ALBA 5 SPV S.R.L.

To:

Alba Leasing S.p.A.

Via Sile, 18
20139, Milan
Italy
For the attention of: Head of Treasury Department

14 October 2013

We refer to your contractual proposal in relation to the Master Amendment Agreement dated 14 October 2013, the text of which we reproduce herein below to signify our irrevocable and unconditional acceptance thereof:

"To:

Alba 5 SPV S.R.L.

Via Vittorio Alfieri, 1 31015 Conegliano (Treviso) Italy For the attention of: Sole Director

The Bank of New York Mellon S.A./N.V., London Branch

One Canada Square London E14 5AL United Kingdom For the attention of: Corporate Trust Management

Selmabipiemme Leasing S.p.A.

Via Battistotti Sassi, 11/A 20133 Milan Italy For the attention of: Dott. Gianluca Martina

SVM Securitisation Vehicles Management S.r.I.

Via Vittorio Alfieri, 1 31015 Conegliano (Treviso) Italy For the attention of: Sole Director

The Bank of New York Mellon (Luxembourg) S.A., Italian Branch

Via Carducci, 31 20123 Milan Italy

For the attention of: Corporate Trust

The Bank of New York Mellon S.A./N.V., Dublin Branch

4th Floor, Hanover Building
Windmill Lane
Dublin 2
Ireland
For the attention of: Corporate Trust
Administration

Securitisation Services S.p.A.

Via Vittorio Alfieri, 1 31015 Conegliano (Treviso) Italy For the attention of: Managing Director

Duomo Funding PLC.

Riverside One
Sir John Rogerson's Quay
Dublin 2
Republic of Ireland
For the attention of: Managing Director

- Società Unipersonale Sede legale: Via V. Alfieri n. 1 - 31015 Conegliano (TV)
Capitale sociale Euro 10.000,00-i.v.
Codice fiscale, Partita IVA e numero di iscrizione al Registro delle Imprese di Treviso 04591530268



Dear Sirs,

Following our recent discussions, we would like to set out herein below our contractual proposal in relation to the following

MASTER AMENDMENT AGREEMENT

BETWEEN

- (1) ALBA 5 SPV S.R.L., a limited liability company incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittorio Alfieri 1, 31015 Conegliano (Treviso), Italy, Fiscal Code and enrolment with the Companies Register of Treviso No. 04591530268 (hereinafter, the "Issuer" or "Alba 5"), quota capital Euro 10,000.00 (fully paid up) and having as its sole corporate object the realisation of securitisation transactions pursuant to Article 3 of Law No. 130 of 30 April 1999 (hereinafter, as subsequently amended and supplemented from time to time, the "Securitisation Law")
- (2) ALBA LEASING S.P.A., a joint stock company incorporated under the laws of the Republic of Italy, whose registered office is at Via Sile 18, 20139 Milan, Italy, Fiscal Code and enrolment with the Companies Register of Milan No. 06707270960 (hereinafter, "Alba Leasing"), share capital Euro 325,000,000.00 (fully paid up), registered with No. 33627.1 in the Register of Financial Intermediaries held by the Bank of Italy pursuant to Article 106 of Italian Legislative Decree No. 385 of 1 September 1993 (as amended and supplemented from time to time, hereinafter the "Consolidated Banking Act"), acting in its capacity as originator pursuant to the Transfer Agreement (hereinafter, the "Originator"), as servicer pursuant to the Servicing Agreement (hereinafter, the "Servicer"), as cash manager pursuant to the Cash Allocation, Management and Payment Agreement (hereinafter, the "Cash Manager"), and as underwriter of the Junior Notes pursuant to the Junior Notes Subscription Agreement (hereinafter, the "Junior Notes Underwriter");
- (3) **SECURITISATION SERVICES S.P.A.**, a joint stock company incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittorio Alfieri 1, 31015 Conegliano (Treviso), Italy, Fiscal Code and enrolment with the Companies Register of Treviso No. 03546510268 (hereinafter, "**Securitisation Services**"), share capital Euro 1,595,055.00 (fully paid up), registered with No. 31816 in the General Register of Financial Intermediaries and in the Special Register of Financial Intermediaries held by the Bank of Italy pursuant to Articles 106 and 107, respectively, of the Consolidated Banking Act, subjected to the activity of direction and coordination ("*l'attività di direzione e coordinamento*") of Finanziaria Internazionale Holding S.p.A., acting in its capacity as corporate servicer pursuant to the Corporate Services Agreement (hereinafter the "**Corporate Servicer**"), as computation agent pursuant to the Cash Allocation, Management and Payment Agreement (hereinafter, the "**Computation Agent**") and as representative of the noteholders pursuant to the Subscription Agreements, the Terms and Conditions of the Notes and the Rules of the Organisation of the Noteholders (hereinafter, the "**Representative of the Noteholders**");
- (4) SVM SECURITISATION VEHICLES MANAGEMENT S.R.L., a limited liability company incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittorio Alfieri 1, 31015 Conegliano (Treviso), Italy, Fiscal Code and enrolment with the Companies Register of Treviso No. 03546650262 (hereinafter, "SVM"), quota capital Euro 30,000.00

(fully paid up), acting in its capacity as sole quotaholder of the Issuer (hereinafter, the "**Sole Quotaholder**");

- (5) THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A., ITALIAN BRANCH, a company incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, acting through its Italian branch, whose registered office is at Via Carducci 31, 20123 Milan, Italy (hereinafter, "BNYM Italian Branch"), acting in its capacity as paying agent (hereinafter, the "Paying Agent") and as account bank (hereinafter, the "Account Bank") pursuant to the Cash Allocation, Management and Payment Agreement;
- (6) THE BANK OF NEW YORK MELLON S.A./N.V., LONDON BRANCH, a public limited liability credit institution organised under the laws of Belgium, with company number 0806.743.159, whose registered office is at 46 Rue Montoyerstraat, B-1000 Brussels, Belgium, operating through its London branch, whose registered office is at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom (hereinafter, "BNYM London Branch"), acting in its capacity as custodian bank pursuant to the Cash Allocation, Management and Payment Agreement (hereinafter, the "Custodian Bank");
- (7) THE BANK OF NEW YORK MELLON S.A./N.V., DUBLIN BRANCH, a public limited liability credit institution organised under the laws of Belgium, with company number 0806.743.159, whose registered office is at 46 Rue Montoyerstraat, B-1000 Brussels, Belgium, operating through its Dublin branch (registered in Ireland with branch number 907126), whose registered office is at Hanover Building, Windmill Lane, Dublin 2, Ireland (hereinafter, "BNYM Irish"), acting in its capacity as Irish agent pursuant to the Cash Allocation, Management and Payment Agreement (hereinafter, the "Irish Agent"); and
- (8) SELMABIPIEMME LEASING S.P.A., a joint stock company incorporated under the laws of the Republic of Italy, whose registered office is at Via Battistotti Sassi 11/A, 20133 Milan, Italy, Fiscal Code and enrolment with the Companies Register of Milan No. 00882980154 (hereinafter "Selmabipiemme"), share capital Euro 41,305,000.00 (fully paid up), acting in its capacity as back-up servicer pursuant to the Back-Up Servicing Agreement (hereinafter, the "Back-Up Servicer").
- (9) **DUOMO FUNDING PLC.**, a company incorporated under the laws of the Republic of Ireland, whose registered office is at Riverside One, Sir John Rogerson's Quay, Dublin 2, Ireland, registered under number 394404 (hereinafter, "**Duomo Funding**"), acting in its capacity as sole noteholder of the Senior Notes (hereinafter, the "**Senior Noteholder**").

The Issuer, Alba Leasing, Securitisation Services, SVM, BNYM Italian Branch, BNYM London Branch, BNYM Irish, Selmabipiemme and Duomo Funding, in any capacity as set out above, are hereinafter collectively referred to as the "Parties".

WHEREAS

- (A) In the context of the securitisation of receivables arising out of financial lease contracts originated by Alba Leasing S.p.A. (the "**Securitisation**") on 16 May 2013 the Issuer issued the following asset backed notes:
 - (i) € 450,000,000 Series 2013-1-A Asset Backed Floating Rate Notes due April 2040 (the "Series 2013-1-A Notes" or the "Senior Notes"); and

- (ii) € 230,000,000 Series 2013-1-B Asset Backed Floating Rate Notes due April 2040 (the "Series 2013-1-B Notes" or the "Junior Notes" and, together with the Senior Notes, the "Notes").
- (B) Under Condition 7.3 (Additional Remuneration) of the Junior Notes it is provided that "once the Senior Notes are redeemed in full or cancelled and after all other payments under the applicable Priority of Payments have been made in full, on the relevant Payment Date the Issuer shall pay the residual Issuer Available Funds (if any) to the Junior Noteholders as additional remuneration (the "Additional Remuneration")".
- (C) Alba Leasing has proposed to the other Parties to amend the Transaction Documents in order to provide that the Additional Remuneration is paid to Alba Leasing in its capacity as Originator independently from Alba Leasing being the holder of the Junior Notes.
- (D) The Notes are currently held:
 - in respect of the Senior Notes, in whole by Duomo Funding. Copy of the ownership certificates of the Notes is attached hereto as Schedule 1 (Ownership Certificates of the Senior Notes); and
 - in respect of the Junior Notes, in whole by Alba Leasing. Copy of the ownership certificates of the Notes is attached hereto as Schedule 2 (Ownership Certificates of the Junior Notes).
- (E) This Master Amendment Agreement is made and entered into between the Noteholders (as defined below) and all the other original parties to the Intercreditor Agreement, except for Alba 1 SPV S.r.l. and Alba 2 SPV S.r.l. which have been wound-up and cancelled in August 2013 and are not still existing as at the date hereof.
- (F) The Parties intend to amend the Intercreditor Agreement, the Terms and Conditions of the Notes and the other Transaction Documents as specified below and Alba Leasing and Duomo Funding, in their capacity as holders of the Notes (the "Noteholders"), wishes to instruct and authorise, in accordance with the Rules of the Organisation of the Noteholders, the Representative of the Noteholders to execute and enter into this master amendment agreement (hereinafter, the "Agreement").

NOW THEREFORE, it is hereby agreed as follows:

1. <u>DEFINITIONS AND INTERPRETATION</u>

1.1 Definitions

All capitalised words and expressions used and not defined herein (including the Recitals) shall have the meaning ascribed to them in the Master Definitions Agreement entered into between, *inter alios*, the Issuer, the Representative of the Noteholders and the Originator on 15 May 2013 (as amended and supplemented from time to time).

1.2 Interpretation

In this Agreement:

1.2.1 Recitals, Clauses and Schedules



any reference to a Recital, a Clause or a Schedule is, unless otherwise stated, to a recital hereof or a clause hereof or a schedule hereto;

1.2.2 Essential part

the Recitals and the Schedules shall constitute an essential part of this Agreement;

1.2.3 Headings

the headings to Clauses and sub-clauses are inserted herein for convenience and shall not affect the construction of this Agreement;

1.2.4 Reference to laws

any reference to a law, a legislative decree (decreto legislativo), law decree (decreto legge), regulation or any other legislative instrument shall be deemed to be a reference to such law, legislative decree (decreto legislativo), law decree (decreto legge), regulation or legislative instrument as from time to time modified, amended or replaced;

1.2.5 Successors and assigns

save where the context otherwise requires, references herein to any party shall include references to its successors and permitted assigns, whether such assignment is by way of security or otherwise; and

2. AMENDMENTS TO THE TERMS AND CONDITIONS OF THE NOTES

2.1 Amendment to Condition 6.1 of the Terms and Conditions of the Notes

Condition 6.1(xi) (*Pre-Enforcement Priority of Payment*) of the Terms and Conditions of the Senior Notes and the Terms and Conditions of the Junior Notes is amended and replaced as follows:

"Eleventh, to pay, pari passu and pro rata, any Additional Remuneration on the Series 2013

1-B Notes to the Originator".

2.2 Amendment to Condition 6.2 of the Terms and Conditions of the Notes

Condition 6.2(x) (*Post-Enforcement Priority of Payment*) of the Terms and Conditions of the Senior Notes and the Terms and Conditions of the Junior Notes is amended and replaced as follows:

"Tenth, to pay, pari passu and pro rata, any Additional Remuneration on the Series 2013 1-B Notes to the Originator".

2.3 Amendment to Condition 7.3 of the Terms and Conditions of the Junior Notes

Condition 7.3 (*Additional Remuneration*) of the Terms and Conditions of the Junior Notes is amended and replaced as follows:

"Once the Senior Notes are redeemed in full or cancelled and after all other payments under the applicable Priority of Payments have been made in full, on the relevant Payment Date the Issuer shall pay the residual Issuer Available Funds (if any) to the <u>Junior</u>

<u>Noteholders</u> <u>Originator</u> as additional remuneration (the "**Additional Remuneration**") in the amount as resulting from the relevant Payments Report prepared and delivered by the Computation Agent pursuant to Condition 8.5 (Calculation of Issuer Available Funds and Principal Amount Outstanding)."

3. AMENDMENTS TO THE INTERCREDITOR AGREEMENT

After Article 5.11 (*Payment of the Purchase Price of the Residual Optional Instalments*) of the Intercreditor Agreement the following Article 5.12 (*Payment of the Additional Remuneration*) is added:

"5.12 Payment of the Additional Remuneration

The Parties acknowledge and agree that, once the Senior Notes are redeemed in full or cancelled and after all other payments under the applicable Priority of Payments have been made in full, on the relevant Payment Date the Issuer (or the Account Bank on its behalf) shall pay the Additional Remuneration to the Originator in the amount as resulting from the relevant Payment Report".

4. REPRESENTATIONS AND INSTRUCTIONS TO THE REPRESENTATIVE OF THE NOTEHOLDERS

4.1 Representations of the Noteholders

Alba Leasing (in its capacity as Junior Notes Noteholder) and Duomo Funding (in its capacity as Senior Notes Noteholder) hereby represent and warrant to the Representative of the Noteholders that:

- they are the current holders of the Junior Notes and the Senior Notes (as resulting from the ownership certificates of the Notes attached hereto as Schedule 1 (Ownership Certificates of the Senior Notes) and as Schedule 2 (Ownership Certificates of the Junior Notes) respectively);
- (b) the amendments or modifications agreed under this Agreement do not affect the payment of interest and/or the repayment of principal in respect of any of the Senior Notes and/or any other rights of the Senior Noteholder;
- (c) the entering into of this Agreement is not materially prejudicial to their respective interests as Noteholders.

4.2 Instructions and authorisations

Alba Leasing and Duomo Funding, in their capacity as Noteholders, hereby irrevocably and unconditionally instruct and authorise, pursuant to Article 23 (*Written Resolution*) of the Rules of the Organisation of the Noteholders, the Representative of the Noteholders to:

- (a) execute and enter into this Agreement; and
- (b) give hereby their written consent to the Issuer pursuant to Condition 5.1 (Covenants by the Issuer) to execute and enter into this Agreement.

4.3 Exoneration from liabilities

Each of the Noteholders acknowledges and agrees, also pursuant to Article 29 (Exoneration of the Representative of the Noteholders) of the Rules of the Organisation of the Noteholders, that the Representative of the Noteholders is discharged and exonerated from all and any liabilities which it may have or will become responsible against the Noteholders or any other parties for or in relation to the implementation of the instructions given under Clause 4.2 (Instructions and authorisations) above and the execution and entering into of this Agreement.

5. CONSENT OF THE REPRESENTATIVE OF THE NOTEHOLDERS

Securitisation Services, in its capacity as Representative of the Noteholders, on the basis of the instructions received by the Noteholders pursuant to Clause 4.2 (*Instructions and authorisations*) above, hereby irrevocably and unconditionally agrees, authorises and gives its consent to the Issuer pursuant to Condition 5.1 (*Covenants by the Issuer*) to execute and enter into this Agreement and to agree to the relevant amendments of the Transaction Documents.

6. **EFFECTIVENESS**

This Agreement shall be entered into and take effect on the date on which Alba Leasing has received from all the other Parties a letter of acceptance hereof conforming to this contractual proposal.

Upon receipt of all such letters of acceptance, Alba Leasing shall, by way of written communication, notify so all the other Parties and communicate them that this Agreement has been entered into and executed.

7. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

8. **CONFIDENTIALITY**

Each of the Parties hereto agrees that under no circumstances may this Agreement or any Transaction Document, in whole or in part, be disclosed or distributed to any third party by it or by any of its directors, employees, agents, officers or representatives.

Notwithstanding the foregoing, a Party may disclose information, in accordance with all applicable laws, regarding this Agreement to:

- (a) the Bank of Italy, the Irish Stock Exchange and any other governmental or regulatory authorities which may be entitled to request such information;
- (b) the Rating Agencies;
- (c) the Arranger;
- (d) the Noteholders and the other parties involved in the Securitisation;
- (e) the Lessees and their successors or transferees;

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- (f) any advisors or consultants to the Parties; and
- (g) to the courts, to the extent that such confidential information is required to be disclosed by law, by any governmental or other regulatory authority.

9. COSTS, EXPENSES AND TAXES

Alba Leasing, covenants, agrees and undertakes to reimburse, pay or discharge (on a full indemnity basis) all costs, charges and expenses (including any applicable tax) to be paid in connection with the negotiation, execution and entering into of this Agreement.

10. NOTICE TO THE OTHER PARTIES

10.1 Notice to the Irish Stock Exchange and Monte Titoli S.p.A.

The Parties hereby agree and acknowledge that a notice of the amendments under this Agreement shall be given to the Irish Stock Exchange and Monte Titoli S.p.A. in accordance with Condition 16 (*Notices*).

10.2 Notice to the Rating Agencies

The Parties hereby agree and acknowledge that a notice of the amendments under this Agreement shall be given to the Rating Agencies in accordance with Article 9 (*Modification of Transaction Documents*) of the Intercreditor Agreement.

10.3 Notice to the Irish Central Bank

The Parties hereby agree and acknowledge that a notice of the amendments under this Agreement has been given to the Irish Central Bank.

10.4 Notices

The Parties hereby waive any different method of notice than those provided in this Clause 10 and hereby consent and agree to the adoption of the following Master Amendment Agreement.

11. NO NOVATION

This Agreement shall not constitute a novation *(novazione)* of any of the provisions of the Transaction Documents.

12. MISCELLANEA

12.1 Transaction Documents

The terms of the Transaction Documents which are not amended pursuant to this Agreement shall remain in full force and effect.

12.2 Transaction Documents and this Agreement to be read as one

The Terms and Conditions of the Senior Notes, the Terms and Conditions of the Junior Notes, the Intercreditor Agreement and the other Transaction Documents and this Agreement shall be read and construed as one document and, without prejudice to the generality of the foregoing, where the context so allows, any reference in the Transaction



Documents to such Transaction Documents, howsoever expressed, shall be read and construed as a reference to the Transaction Documents as amended by this Agreement.

12.3 Transaction Documents attaching Terms and Conditions of the Notes

The Parties hereby agree and acknowledge that, as a result of the amendments to the Terms and Conditions of the Notes provided for by Clause 2 (*Amendments to the Terms and conditions of the Notes*) above, also the Terms and Conditions of such Notes attached to the Intercreditor Agreement, the Senior Notes Subscription Agreement, the Junior Notes Subscription Agreement shall be deemed amended accordingly and the Terms and Conditions of the Notes as amended and supplemented by this Agreement shall be deemed to form an integral and essential part of such Transaction Documents in substitution of the version originally attached thereto.

12.4 Inconsistent provisions

If any inconsistency arises between the provisions of this Agreement and the provisions of the Transaction Documents, the provisions of this Agreement shall at all times prevail.

12.5 Final provision

Each of the Parties hereby agrees to perform (or procure the performance of) all further act and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or desirable to give effect to the amendments effected pursuant to this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law

This Agreement and all non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement will be governed by, and construed in accordance with, the laws of the Republic of Italy.

13.2 Jurisdiction

The Parties agree that any dispute arising from the interpretation and execution of this Agreement or from the legal relationships established by this Agreement, including in relation to any non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement, will be submitted to the exclusive jurisdiction of the Courts of Milan.

* * *

This Agreement constitutes an irrevocable contractual proposal pursuant to Article 1329 of the Italian Civil Code and shall be deemed expired and no longer binding upon the undersigned unless it is accepted on or prior to 31 October 2013 by all the other Parties.

Pursuant to Clause 6 (*Effectiveness*) above, this Agreement shall be deemed perfected and executed on the date on which we will receive from all the Parties the relevant letters of acceptance hereof conforming to this contractual proposal. Upon receipt of such letters of acceptance, Alba Leasing will, by way of written communication, notify and communicate to all the

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Parties that this Agreement has been perfected and executed.

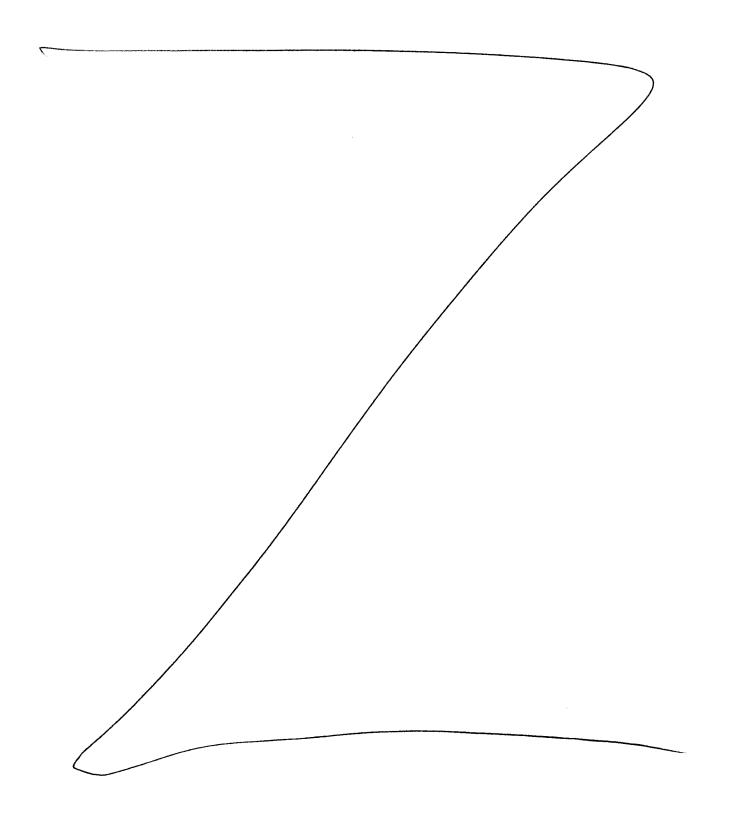
MANAGEMENT S.R.L.

If you agree that the terms set out above correctly reflect our agreement, please transcribe the text of this Agreement on your letterhead and send or deliver such letter duly signed in acceptance hereof to our office in Via Sile 18, 20139 Milan, Italy, for the attention of *Head of Treasury Department*.

Yours faithfully,				
ALBA LEASING S.P.A."	_			
Yours faithfully,				
Morta lighetti	-			
ALBA 5 SPV S.R.L.	THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A., ITALIAN BRANCH			
THE BANK OF NEW YORK MELLON S.A./N.V., LONDON BRANCH	THE BANK OF NEW YORK MELLON S.A./N.V., DUBLIN BRANCH			
SELMABIPIEMME LEASING S.P.A.	SECURITISATION SERVICES S.P.A.			
SVM SECURITISATION VEHICLES	DUOMO FUNDING PLC.			

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SCHEDULE 1 OWNERSHIP CERTIFICATES OF THE SENIOR NOTES



General Information

Safekeeping Account

ISIN Code

Common Code

Description

Place of Safekeeping

Business Date

Dusiness Date

As Of

Clearstream Depository

Instrument Type

70548 - INTESA SANPAOLO SPA-CLIENT ACCOUNT

IT0004918519

092090973 - Home

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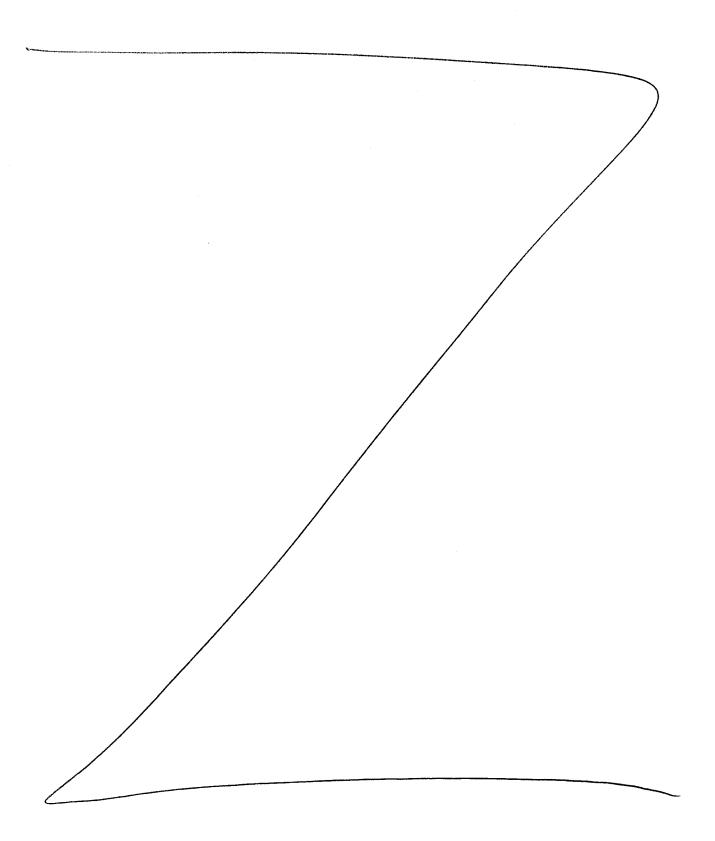
Balances

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	Held Free			450,000,000	17/05/13 16:37	
	Total Available			450,000,000		
			G A Company	Control of the state of the sta	17/05/13 16:37	
W.	Aggregate			450,000,000	17/05/13 16:37	

Holding Value Information

Accrued Interest	USD 2,198,238 .46
Market Price	100
Residual Factor	0.930774
Holding Value	USD 570,067,185 .25
Collateral Value	USD 57,006 .72
Exchange Rate	1.356150

SCHEDULE 2 OWNERSHIP CERTIFICATES OF THE JUNIOR NOTES





Banca Popolare di Sondrio

Società cooperativa per azioni - Fondata nel 1871 Sede sociale a Direzione generale: I-23100 Sonthio SO - Piazza Garibaldi, 16 Tel: 0342/528.111 - Fax 0342/528.204

SEDE CENTRALE Area Finanza Settore amministrazione titoli/ar

> Spettabile ALBA LEASING S.P.A. Via Sile, 18 20139 MILANO MI

Sondrio, 11 ottobre 2013

Oggetto:

Posizione Titoli al 14.10.2013

Con la presente, si attesta che la Vostra società denominata ALBA LEASING S.P.A. alla data del 14.10.2013 risulta titolare del seguente prestito obbligazionari depositato sul deposito titoli n. 23.460047:

Codice ISIN

Descrizione

Valore Nominale

IT0004918527 ALBA 5 20AP2040 TV%

230.000.000,00

Ci è gradita l'occasione per porgere distinti saluti.

BANCA POPOLANE DI SONDRIO Sedentrale

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