolio**" means the first subsequent portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) during the Ramp-Up Period pursuant to the terms of the Master Transfer Agreement and the relevant Deed of Transfer executed on 5 December 2022.

"**Floating Rate Lease Contracts**" means the Lease Contracts which provide for floating interest rate.

"**Formalities**" means jointly (i) the publication of the notice of the assignment of the Receivables in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) and (ii) the registration of such notice with the competent companies' register.

"**Further Securitisation**" means any further securitisation transaction which may be carried out by the Issuer pursuant to the Securitisation Law and in accordance with Condition 5.3 (*Further Securitisations*).

"**GDPR**" means the "*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC*", as amended and supplemented from time to time.

"**Gross Cumulative Default Ratio**" means on each Quarterly Settlement Date the ratio between: **(a)** the aggregate of the Outstanding Amount (as of the date on which the relevant Lease Contract have become Defaulted Lease Contract) related to all the Receivables comprised in the Initial Portfolio and the Subsequent Portfolios arising from Lease Contracts which have become Defaulted Lease Contracts in the period starting from the Relevant Cut-Off Date (excluded) and ending on such Quarterly Settlement Date (included); and **(b)** the aggregate of the Outstanding Principal of the Receivables comprised in the Aggregate Portfolio as at the Relevant Cut-Off Date.

"**Guarantor**" means any person, other than the Debtor, who has granted a guarantee in favor of the Originator as collateral for the Receivables, and / or any of its successors.

"**Homogeneity RTS**" means the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing the Securitisation Regulation with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation.

"**Indemnified Person**" has the meaning ascribed to such term under clause 10.1 (*Issuer's indemnification undertaking*) of the Senior Notes Subscription Agreement.

"**Indemnities**" means the "*Indennizzi da Perdita*" and the "*Indennizzi da Polizze*", each term as defined in the Master Definitions Agreement.

"**Index Rate**" means the base component of the interest rate applicable to each Floating Rate Lease Contract.

"**Individual Purchase Price**" means the individual purchase price of each Receivable equal to, in relation to such Receivable, (i) the Initial Purchase Price, plus (ii) if due, the Purchase Price of the Residual Optional Instalment.

"**Industry**" means the economic industry (identified by the group of RAE code (*codice di ramo di attività economica*), in which the relevant Debtor carries its business activity.

"**Initial Interest Period**" means the Interest Period that shall begin, in relation to each Class of Notes, on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Portfolio**" means the initial portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) on 5 September 2022 pursuant to the terms of the Master Transfer Agreement.

"**Initial Portfolio Specific Criteria**" means the further criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part II (*Criteri Specifici del Portafoglio Iniziale*) of the Master Transfer Agreement for the selection of the Initial Portfolio.

"**Initial Purchase Price**" means the initial portion of the Purchase Price paid in respect of the Receivables comprised in the Initial Portfolio and each Subsequent Portfolio, equal to the Outstanding Principal of such Receivables as calculated at the relevant Valuation Date and being an amount equal to:

(i) in respect of the Initial Portfolio, Euro 891,348,911.29;

(ii) in respect of the First Subsequent Portfolio, Euro 287,336,758.49; and

(iii) in respect of the Second Subsequent Portfolio, Euro 211,443,578.15.

"**Insolvency Event**" means in respect of any company or corporation that:

(a) such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition with creditors or insolvent reorganisation (including, without limitation, "*fallimento*", "*liquidazione giudiziale*" "*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 any jurisdiction in which such company or corporation is deemed to carry on business including the seeking of liquidation, winding-up, insolvent reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento* or similar procedure having a similar effect (other than in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the reasonable opinion of the Representative of the Noteholders, such proceedings are being disputed in good faith with a reasonable prospect of success; or

(b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the reasonable opinion of the Representative of the Noteholders, the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(c) such company or corporation takes any action for a re-adjustment of deferment of a substantial part of its obligations or makes a general assignment or a general arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of a substantial part of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments (other than, in respect of the Issuer, the issuance of a resolution pursuant to Article 74 of the Consolidated Banking Act); or

(d) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation, merger, corporate reorganisation or reconstruction) or any of the events under Article 2484 of the Italian Civil Code occurs with respect to such company or corporation.

"**Insolvency Proceeding**" means any applicable bankruptcy, liquidation, administration, insolvency, composition or insolvent reorganisation (including, without limitation, "*fallimento*", "*liquidazione coatta amministrativa*", "*concordato preventivo*", "*concordato fallimentare*", "*amministrazione straordinaria*", "*amministrazione straordinaria delle grandi imprese in stato di insolvenza*" and "*accordi di ristrutturazione*" each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy.

"**Instalment**" means each periodic lease instalment (excluding in any case the Residual Optional Instalment) due from Lessees under the Lease Contracts (net of VAT) the Receivables of which have been assigned under the terms of the Master Transfer Agreement.

"**Instructions**" means any written notices, written directions or written instructions received by the Agents in accordance with the provisions of the Intercreditor Agreement from an Authorised Person or from a person reasonably believed by the Agents to be an Authorised Person.

"**Insurance Policy**" means any insurance policies executed by a Debtor or by the Originator with respect to, or as condition of, a Lease Contract, including, without limitation, the policies for the coverage of the risks regarding the Assets.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on 22 June 2023 between the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Amount**" means the Euro amount accrued on the Notes in respect of each Interest Period, calculated according to Condition 7.3 (*Interest - Determination of the Rate of Interest and Calculation of the Interest Amount*).

"**Interest Determination Date**" means (i) with respect to the Initial Interest Period the date falling two TARGET Days prior to the relevant Issue Date, and (ii) with respect to each subsequent Interest Period, the date falling two TARGET Days prior to the Payment Date at the beginning of such Interest Period.

"**Interest Period**" means (a) the Initial Interest Period, and (b) each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Intesa Sanpaolo**" means Intesa Sanpaolo S.p.A..

"**Investment Account**" means the Euro denominated deposit account and the securities investment account which may be opened by the Issuer with the Investment Account Bank in accordance with the Cash Allocation, Management and Payment Agreement.

"**Investment Account Bank**" means the Eligible Institution to be appointed by the Issuer pursuant to clause 7 (*Investment Account and Investment Services*) of the Cash Allocation, Management and Payment Agreement) with whom the Investment Account may be opened after the Issue Date.

"**Investment Account Bank Report**" means the report setting out the details of the Eligible Investments which shall be delivered by the Investment Account Bank (if any) to the Issuer, the Cash Manager, the Calculation Agent, the Representative of the Noteholders and the Corporate Services Provider, no later than one Business Day prior to each Quarterly Servicer Report Date, or at any time upon request by the Representative of the Noteholders, according to clause 7.12 (*Investment Account Bank Report*) of the Cash Allocation, Management and Payment Agreement.

"**Investment Letter**" means the investment letter that can be delivered by the Cash Manager to the Investment Account Bank, in accordance with clause 7.2 (*Instructions to the Investment Account Bank*) of the Cash Allocation, Management and Payment Agreement, as amended and supplemented from time to time.

"**Investor Report**" means the quarterly report setting out certain information with respect to the Aggregate Portfolio and the Notes which shall be delivered by the Calculation Agent to, *inter alios*, the Issuer, the Representative of the Noteholders, the Servicer, the Paying Agent, the Account Bank, the Cash Manager, the Corporate Services Provider, the Underwriters, the Rating Agencies, the Joint Arrangers and the Originator on each Investor Report Date pursuant to the Cash Allocation, Management and Payment Agreement.

"**Investor Report Date**" means the first Business Day after each Payment Date.

"**Issue Date**" means 27 June 2023, or any other subsequent date agreed in writing among the Issuer, the Senior Notes Underwriters and the Mezzanine Notes Underwriter.

"**Issue Date Warehouse**" means 22 September 2022, as issue date of the Notes Warehouse issued by the Issuer in the context of the Warehouse Phase of the Securitisation.

"**Issue Price**" means 100 per cent. with reference to the Class A1 Notes; 100 per cent. with reference to the Class A2 Notes; 100 per cent. with reference to the Mezzanine Notes; and 100 per cent. with reference to the Junior Notes.

"**Issuer**" means Alba 13 SPV S.r.l..

"**Issuer Available Funds**" means, on each Payment Date, the aggregate amounts (without duplication) of:

(a) all Collections received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account (including, for the avoidance of doubt, penalties, Indemnities and/or the Agreed Prepayments received and any other sums paid by the Lessees pursuant to the relevant Lease Contracts in respect of the Receivables);

(b) all Recoveries received in respect of the immediately preceding Quarterly Settlement Period pursuant to the Servicing Agreement and credited to the Collection Account;

(c) all amounts received by the Issuer from the Originator pursuant to the Master Transfer Agreement or by the Servicer pursuant to the Servicing Agreement during the immediately preceding Quarterly Settlement Period (other than the Collections and the Recoveries) and credited to the Payments Account;

(d) any interest accrued and credited on the Accounts (other than the Expenses Account and the Quota Capital Account) as of the last day of the immediately preceding Quarterly Settlement Period;

(e) any amounts credited into the Debt Service Reserve Account on the Issue Date or, as the case may be, on the immediately preceding Payment Date;

(f) the net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of the Accounts (other than the Expenses Account and the Quota Capital Account) in respect of the Quarterly Settlement Period immediately preceding such Payment Date;

(g) any amount provisioned into the Payments Account on the immediately preceding Payment Date under items (xii) and (xv) of the Pre-Enforcement Priority of Payments;

(h) following delivery of a Trigger Notice or upon exercise of the Optional Redemption or Redemption for Taxation, all proceeds from the sale of the Receivables (also if credited to the Eligible Accounts following the Quarterly Settlement Date immediately preceding such Payment Date);

(i) any other amount received in respect of the Securitisation in respect of the Quarterly Settlement Period immediately preceding such Payment Date, not included in any of the items above (but excluding any amount expressly excluded from the Issuer Available Funds pursuant to any of the items above and below),

but excluding: (i) any Residual Optional Instalment collected by the Issuer in the immediately preceding Quarterly Settlement Period and (ii) any Excess Indemnity Amount.

"**Issuer's Rights**" means any and all the Issuer's rights and powers under the Transaction Documents.

"**Italian Bankruptcy Law**" means the Italian Royal Decree No. 267 of 16 March 1942 (*Disciplina del fallimento, del concordato preventivo, dell'amministrazione controllata e della liquidazione coatta amministrativa*) and, starting from the date on which has entered into in force, the Legislative Decree No. 14 of 12 January 2019 (*Nuovo codice della crisi di impresa e dell'insolvenza*), each as amended and supplemented from time to time.

"**Joint Arrangers**" means Intesa Sanpaolo, Banca Akros and Société Générale, and each of them a "**Joint Arranger**".

"**Junior Noteholder**" means any holder of a Junior Note and "Junior Noteholders" means all of them.

"**Junior Notes Subscription Agreement**" means the junior notes subscription agreement in relation to the Class J Notes entered into on 22 June 2023, between the Issuer, the Junior Notes Underwriter and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, inter alia, the terms and conditions for the subscription and issuance of the Class J Notes.

"**Late Payments**" means payments in respect of Receivables which have been made after the due date thereof.

"**Latest Report**" means the latest available Quarterly Servicer Report.

"**Lease Contract**" means each financial leasing agreement between the Originator and a Lessee for the lease of an Asset (as subsequently amended and supplemented), from which the Receivables comprised in the Aggregate Portfolio (satisfying and as selected pursuant to the Criteria) arise.

"**Lease Contract classified as Non-performing exposure past due and impaired 180**" (*Contratto di Locazione Finanziaria classificato come Scaduto Deteriorato 180*) means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Unlikely to Pay, in relation to which the relevant Debtor has credit exposures past due and/or impaired from over 180 days and which exceed a preset materiality threshold equal to the ratio expired/exposure >5%.

"**Lease Contract classified as Sofferenza**" (*Contratto di Locazione Finanziaria classificato come Sofferenza*) means a Lease Contract in relation to which the relevant Debtor is in a state of insolvency or similar situations, and the credit exposure to such Debtor has been classified as "*sofferenza*" in accordance with the Bank of Italy Circular No. 217/1996.

"**Lease Contract classified as Unlikely to Pay**" (*Contratto di Locazione Finanziaria classificato come Inadempienza Probabile*) means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Non-performing exposure past due and impaired 180, with credit exposures vis-à-vis the relevant Debtor for which Alba Leasing considers unlikely that, without recourse to actions such as the enforcement of collaterals, the Debtor may fully fulfill its payment obligations (principal and/or interest) arising from the relevant Lease Contract and which have been classified as "*inadempienza probabile* (unlikely to pay)" in accordance with the Bank of Italy Circular No. 217/1996.

"**Lessees**" means the parties which have signed the Lease Contracts with the Originator, and "**Lessee**" means each of them.

"**Letter of Undertaking**" means the letter of undertaking entered into on 22 June 2023 among the Issuer, the Representative of the Noteholders and the Originator, in accordance with the provisions therein contained, and including any agreement or other document expressed to be supplemental thereto.

"**Listing Agent**" means BNP Paribas, Luxembourg Branch and any successor appointed in accordance with the terms of the relevant letter of appointment.

"**Loan Tape**" means the quarterly report setting out the information about the Receivables required by Article 7(1)(a) and Article 22(4) of the Securitisation Regulation, which shall be prepared and delivered by the Reporting Entity on the basis of the information provided by the Servicer on each Quarterly Servicer's Report Date (information which shall also be included in the Quarterly Servicer Report) pursuant to the Servicing Agreement.

"**Local Business Day**" means any day (other than Saturday or Sunday) on which banks are open for business in Milan and which is a TARGET Day.

"**Master Amendment Agreement**" means the master amendment agreement entered into on 25 May 2023 between the Issuer and all the other parties of the Warehouse Phase of the Securitisation (including the existing holders of the Notes Warehouse), as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Master Definitions Agreement**" means the master definitions agreement entered into on 22 June 2023 between all the parties to each of the Transaction Documents, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Transfer Agreement**" means the master transfer agreement entered into on 5 September 2022 between the Issuer and the Originator setting forth the terms and conditions of the transfer from the Originator to the Issuer of the Aggregate Portfolio, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Meeting**" means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

"**Mezzanine Noteholder**" means any holder of a Mezzanine Note and "**Mezzanine Noteholders**" means all of them.

"**Mezzanine Notes Subscription Agreement**" means the mezzanine notes subscription agreement in relation to the Mezzanine Notes entered into on 22 June 2023, between the Issuer, the Mezzanine Notes Underwriter, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, *inter alia*, the terms and conditions for the subscription and issuance of the Mezzanine Notes.

"**Minimum Rating**" means (a) a long term or a short-term rating at least equal to, respectively, "BBB (low)" and "R-1(low)" by DBRS and/or (b) a long-term and short term rating at least equal to, respectively, "BBB" and "S-2" by Scope and/or (c) a long-term rating at least equal to "Baa2" by Moody's, *provided that*, for the purpose of this definition, a reference to a rating by DBRS shall be deemed to be referred to a long-term issuer rating or a short-term issuer rating; a reference to a rating by Moody's shall be deemed to be referred to the deposit rating of the relevant entity and a reference to a rating by Scope shall be deemed to be referred to a public or private rating.

"**Monte Titoli**" means Monte Titoli S.p.A..

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.

"**Moody's**" means Moody's Investors Service Ltd.

"**Most Senior Class of Noteholders**" means, at any given date, the holders of the Most Senior Class of Notes.

"**Most Senior Class of Notes**" means the Class of Notes outstanding which ranks highest in accordance with the applicable Priority of Payments, provided that, for the purpose of this definition and of the Rules, Class A1 Notes and Class A2 Notes shall be considered as a single class of notes.

"**Noteholders**" means the holders of the Senior Notes, the Mezzanine Notes and the Junior Notes, collectively, and "**Noteholder**" means any of them.

"**Notes**" means, collectively, the Senior Notes, the Mezzanine Notes and the Junior Notes issued from time to time, and "**Note**" means any of them.

"**Notes Warehouse**" means, collectively, the Senior Notes Warehouse and the Junior Notes Warehouse, and "**Note Warehouse**" means any of them.

"**Notice in GU**" means the publication of the notice of the assignment of the relevant Portfolio in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) in accordance with clause 23(b) (*Impegni delle Parti ai sensi e per gli effetti di cui alla Legge sulla Cartolarizzazione*) of the Master Transfer Agreement.

"**Official Gazette**" means the *Gazzetta Ufficiale della Repubblica Italiana*.

"**Optional Redemption**" has the meaning set out in Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*).

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means Alba Leasing, acting as originator under the Master Transfer Agreement.

"**Other Issuer Creditors**" means the Originator, the Representative of the Noteholders, the Paying Agent, the Calculation Agent, the Account Bank, the Stichting Corporate Services Provider, the Servicer, the Investment Account Bank (if any), the Cash Manager, the Corporate Services Provider, the Class A1 Notes Underwriter, the Joint Arrangers, the Class A2 Notes Underwriter, the Mezzanine Notes Underwriter, the Junior Notes Underwriter and the Back-Up Servicer.

"**Outstanding Amount**" means, on any date and with respect to each Receivable, the sum of:

(a) all the Principal Instalments due but unpaid, outstanding as of such date pursuant to the amortisation schedule of the relevant Lease Contract; and

(b) the Outstanding Principal.

"**Outstanding Principal**" means, on any date and with respect to each Receivable, the difference between

(a) the sum of all the Instalments plus the Residual Optional Instalment that are not yet due as of such date pursuant to the amortization schedule of the relevant Lease Contract, discounted at the Contractual Interest Rate as of such date; and

(b) the Residual Optional Instalment.

"**Paying Agent**" means BNP Paribas, Italian Branch, or any other entity acting as paying agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Payment Date**" means (a) the First Payment Date and thereafter the 27th day of each of March, June, September and December of each year or, if such day is not a Business Day, the immediately following Business Day and (b) the Extraordinary Payment Date.

"**Payments Account**" means the Euro denominated account with IBAN **IT64T0347901600000802636101** opened with the Account Bank or any other account opened in accordance with the Cash Allocation, Management and Payment Agreement with any Eligible Institution for the deposit, *inter alia*, of all amounts received from any party to a Transaction Documents to which the Issuer is a party, other than amounts expressly provided to be paid on other Accounts.

"**Payments Report**" means the report setting out all payments and information set forth in the Cash Allocation, Management and Payment Agreement to be delivered by the Calculation Agent on each Payments Report Date in accordance with the provisions thereof.

"**Payments Report Date**" means the date falling 5 (five) Business Days prior to each relevant Payment Date and, with reference to the Extraordinary Payment Date, the Extraordinary Payments Report Date.

"**Pool**" means, as the case may be, the Pool No. 1, the Pool No. 2, the Pool No. 3 and the Pool No. 4.

"**Pool No. 1**" means those Receivables originated under Lease Contracts the related Assets of which are vehicles, motor-vehicles, cars, light lorries, lorries, commercial vehicles, industrial vehicles or other motorised vehicles excluding aircrafts.

"**Pool No. 2**" means those Receivables originated under Lease Contracts the related Assets of which are instrumental assets (e.g. machinery, equipment and/or plants).

"**Pool No. 3**" means those Receivables originated under Lease Contracts the related Assets of which are real estate assets.

“**Pool No. 4**” means those Receivables originated under Lease Contracts the related Assets of which are ships, airplanes, vessels or trains.

“**Post-Enforcement Priority of Payments**” means the order of priority in which the Issuer Available Funds shall be applied after the delivery of a Trigger Notice in accordance with Condition 6.2 (*Priority of Payments - Post-Enforcement Priority of Payments*).

“**Pre-Emption Right**” has the meaning ascribed to such term in clause 20.1.3 of the Intercreditor Agreement.

“**Pre-Enforcement Priority of Payments**” means the order of priority in which the Issuer Available Funds shall be applied prior to the delivery of a Trigger Notice in accordance with Condition 6.1 (*Priority of Payments - Pre-Enforcement Priority of Payments*).

“**Prepayment Amount**” means in relation to a Lease Contract, the amount payable to the Originator by the relevant Lessee upon the early termination of such Lease Contract, provided that (a) any such early termination is subject to the prior consent of the Originator and (b) the Prepayment Amount is equal to the sum of:

(a) the accrued and unpaid Instalments plus any relevant penalties; and

(b) the nominal value of all future Instalments and of the Residual Optional Instalment, discounted back at a rate determined by the Originator as at the date of the early termination of the relevant Lease Contract.

“**Principal Amount Outstanding**” means with respect to any Note on any date, the principal amount thereof upon issue less the aggregate amount of all principal repayments made in respect of that Note prior to such date.

“**Principal Amounts**” means the Euro amounts payable on the Notes as principal in accordance with the Conditions.

“**Principal Instalments**” means, with respect to each Receivable, the principal component of the Instalments of such Receivables (excluding for the avoidance of doubt the Residual Optional Instalment).

“**Priority of Payments**” means the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as the case may be.

“**Privacy Law**” or “**Privacy Code**” means the Legislative Decree No. 196 of 30 June 2003.

“**Privacy Legislation**” means any legislation applicable on data protection, including the GDPR, the Privacy Law, all applicable provisions adopted by the Italian Data Protection Authority and the national legislation implementing the GDPR.

"**Prospectus**" means this prospectus relating to the Notes approved by the Central Bank and dated 22 June 2023.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended and supplemented from time to time.

"**Purchase Price**" means (A) in respect of each Receivable, the Individual Purchase Price of such Receivable; and (B) in respect of the Initial Portfolio and/or any Subsequent Portfolio, the sum of (i) the aggregate of the Individual Purchase Prices of each Receivables comprised in the Initial Portfolio and/or any Subsequent Portfolio and (ii) the Deferred Purchase Price.

"**Purchase Price of the Residual Optional Instalment**" means, in respect of each Payment Date and with respect to each Receivable, an amount equal to the Residual Optional Instalment of such Receivable collected by the Issuer upon the exercise by the relevant lessee of the option to purchase the relevant Asset, or in case such a term refers to the Initial Portfolio and/or any Subsequent Portfolio, the sums of the purchase prices of the residual optional instalments of the the Initial Portfolio and/or any Subsequent Portfolio.

"**Quarterly Servicer Report**" means a report which the Servicer has undertaken to deliver on each Quarterly Servicer Report Date, setting out, *inter alia*, the performance of the Receivables, to be prepared substantially in the form of schedule 2 of the Servicing Agreement.

"**Quarterly Servicer Report Date**" means the fifth Local Business Day following a Quarterly Settlement Date.

"**Quarterly Settlement Date**" means the last calendar day of February, May, August and November of each year and with reference to the Extraordinary Payment Date, the Extraordinary Quarterly Settlement Date, provided that the First Quarterly Settlement Date shall be the day falling on 31 August 2023.

"**Quarterly Settlement Period**" means each three months period commencing on (but excluding) a Quarterly Settlement Date and ending on (and including) the immediately following Quarterly Settlement Date, provided that (a) the first Quarterly Settlement Period commences on the Relevant Cut-Off Date (excluded) and ends on the First Quarterly Settlement Date (included) and (b) the Quarterly Settlement Period ending on the Extraordinary Quarterly Settlement Date may be shorter or longer than a period of three months.

"**Quota Capital Account**" means the Euro denominated account opened by the Issuer with Banca Finanziaria Internazionale S.p.A., with IBAN **IT30Z0326661620000014112437**, to which the contributed quota capital of the Issuer is deposited, or any other account that shall be opened by the Issuer in substitution of such account in accordance with the Cash Allocation, Management and Payment Agreement.

"**Quotaholder Agreement**" means the quotaholder agreement entered into on 22 June 2023 between the Issuer, the Representative of the Noteholders, and the Sole Quotaholder, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Ramp-Up Period**" means the period starting from (and including) the Issue Date Warehouse and ending on (and including) 27 June 2023.

"**Rate of Interest**" shall have the meaning ascribed to it in Condition 7.2 (*Interest - Rate of Interest*).

"**Rated Notes**" means the Senior Notes and the Mezzanine Notes.

"**Rating Agencies**" means Moody's, DBRS and Scope and "**Rating Agency**" means each of them.

"**Receivable**" means, with reference to the Initial Portfolio and each Subsequent Portfolio, each and any claims (save as stated below) arising from the Lease Contracts (and each contract, deed, agreement or document related to those Lease Contracts), satisfying the Criteria on the relevant Valuation Date (or the different date provided in respect of each Criteria) included in the Initial Portfolio and each Subsequent Portfolio and excluding any amount due on or before the relevant Valuation Date (included), including, without limitation:

(a) the Instalments;

(b) the Agreed Prepayments and the Prepayment Amounts;

(c) the Residual Optional Instalment;

(d) default interest and/or other interest arising as a consequence of payment deferrals granted by the Originator, in each case, accrued and unpaid until the date of purchase of such Receivable and/or any other such interest payments which are to mature thereafter, on all amounts outstanding from the Lessees under the Lease Contracts;

(e) amounts due as penalties;

(f) any increase in Instalments as a result of any amendment to the Lease Contracts;

but excluding in all cases:

(i) amounts due by way of VAT;

(ii) expenses due by the Lessee pursuant to the relevant Lease Contract; and

(iii) default interests in respect of amounts due under (a) and (b) above.

"**Records**" has the meaning ascribed to such term in the Cash Allocation, Management and Payment Agreement.

"**Recoveries**" means the recoveries, surety payments, insurance proceeds and penalties received in respect of any Defaulted Receivables, and "**Recovery**" means each such recovery.

"**Redemption for Taxation**" has the meaning set out in Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

"**Reference Banks**" means three (3) major banks in the Euro-Zone inter-bank market selected by the Issuer with the approval of the Representative of the Noteholders in accordance with Condition 7.7 (*Interest - Reference Banks and paying agent*). The initial Reference Banks shall be JP Morgan and Barclays Bank plc.

"**Regulation S**" means Regulation S promulgated under the U.S. Securities Act.

"**Regulation 13 August 2018**" means the regulation, regarding post-trading systems, issued by the Bank of Italy and the CONSOB on 13 August 2018, as amended and supplemented from time to time.

"**Regulatory Technical Standards**" means the regulatory technical standards adopted by the Commission on the basis of the drafts developed by the European Securities and Markets Authority (ESMA), the European Banking Authority (EBA) and/or the European Insurance and Occupational Pensions Authority (EIOPA) pursuant to the Securitisation Regulation and entered into force in the European Union.

"**Release Date**" means the earlier of:

(i) the Cancellation Date;

(ii) the Payment Date on which the Issuer Available Funds to be applied on such date, minus all payments or provisions which have a priority or *pari passu* ranking with the payment of principal on the Rated Notes in accordance with the Pre-Enforcement Priority of Payments, are sufficient to redeem the Rated Notes in full; and

(iii) the Payment Date immediately succeeding the service of a Trigger Notice.

"**Relevant Cut-Off Date**" means 13 May 2023.

"**Reporting Entity**" means Alba Leasing S.p.A., or any other entity acting as reporting entity pursuant to Article 7(2) of the Securitisation Regulation and the Intercreditor Agreement from time to time, and any of its permitted successors or transferees.

"**Representative of the Noteholders**" means Banca Finint or any other entity acting as representative of the Noteholders pursuant to the Subscription Agreements and/or the Terms and Conditions from time to time.

"**Repurchase Agreement**" means the repurchase agreement entered into on 25 May 2023 between the Issuer and the Originator pursuant to which the Originator has repurchased from the Issuer - without recourse and in block (*in blocco*) pursuant to Article 58 of the Consolidated Banking Act - subject to the condition precedent (*condizione sospensiva*) that the Issuer will issue the Notes on the Issue Date, the Repurchased Receivables, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

“**Repurchased Receivables**” means the Receivables being repurchased under the Repurchase Agreement and complying, as of the cut-off date (*data di valutazione*) of 13 May 2023, with the relevant selection criteria set forth in the Repurchase Agreement.

“**Requirements**” has the meaning ascribed to the definition “*Requisiti*” in clause 7.1 (*Revoca del Back-up Servicer*) of the Back-Up Servicing Agreement.

“**Residual Optional Instalment**” means the residual price (*riscatto*) due from a Lessee at the end of the contractual term of a Lease Contract (if the Lessee elects to exercise its option to purchase the related Asset) the Receivables of which have been assigned under the terms of the Master Transfer Agreement.

“**Retention Amount**” means Euro 25,000.

“**Rules of the Organisation of the Noteholders**” or the “**Rules**” means the rules of the organisation of the Noteholders attached as Exhibit 1 to the Terms and Conditions, as from time to time modified in accordance with the provisions contained therein and including any agreement or other document expressed to be supplemental thereof.

“**S&P**” means Standard & Poor’s Global Ratings Europe Limited.

“**Scope**” means Scope Ratings GmbH.

“**Second Subsequent Portfolio**” means the second subsequent portfolio of Receivables which has been transferred from the Originator to the Issuer on a without recourse basis (*pro soluto*) during the Ramp-Up Period pursuant to the terms of the Master Transfer Agreement and the relevant Deed of Transfer executed on 6 March 2023.

“**Securitisation**” means the securitisation of the Receivables made by the Issuer through the issuance of the Notes pursuant to Articles 1 and 5 of the Securitisation Law.

“**Securitisation Law**” means Italian Law No. 130 of 30 April 1999, as amended and supplemented from time to time.

“**Securitisation Regulation**” means the Regulation (EU) No. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, as amended and supplemented from time to time.

“**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.

“**Senior Noteholder**” means any holder of a Senior Note and “**Senior Noteholders**” means all of them.

“**Senior Notes Subscription Agreement**” means the senior notes subscription agreement in relation to the Class A Notes entered into on 22 June 2023, between the Issuer, the Joint Arrangers, the Senior Notes Underwriters, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto and regulating, *inter alia*, the terms and conditions for the subscription and issuance of the Class A Notes.

"**Senior Notes Underwriters**" means the Class A1 Notes Underwriter and the Class A2 Notes Underwriter.

"**Servicer**" means Alba Leasing or any other entity acting as Servicer pursuant to the Servicing Agreement from time to time.

"**Servicer Account**" means the Euro denominated account with IBAN **IT22N0306912711100000019552** established in the name of the Servicer with the Servicer Account Bank, or with any other bank having the Minimum Rating, for the collection of the Receivables, managed by the Servicer pursuant to the Servicing Agreement.

"**Servicer Account Bank**" means Intesa Sanpaolo S.p.A. and any of its successors and assignees.

"**Servicer Termination Event**" has the meaning ascribed to the definition "*Causa di Revoca del Servicer*" contained in clause 10.2 of the Servicing Agreement.

"**Servicer's Fee**" means the fee due to the Servicer pursuant to clause 9 of the Servicing Agreement.

"**Services**" has the meaning ascribed to such term in clause 2 (*Appointment and Services of the Corporate Services Provider*) of the Corporate Services Agreement.

"**Servicing Agreement**" means the servicing agreement entered into on 5 September 2022 between the Issuer and the Servicer in order to administer and service the Receivables comprised in the Aggregate Portfolio, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Servicing Fee Letter**" means the servicing fee letter entered into on 5 September 2022 between the Issuer and the Servicer, as amended on 25 May 2023 according to the Master Amendment Agreement and as from time to time further modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Société Générale**" or "**SG**" means Société Générale.

"**Sole Quotaholder**" means Stichting Bears.

"**Specified Office**" means the office of (i) the Account Bank located at Piazza Lina Bo Bardi, 3, 20124, Milan; or (ii) the Paying Agent located at Piazza Lina Bo Bardi, 3, 20124, Milan; or (iii) the Calculation Agent located at Via V. Alfieri 1, 31015 Conegliano (TV), Italy; or (iv) the Listing Agent located at 60 avenue J.F. Kennedy, L-1855 Luxembourg, or (v) the Cash Manager located at Via Sile No.18, 20139 Milan, Italy, as the case may be, or the different offices changed in accordance with the Cash Allocation, Management and Payment Agreement.

"**Stichting Bears**" means Stichting Bears.

"**Stichting Corporate Services Agreement**" means the Stichting Corporate Services Agreement entered into on 22 June 2023 between the Issuer, the Stichting Corporate Services Provider and the Sole Quotaholder, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Stichting Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited, or any other entity acting as Stichting Corporate Services Provider from time to time and any of its permitted successors and assignees, pursuant to the Stichting Corporate Services Agreement.

"**STS Notification**" means the notification made in accordance with Article 27 of the Securitisation Regulation explaining how the Securitisation meets the STS Requirements.

"**STS Requirements**" means the requirements for simple, transparent and standardized non-ABCP securitisations provided for by Articles 20, 21 and 22 of the Securitisation Regulation.

"**Sub-Back-Up Servicers**" means Agenzia Italia S.p.A. and Trebi Generalconsult S.r.l. or any other entity acting as sub-back-up servicer pursuant to the Back-Up Servicing Agreement from time to time.

"**Sub-Delegate**" has the meaning ascribed to it in clause 8 (*Sub-Delegation*) of the Corporate Services Agreement.

"**Subject Matter of the Mandate**" has the meaning ascribed to such term in clause 3.1 (*Subject Matter*) of the Intercreditor Agreement.

"**Subscription Agreements**" means, collectively, the Senior Notes Subscription Agreement, the Mezzanine Notes Subscription Agreement and the Junior Notes Subscription Agreement, and "**Subscription Agreement**" means each one of them.

"**Subscription Price**" means the Subscription Price of the Class A1 Notes, the Subscription Price of the Class A2 Notes, the Subscription Price of the Class B Notes and/or the Subscription Price of the Class J Notes, as the case may be.

"**Subscription Price of the Class A1 Notes**" means the subscription price of the Class A1 Notes to be paid subject to and in accordance with the terms of the Senior Notes Subscription Agreement.

"**Subscription Price of the Class A2 Notes**" means the subscription price of the Class A2 Notes to be paid subject to and in accordance with the terms of the Senior Notes Subscription Agreement.

"**Subscription Price of the Class B Notes**" means the subscription price of the Class B Notes to be paid subject to and in accordance with the terms of the Mezzanine Notes Subscription Agreement.

"**Subscription Price of the Class J Notes**" means the subscription price of the Class J Notes to be paid subject to and in accordance with the terms of the Junior Notes Subscription Agreement.

"**Subsequent Portfolio Specific Criteria**" means, collectively, **(i)** the criteria set forth in schedule 1 (*Criteri relativi al Portafoglio Iniziale ed ai Portafogli Successivi*) - part III (*Criteri Specifici dei Portafogli Successivi*) of the Master Transfer Agreement and **(ii)** the further criteria from time to time agreed between the Issuer and the Originator in accordance with clause 3.3 (*Criteri di selezione dei Crediti inclusi nei Portafogli Successivi*) of the Master Transfer Agreement for the selection of each Subsequent Portfolio.

"**Subsequent Portfolios**" means, collectively, the First Subsequent Portfolio and the Second Subsequent Portfolio.

"**Successor Corporate Services Provider**" has the meaning ascribed to such term in clause 11 (*Termination*) of the Corporate Services Agreement.

"**Successor Servicer**" has the meaning ascribed to definition "*Successore del Servicer*" contained in clause 10.4 of the Servicing Agreement.

"**Supervisory Regulations**" means the Supervisory Regulations for the Banks or the Supervisory Regulations for Financial Intermediaries as the context requires.

"**Supervisory Regulations for the Banks**" means the "*Disposizioni di vigilanza per le banche*" issued by the Bank of Italy by Circular No. 285 of 71 December 2013, as amended and supplemented from time to time.

"**Supervisory Regulations for Financial Intermediaries**" means the "*Disposizioni di Vigilanza per gli Intermediari Finanziari*" issued by the Bank of Italy by Circular No. 288 of 3 April 2015, as amended and supplemented from time to time.

"**Take-Out Phase**" means the so-called "take-out phase" of the Securitisation implemented by the Issuer on the Issue Date through the issuance of the Notes and the early redemption of the Notes Warehouse.

"**Target Amortisation Amount**" means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

$$A - CP - R$$

Where:

A = the Principal Amount Outstanding of the Notes as at the immediately preceding Payments Report Date (or, in respect of the First Payment Date, the Principal Amount Outstanding of the Notes as at the Issue Date);

CP = the Outstanding Amount of the Collateral Aggregate Portfolio as at the immediately preceding Quarterly Settlement Date;

R = the Debt Service Reserve Amount calculated with reference to the relevant Payment Date.

"**TARGET Day**" means any day on which the real time gross settlement system operated by the Eurosystem (T2) (or any successor thereto) is open.

"**Tax**" means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly.

"**Tax Authority**" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function including the Irish Revenue Commissioners, H.M. Revenue and Customs, the Italian Revenue Agency (*Agenzia delle Entrate*) and the Luxembourg direct and indirect tax administrations (*Administration des contributions directes* and *Administration de I'Enregistrement et des Domaines*).

"**Tax Deduction**" means any deduction or withholding for or on account of Tax.

"**Tax Event**" shall have the meaning ascribed to such term in Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*).

"**Terms and Conditions**" means the terms and conditions of the Notes, and "**Condition**" means any of those.

"**Transaction**" means the Securitisation.

"**Transaction Documents**" means the Master Transfer Agreement, the Servicing Agreement, the Back-Up Servicing Agreement, the Intercreditor Agreement, the Cash Allocation, Management and Payment Agreement, the Corporate Services Agreement, the Subscription Agreements, the Quotaholder Agreement, the Stichting Corporate Services Agreement, the Master Definitions Agreement, the Letter of Undertaking, the Master Amendment Agreement, the Terms and Conditions and any other deed, act, document or agreement executed in the context of the Securitisation, including for the avoidance of doubt any deed, act, document and agreement entered into in connection with the issuance and subscription of the Notes designated as such by the Issuer and the Representative of the Noteholders.

"**Transfer Date**" means the date from which takes effect the assignment of the Initial Portfolio and each Subsequent Portfolio, being:

(i) in relation to the Initial Portfolio, 5 September 2022 as signing date of the Master Transfer Agreement;

(ii) in relation to the First Subsequent Portfolio, 5 December 2022 as signing date of the relevant Deed of Transfer; and

(iii) in relation to the Second Subsequent Portfolio, 6 March 2023 as signing date of the relevant

Deed of Transfer.

"**Transparency Directive**" means Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004, as from time to time amended and supplemented.

"**Transparency Obligations**" means the information and documentation requirements provided for by Article 7(1) of the Securitisation Regulation.

"**Trigger Event**" means any of the events described in Condition 13 (*Trigger Events*).

"**Trigger Event Report**" means the Payments Report that the Calculation Agent shall deliver upon request of the Representative of the Noteholders upon the occurrence of a Trigger Event, according to clause 11 (*Reporting Obligations of the Calculation Agent*) of the Cash Allocation, Management and Payment Agreement.

"**Trigger Notice**" means the notice described in Condition 13 (*Trigger Events*).

"**UK Securitisation Regulation**" means the Securitisation Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (the "**EUWA**"), together with the relevant technical standards. Reference to the UK Securitisation Regulation shall mean a reference to such regulation as in force on the Issue Date and shall not include any amendment following the Issue Date.

"**Underwriters**" means the Senior Notes Underwriters, the Mezzanine Notes Underwriter and the Junior Notes Underwriter, collectively, and "**Underwriter**" means any of them.

"**U.S. Securities Act**" means the U.S. Securities Act of 1933, as amended and the rules and regulations promulgated pursuant thereto.

"**Usury Law**" means Italian Law No. 108 of 7 March 1996 (*Disposizioni in materia di usura*) and the law decree No. 394 of 29 December 2000 as converted by law No. 24 of 28 February 2001 (including the provisions set forth in Article 1, paragraph 2 and 3 of the aforementioned decree), as subsequently amended and supplemented.

"**Usury Thresholds**" means the usury thresholds set on a quarterly basis by a decree issued by the Italian Treasury (the latest of such decrees having been issued on 21 December 2012).

"**Valuation Date**" means:

(i) in relation to the assignment of the Initial Portfolio, 20 August 2022;

(ii) in relation to the assignment of the First Subsequent Portfolio, 1 December 2022; and

(iii) in relation to the assignment of the Second Subsequent Portfolio, 1 March 2023.

"**Volcker Rule**" means the provision under the Dodd-Frank Act which restricts the ability of banking entities to sponsor or invest in private equity or hedge funds or to engage in certain proprietary trading activities involving securities, derivatives, commodity futures, and options on those instruments for their own account.

"**Warehouse Phase**" means the so-called "warehouse phase" of the Securitisation implemented by the Issuer on the Issue Date Warehouse through the issuance of the Notes Warehouse.

"**Wilmington Trust**" means Wilmington Trust SP Services (London) Limited.

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