

INFORMATION MEMORANDUM DATED 9 AUGUST 2024, AS AMENDED FROM TIME TO TIME, LASTLY ON 21 MARCH 2025

pursuant to Article 2 of Italian Law No. 130 of 30 April 1999

NECTAR SPV S.R.L.

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

€ 104,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030
€ 10,000.00 Class J1 Asset Backed Partly Paid Notes due December 2030
€ 128,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030

Issue Price: 100 per cent.

This Information Memorandum contains information relating to the issue by Nectar SPV S.r.l., a limited liability company organised under the laws of the Republic of Italy (the "**Issuer**") of the: (i) € 23,000,000.00 Class A Asset Backed Partly Paid Notes due December 2030 (the "**Initial Class A Notes**" or the "**Initial Senior Notes**"), the € 10,000.00 Class J1 Asset Backed Partly Paid Notes due December 2030 (the "**Class J1 Notes**"), the € 28,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030 (the "**Initial Class J2 Notes**"), and (ii) further to an amendment agreement dated 22 October 2024, the 81,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030 (the "**Further Class A Notes**" or the "**Further Senior Notes**" and together with the Initial Class A Notes, the "**Class A Notes**" or the "**Senior Notes**"), and (v) the 100,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030 (the "**Further Class J2 Notes**", and together with the Initial Class J2 Notes, the "**Class J2 Notes**". The Class J2 Notes together with the Class J1 Notes, the "**Class J Notes**" or the "**Junior Notes**" and the Class J2 Notes, together with the Senior Notes and the Class J1 Notes, the "**Notes**").

This document constitutes a prospectus for all the Notes for the purposes of Article 2, paragraphs 2 and 3 of the Securitisation Law and a transaction summary for the purposes of Article 7(1)(c) of the EU Securitisation Regulation. The Notes were issued as follows:

- (i) on 30 August 2024, the Issuer issued the Initial Class A Notes, the Class J1 Notes and the Initial Class J2 Notes; and
- (ii) on 25 October 2024, the Issuer issued the Further Class A Notes and the Further Class J2 Notes, (each an "**Issue Date**").

Capitalised words and expressions in this Information Memorandum shall, except otherwise specified or so far as the context otherwise requires, have the meanings set out herein and in the Terms and Conditions.

The principal source of payment of interest and additional remuneration and of repayment of principal on the Notes will be the Collections made in respect of the Claims comprised in the Aggregate Portfolio. The Issuer has purchased the First Tax Claims from the First Seller pursuant to the First Initial Master Transfer Agreement and the relevant Purchase Deed. The Purchase Price of the First Tax Claims has been funded through the Advance Instalment made by the Underwriters pursuant to the Advance Instalment Payment Agreement. During the Ramp-Up Period, the Issuer may purchase from the Sellers further Tax Claims in accordance with the provisions of the relevant Initial Master Transfer Agreements and the other Transaction Documents. Following the end of the Ramp-Up Period and until 31 December 2025, the Issuer may purchase further Tax Claims whose relevant due diligence process, although commenced before the end of the Ramp-Up Period, is concluded after the end of the Ramp-Up Period and the Purchase Price shall be due and payable under a Master Transfer Agreement executed during the Ramp-Up Period.

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 Collections and the financial assets (if any) purchased through such Collections will be segregated from all the other assets of the Issuer (including any other receivable purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving from the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the Collections and the financial assets (if any) purchased through such Collections (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, the Other Issuer Creditors and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation.

Interest in respect of the Notes will accrue on a daily basis and will be payable monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments. The Senior Notes will bear fixed

interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 5.66 (five/66) per cent *per annum*. The Junior Notes will bear fixed interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 10 (ten) per cent *per annum*. The Junior Notes will have in addition a remuneration equal to the MOIC Amounts and the Additional Return which will be payable monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments.

As at the date of this Information Memorandum, payments of interest and other proceeds under the Notes may be subject to a Decree 239 Deduction. Upon the occurrence of any withholding or deduction for or on account of tax from any payment under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes on account of such withholding or deduction.

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 limited to the amounts received or recovered by the Issuer in respect of the Aggregate Portfolio and the Issuer's Rights, and is subject to payment of the amounts required under the applicable Priority of Payments to be paid in priority to or *pari passu* with the Notes. By holding Notes, 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 of Article 1469 of the Italian Civil Code.

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 Euronext Securities Milan for the account of the relevant Euronext Securities Milan Account Holders. The Notes will be accepted for clearance by Euronext Securities Milan with effect from the relevant 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 Financial Laws Consolidated Act and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.

The Notes will not be assigned any credit rating. The Notes will be subscribed by the Underwriters, subject to the terms and conditions of the Subscription Agreement. This Information Memorandum constitutes also the admission document of the Class J2 Notes for the admission to trading on the professional segment ("**Euronext Access Milan Professional**") of the multilateral trading facility "**Euronext Access Milan**" operated by Borsa Italiana S.p.A. Nor the Senior Notes or the Class J1 Notes are being offered pursuant to this Information Memorandum and no application has been made to list the Senior Notes or the Class J1 Notes on any stock exchange.

Before the Final Maturity Date, the Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 8 (*Redemption, Purchase and Cancellation*)). 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 (together with interest accrued and unpaid thereon) on the Final Maturity Date. The Notes, to the extent not redeemed in full by the Cancellation Date, shall be cancelled on such date.

The Securitisation is not intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of Article 18 of the EU Securitisation Regulation.

CONSOB and Borsa Italiana S.p.A. have not examined nor approved the content of this Information Memorandum.

Nectar SPV S.r.l.

READ, APPROVED AND SIGNED

The Issuer

Arrangers

PHINANCE PARTNERS S.P.A.

BANCA SISTEMA S.P.A.

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RESPONSIBILITY STATEMENTS

None of the Issuer, the Arrangers, the Underwriters has undertaken or will undertake any investigations, searches or other actions to verify the details of the Tax Claims sold by the Sellers to the Issuer and, thereafter from the Issuer to the Purchasers or to establish the creditworthiness of any Purchaser. In each Initial Master Transfer Agreement, the relevant Seller has given certain representations and warranties in favour of the Issuer in relation to, inter alia, the Tax Claims.

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

Banca Sistema has provided the information included in this Information Memorandum under the section entitled "Banca Sistema" and any other information contained in this Information Memorandum relating to itself and accepts responsibility for the information contained in that section. To the best of the knowledge and belief of Banca Sistema (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.

BNP Paribas has provided the information included in this Information Memorandum under the section entitled "BNP Paribas" and any other information contained in this Information Memorandum relating to itself and accepts responsibility for the information contained in that section. To the best of the knowledge and belief of BNP Paribas (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.

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

Representations about the Notes

No person has been authorised to give any information or to make any representation not contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Arrangers, the Representative of the Noteholders, the Issuer, the Sole Quotaholder or any other party to the Transaction Documents. Neither the delivery of this Information Memorandum nor any sale or allotment made in connection with the offering of any of the Notes shall in any circumstances constitute a representation or create an implication that there has not been any change or any event reasonably likely to involve any change in the condition (financial or otherwise) of the Issuer or the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date of this Information Memorandum.

Limited recourse

The Notes constitute direct, secured, limited recourse obligations of the Issuer. 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 Collections and the financial assets (if any) purchased through such Collections will be segregated from all the other assets of the Issuer (including any other receivable purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving from the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the Collections and the financial assets (if any) purchased through such Collections (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, the Other Issuer Creditors and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation. The Noteholders will agree that the Issuer Available Funds will be applied by the Issuer in accordance with the applicable Priority of Payments.

U.S. Risk Retention Rules

The Notes issued on the relevant Issue Date may not be purchased by any person except for persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**"). "**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended. Prospective investors should note that, although the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to the definition of "U.S. person" in Regulation S, the definitions are not identical and that persons who are not "U.S. Persons" under Regulation S may be "U.S. Persons" under the U.S. Risk Retention Rules. Each purchaser of the Notes, including beneficial interests therein, will, by its acquisition of a Note or beneficial interest therein, be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person; (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

The issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules other than the exemption under Section 20 of the U.S. Risk Retention Rules, and no other steps have been taken by the Issuer, the Arrangers, the Retainers, the Underwriters, the bookrunners, the managers or any of their affiliates or any other party to accomplish such compliance.

Selling Restrictions

The distribution of this Information Memorandum and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum (or any part of it) comes are required by the Issuer and the Underwriters to inform themselves about, and to observe, any such restrictions. Neither this Information Memorandum nor any part of it constitutes an offer, and this Information Memorandum 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.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**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 or for the benefit of U.S. persons (as defined in Regulation S under the Securities Act).

The Notes may not be offered or sold directly or indirectly, and neither this Information Memorandum nor any other offering circular or any information memorandum, 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 and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

The Notes are complex instruments which involve a high degree of risk and are suitable for purchase only by sophisticated investors which are capable of understanding the risk involved. In particular the Notes should not be purchased by or sold to individuals and other non-expert investors.

No action has or will be taken which would allow an offering to the public (or an "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 regulations. Accordingly, the Notes may not be offered, sold or delivered and neither this Information Memorandum nor any other offering material relating to the Notes may be distributed or made available to the public in the Republic of Italy. Individual sales of the Notes to any persons in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable laws and regulations.

Neither this Information Memorandum nor any other information supplied in connection with the issue of the Notes should be considered as a recommendation or an invitation or offer by the Issuer or the Arrangers that any recipient of this Information Memorandum, 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.

MIFID II product governance / Professional investors and ECPs only target market

Solely for the purposes of each manufacturer's product approval process under MiFID II, 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 (any such person being a distributor) should take into consideration the manufacturers' target market assessment; however, any such person, being 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.

Interpretation

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

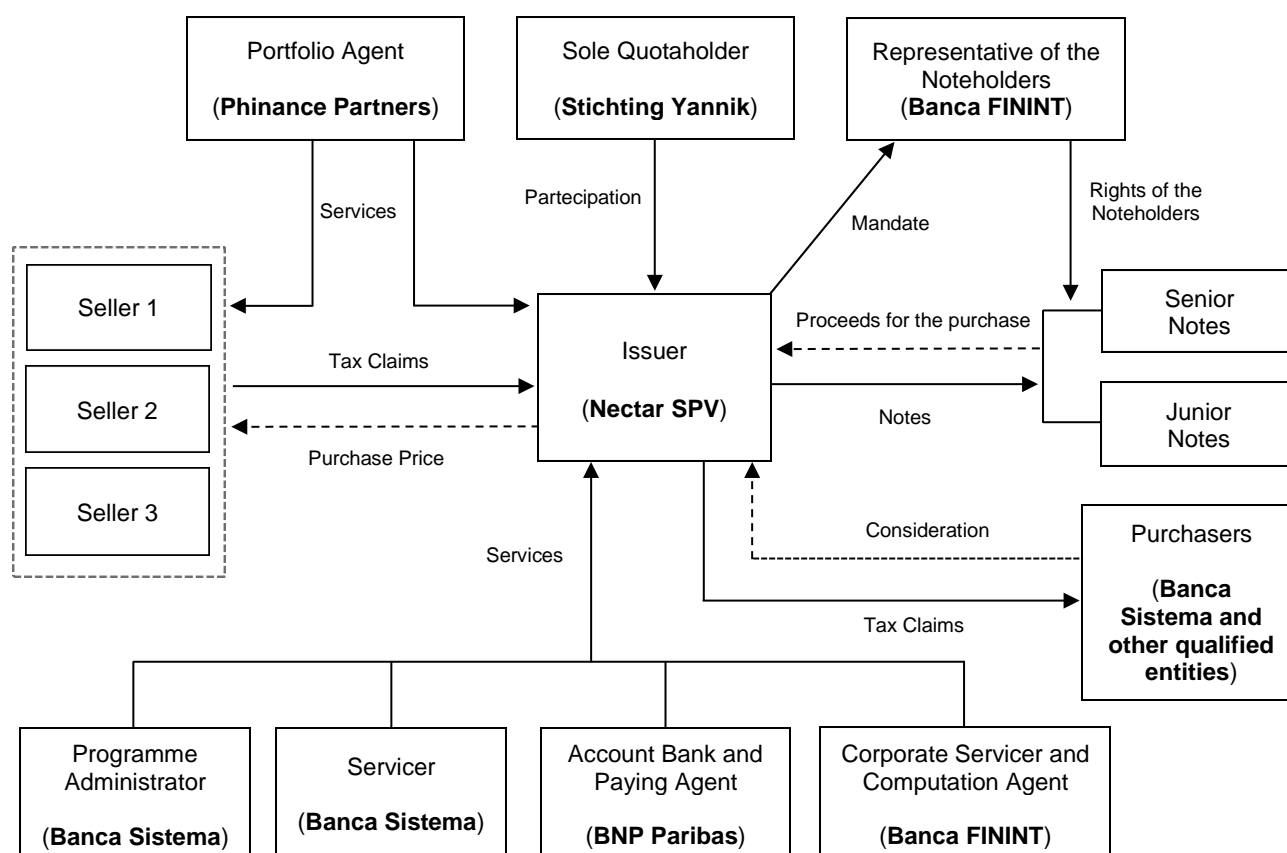
All references in this Information Memorandum to "Euro", "EUR", "€" and "cents" are to the single currency introduced in the member states of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended and integrated from time to time.

The language of this Information Memorandum 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.

TRANSACTION OVERVIEW

The following information is a summary of certain aspects of the transaction, 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 Information Memorandum and in the Transaction Documents. This Information Memorandum contains the information and requirements provided by Article 2, paragraph 3, of the Securitisation Law, it is not exhaustive and it does not purport to be complete. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer, and conduct its own due diligence and investigation on the economic, financial, legal and credit risk associated with the investment in the Notes, the Tax Claims and Claims thereunder.

1. TRANSACTION DIAGRAM



2. THE PRINCIPAL PARTIES

Issuer

NECTAR SPV.

The issued quota capital of the Issuer is equal to €10,000 and is fully held by the Sole Quotaholder.

Sellers

The Suppliers of the services regarding the Property Works, as selected by the Portfolio Agent. The Sellers has assigned and transfer, and will assign and transfer, as the case may be, Tax Claims to the Issuer pursuant to the relevant Initial Master Transfer Agreements.

Purchasers

BANCA SISTEMA and any other qualified entity to be identified by the Issuer (through the Programme

	Administrator). The Purchasers will purchase the Tax Claims from the Issuer pursuant to the relevant Master Transfer Agreements.
Servicer	BANCA SISTEMA. The Servicer will act as such pursuant to the Servicing Agreement.
Reporting Entity	PSC CREDIT IV (B). 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(2) of the EU Securitisation Regulation.
Portfolio Agent	PHINANCE PARTNERS. The Portfolio Agent will act as such pursuant to the Portfolio Management Agreement.
Programme Administrator	BANCA SISTEMA. The Programme Administrator will act as such pursuant to the Programme Administration Agreement.
Verifying Agents	DELOITTE, BDO and any other primary auditing and consulting firm. The Verifying Agents will be identified by the Portfolio Agent pursuant to the terms of the Portfolio Management Agreement.
Computation Agent	BANCA FININT. The Computation Agent will act as such pursuant to the Agency Agreement.
Account Bank	BNP PARIBAS. The Account Bank will act as such pursuant to the Agency Agreement.
Paying Agent	BNP PARIBAS. The Paying Agent will act as such pursuant to the Agency Agreement.
Representative of the Noteholders	BANCA FININT. The Representative of the Noteholders will act as such pursuant to the Subscription Agreement, the Terms and Conditions, the Rules of the Organisation of the Noteholders, the Intercreditor Agreement and the other Transaction Documents.
Corporate Servicer	BANCA FININT. The Corporate Servicer will act as such pursuant to the Corporate Services Agreement.
Sole Quotaholder	STICHTING YANNIK. The Quotaholder will act as such pursuant to the Intercreditor Agreement.
Stichting Corporate Services Provider	M&G TRUSTEE. The Stichting Corporate Services Provider will act as such pursuant to the Stichting Corporate Services Agreement.
Arrangers	BANCA SISTEMA and PHINANCE PARTNERS.
Retainers	PSC CREDIT III (A); PSC CREDIT III (B); PSC CREDIT IV (B). The Retainers will act as such, pursuant to and for the purposes of Article 6 of the EU Securitisation Regulation.
Senior Notes Underwriter	BANCA SISTEMA.

The Senior Notes Underwriter will act as such pursuant to the Subscription Agreement.

Class J1

Notes Underwriter

GREGORIANA.

The Class J1 Notes Underwriter will act as such pursuant to the Subscription Agreement.

Class J2

Notes Underwriters

(i) initially:

- (a) PSC CREDIT III (A);
- (b) PSC CREDIT III (B); and
- (c) PSC CREDIT IV (B);

(ii) following notes transfer agreements entered into on 11 December 2024 and an amendment and accession agreement entered into on 17 December 2024:

- (a) PSC Credit III (A);
- (b) PSC Credit III (B);
- (c) PSC Credit IV (B);
- (d) AZ RAIF I – Absolute Performing Assets I;
- (e) AZ RAIF II – Absolute Performing Assets II;
- (f) AZ ELTIF – Private Debt Digital Lending; and
- (g) Azimut Global Private Debt Evergreen RAIF SCSp

The Class J2 Notes Underwriters will act as such pursuant to the Subscription Agreement.

3. THE PRINCIPAL FEATURES OF THE NOTES

The Notes

The Notes will be issued by the Issuer on the relevant Issue Date in the following classes:

<i>Class A Notes</i>	€ 104,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030;
<i>Class J1 Notes</i>	€ 10,000 Class J1 Asset Backed Partly Paid Notes due December 2030; and
<i>Class J2 Notes</i>	€ 128,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030.

Issue Date

The Notes were issued on the relevant Issue Date.

Issue Price

On the relevant Issue Date the Notes will be issued at 100 per cent. of their principal amount.

Partly paid Notes

The Notes will be issued on a partly paid basis by the Issuer. On the relevant Issue Date the full Nominal Amount of the Notes will be issued. Subject to the Terms and Conditions, the Subscription Agreement and the terms of the other Transaction Documents, on

the relevant Issue Date the Underwriters will subscribe the relevant Class of Notes and pay the relevant Initial Instalments of the subscription price of each Class of Notes.

**Use of proceeds of the
Notes on the Issue Date**

The net proceeds from the issue of the Notes will be applied by the Issuer, on the relevant Issue Date, to:

- (i) *First*, pay (1) the Purchase Price of the First Tax Claims purchased from the First Seller on the First Transfer Date, which has not been already funded through the Advance Instalment and (2) (in full or in part) the Purchase Price of further Tax Claims in relation to which the Verifying Agent has released the relevant Verifying Agent Letter prior to the relevant Issue Date;
- (ii) *Second*, credit the Required Cash Reserve Amount into the Cash Reserve Account, which has not been already funded through the Advance Instalment;
- (iii) *Third*, credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account, which has not been already funded through the Advance Instalment;
- (iv) *Fourth*, pay any fee due to the Arrangers pursuant to the Arrangers Fee Letter, which has not been already funded through the Advance Instalment; and
- (v) *Fifth*, pay any fee and expense due in accordance with the Subscription Agreement and the other Transaction Documents, which has not been already funded through the Advance Instalment.

After the payments set out in paragraphs (i), (ii), (iii), (iv) and (v) above, any remaining amount will be credited to the Pre- Funding Account.

Incremental Instalments

Subject to and in accordance with the Terms and Conditions, the terms of the Subscription Agreement and the other Transaction Documents

- (a) during the Ramp-Up Period, on any Incremental Instalment Date, the Underwriters will pay *pro rata* the relevant Incremental Instalment on the Notes as notified by the Issuer, to allow the Issuer to:
 - (i) *First*, pay (in full or in part) the Purchase Price of the Tax Claims purchased from the Sellers on the Transfer Date preceding the relevant Incremental Instalment Date;
 - (ii) *Second*, credit the Cash Reserve Increase Amount into the Cash Reserve Account;
 - (iii) *Third*, credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account; and
 - (iv) *Fourth*, pay any cost or expense due in accordance with the Subscription Agreement and the other Transaction Documents, as communicated to the Issuer; and

(b) following the end of the Ramp-Up Period on any Incremental Instalment Date, the Underwriters will pay *pro rata* (in the proportion of 45% in respect of the Senior Notes and 55% in respect of the Junior Notes) the relevant Incremental Instalment on the Notes as notified by the Issuer, to allow the Issuer to credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account, provided that the aggregate amounts to be paid by each Underwriter as Incremental Instalment on any such Incremental Instalment Date shall in no event exceed the aggregate principal amount paid by the Issuer and received by the relevant Underwriter in respect of the reimbursement and redemption of the Notes held by it as of such date, it being understood that, in any event, the Senior Noteholder shall not be obliged to pay any Incremental Instalment for the portion exceeding the 45% of Incremental Instalment in accordance with the proportion set out in Condition 3.4.2 (*Incremental Instalments*),

in accordance with the terms and the conditions of the Subscription Agreement and the other Transaction Documents, provided that (a) no Trigger Event or (b) in case the Incremental Instalment is requested to fund the purchase of further Tax Claims, no Purchase Termination Event has occurred or arisen and is continuing as at the relevant Incremental Instalment Date.

The Incremental Instalment in respect of the Notes shall be calculated in accordance with the provisions of the Subscription Agreement and the other Transaction Documents.

Interest on the Senior Notes The Senior Notes will bear fixed interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 5.66 (five/66) per cent *per annum*.

Interest in respect of the Senior Notes will accrue on a daily basis and will be payable monthly 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 Senior Notes will be due on the Payment Date falling in October 2024 in respect of the period from (and including) the relevant Issue Date to (but excluding) such Payment Date.

Interest on the Junior Notes The Junior Notes will bear fixed interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 10 (ten) per cent *per annum*.

Interest in respect of the Junior Notes will accrue on a daily basis and will be payable monthly 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 Junior Notes will be due on the Payment Date falling in October 2024 in respect of the period from (and including) the relevant Issue Date to (but excluding) such date.

Additional remuneration of

the Junior Notes	<p>The Junior Notes will have in addition a remuneration equal to the MOIC Amounts and the Additional Return which will be payable monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments.</p>
Form, denomination and title	<p>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 Euronext Securities Milan for the account of the relevant Euronext Securities Milan Account Holders. The Notes will be accepted for clearance by Euronext Securities Milan with effect from the relevant 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 <i>bis</i> of the Financial Laws Consolidated Act and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.</p> <p>The denomination of the Senior Notes and the Class J2 Notes will be Euro 100,000 with additional increments of Euro 1,000.</p> <p>The denomination of the Class J1 Notes will be Euro 1,000 with additional increments of Euro 1,000.</p>
Status and Ranking	<p>In respect of the obligations of the Issuer to pay interest and repay principal on the Notes, subject to the provisions of the relevant Priority of Payments, the Notes of each Class will rank at all times as set out in Condition 6 (<i>Priority of Payments</i>).</p> <p>As a result, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the Junior Noteholders.</p>
Withholding on the Notes	<p>As at the date of this Information Memorandum, payments of interest and other proceeds under the Notes may be subject to a Decree 239 Deduction. Upon the occurrence of any withholding or deduction for or on account of tax from any payment under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes on account of such withholding or deduction.</p>
Mandatory redemption	<p>The Notes of each Class will be subject to mandatory redemption in full (or in part <i>pro rata</i>) on any Payment Date, in accordance with the provisions of the Terms and Conditions, in each case if and to the extent that, on the relevant Payment Date, there are sufficient Issuer Available Funds which may be applied towards redemption of the Notes, in accordance with the applicable Priority of Payments.</p>
Optional redemption	<p>Unless previously redeemed in full, on any Payment Date falling after December 2028, the Issuer, having given not less than 30 (thirty) days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with Condition 16 (<i>Notices</i>), may redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole but not in part) at their Principal Amount Outstanding, together with interest accrued thereon, up to the date fixed for redemption, in accordance with the Condition 8.3 (<i>Redemption, Purchase and Cancellation - Optional redemption</i>), provided that:</p> <ul style="list-style-type: none"> (a) no Trigger Event has occurred prior to or upon the relevant Payment Date; and (b) the Issuer has certified to the Representative of the Noteholders and produced evidence acceptable to the Representative of the Noteholders that it will have the

necessary funds (not subject to the interests of any person) to discharge all of its outstanding liabilities in respect of the Senior Notes, the Junior Notes and any amount required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with the Senior Notes.

The Issuer may obtain the necessary funds in order to effect the above optional redemption of the Notes, in accordance with Condition 8.3.1 (*Redemption, Purchase and Cancellation - Optional redemption*), through the sale of the Aggregate Portfolio subject to the terms and conditions of the Intercreditor Agreement. The relevant sale proceeds shall form part of the Issuer Available Funds.

Redemption for taxation

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) the Issuer or any other person would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) from any payment of principal or interest on any Class of Notes (the "**Affected Class**"), any amount 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 (or that amounts payable to the Issuer in respect of the Aggregate Portfolio would be subject to withholding or deduction) (hereinafter, the "**Tax Event**"); and
- (b) the Issuer will have the necessary funds (not subject to the interests of any other person) to discharge all of its outstanding liabilities in respect of the Affected Class and any amount required to be paid, according to the Post-Enforcement Priority of Payments in priority to or *pari passu* with the Notes of the Affected Class, then the Issuer may, on such Payment Date, at its option, having given not less than 30 (thirty) days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with Condition 16 (*Notices*), redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole but not in part) at their Principal Amount Outstanding together with all accrued but unpaid interest thereon up to and including the relevant Payment Date, in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*).

Following the occurrence of a Tax Event, the Issuer may, or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Noteholders) direct the Issuer to dispose of the Aggregate Portfolio, or any part thereof, to finance the early redemption of the Notes in accordance with Condition 8.4 (*Redemption,*

Purchase and Cancellation - Redemption for taxation), subject to the terms and conditions of the Intercreditor Agreement.

**Source of payments
of the Notes**

The principal source of payment of interest and additional remuneration and of repayment of principal on the Notes, will be the Collections made in respect of the Claims comprised in the Aggregate Portfolio.

**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 Collections and the financial assets (if any) purchased through such Collections will be segregated from all the other assets of the Issuer (including any other receivable purchased by the Issuer pursuant to the Securitisation Law).

Therefore, any cash-flow deriving from the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the Collections and the financial assets (if any) purchased through such Collections (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, the Other Issuer Creditors and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation.

The Aggregate Portfolio may not be seized or attached in any form by creditors of 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.

**Limited recourse obligations
of the Issuer**

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

(a) Claim limited to the Issuer Available Funds

each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the applicable Priority of Payments and will not have, by operation of law or otherwise, any claim against, or recourse to, the Issuer's other assets or its contributed capital;

(b) *Sums to the Noteholders*

sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder; and (ii) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to or pari passu with such sums payable to such Noteholder; and

(c) *No further claim against the Issuer*

upon:

- (i) the completion of any proceedings for the recovery of the Claims pursuant to the Programme Administration Agreement and the Servicing Agreement (such completion to be notified by the Programme Administrator and the Servicer to the Representative of the Noteholders) and the application of the relevant Collections in accordance with the applicable Priority of Payments, and
- (ii) the Representative of the Noteholders giving written notice in accordance with Condition 16 (Notices) that it has determined that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio or the Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Notes and the Transaction Documents and the Servicer having confirmed the same in writing to the Issuer and the Representative of the Noteholders,

the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

The provisions of paragraph (c) above are subject to none of the Noteholders objecting to such determinations of the Programme Administrator and the Servicer for reasonably grounded reasons within 45 (fortyfive) days from the notice thereof. If any of the Noteholders objects such determination within such term, the Programme Administrator 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 or any Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents. Such determination shall be definitive and binding for all the Noteholders.

Non Petition

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 the Notes and any of the Transaction Documents or enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of such obligations or to enforce the Security, save as provided by the Rules of the Organisation of the Noteholders. In particular no Noteholder:

(a) *No enforcement of the Security*

is entitled, save as expressly permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Security or take any proceedings against the Issuer to enforce the Security;

(b) *No right against the Issuer*

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;

(c) *No cause or initiate an Insolvency Event in relation to the Issuer*

shall be entitled, both before and following the service of a Trigger Notice, until the date falling 2 (two) years and 1 (one) day after the date on which all the Notes and any other notes issued in the context of any other securitisation carried out by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, to cause, initiate or join any person in initiating an Insolvency Event in relation to the Issuer; and

(d) *No action not in compliance with the Priority of Payments*

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

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 (together with interest accrued and unpaid thereon) on the Final Maturity Date.

Cancellation Date

The Notes shall 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 (i) the Servicer has certified to the Issuer and the Representative of the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Aggregate Portfolio being available to the Issuer or (ii) if any of the Noteholders objected the Programme Administrator and/or the Servicer determination for reasonably grounded reasons within 45 (fortyfive) days from the notice of the Programme Administrator, the date on which the determination by an independent firm is made in accordance with the terms of the Transaction Documents,

at which date any amount outstanding, whether in respect of interest, principal and/or other amounts in respect of the Notes, shall be finally and definitively cancelled.

The Organisation 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 which has been appointed by the Underwriters on or about the relevant Issue Date, subject to and in accordance with the provisions of the Subscription Agreement. Each Noteholder is deemed to accept such appointment.

No listing

No application will be made to list the Notes on any stock exchange, save for the Class J2 Notes.

No rating

The Notes will not be assigned any credit rating as at the relevant Issue Date.

No STS Securitisation

The Securitisation is not intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of Article 18 of the EU Securitisation Regulation.

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 current market standard restrictions on the sale of the Notes and on the distribution of information in respect thereof.

Any transfer of the Notes during the Ramp-Up Period shall be notified in writing to the Issuer and the Servicer.

4. ACCOUNTS

Collection Account

The Issuer has established with the Account Bank the Collection Account, into which all the Collections received or made in respect of the Claims, as well as all the other amounts received by the Issuer in connection with the Tax Claims will be credited (except

	for a reserve calculated by the Portfolio Agent, in agreement with the Noteholders, and communicated to the Issuer and the Computation Agent used to purchase Tax Claims still subject to the Verifying Agents' due diligence result and associated costs), in accordance with the provisions of the Agency Agreement and the other Transaction Documents.
Payments Account	The Issuer has established with the Paying Agent the Payments Account, into which all the amounts due to the Issuer under any of the Transaction Documents (other than the Collections) will be paid, in accordance with the provisions of the Agency Agreement and the other Transaction Documents.
Pre-Funding Account	The Issuer has established with the Account Bank the Pre-Funding Account into which (a) the remaining amount (if any) deriving from the Initial Instalments after the payment made by the Issuer on the relevant Issue Date in accordance with the Transaction Documents, (b) the net proceeds deriving from the Incremental Instalments on the Notes, (c) the amounts deposited in the Payments Account which, on each Payment Date, have not been used and applied in accordance with the Priority of Payments will be credited, during the Ramp-Up Period, for the purchase of the Tax Claims and (d) any sum deposited into the Collection Account shall be credited on a daily basis (during the Ramp-Up Period), in accordance with the provisions of the Agency Agreement and the other Transaction Documents (except for a reserve calculated by the Portfolio Agent, in agreement, with the Noteholders, communicated to the Issuer and the Computation Agent and used to purchase Tax Claims still subject to the Verifying Agents' due diligence result and associated costs).
Cash Reserve Account	The Issuer has established with the Account Bank the Cash Reserve Account for the deposit, on the relevant Issue Date, of the Required Cash Reserve Amount and, thereafter, on each Payment Date, of the Cash Reserve Increase Amount, in accordance with the provisions of the Agency Agreement and the other Transaction Documents.
Indemnity Reserve Account	The Issuer has established with the Account Bank the Indemnity Reserve Account for the deposit, on the Signing Date, of the Required Indemnity Reserve Amount and, thereafter, on each Payment Date, of the Indemnity Reserve Increase Amount, in accordance with the provisions of the Agency Agreement and the other Transaction Documents.
Quota Capital Account	The Issuer has established with Banca FININT the Quota Capital Account for the deposit of the Issuer's quota capital, in accordance with the provisions of the Agency Agreement and the other Transaction Documents.
Eligible Accounts	The Eligible Accounts will be maintained with an Eligible Institution.
5. CREDIT STRUCTURE Aggregate Portfolio	The Aggregate Portfolio comprises the Tax Claims purchased by the Issuer from the Sellers and the Claims of the Issuer towards the Purchasers.

Purchase Conditions

In addition, the Tax Claims which will be comprised in the Aggregate Portfolio shall satisfy the Purchase Conditions.

Settlement**Available Funds**

The Settlement Available Funds means, in respect of any Settlement Date, the aggregate of all the amounts standing to the credit of the Pre-Funding Account.

Issuer Available Funds

The Issuer Available Funds means, in respect of any Payment Date, the aggregate amounts of:

- (a) any Collection and all amounts received or recovered by the Issuer or on behalf of the Issuer in respect of the Claims, or from any party to the Transaction Documents during the Collection Period immediately preceding the relevant Payment Date (including but not limited to, for the avoidance of any doubt, all amounts received from the sale, if any, of the Aggregate Portfolio (in whole or in part) together with any proceeds deriving from the enforcement of the Issuer's Rights, in accordance with the provisions of the Transaction Documents);
- (b) all amounts of interest accrued and paid on the Eligible Accounts (if any) during the Collection Period immediately preceding the relevant Payment Date;
- (c) any and all other amounts standing to the credit of the Eligible Accounts (excluding: (i) any amount paid as Initial Instalment and/or Incremental Instalment on each Class of Notes in accordance with the Subscription Agreement; (ii) any Settlement Available Funds unless there are no Collections for the payment of any fees and expenses; (iii) the Indemnity Reserve Amount standing on the Indemnity Reserve Account, save for (A) payment of indemnities; and (ii) the amounts standing to such account before the Payment Date on which the Notes are redeemed in full or cancelled, as the specified in the Schedule 1 point c) of the Agency Agreement)) following the payments required to be made from such Eligible Accounts on the immediately preceding Payment Date; and
- (d) any amount paid to the Issuer by the Purchasers as indemnity paid by the further transferees of the Tax Claims to the Purchasers under the relevant transfer agreement executed by the Purchasers as transferors and the further transferees of the Tax Claims as transferees.

Purchase Termination Events

Pursuant to the Intercreditor Agreement, the occurrence of any of the following events during the Ramp-Up Period shall constitute a Purchase Termination Event:

- (a) *Breach of obligations by any Purchaser:*
 - (i) any Purchaser defaults in the performance or observance of any of its payment obligations

under or in respect of any of the Transaction Documents to which it is a party and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 10 (ten) Business Days after the Representative of the Noteholders has given written notice thereof to the Issuer and the relevant Purchaser, declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or

- (ii) any Purchaser defaults in the performance or observance of any of its obligations under or in respect of any of the Transaction Documents to which it is a party - other than the payment obligations under (i) above - and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the relevant Purchaser declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or

(b) *Breach of representations and warranties by any Purchaser:*

any of the representations and warranties given by any Purchaser under any of the Transaction Documents to which it is party is or proves to have been incorrect in any material respect which is materially prejudicial to the interest of the Noteholders in the opinion of the Representative of the Noteholders when made or repeated and such breach is not remedied; or

(c) *Insolvency of any Purchaser:*

- (i) 30 (thirty) days have elapsed since an application is made for the commencement of an *amministrazione straordinaria* or *liquidazione coatta amministrativa* or any other applicable bankruptcy proceedings or preparatory or early intervention measures pursuant to the Directive 2014/59/EU (as implemented from time to time) against any Purchaser in any jurisdiction and such application has not been rejected by the relevant court nor has it been withdrawn by the relevant applicant (unless the relevant Purchaser has provided the Representative of the Noteholders with a legal opinion or other adequate comfort confirming that such application is manifestly without grounds); or

- (ii) any Purchaser becomes subject to any *amministrazione straordinaria, liquidazione coatta amministrativa* or any other applicable bankruptcy proceedings in any jurisdiction or the whole or any substantial part of the assets of the relevant Purchaser are subject to a *pignoramento* or similar procedure having a similar effect; or
 - (iii) any Purchaser takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or
- (d) *Winding up of any Purchaser:*
an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of any Purchaser; or
- (e) *Breach of obligations by the Servicer and/or the Programme Administrator:*
- (i) any of the Servicer and/or the Programme Administrator defaults in the performance or observance of any of its payment obligations under or in respect of any of the Transaction Documents to which it is a party and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 10 (ten) Business Days after the Representative of the Noteholders has given written notice thereof to the Issuer and the Servicer and/or the Programme Administrator (as the case may be) declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or
 - (ii) any of the Servicer and/or the Programme Administrator defaults in the performance or observance of any of its obligations under or in respect of any of the Transaction Documents to which it is a party - other than the payment obligations under (i) above - and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer and the Servicer and/or the Programme

Administrator (as the case may be) declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or

- (f) *Breach of representations and warranties by any of the Servicer and/or the Programme Administrator:*

any of the representations and warranties given by any of the Servicer and/or the Programme Administrator under any of the Transaction Documents to which it is party is or proves to have been incorrect in any material respect which is materially prejudicial to the interest of the Noteholders in the opinion of the Representative of the Noteholders when made or repeated and such breach is not remedied; or

- (g) *Insolvency of the Servicer and/or the Programme Administrator:*

(i) 30 (thirty) days have elapsed since an application is made for the commencement of an *amministrazione straordinaria* or *liquidazione coatta amministrativa* or any other applicable bankruptcy proceedings or preparatory or early intervention measures pursuant to the Directive 2014/59/EU (as implemented from time to time) against the Servicer and/or the Programme Administrator in any jurisdiction and such application has not been rejected by the relevant court nor has it been withdrawn by the relevant applicant (unless the Servicer and/or the Programme Administrator (as the case may be) have provided the Representative of the Noteholders with a legal opinion or other adequate comfort confirming that such application is manifestly without grounds); or

(ii) any of the Servicer and/or the Programme Administrator becomes subject to any *amministrazione straordinaria, liquidazione coatta amministrativa* or any other applicable bankruptcy proceedings in any jurisdiction or the whole or any substantial part of the assets of the Servicer and/or the Programme Administrator (as the case may be) are subject to a *pignoramento* or similar procedure having a similar effect; or

(iii) any of the Servicer and/or the Programme Administrator takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its

obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

- (h) *Winding up of the Servicer and/or the Programme Administrator:*
an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the Servicer and/or the Programme Administrator; or
- (i) *Service of a Trigger Notice:*
the Representative of the Noteholders has served a Trigger Notice; or
- (j) *Material Adverse Effect:*
a Material Adverse Effect has occurred that, in the opinion of the Representative of the Noteholders (on the basis of the opinion of the Noteholders) is materially prejudicial to or has a material negative impact on the interest of the Noteholders; or
- (k) *Change in law:*
a change of law has definitively occurred that, in the opinion of the Representative of the Noteholders (on the basis of the opinion of the Noteholders) is materially prejudicial to or has a material negative impact on the interest of the Noteholders; or
- (l) *Notice by the Programme Administrator*
the Programme Administrator has notified and given evidence to the Issuer and the Representative of the Noteholders that any of the subsequent buyers of Tax Claims from a Purchaser, representing more than 20% of the sales in the business plan of the Securitisation:
 - (i) is/are subject to an Insolvency Event;
 - (ii) have breached any of its obligation pursuant to the transfer agreement of the Tax Claims entered into with the relevant Purchaser.

Upon the occurrence of any Purchase Termination Event, the Representative of the Noteholders shall serve a Purchase Termination Notice on the Issuer stating that a Purchase Termination Event has occurred.

After the service of a Purchase Termination Notice, the Ramp-Up Period will be terminated, the Issuer shall refrain from purchasing any further Tax Claim and, unless a Trigger Notice has been served, the Pre-Enforcement Priority of Payments shall continue to apply.

Seller Purchase Termination Events Pursuant to the Intercreditor Agreement, the occurrence of any of the following events during the Ramp-Up Period, in respect of a Seller, shall constitute a Seller Purchase Termination Event:

- (a) *Breach of obligations by the relevant Seller:*

- (i) the relevant Seller defaults in the performance or observance of any of its payment obligations under or in respect of any of the Transaction Documents to which it is a party and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 5 (five) days after the Representative of the Noteholders has given written notice thereof to the Issuer, declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or
 - (ii) the relevant Seller defaults in the performance or observance of any of its obligations under or in respect of any of the Transaction Documents to which it is a party - other than the payment obligations under (i) above - and (except where, in the reasonable opinion of the Representative of the Noteholders, such default is not capable of remedy) such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Issuer declaring that such default is, in its opinion, materially prejudicial to the interest of the Noteholders; or
- (b) *Breach of representations and warranties by the relevant Seller:*
- any of the representations and warranties given by the relevant Seller under any of the Transaction Documents to which it is party is or proves to have been incorrect in any material respect which is materially prejudicial to the interest of the Noteholders in the opinion of the Representative of the Noteholders when made or repeated and such breach is not remedied; or
- (c) *Insolvency of the relevant Seller:*
- (i) an application is made for the commencement of an *amministrazione straordinaria* or *liquidazione coatta amministrativa* or any other applicable bankruptcy proceedings or preparatory or early intervention measures pursuant to the Directive 2014/59/EU (as implemented from time to time) against the relevant Seller in any jurisdiction and such application has not been rejected by the relevant court nor has it been withdrawn by the relevant applicant (unless the relevant Seller has provided the Representative of the Noteholders with a legal opinion or other adequate comfort confirming that such application is manifestly without grounds); or

- (ii) the relevant Seller becomes subject to any applicable bankruptcy proceedings in any jurisdiction or the whole or any substantial part of the assets of the relevant Seller are subject to a foreclosure or similar procedure having a similar effect; or
 - (iii) the relevant Seller takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or
- (d) *Winding up of the relevant Seller:*
- an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the relevant Seller.

Upon the occurrence of any Seller Purchase Termination Event, the Representative of the Noteholders shall serve a Seller Purchase Termination Notice on the Issuer stating that a Seller Purchase Termination Event has occurred.

After the service of a Seller Purchase Termination Notice, the Issuer shall refrain from purchasing any further Tax Claim from the relevant Seller.

Trigger Events

Condition 13.1 (*Trigger Events – Trigger Events*) provides the following Trigger Events:

- (a) *Non-payment:* the Issuer defaults in the payment of:
 - (i) (1) the Interest Amount payable on the Senior Notes for 2 (two) consecutive Payment Dates; or
 - (2) in case there are sufficient Issuer Available Funds in accordance with the applicable Priority of Payments, the amount of principal due and payable on the Senior Notes on the relevant Payment Date (as set out in the relevant Payments Report), and such default is not remedied within a period of 5 (five) Business Days from the due date thereof; or
 - (ii) any amount due to the Other Issuer Creditors under items *First*, *Second* and *Third* of the Pre- Enforcement Priority of Payments and such default is not remedied within a period of 10 (ten) Business Days from the due date thereof; or
- (b) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes or any of the Transaction

Documents to which it is a party (other than any obligation specified in (a) above) which is in the Representative of the Noteholders' sole and absolute opinion materially prejudicial to the interests of the Noteholders and such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders having given written notice thereof to the Issuer requiring the same to be remedied (except where, in the sole 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 and relating to itself (and not the Tax Claims) is, or proves to have been, 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 15 (fifteen) days after the Representative of the Noteholders has served notice 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 (in any respect deemed to be material by the Representative of the Noteholders) for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

Trigger Notice

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

- (a) in the case of a Trigger Event under (a), (d) or (e) above, shall; and/or
- (b) in the case of a Trigger Event under (b) or (c) above, if so directed by an Extraordinary Resolution of the Noteholders, shall,

serve a Trigger Notice to the Issuer. Upon the service of a Trigger Notice, the Notes will be due and payable at their Principal Amount Outstanding and the Issuer Available Funds shall be applied in accordance with the Post-Enforcement Priority of Payments.

Following the service 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.

Following the service of a Trigger Notice, the Issuer may (subject to the consent of the Representative of the Noteholders), or the Representative of the Noteholders may (or shall if so requested by

an Extraordinary Resolution of the Noteholders) direct the Issuer to, dispose of the Aggregate Portfolio (in full or in part), subject to the terms and conditions of the Intercreditor Agreement. It is understood that no provisions shall require the automatic liquidation of the Aggregate Portfolio.

Use of Settlement

Available Funds

During the Ramp-Up Period, the Settlement Available Funds shall be identified and calculated on each Settlement Date in order to allow the Issuer to make the following payments at the Incremental Instalment Date:

- (i) First, pay (in full or in part) the Purchase Price of the Tax Claims purchased from the Sellers on the Transfer Date preceding the relevant Incremental Instalment Date;
- (ii) Second, credit the Cash Reserve Increase Amount into the Cash Reserve Account;
- (iii) Third, credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account; and
- (iv) Fourth, pay any cost or expense due in accordance with the Subscription Agreement and the other Transaction Documents, as communicated to the Issuer.

Pre-Enforcement Priority of Payments

Prior to (a) the service of a Trigger Notice, (b) the event of a redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Cash Reserve Account have been insufficient to pay such costs during the immediately preceding Collection Period);
- (ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;
 - (b) any amounts due and payable on such Payment Date to the Servicer, the Programme Administrator, the Account Bank, the Paying Agent, the Computation Agent, the Corporate Servicer, the Stichting Corporate Services Provider and any Other Issuer Creditor (but excluding any amounts to be paid under any item set out below in this Priority of

Payments);

- (c) the Portfolio Agent Fixed Fee, the BS Purchaser Upfront Fee and the BS Purchaser Fixed Fee;
- (iii) *Third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other documented costs, fees and expenses due to the Underwriters and/or other entities which are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;
- (iv) *Fourth*, to pay any indemnity amount due and payable to any Purchaser pursuant to the relevant Master Transfer Agreement;
- (v) *Fifth*, to credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account;
- (vi) *Sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Senior Notes;
- (vii) *Seventh*, to credit the Required Cash Reserve Amount into the Cash Reserve Account;
Eighth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Junior Notes;
- (viii) *Ninth*, during the Ramp-Up Period, to pay all the Issuer Available Funds remaining after the payments made from item (i) to (viii) on the Pre- Funding Account;
- (ix) *Tenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any Principal Amount Outstanding on the Senior Notes, until such Principal Amount Outstanding on the Senior Notes is equal to Euro 100,000.00 (onehundredthousand) and (b) on the last Payment Date, the remaining Principal Amount Outstanding on the Senior Notes until redemption in full;
- (x) *Eleventh*, to pay, following the end of the Ramp-Up Period, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding on the Junior Notes until such Principal Amount Outstanding on the Junior Notes is equal to Euro 1,000;
- (xi) *Twelfth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.10 Amount;
- (xii) *Thirteenth*, if, on the relevant Payment Date, Banca Sistema is not in breach of its representations and warranties and/or obligations under any Transaction

- Document, following the end of the Ramp-Up Period, to pay to Banca Sistema the BS Purchaser First Performance Fee;
- (xiii) *Fourteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.20 Amount;
 - (xiv) *Fifteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are not in breach of their representations and warranties and/or obligations under any of the Transaction Documents, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
 - (xv) *Sixteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.35 Amount;
 - (xvi) *Seventeenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are in breach of any of their representations and warranties and/or obligations under any of the Transaction Documents, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee, the BS Purchaser First Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
 - (xvii) *Eighteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) to the Programme Administrator, the Programme Administrator Performance Fee; and
 - (b) to the Junior Noteholders the Additional Return; and
 - (xviii) *Nineteenth*, on the Cancellation Date, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding in respect of the Junior Notes.

The Issuer shall, if necessary, make the payments set out under items *First* and *Third* paragraph (b) above also on any day during an Interest Period using the amounts standing to the credit of the Cash Reserve Account in accordance with the provisions of the Agency Agreement.

Priority of Payments

(a) Following the service of a Trigger Notice, (b) in the event of redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) in the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) starting from the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

- (i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Cash Reserve Account have been insufficient to pay such costs during the immediately preceding Collection Period);
- (ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;
 - (b) any amounts due and payable on such Payment Date to the Servicer, the Programme Administrator, the Account Bank, the Paying Agent, the Computation Agent, the Corporate Servicer, the Stichting Corporate Services Provider and any Other Issuer Creditor (but excluding any amounts to be paid under any item set out below in this Priority of Payments);
 - (c) the Portfolio Agent Fixed Fee, the BS Purchaser Upfront Fee and the BS Purchaser Fixed Fee;
- (iii) *Third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, unless an Insolvency Event has occurred in respect of the Issuer, any other documented costs, fees and expenses due to the Underwriters and/or other entities which are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;
- (iv) *Fourth*, to pay any indemnity amount due and payable to any Purchaser pursuant to the relevant Master Transfer Agreement;
- (v) *Fifth*, to credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account;
- (vi) *Sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Senior Notes;
- (vii) *Seventh*, to credit the Required Cash Reserve Amount into

the Cash Reserve Account;

- (viii) *Eighth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any Principal Amount Outstanding on the Senior Notes, until such Principal Amount Outstanding on the Senior Notes is equal to Euro 100,000.00 (onehundredthousand) and (b) on the last Payment Date, the remaining Principal Amount Outstanding on the Senior Notes until redemption in full;
- (ix) *Ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Junior Notes;
- (x) *Tenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding on the Junior Notes until the Principal Amount Outstanding on the Junior Notes is equal to Euro 1,000;
- (xi) *Eleventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.10 Amount;
- (xii) *Twelfth*, if, on the relevant Payment Date, Banca Sistema is not in breach of its representations and warranties and/or obligations under any Transaction Document, to pay to Banca Sistema the BS Purchaser First Performance Fee;
- (xiii) *Thirteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.20 Amount;
- (xiv) *Fourteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are not in breach of their representations and warranties and/or obligations under any of the Transaction Documents, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
- (xv) *Fifteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.35 Amount;
- (xvi) *Sixteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are in breach of any of their representations and warranties and/or obligations under any of the Transaction Documents, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee, the BS Purchaser First Performance Fee and the BS Purchaser

Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;

- (xvii) *Seventeenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders any other amount due and payable under the Transaction Documents to the extent not already paid or payable under any item above in this Priority of Payments;
- (xviii) *Eighteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) to the Programme Administrator, the Programme Administrator Performance Fee; and
 - (b) to the Junior Noteholders the Additional Return; and
- (xix) *Nineteenth*, on the Cancellation Date, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding in respect of the Junior Notes.
- (xx) Unless an Insolvency Event has occurred with respect to the Issuer, the Issuer shall, if necessary, make the payments set out under items *First* and *Third* paragraph (b) above also during the following Interest Period using the amounts standing to the credit of the Cash Reserve Account in accordance with the provisions of the Agency Agreement.

6. REPORTS

Servicer Report

Under the Servicing Agreement, the Servicer shall prepare, on each Servicer Report Date, the Servicer Report, setting out certain information on the performance of the Tax Claims during the relevant Collection Period.

Tax Claims Report

Under the Servicing Agreement, the Servicer shall prepare, on each Tax Claims Report Date, the Tax Claims Report, setting out certain information on the performance of each Tax Claim during the relevant Collection Period.

Portfolio Agent Report

Under the Portfolio Agent Agreement, the Portfolio Agent shall prepare, on each Portfolio Agent Report Date, the Portfolio Agent Report, setting out certain information on (a) the Tax Claims to be transferred to the Issuer and (b) the relevant Sellers.

Programme Administrator Report

Under the Programme Administration Agreement, the Programme Administrator shall prepare, on each Programme Administrator Report Date, the Programme Administrator Report, setting out certain information on (a) the Tax Claims to be transferred by the Issuer, (b) the relevant Purchasers, (c) the Collections and (d) any Insolvency Proceeding in respect thereof.

Account Bank Report

Under the Agency Agreement, the Account Bank has undertaken to prepare, on each Account Bank Report Date, the Account Bank Report setting out certain information concerning the transfers and the balances relating to the Eligible Accounts.

Paying Agent Report

Under the Agency Agreement, the Paying Agent has undertaken to

	prepare, no later than the first day of each Interest Period, the Paying Agent Report setting out information in respect of certain calculations to be made on the Notes.
Payments Report	Under the Agency Agreement, the Computation Agent has undertaken to prepare, on or prior to each Calculation Date, the Payments Report setting out, <i>inter alia</i> , the Issuer Available Funds and each of the payments and allocations to be made by the Issuer on the next Payment Date, in accordance with the applicable Priority of Payments.
Transparency Loan Report	<p>Under the Servicing Agreement and the Intercreditor Agreement, the Servicer has undertaken to:</p> <ul style="list-style-type: none"> (a) prepare the Transparency Loan Report setting out all the information required to comply with Article 7(1)(a) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; and (b) submit such Transparency Loan Report to the Reporting Entity, in a timely manner in order for the Reporting Entity to make it available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date.
Transparency Investors' Report	<p>Under the Intercreditor Agreement, the Computation Agent has undertaken to:</p> <ul style="list-style-type: none"> (a) prepare the Annex 12 Report, setting out all the information with respect to the Notes, required to comply with Article 7(1)(e) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; and (b) submit such Annex 12 Report, in a timely manner in order for the Reporting Entity to make it available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date; and <p>Under the Servicing Agreement and the Intercreditor Agreement, the Servicer has undertaken to:</p> <ul style="list-style-type: none"> (i) prepare the Annex 14 Report, setting out all the information with respect to the Notes required to comply with Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards; (ii) submit such Annex 14 Report, in a timely manner in order for the Reporting Entity to make it available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes without delay, in case an inside information or significant event (within the respective meanings of Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation) has occurred.
Investors' Report	Under the Agency Agreement, the Computation Agent has

undertaken to prepare, on or prior each Investors' Report Date, the Investors' Report setting out certain information with respect to the Notes. The Investors' Report will be published on the on the website "[https://www.securitisation- services.com/](https://www.securitisation-services.com/)" and freely available to the investors in the Notes.

Incremental Instalment

Request

Under the Agency Agreement, the Issuer has undertaken to prepare on each Incremental Instalment Request Date, with the cooperation of the Computation Agent, the Incremental Instalment Requests setting out certain information relating to the Incremental Instalments.

Material Net Economic

Interest in the Securitisation

Under the Intercreditor Agreement and the Subscription Agreement, each Retainer has undertaken that it will:

- (a) retain, on an on-going basis, a material net economic interest in the Securitisation of not less than 5 (five) per cent., in accordance with option (d) of Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards;
- (b) not change the manner in which such material net economic interest is held, unless expressly permitted by Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards;
- (c) procure that any change to the manner in which such retained interest is held in accordance with paragraph (b) above will be notified to the Computation Agent to be disclosed in the Transparency Investors' Report and the Investors' Report; and
- (d) comply with the disclosure obligations imposed under Article 7(1)(e)(iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, subject always to any requirement of law,

provided that each Retainer is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the applicable Regulatory Technical Standards are applicable to the Securitisation.

In addition, each Retainer undertakes that the material net economic interest held by it shall not be subject to any credit-risk mitigation or hedging, in accordance with Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

7. TRANSACTION DOCUMENTS

Initial Master

Transfer Agreements

Pursuant to:

- (a) an Initial Master Transfer Agreement and the relevant

Purchase Deed entered into between the Issuer and the First Seller, such First Seller has assigned and transferred to the Issuer the relevant First Tax Claims; and

- (b) Initial Master Transfer Agreements and Purchase Deeds to be entered into, during the Ramp-Up Period, between the Issuer and the relevant Sellers, such Sellers will assign and transfer to the Issuer the relevant Tax Claims,

in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the relevant Initial Master Transfer Agreement.

Pursuant to each Initial Master Transfer Agreement, the relevant Seller (a) has given or will give (as the case may be) certain representations and warranties in favour of the Issuer in relation to, *inter alia*, the Tax Claims and (b) has agreed or will agree (as the case may be) to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase, ownership and transfer of the Tax Claims and the breach of the relevant representations and warranties given by the Seller.

**Purchase Price of the
Tax Claims**

The Purchase Price of:

- (a) the First Tax Claims has been paid by the Issuer on the relevant Issue Date; and
- (b) further Tax Claims will be paid by the Issuer on the Settlement Date immediately following the relevant Transfer Date,

in accordance with the provisions of the relevant Initial Master Transfer Agreement.

**BS Master Transfer
Agreement**

Pursuant to the BS Master Transfer Agreement, the Issuer and Banca Sistema have agreed that, during the Sale Period and up to the end thereof, the Issuer will assign and transfer to Banca Sistema Tax Claims by entering into the relevant Transfer Deeds, in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the BS Master Transfer Agreement.

Master Transfer Agreements

Pursuant to each Master Transfer Agreement and the relevant Transfer Deeds which may be entered into between the Issuer and a Purchaser (other than Banca Sistema), during the Sale Period and up to the end thereof, the Issuer will assign and transfer to the relevant Purchaser the Tax Claims, in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the relevant Master Transfer Agreement and Transfer Deeds.

**Consideration for the
Tax Claims**

The Consideration for each Tax Claim will be paid by the relevant Purchaser in accordance with the provisions of the relevant Master

	Transfer Agreement.
Put Option Agreement	Pursuant to the Put Option Agreement, Banca Sistema has granted to the Issuer an option to sell to Banca Sistema the Tax Claims subject to, and in accordance with, the conditions contained therein.
Servicing Agreement	Pursuant to the Servicing Agreement, the Servicer has agreed to administer service, collect and recover amounts in respect of the Aggregate Portfolio on behalf of the Issuer. The Servicer will act as the " <i>soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento</i> " (entity responsible for the collection of the assigned receivables and the cash and payment services) pursuant to the Securitisation Law and, in such capacity, shall be responsible for verifying that the operations comply with the law and the Information Memorandum pursuant to Article 2, paragraph 3(c) and Article 2, paragraph 6 <i>bis</i> of the Securitisation Law.
Portfolio Management Agreement	<p>Pursuant to the Portfolio Management Agreement, the Portfolio Agent has agreed to provide the Issuer with certain services.</p> <p>Under the Portfolio Management Agreement, the Portfolio Agent has the faculty to appoint, at its costs and expenses, other entities as its sub-delegate for carrying out the services necessary for performing the portfolio management activities provided under the Portfolio Management Agreement by the Portfolio Agent, with the prior authorisation of the Servicer, the Issuer and the Representative of the Noteholders and giving notice to the Retainers.</p> <p>Pursuant to the terms of the Portfolio Management Agreement, the Portfolio Agent has identified and selected the Verifying Agents. Each Verifying Agent will perform audit, control and due diligence on the Tax Claims offered in assignment and issue the relevant Verifying Agent Letter.</p>
Programme Administration Agreement	Pursuant to the Programme Administration Agreement, the Issuer has appointed the Programme Administrator to carry out certain activities in relation to the administration, purchase and sale of the Tax Claims and the Claims comprised in the Aggregate Portfolio.
Intercreditor Agreement	<p>Pursuant to the Intercreditor Agreement, the Issuer and the Other Issuer Creditors have agreed, <i>inter alia</i>, to apply the Issuer Available Funds in accordance with the applicable Priority of Payments, the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Aggregate Portfolio and the circumstances in which the Issuer may dispose of the Aggregate Portfolio.</p> <p>The parties to the Intercreditor Agreement have agreed that the obligations owed by the Issuer to each of the Noteholders and, in general, to each of the Other Issuer Creditors will be limited recourse obligations of the Issuer. The Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer</p>

	Available Funds and in accordance with the applicable Priority of Payments, subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.
Agency Agreement	Pursuant to the Agency Agreement, the Servicer, the Computation Agent, the Account Bank and the Paying Agent have agreed to provide the Issuer with certain agency services and certain calculation, notification, reporting and agency services together with account handling services in relation to monies and securities from time to time standing to the credit of the Accounts. The Agency Agreement contains also provisions for the payment of principal and interest in respect of the Notes.
Corporate Services Agreement	Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide the Issuer with certain administrative and corporate services, including the maintenance of corporate books and of accounting and tax registers, in compliance with reporting requirements relating to the Tax Claims and with other regulatory requirements imposed on the Issuer.
Stichting Corporate Services Agreement	Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has agreed to provide certain corporate administrative services to the Sole Quotaholder.
Subscription Agreement	Pursuant to the Subscription Agreement, the Issuer has agreed to issue the Notes and the Underwriters have agreed to subscribe for such Notes, subject to the terms and conditions set out thereunder, and have also appointed the Representative of the Noteholders.
Advance Instalment Payment Agreement	Pursuant to the Advance Instalment Payment Agreement, the Underwriters have agreed to fund, <i>inter alia</i> , the Purchase Price of the First Tax Claims and the Required Indemnity Reserve Amount, subject to the terms and conditions set out thereunder provided that (a) on the relevant Issue Date the Advance Instalment Payment Agreement will be terminated by the relevant parties and (b) starting from the relevant Issue Date, the Subscription Agreement will replace and supersede in its entirety the Advance Instalment Payment Agreement.

THE AGGREGATE PORTFOLIO

Introduction

The Aggregate Portfolio comprises the Tax Claims purchased by the Issuer from the Sellers during the Ramp-Up Period and the Claims of the Issuer towards the Purchasers.

The Tax Claims

The Tax Claims derive from Property Works (*i.e.* energy requalification and/or reduction of seismic risk) pursuant to Article 119 and Article 121 of the Rilancio Decree.

The Rilancio Decree

The Rilancio Decree has been adopted by the Italian government in 2020 to reduce the impact of the economic consequences of the Covid-19 emergency.

In particular:

- (a) Article 119 of the Rilancio Decree has strengthened and expanded the framework of tax deductions available to certain eligible Italian taxpayers with respect to the expenses incurred in, *inter alia*, works related to (i) the reduction of the seismic risk of buildings, (ii) the improvement of energy efficiency and, more generally, (iii) the recovery and enhancement of building heritage, all of which meet certain specific formal and substantial requirements;
- (b) Article 121 of the Rilancio Decree has provided the terms and conditions for the assignment of the Tax Claims arising from the Eligible Works.

First assignment

The Tax Claims arise from Property Works carried out by the Seller and have not been subject to previous transfers.

Stato Avanzamento Lavori

In accordance with the provisions of Article 121, paragraph 1-*bis*, each Seller may assign the relevant Tax Claims also in portions of Tax Claims with respect to each work progress (*stato avanzamento lavori*).

Purchase Conditions

The following conditions shall be satisfied with respect to the Tax Claims and the Sellers:

1. Eligible Tax Claims

- (a) the Tax Claims derive from the Tax Deductions applicable to the Property Works provided for by Articles 119 and Article 121 (including Ecobonus 110% and Sismabonus) and by Article 16, paragraph 1-septies of Italian law decree (decreto legge) No. 63 of 4 June 2013 (as amended and supplemented from time to time) and other multi-year Tax Claims and excluding the so-called *bonus facciate*);
- (b) the Tax Claims are certain and available on the *Cassetto Fiscale*;
- (c) the Tax Claims have the following characteristics:
 - (i) the Seller has not been incorporated later than June 2020, unless waived in writing by the Noteholders and such waiver being delivered to the Portfolio Agent and the Servicer;
 - (ii) the Seller is not a consortium or company established to aggregate the Property Works and/or Tax Claims, unless the persons taking part in the consortium (*consorzio*) remain jointly liable or waived in writing by the Noteholders and such waiver being delivered to the Portfolio Agent and the Servicer;
 - (iii) the Seller proposes to sell a minimum of €3m of Tax Claims and such Tax Claims

are available in its *Cassetto Fiscale* at the time of transfer, unless waived in writing by the Noteholders and such waiver being delivered to the Portfolio Agent and the Servicer;

- (iv) the Seller has been on-boarded by the Servicer and the Programme Administrator in terms of KYC and AML;
- (d) the Seller has provided solvency certificate and has regularly paid all its corporate and other tax liability as of the date of the transfer; the Initial Master Transfer Agreement has been signed by the relevant Seller;

2. Metrics for quantifying the amounts to be purchased

The financial statements items used to make the Sellers selection are:

- (a) sales revenue;
- (b) equity (net worth);
- (c) profit/loss.

The financial statements data for the last 3 (three) financial years must be final, consequently the 2023 financial statements will be considered only if filed. Alternatively, the analysis will be carried out on the 2020, 2021 and 2022 financial statements.

Once the time series of each data has been collected, an arithmetic average will be made for each item (other than the equity (net worth) for which the last filed financial statements will be taken into account). Each average will be multiplied by the following multiples:

- (i) 80% for the average sales revenue;
- (ii) 7.5x for average equity (net worth) resulting from the last financial statement filed with the companies register;
- (iii) 3x for average profit/loss.

Each multiple will then be compared with the tax drawer amount of each Seller, obtaining three distinct values equal to:

- (1) Minimum (Tax Drawer, Average Sales Revenue * 80%) = X1;
- (2) Minimum (Tax Drawer, Equity (Net Worth) * 7.5) = X2;
- (3) Minimum (Tax Drawer, Average Profit/Loss * 3.5) = X3.

At this point, the above values (X1, X2, X3) will be weighted obtaining new figures: $Y1 = X1 * 20\%$, $Y2 = X2 * 70\%$, $Y3 = X3 * 10\%$.

Each Seller will be subject to a maximum limit of €20 million, unless waived in writing by the Noteholders and such waiver being delivered to the Portfolio Agent and the Servicer. In order to obtain an approximate amount of purchasable Tax Claims for each Seller, the following formula will be applied: $Z = \text{Minimum} (20 \text{ mln } €, Y1 + Y2 + Y3)$.

Since it is not possible to purchase a portion of the Tax Claims, the final selection phase involves the analysis of each individual credit associated with the single construction site (*cantiere*).

In light of the above, the SPV will be able to purchase an amount higher than Z only in the event that the construction site (which allows the SPV to reach or exceed the maximum amount) will be considered for more than 50% of its value in the calculation of Z.

A numerical example:

Approved amount: $Z = €3 \text{ million}$

Construction site 1: €2m

Construction site 2: €0.750m

Construction site 3: €0.400m

Site 1 and site 2 will be purchased (for a total amount of €2.75 million), but to reach €3 million, site 3 will also have to be included. Since the requirement of site 3 to get to Z is equal to € 0.250 million (> 50% site 3), then site 3 will be fully included and the amount to be purchased will be € 3.15 million.

Conversely, if site 3 had been €0.600 million, the amount of site 3 to get to Z is €0.250 million (< 50% site 3), the latter will be excluded and the amount to be purchased will be €2.75 million.

3. BS Purchase Conditions

In addition, exclusively in case of transfer of Tax Claims from the SPV to Banca Sistema, the following conditions shall also be met:

- (a) (*Binding purchase offer*) Banca Sistema has received a binding purchase offer for the purchase of Tax Claims by its subsequent transferee (*cessionario ulteriore*) pursuant to the relevant transfer agreement; and
- (b) (*Deposit of the purchase price*) the subsequent transferee (*cessionario ulteriore*) has credited on a bank account established with Banca Sistema an amount equal to the purchase price of the Tax Claims due by it to Banca Sistema, at least 6 (six) Business Days prior to the schedule payment date, in accordance with the relevant transfer agreement.

THE ISSUER

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 with a sole quotaholder (*società a responsabilità limitata unipersonale*) on 21 February 2024 under the name of Nectar SPV S.r.l. and in the process of being enrolled in the register of the *società veicolo* held by Bank of Italy pursuant to Article 4 of the Bank of Italy's Regulation dated 12 December 2023. The registered office of the Issuer is at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy. The fiscal code and enrolment number with the Companies' Register of Treviso-Belluno is 05473250263. The Issuer's telephone number is +39 0438 360926.

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

The Issuer is managed by a sole director, appointed in the deed of incorporation (*atto costitutivo*) of the Issuer. The sole director (*amministratore unico*) of the Issuer is Blade Management S.r.l., acting through its physical person designated Pierluigi Basso.

The physical person designated Pierluigi Basso is domiciled for this purpose at Viale Italia, No. 203, 31015 Conegliano (Treviso), Italy.

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

Since the date of its incorporation, the Issuer has not commenced operations other than those incidental to its incorporation, authorising the issue of the Notes and the entering into the documents referred to in this Information Memorandum and matters which are incidental or ancillary to the foregoing.

The Issuer is not directly or indirectly owned or controlled, except for 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.

Documents Available for Inspection

Until full redemption or cancellation of the Notes, copies of the following documents (in physical format) may be inspected during normal business hours at the registered office of the Issuer and of the Representative of the Noteholders and on the Protected Website:

- (a) the memorandum and articles of association of the Issuer (*atto costitutivo* and *statuto*); and
- (b) the Issuer's financial statements, the relevant auditor's report, and all reports, letters, and other documents, historical financial information, valuations and statements (if any) prepared by any expert at the Issuer's request, any part of which is included or referred to this Information Memorandum.

Additional information is available on the Protected Website, which does not form part of this Information Memorandum. Any information found in said website does not form part of this Information Memorandum unless that information is incorporated by reference into this Information Memorandum.

Capitalisation and Indebtedness Statement

The capitalisation of the Issuer as at the date of this Information Memorandum, adjusted for the issue of the Notes, is as follows:

<i>Capital</i>	Euro
Issued, authorised and fully paid up capital	10,000

<i>Loan Capital</i>	Euro
Class A Asset Backed Partly Paid Notes due December 2030	104,736,000.00
Class J1 Asset Backed Partly Paid Notes due December 2030	10,000.00
Class J2 Asset Backed Partly Paid Notes due December 2030	128,000,000.00
Total Loan Capital	242,746,000.00

Subject to the above, as at the date of this Information Memorandum, the Issuer has no borrowings or indebtedness in respect of borrowings (including loan capital issued or created, but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Financial statements

Since its date of incorporation the Issuer has not commenced operations as at the date of this Information Memorandum. The Issuer's financial year end is 31 December of each calendar year. The first financial statements of the Issuer will be published with respect to the period ending on 31 December 2024.

BANCA SISTEMA

Banca Sistema S.p.A. is a bank incorporated as a *società per azioni* under the laws of Italy, whose registered office is at Largo Augusto, No. 1/A, angolo Via Verziere, No. 13, 20122 Milan, Italy, share capital Euro 9,650,526.24 fully paid-up, fiscal code and enrolment with the Companies Register of Milan Monza Brianza Lodi No. 12870770158, parent company of the "*Gruppo Bancario Banca Sistema*" enrolled in the Register of the Banks pursuant to Article 13 of the Consolidated Banking Act with No. 5451 ("**Banca Sistema**").

In the context of this Securitisation, Banca Sistema acts as Servicer, Programme Administrator, Purchaser and Senior Notes Underwriters.

The information contained in this section "*Banca Sistema*" relates to Banca Sistema 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 Sistema, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Information Memorandum shall not create any implication that there has been no change in the affairs of Banca Sistema since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

BNP PARIBAS

BNP Paribas is a company incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens No. 16, Paris, France, registered with the Chamber of Commerce of Paris under No. 662 042 449, with a fully paid-up share capital of Euro 2,261,621,342, which acts for the purposes hereof through its Italian branch, whose offices are located in Piazza Lina Bo Bardi, No. 3, Milan, enrolled in the register of the banks held by the Bank of Italy under No. 5482, Fiscal code and VAT code No. 04449690157, REA No. 731270 (hereinafter, "**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 the Securities Services business of BNP to provide institutional investor clients with the connectivity and local knowledge they need to navigate change in a fast-moving world.

As of 31 December 2023, Securities Services business of BNP Paribas had USD 13.1 trillion in assets under custody, USD 2.6 trillion in assets under administration and 9,305 funds administered.

BNP Paribas currently has long-term senior debt ratings of "A+" (stable) from S&P's, "Aa3" (stable) from Moody's, "AA (low)" (stable) from DBRS and "AA-" (stable) from Fitch.

Fitch	Moody's	DBRS	S&P
Short term F1+	Short term Prime-1	Short term R-1 (middle)	Short-term A-1
Long term senior debt AA-	Long term senior debt Aa3	Long term senior debt AA (low)	Long term senior debt A+
Outlook Stable	Outlook Stable	Outlook Stable	Outlook Stable

In the context of this Securitisation, BNP Paribas will act as Account Bank and Paying Agent.

The information contained herein relates to BNP Paribas 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, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Information Memorandum shall not create any implication that there has been no change in the affairs of each of BNP Paribas since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

TERMS AND CONDITIONS OF THE NOTES

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions of the Notes (the "**Terms and Conditions**"). In these Terms and Conditions, references to the "holder" of a Note or to the "Noteholders" are to the ultimate owners of the Notes, issued in bearer form and dematerialised and evidenced as book entries with Monte Titoli S.p.A. ("**Euronext Securities Milan**") in accordance with the provisions of (i) Article 83 bis of the Financial Laws Consolidated Act; and (ii) Regulation 13 August 2018.*

The following asset backed notes:

- (a) the 23,000,000.00 Class A Asset Backed Partly Paid Notes due December 2030, Isin code: IT0005611014 (the "**Initial Senior Notes**");
- (b) the 10,000.00 Class J1 Asset Backed Partly Paid Notes due December 2030, Isin code: IT0005611022 (the "**Class J1 Notes**"); and
- (c) the 28,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030, Isin code: IT0005611030 (the "**Initial Class J2 Notes**" and, together with the Initial Senior Notes and the Class J1 Notes, the "**Initial Notes**"),

were issued by Nectar SPV S.r.l. (the "**Issuer**") on 30 August 2024 to finance the purchase of the Tax Claims from the Sellers.

Further to an amendment agreement dated 22 October 2024 (the "**Amendment Agreement**") among, inter alios, the Issuer, the Arrangers and the Representative of the Noteholders, effective from 22 October 2024 the Issuer agreed that it will further issue the following notes:

- (a) the 81,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030 (the "**Further Senior Notes**" and together with the Initial Senior Notes, the "**Senior Notes**");
- (b) the 100,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030 (the "**Further Class J2 Notes**", and together with the Initial Class J2 Notes, the "**Class J2 Notes**". The Further Class J2 Notes together with the Class J1 Notes and the Initial Class J2 Notes, the "**Junior Notes**" and the Further Class J2 Notes together with the Further Senior Notes, the "**Further Notes**". The Further Notes together with the Initial Notes, the "**Notes**").

Further to:

- (a) notes transfer agreements entered into on 11 December 2024, PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B), as Class J2 Notes Underwriters, transferred to AZ RAIF I – Absolute Performing Assets I, AZ RAIF II – Absolute Performing Assets II, AZ ELTIF – Private Debt Digital Lending and Azimut Global Private Debt Evergreen RAIF SCSp a portion of the Class J2 Notes;
- (b) an amendment and accession agreement entered into on 17 December 2024 (the "**Second Amendment Agreement**") among, inter alios, the Issuer, the Arrangers and the Representative of the Noteholders: (i) the parties thereto agreed certain amendments to the Transaction Documents; and (ii) the Azimut Funds acceded, as new Holders of a portion of the Class J2 Notes, to the Intercreditor Agreement and the Subscription Agreement.

Partly paid Notes

The Notes will be issued on a partly paid basis by the Issuer. On the relevant Issue Date the full Nominal Amount of the Notes will be issued. Subject to these Terms and Conditions, the Subscription Agreement and the terms of the other Transaction Documents, on the relevant Issue Date the Underwriters will subscribe the relevant Class of Notes and pay the relevant Initial Instalments of the subscription price of each Class of Notes.

The principal source of payment of interest and additional remuneration and of repayment of principal on the Notes, will be the Collections made in respect of the Claims comprised in the Aggregate Portfolio.

The First Tax Claims

The Issuer has purchased the First Tax Claims from the First Seller pursuant to the First Initial Master Transfer Agreement and the relevant Purchase Deed. The Purchase Price of the First Tax Claims has been funded through the Advance Instalment made by the Underwriters pursuant to the Advance Instalment Payment Agreement.

Further Tax Claims

During the Ramp-Up Period, the Issuer may purchase from the Sellers further Tax Claims in accordance with the provisions of the relevant Initial Master Transfer Agreements and the other Transaction Documents. Following the end of the Ramp-Up Period and until 31 December 2025, the Issuer may purchase from the Sellers further Tax Claims whose Purchase Price shall be due and payable under a Master Transfer Agreement executed during the Ramp-Up Period. It being understood that following the end of the Ramp-Up Period, Tax Claims shall be purchased with the amounts credited as reserve to the Pre-Funding Account in accordance with the Agency Agreement.

No STS Securitisation

The Securitisation is not intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of Article 18 of the EU Securitisation Regulation.

References to a Class of Notes

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 or the Junior Notes, as the case may be, or to the respective holders thereof and any reference to any agreement or document shall be a reference to such agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented.

1. INTRODUCTION

1.1 Definitions

Capitalised words and expressions in these Terms and Conditions shall, unless otherwise specified or unless the context otherwise requires, have the meanings set out in Condition 2 (*Interpretation and Definitions*).

1.2 Noteholders deemed to have notice of the Transaction Documents

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.

1.3 Provisions of the Terms and Conditions subject to the Transaction Documents

Certain provisions of these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents.

1.4 Transaction Documents

1.4.1 Initial Master Transfer Agreements

Pursuant to:

- (a) an Initial Master Transfer Agreement and the relevant Purchase Deed entered into between the Issuer and the First Seller, such First Seller has assigned and transferred to the Issuer the relevant First Tax Claims; and
- (b) Initial Master Transfer Agreements and Purchase Deeds to be entered into, during the Ramp-Up Period, between the Issuer and the relevant Sellers, such Sellers will

assign and transfer to the Issuer the relevant Tax Claims. It being understood that further Tax Claims may be purchased following the end of the Ramp-Up Period and until 31 December 2025 provided that the relevant Purchase Price shall be due and payable under a Master Transfer Agreement executed during the Ramp-Up Period,

in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the relevant Initial Master Transfer Agreement.

Pursuant to each Initial Master Transfer Agreement, the relevant Seller (a) has given or will give (as the case may be) certain representations and warranties in favour of the Issuer in relation to, *inter alia*, the Tax Claims and (b) has agreed or will agree (as the case may be) to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase, ownership and transfer of the Tax Claims and the breach of the relevant representations and warranties given by the Seller.

1.4.2 *BS Master Transfer Agreement*

Pursuant to the BS Master Transfer Agreement, the Issuer and Banca Sistema have agreed that, during the Sale Period and up to the end thereof, the Issuer will assign and transfer to Banca Sistema Tax Claims by entering into the relevant Transfer Deeds, in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the BS Master Transfer Agreement.

1.4.3 *Master Transfer Agreements*

Pursuant to each Master Transfer Agreement and the relevant Transfer Deeds which may be entered into between the Issuer and a Purchaser (other than Banca Sistema), during the Sale Period and up to the end thereof, the Issuer will assign and transfer to the relevant Purchaser the Tax Claims, in accordance with the provisions of the Securitisation Law and subject to the terms and conditions of the relevant Master Transfer Agreement and Transfer Deeds.

1.4.4 *Put Option Agreement*

Pursuant to the Put Option Agreement, Banca Sistema has granted to the Issuer an option to sell to Banca Sistema the Tax Claims subject to, and in accordance with, the conditions contained therein.

1.4.5 *Servicing Agreement*

Pursuant to the Servicing Agreement, the Servicer has agreed to administer service, collect and recover amounts in respect of the Aggregate Portfolio on behalf of the Issuer. The Servicer will act as the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" (entity responsible for the collection of the assigned receivables and the cash and payment services) pursuant to the Securitisation Law and, in such capacity, shall be responsible for verifying that the operations comply with the law and the Information Memorandum pursuant to Article 2, paragraph 3(c) and Article 2, paragraph 6 *bis* of the Securitisation Law.

1.4.6 *Portfolio Management Agreement*

Pursuant to the Portfolio Management Agreement, the Portfolio Agent has agreed to provide the Issuer with certain services.

Under the Portfolio Management Agreement, the Portfolio Agent has the faculty to appoint, at its costs and expenses, other entities as its sub-delegate for carrying out the services necessary for performing the portfolio management activities provided under the Portfolio Management Agreement by the Portfolio Agent, with the prior authorisation of the Servicer,

the Issuer and the Representative of the Noteholders and giving notice to the Retainers.

Pursuant to the terms of the Portfolio Management Agreement, the Portfolio Agent has identified and selected the Verifying Agents. Each Verifying Agent will perform audit, control and due diligence on the Tax Claims offered in assignment and issue the relevant Verifying Agent Letter.

1.4.7 *Programme Administration Agreement*

Pursuant to the Programme Administration Agreement, the Issuer has appointed the Programme Administrator to carry out certain activities in relation to the administration, purchase and sale of the Tax Claims and the Claims comprised in the Aggregate Portfolio.

1.4.8 *Intercreditor Agreement*

Pursuant to the Intercreditor Agreement, the Issuer and the Other Issuer Creditors have agreed, *inter alia*, to apply the Issuer Available Funds in accordance with the applicable Priority of Payments, the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Aggregate Portfolio and the circumstances in which the Issuer may dispose of the Aggregate Portfolio.

The parties to the Intercreditor Agreement have agreed that the obligations owed by the Issuer to each of the Noteholders and, in general, to each of the Other Issuer Creditors will be limited recourse obligations of the Issuer.

1.4.9 *Agency Agreement*

Pursuant to the Agency Agreement, the Servicer, the Computation Agent, the Account Bank and the Paying Agent have agreed to provide the Issuer with certain agency services and certain calculation, notification, reporting and agency services together with account handling services in relation to monies and securities from time to time standing to the credit of the Accounts. The Agency Agreement contains also provisions for the payment of principal and interest in respect of the Notes.

1.4.10 *Corporate Services Agreement*

Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide the Issuer with certain administrative and corporate services, including the maintenance of corporate books and of accounting and tax registers, in compliance with reporting requirements relating to the Tax Claims and with other regulatory requirements imposed on the Issuer.

1.4.11 *Stichting Corporate Services Agreement*

Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has agreed to provide certain corporate administrative services to the Sole Quotaholder.

1.4.12 *Subscription Agreement*

Pursuant to the Subscription Agreement, the Issuer has agreed to issue the Notes and the Underwriters have agreed to subscribe for such Notes, subject to the terms and conditions set out thereunder, and have also appointed the Representative of the Noteholders.

1.5 *Transaction Documents available for inspection*

Copies of the Transaction Documents are available for inspection during normal business hours at the office of the Representative of the Noteholders, being, as at the relevant Issue Date, at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy.

1.6 *Rules of the Organisation of the Noteholders*

The Noteholders are deemed to have notice of, are bound by, and shall have the benefit of, *inter alia*, the terms of the Rules of the Organisation of the Noteholders which are attached to these Terms and Conditions as Exhibit 1 (*Rules of the Organisation of the Noteholders*) and which are deemed to form part of these Terms and Conditions. The rights and powers of the Noteholders may only be exercised in accordance with the Rules of the Organisation of the Noteholders.

1.7 Representative of the Noteholders

Each Noteholder recognises that the Representative of the Noteholders is the legal representative of the Organisation of the Noteholders and accepts to be bound by the terms of the Transaction Documents which have been signed by the Representative of the Noteholders as if it had signed such documents itself.

2. INTERPRETATION AND DEFINITIONS

2.1 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.

2.2 Definitions

Unless otherwise defined in these Terms and Conditions, capitalised words and expressions used in these Terms and Conditions have the following meanings and constructions:

"Account" means each of the Eligible Accounts and the Quota Capital Account, opened by the Issuer, and **"Accounts"** means all of them.

"Account Bank" means BNP Paribas, or any other entity acting as account bank pursuant to the Agency Agreement from time to time, and any of its permitted successors or transferees.

"Account Bank Report" means the monthly report setting out certain information in respect of the amounts standing to the credit of each of the Eligible Accounts, the interest accrued thereon and taxes accrued and paid.

"Account Bank Report Date" means the 10th (tenth) day of each month or, if such day is not a Business Day, the immediately following Business Day.

"Additional Return" means an amount equal to 90% of any remaining amount available following the payment of item (xvii) of the Pre-Enforcement Priority of Payments and item (xvii) of the Post-Enforcement Priority of Payments, which shall be shared between the Junior Noteholders as follows:

- (a) 88.89% to the Class J1 Noteholders; and
- (b) 11.11% to the Class J2 Noteholders.

"Advance Instalment Payment Agreement" means the advance instalment payment agreement entered into on the Signing Date between the Issuer and the Underwriters, 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.

"Advance Instalment" means the advance instalment payment made by the Underwriters pursuant to the Advance Instalment Payment Agreement.

"Advance Payment Date" has the meaning ascribed to it under the Advance Instalment Payment Agreement.

"Affected Class" shall have the meaning ascribed to it in Condition 8.4 (*Redemption, Purchase and Cancellation – Redemption for taxation*).

"Agency Agreement" means the agency agreement entered into on the Signing Date between the Issuer, the Servicer, the Programme Administrator, the Corporate Servicer, the Account Bank, the Paying Agent, the Computation Agent and the Representative of the Noteholders, as from time to time modified (including by means of the Amendment Agreement, the Second Amendment Agreement and the Third Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Agents" means the Paying Agent, the Account Bank and the Computation Agent collectively, and **"Agent"** means each of them.

"Aggregate Portfolio" means, on any given date, the aggregate of the Tax Claims purchased from the Sellers by the Issuer and not already transferred by the Issuer to a Purchaser and the relevant Claims.

"Amendment Agreement" means the amendment agreement dated 22 October 2024 entered into by, inter alios, the Issuer, the Arrangers and the Representative of the Noteholders.

"Annex 12 Report" means the report to be prepared by the Computation Agent pursuant to the Intercreditor Agreement, setting out the information required by Article (7)(1) letter (e) of the EU Securitisation Regulation and the Regulatory Technical Standards and to be delivered to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available (simultaneously with the Transparency Loan Report) to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date.

"Annex 14 Report" means the report to be prepared by the Servicer pursuant to Article 5 (*Predisposizione e consegna dei rapporti*) of the Servicing Agreement and the Intercreditor Agreement, setting out the information required by Article (7)(1) letters (f) and (g) of the EU Securitisation Regulation and the Regulatory Technical Standards and to be delivered to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes without delay, in case an inside information or significant event (within the respective meanings of Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation) has occurred.

"Annual Floor" means the minimum total nominal value of the Tax Claims transferred by the Issuer to Banca Sistema in each tax year during the Sale Period, which shall be equal to the following amounts:

- (a) Euro 10,000,000.00 for 2024;
- (b) Euro 98,530,000.00 for 2025;
- (c) Euro 98,530,000.00 for 2026; and
- (d) Euro 98,530,000.00 for 2027,

provided that such amounts may be increased or reduced pursuant to the BS Master Transfer Agreement.

"Annual Plafond" means the maximum total nominal value of the Tax Claims transferred by the Issuer to Banca Sistema in each tax year during the Sale Period, which shall be equal to the following amounts:

- (a) Euro 12,000,000.00 for 2024;
- (b) Euro 111,910,000.00 for 2025;

(c) Euro 111,910,000.00 for 2026; and

(d) Euro 111,910,000.00 for 2027,

provided that such amounts may be increased or reduced pursuant to the BS Master Transfer Agreement.

"Annuity" means, in relation to any Tax Claim and any fiscal year in which it may be used, the portion of the relevant Tax Claim relating to the relevant fiscal year taken into consideration.

"Arrangers" means, collectively, Banca Sistema and Phinance Partners in their capacity as arranger of the Securitisation.

"Arrangers Fee Letter" means the fee letter entered into between the Arrangers, pursuant to the Subscription Agreement and relating to the fees due by the Issuer to the Arrangers.

"Article 119" means Article 119 of Rilancio Decree.

"Article 121" means Article 121 of Rilancio Decree.

"Asseverazione" means, in relation to each Property Work, the sworn statement and/or the certification provided for by paragraphs 3 and 13 of Article 119 confirming, *inter alia*, the appropriateness of the relevant Expenses of the Property Work and (a) energy savings, in the case of Property Work as per paragraphs 1 and/or 2 of Article 119, or (b) reduction of the seismic risk, in the case of Property Work pursuant to paragraph 4 of Article 119.

"AZ RAIF I – Absolute Performing Assets", means **AZIMUT LIBERA IMPRESA SOCIETÀ DI GESTIONE DEL RISPARMIO S.P.A.**, incorporated under the laws of Italy, whose registered office is at Via Cusani 4, 20121 Milan, Italy, tax code, VAT code and registration number with the Companies Register of Milan –Monza Brianza – Lodi no. 06566950967, in its capacity as delegated management company and on behalf of **AZ RAIF I – ABSOLUTE PERFORMING ASSETS**, a mutual investment umbrella fund (*fonds commun de placement* - FCP) organised under the laws of the Grand Duchy of Luxembourg as a reserved alternative investment fund (*fonds d'investissement alternatif réservé* – RAIF), whose registered office is at 2a, Rue Eugène Ruppert, L - 2453 Luxembourg, Grand Duchy of Luxembourg.

"AZ RAIF II – Absolute Performing Assets II", means **AZIMUT LIBERA IMPRESA SOCIETÀ DI GESTIONE DEL RISPARMIO S.P.A.**, incorporated under the laws of Italy, whose registered office is at Via Cusani 4, 20121 Milan, Italy, tax code, VAT code and registration number with the Companies Register of Milan –Monza Brianza – Lodi no. 06566950967, in its capacity as delegated management company and on behalf of **AZ RAIF II – ABSOLUTE PERFORMING ASSETS II**, a mutual investment umbrella fund (*fonds commun de placement* - FCP) organised under the laws of the Grand Duchy of Luxembourg as a reserved alternative investment fund (*fonds d'investissement alternatif réservé* – RAIF), whose registered office is at 2a, Rue Eugène Ruppert, L - 2453 Luxembourg, Grand Duchy of Luxembourg.

"AZ ELTIF – Private Debt Digital Lending", means **AZIMUT LIBERA IMPRESA SOCIETÀ DI GESTIONE DEL RISPARMIO S.P.A.**, incorporated under the laws of Italy, whose registered office is at Via Cusani 4, 20121 Milan, Italy, tax code, VAT code and registration number with the Companies Register of Milan –Monza Brianza – Lodi no. 06566950967, in its capacity as delegated management company and on behalf of **AZIMUT ELTIF - PRIVATE DEBT DIGITAL LENDING**, a European long-term investment fund (ELTIF) Mutual investment fund (FCP) – undertaking for collective investment (UCI) established under Luxembourg law 2a, Rue Eugène Ruppert L-2453 Luxembourg, Grand Duchy of Luxembourg.

"Azimut Global Private Debt Evergreen RAIF SCSp", means **AZIMUT LIBERA IMPRESA SOCIETÀ DI GESTIONE DEL RISPARMIO S.P.A.**, incorporated under the laws of Italy, whose registered office is at Via Cusani 4, 20121 Milan, Italy, tax code, VAT code and registration number

with the Companies Register of Milan –Monza Brianza – Lodi no. 06566950967, in its capacity as delegated management company and on behalf of **AZIMUT GLOBAL PRIVATE DEBT EVERGREEN RAIF SCSP**, a Luxembourg special limited partnership (*société en commandite spéciale*) existing under the laws of the Grand Duchy of Luxembourg and qualifying as a reserved alternative investment fund (*fonds d'investissement alternatif réservé*) pursuant to the Luxembourg law of 23 July 2016 on reserved alternative investment funds and an alternative investment fund under the Luxembourg law of 12 July 2013 on alternative investment fund managers, having its registered office at 2a, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Registre de commerce et des sociétés under number B275495.

"Banca FININT" means Banca Finanziaria Internazionale S.p.A., a bank incorporated as a *società per azioni* under the laws of Italy, having its registered office at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy, share capital Euro 91.743.007,00 i.v., fiscal code and enrolment with the Companies Register of Treviso-Belluno No. 04040580963, VAT Group "Gruppo IVA Finint S.p.A." – VAT Code No. 04977190265, enrolled under No. 5580 in the Register of the Banks pursuant to Article 13 of the Consolidated Banking Act and in the Register of the Banking Groups pursuant to Article 64 of the Consolidated Banking Act as parent company of Banca Finanziaria Internazionale Banking Group, member of "*Fondo Interbancario di Tutela dei Depositi*" and "*Fondo Nazionale di Garanzia*".

"Banca Sistema" means Banca Sistema S.p.A., a bank incorporated as a *società per azioni* under the laws of Italy, having its registered office at Largo Augusto, No. 1/A, angolo Via Verziere, No. 13, 20122 Milan, Italy, share capital Euro 9.650.526,24 fully paid-up, fiscal code and enrolment with the Companies Register of Milan Monza Brianza Lodi No. 12870770158, parent company of the "Gruppo Bancario Banca Sistema" enrolled in the Register of the Banks pursuant to Article 13 of the Consolidated Banking Act with No. 5451.

"Bank of Italy Supervisory Regulations" means the instructions and the circulars issued from time to time by the Bank of Italy and applicable to the Securitisation, the Servicer and/or the Issuer.

"Bankruptcy Code" means Legislative Decree No. 14 of 12 January 2019, as amended and supplemented from time to time.

"BDO" means BDO Tax S.r.l. Stp, a *società tra professionisti* incorporated as a *società a responsabilità limitata* under the laws of Italy, having its registered office at Viale Abruzzi, n. 94, 20131 Milan, Italy, share capital Euro 100,000 fully paid-up, fiscal code, VAT Code and enrolment with the Companies Register of Milan Monza Brianza Lodi No. 07077320963.

"BNP Paribas" means BNP Paribas, a bank incorporated under the laws of France, having its registered office at Boulevard des Italiens, No. 16, 75002 Paris, France, acting through its Italian branch, whose office is at Piazza Lina Bo Bardi, No. 3, 20124 Milan, Italy.

"BS Master Transfer Agreement" means the agreement named *contratto quadro di cessione* entered into on or about the Conclusion Date between the Issuer and Banca Sistema, as from time to time modified (including by means of the Amendment Agreement, the Second Amendment Agreement and the Third Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"BS Purchaser Fee Letter" means the fee letter entered into between Banca Sistema and the Issuer, pursuant to the BS Master Transfer Agreement.

"BS Purchaser First Performance Fee" means the first variable component of the fees of Banca Sistema as Purchaser pursuant to the BS Purchaser Fee Letter.

"BS Purchaser Fixed Fee" means the fixed component of the fees of Banca Sistema as Purchaser pursuant to the BS Purchaser Fee Letter.

"BS Purchaser Second Performance Fee" means the second variable component of the fees of

Banca Sistema as Purchaser pursuant to the BS Purchaser Fee Letter.

"BS Purchaser Upfront Fee" means the upfront fees of Banca Sistema as Purchaser pursuant to Article 1 (*Importi dovuti dalla SPV*), paragraph (a) of the BS Purchaser Fee Letter.

"Business Day" means any day (other than Saturday, Sunday or a public holiday or a bank holiday in Milan, London and Luxembourg) on which the Trans-European Automated Real Time Gross Settlement-Express Transfer System (T2), or any successor thereto, is open.

"Calculation Date" means the 4th (fourth) Business Day before each Payment Date by which the Payments Report has to be delivered by the Computation Agent.

"Cancellation Date" means the earlier of:

- (a) the date on which the Notes have been redeemed in full; and
- (b) the date on which (i) the Servicer has certified to the Issuer and the Representative of the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Aggregate Portfolio being available to the Issuer or (ii) if any of the Noteholders objected the Programme Administrator and/or the Servicer determination for reasonably grounded reasons within 45 (fortyfive) days from the notice of the Programme Administrator, the date on which the determination by an independent firm is made in accordance with the terms of the Transaction Documents,

at which date any amount outstanding, whether in respect of interest, principal and/or other amounts in respect of the Notes, shall be finally and definitively cancelled.

"Cash Reserve Account" means the Euro denominated account established in the name of the Issuer with the Account Bank with IBAN IT92P0347901600000802703403, operated in accordance with the provisions of the Agency Agreement.

"Cash Reserve Amount" means, on the relevant Issue Date and thereafter on each Payment Date and/or Incremental Instalment Date, the amount credited to the Cash Reserve Account.

"Cash Reserve Increase Amount" means an amount equal to the positive difference between (a) the Required Cash Reserve Amount as at the Incremental Instalment Request Date and (b) the Cash Reserve Amount.

"Cassetto Fiscale" means the service of the *Agenzia delle Entrate* available on its website which allows each user and any authorised delegates to carry out certain activities and obtain certain information in relation to its fiscal position, including the activities relating to the transfer of the Tax Claims.

"Claims" means, in relation to the Tax Claims sold by the Issuer to the Purchasers, any and all claims of the Issuer against such Purchasers for the payment of the relevant Consideration and any further amounts due by such Purchasers to the Issuer under the relevant Master Transfer Agreement.

"Class" means a class of Notes, being (a) the Class A Notes, (b) the Class J1 Notes, and (c) the Class J2 Notes.

"Class A Noteholders" means, jointly, the Holders of the Class A Notes and **"Class A Noteholder"** means each of them.

"Class A Notes" means the € 104,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030, which will be issued by the Issuer pursuant to Articles 1 and 5 of the Securitisation Law.

"Class A Notes Advance Ratio" means 45% of the Purchase Price of each Tax Claim purchased by the Issuer.

"Class A Notes Incremental Instalment" means, on each Incremental Instalment Date, the amount specified in the relevant Incremental Instalment Request and calculated in accordance with the

provisions of the Subscription Agreement and the Terms and Conditions.

"Class A Notes Underwriter" means the Senior Notes Underwriter.

"Class J Noteholders" means, jointly, the Holders of the Class J Notes and **"Class J Noteholder"** means each of them.

"Class J Notes" means, collectively, the Class J1 Notes, the Initial Class J2 Notes and the Further Class J2 Notes.

"Class J Notes Underwriters" means the Junior Notes Underwriters.

"Class J1 Noteholders" means, jointly, the Holders of the Class J1 Notes and **"Class J1 Noteholder"** means each of them.

"Class J1 Notes" means the € 10,000.00 Class J1 Asset Backed Partly Paid Notes due December 2030, issued by the Issuer pursuant to Articles 1 and 5 of the Securitisation Law.

"Class J1 Notes Underwriter" means Gregoriana or any successor or assignee, as initial underwriter of the Class J1 Notes under the Subscription Agreement and any future Holder, also of a portion, of the Class J1 Notes (other than Gregoriana), which will adhere to the Subscription Agreement after the relevant Issue Date.

"Class J2 Noteholders" means, jointly, the Holders of the Class J2 Notes and **"Class J2 Noteholder"** means each of them.

"Class J2 Notes" means the € 128,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030, which will be issued by the Issuer pursuant to Articles 1 and 5 of the Securitisation Law.

"Class J2 Notes Incremental Instalment" means, on each Incremental Instalment Date, the amount specified in the relevant Incremental Instalment Request and calculated in accordance with the provisions of the Subscription Agreement and the Terms and Conditions.

"Class J2 Notes Underwriters" means

- (a) before the Second Amendment Agreement, PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B);
- (b) after the Second Amendment Agreement, PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B), AZ RAIF I – Absolute Performing Assets I, AZ RAIF II – Absolute Performing Assets II, AZ ELTIF – Private Debt Digital Lending 1 and Azimut Global Private Debt Evergreen RAIF SCSp, or any successor or assignee, as initial underwriter of the Class J2 Notes under the Subscription Agreement and any future Holder, also of a portion, of the Class J2 Notes (other than PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B), AZ RAIF I – Absolute Performing Assets I, AZ RAIF II – Absolute Performing Assets II, AZ ELTIF – Private Debt Digital Lending and Azimut Global Private Debt Evergreen RAIF SCSp), which will adhere to the Subscription Agreement after the relevant Issue Date.

"Clearstream" means Clearstream Banking, *société anonyme*, with registered office at 42 Avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

"Collection Account" means the Euro denominated account established in the name of the Issuer with the Account Bank with IBAN IT64M0347901600000802703400, operated in accordance with the provisions of the Agency Agreement.

"Collection Period" means each period of one month, commencing on (including) the 5th (fifth) Business Day before each Calculation Date and ending on (excluding) the 5th (fifth) Business Day before the immediately following Calculation Date, and in the case of the first Collection Period, commencing on (including) the relevant Issue Date and ending on (excluding) the 5th (fifth) Business

Day before the first Calculation Date.

"Collections" means, in relation to each Tax Claim, the Consideration paid by the relevant Purchaser, and any further amount collected and/or recovered by the Servicer, the Programme Administrator and/or any other entity in respect of the relevant Claims.

"Company" means the SPV.

"Computation Agent" means Banca FININT, or any other person acting as computation agent pursuant to the Agency Agreement from time to time and any of its permitted successors or transferees.

"Conclusion Date" means 19 July 2024.

"Condition" means a condition of the Terms and Conditions.

"Consideration" means the consideration paid or to be paid by each Purchaser to the Issuer for the purchase of the relevant Tax Claims, pursuant to the relevant Master Transfer Agreement.

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

"Consolidated Banking Act" means the Italian Legislative Decree No. 385 of 1 September 1993, as subsequently amended and supplemented from time to time.

"Corporate Servicer" means Banca FININT or any other person acting as corporate servicer pursuant to the Corporate Services Agreement from time to time, and any of its permitted successors or transferees.

"Corporate Services Agreement" means the corporate services agreement entered into on the Signing Date between the Issuer and the Corporate Servicer, as from time to time modified (including by means of the Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"CRD IV" means the Directive 2013/36/UE adopted on 27 June 2013 by the European Parliament and the European Council which, repealed the so-called "Capital Requirements Directives" (being an expression making reference to Directive 2006/48/EC and Directive 2006/49/EC) (as amended, the "CRD"), relating to, *inter alia*, exposures to transferred credit risk in the context of securitisation transactions.

"CRR" means the Regulation (UE) No. 575/2013 adopted on 27 June 2013 by the European Parliament and the European Council which repealed the CRD relating to, *inter alia*, exposures to transferred credit risk in the context of securitisation transactions, as amended and supplemented from time to time.

"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.

"Decree 239 Deduction" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree No. 239.

"Default" means the failure of a Purchaser to pay in full and within the relevant due date the Consideration and any other amount due under to the relevant Master Transfer Agreement.

"Default Date" means, in respect of any Tax Claim, the date on which such Tax Claim is classified as a Defaulted Tax Claim as indicated in the relevant Servicer Report.

"Defaulted Tax Claim" means any Tax Claim in relation to which a Default has occurred pursuant to the relevant Master Transfer Agreement.

"Deloitte" means Studio Tributario e Societario Deloitte Società tra professionisti S.r.l. Società Benefit, a company incorporated as a *società a responsabilità limitata* under the laws of Italy, having its

registered office at Via Tortona, No. 25, 20144 Milan, Italy, share capital Euro 24,600.00, fiscal code, VAT Code and enrolment with the Companies Register of Milan Monza Brianza Lodi No. 10581800967.

"Determination Date" means in respect of any Payment Date, the last day of the immediately preceding Collection Period.

"Documentation" means the Tax Claims Documents and any other paper and/or electronic document and data, relating to the Claims, the Collections and Insolvency Proceedings.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act enacted as a United States federal law in 2010, as from time to time amended and supplemented.

"Ecobonus Legislation" means, collectively, all laws, regulations and guidelines governing, applicable and/or relating to the tax deductions provided for by Article 16-bis of Italian Presidential Decree No. 917 of 22 December 1986, Article 1, paragraphs 344-349 of Italian Law No. 296 of 27 December 2006 and Article 14 of Law Decree No. 63 of 4 June 2013, each as subsequently amended, supplemented and implemented from time to time, including, without limitation, the Rilancio Decree and any other provision referred to therein or any other rule, practice or measure issued for its implementation.

"Effective Date" means, in relation to each Tax Claim, the date on which such Tax Claim has been accepted by the relevant Purchaser on its *Cassetto Fiscale* and become available to it.

"Eligible Accounts" means the Collection Account, the Payments Account, the Pre-Funding Account, the Cash Reserve Account and the Indemnity Reserve Account and **"Eligible Account"** means each of them.

"Eligible Institution" means any depository institution organised under the laws of any state which is in the European Union, in the UK or in the United States of America, and any other country which can carry out passporting activities in Italy, having at least 2 of the following rating:

- (a) with respect to S&P: A-;
- (b) with respect to Moody's: A3;
- (c) with respect to Fitch: A-; and
- (d) with respect to DBRS: A (low).

"EMU" means the European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union.

"ESMA" means the European Securities and Market Authority.

"€STR" means the *Euro Short-Term Rate*.

"EU Insolvency Regulation" means:

- (a) European Council Regulation (EC) No. 1346 of 29 May 2000 with reference to proceedings opened prior to 26 June 2017, and
- (b) European Council Regulation (EU) 848/2015 with reference to proceedings opened after 26 June 2017,

each as amended and supplemented from time to time.

"EU Securitisation Regulation" means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017, as amended and supplemented from time to time.

"EURIBOR" means the interest rate offered in the Euro-Zone interbank market for one month deposits in Euro, which appears on the Bloomberg Page EUR0001M page at on/or about 11.00 a.m. (Brussels

time) or (a) such other page as may replace the Bloomberg Page EUR0001M page on that service for the purpose of displaying such information or (b) if that service ceases to display such information on such equivalent service as may replace the Bloomberg Page EUR0001M.

"Euro", **"€"** and **"cents"** refer to the single currency introduced in the Member States of the European Union 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 the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

"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, *inter alia*, the Treaty on European Union (signed in Maastricht on 7 February 1992).

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear System.

"Euronext Securities Milan" means Monte Titoli S.p.A., a company incorporated as a *società per azioni* under the laws of Italy and whose registered office is at Piazza Affari, No. 6, 20123 Milan, Italy.

"Euronext Securities Milan Account Holders" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan including any depository banks appointed by Euroclear and Clearstream.

"EUWA" means the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020).

"Expenses" means any documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the relevant Noteholders and the Other Issuer Creditors) arising in connection with the Securitisation, 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 to be paid in accordance with Article 4.5 (*Costs and expenses allocation*) of the Corporate Services Agreement and the other Transaction Documents.

"Expenses of the Property Work" means, in relation to the Property Works, the expenses incurred for the realisation of such Property Work.

"Expert" means an internationally recognised accountancy or a legal firm or a company with expertise in the recovery of claims, in each case selected by the Issuer.

"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.

"Final Maturity Date" means the Payment Date falling in December 2030.

"Final Redemption Date" means the Payment Date immediately following the earlier of: (a) the date on which all the Claims have been paid to the Issuer and the Programme Administrator and the Servicer have confirmed to the Representative of the Noteholders that no further recoveries and amounts shall be realised thereunder, and (b) the date on which all the Claims have been entirely written-off and all the Tax Claims sold by the Issuer.

"Financial Laws Consolidated Act" means the Italian Legislative Decree No. 58 of 24 February 1998, as amended and supplemented from time to time.

"First Initial Master Transfer Agreement" means the Initial Master Transfer Agreement of the First Tax Claims, entered into between the Issuer and the First Seller on the First Transfer Date.

"First Payment Date" means the Payment Date falling on 31 October 2024.

"First Seller" means the first seller that entered into, before the relevant Issue Date, a transfer agreement with the Issuer for the transfer of Tax Claims.

"First Tax Claims" means the Tax Claims which have been purchased by the Issuer from the First Seller on the First Transfer Date.

"First Transfer Date" means the date on which the Tax Claims have been purchased by the Issuer from the First Seller.

"FSMA" means the Financial Services and Markets Act 2000.

"Further Class J2 Notes" means the Euro 100,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030.

"Further Notes" means, collectively, the Further Senior Notes and the Further Class J2 Notes.

"Further Senior Notes" means the Euro 81,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030.

"Further Securitisation" means any further securitisation transaction which may be carried out by the Issuer pursuant to the Securitisation Law and in accordance the Condition 5.2 (*Covenants – Further Securitisations*) and the other Transaction Documents and **"Further Securitisations"** means all of them.

"GDPR" means Regulation (EU) 2016/679 of 27 April 2016.

"Gregoriana" means Gregoriana Gestione Patrimoniale SS, an informal partnership (*società semplice*) incorporated under the laws of the Republic of Italy, whose registered office is at Corso Re Umberto, No. 2, Turin, 10121, Italy, Fiscal Code and Enrolment with the Companies Register of Turin No. 97793810587.

"Holder" means, in respect of a Note, the beneficial owner of such Note.

"Incremental Instalment" means any incremental instalment on the Notes made by the Underwriters (other than the Class J1 Notes Underwriter) on the relevant Incremental Instalment Date in accordance with the Subscription Agreement and the Terms and Conditions in order to fund, *inter alia*, the Purchase Price of the Tax Claims and any relevant cost.

"Incremental Instalment Date" means the date falling on any Business Day until the Payment Date preceding the Final Maturity Date.

"Incremental Instalment Request" means the request prepared by the Issuer, with the cooperation of the Computation Agent, and sent by the Issuer to the Underwriters on the Incremental Instalment Request Date requesting the Underwriters to pay the relevant Incremental Instalment in accordance with the provisions of the Subscription Agreement.

"Incremental Instalment Request Date" means the 2nd (second) Business Day immediately preceding each Incremental Instalment Date.

"Indemnity Reserve Account" means the Euro denominated account established in the name of the Issuer with the Account Bank with IBAN IT69Q0347901600000802703404, operated in accordance with the provisions of the Agency Agreement.

"Indemnity Reserve Amount" means, on the Signing Date and thereafter on each Payment Date, the amount credited to the Indemnity Reserve Account.

"Indemnity Reserve Increase Amount" means an amount equal to the difference between (a) the Required Indemnity Reserve Amount as at the relevant Incremental Instalment Request Date and (b) the Indemnity Reserve Amount.

"Information Memorandum" means the information memorandum prepared pursuant to Article 2 of

the Securitisation Law in connection with the issue of the Notes.

"Initial Class J2 Notes" means € 28,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030, issued by the Issuer pursuant to Articles 1 and 5 of the Securitisation Law.

"Initial Instalment" means the initial instalment on the Notes made by the Underwriters on the relevant Issue Date in accordance with the Subscription Agreement and the Terms and Conditions.

"Initial Interest Period" means the period comprised between (a) the relevant Issue Date (included) and (b) the First Payment Date (excluded).

"Initial Notes" means the Initial Senior Notes, the Class J1 Notes and the Initial Class J2 Notes.

"Initial Master Transfer Agreements" means, collectively, each master transfer agreement of the Tax Claims entered or to be entered into between the Issuer and the relevant Seller, 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.

"Initial Senior Notes" means the € 23,000,000.00 Class A Asset Backed Partly Paid Notes due December 2030, which issued by the Issuer pursuant to Articles 1 and 5 of the Securitisation Law.

"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 or reorganisation, or is failing or is likely to fail pursuant to Article 17 of Legislative Decree No. 180 of 16 November 2015 (if applicable), or has entered into a *"concordato"* with its creditors or other debt restructuring arrangements (including, without limitation, *"fallimento"*, *"liquidazione giudiziale"*, *"liquidazione coatta amministrativa"*, *"concordato preventivo"* 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, reorganisation, dissolution, administration) or similar proceedings, including any analogous procedure, agreement or plan introduced or amended by the Bankruptcy Code 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 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 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 any of its obligations or makes a general assignment or an 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 any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or
- (d) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders) or any of the events under Article 2484 of the Italian Civil Code occurs with respect to such company or

corporation; or

(e) any analogous procedure or step taken in any jurisdiction.

"Insolvency Proceedings" means bankruptcy (*fallimento*) and any other insolvency proceedings, including but not limited to *"concordato"* with the creditors or other debt restructuring arrangements, liquidation, extraordinary administration and extraordinary administration of large insolvent enterprises, proceedings for the winding-up, dissolution, receivership or the conclusion of a financial rebalancing plan or any similar proceedings or measures adopted in any jurisdiction.

"Intercreditor Agreement" means the agreement between the creditors entered into on the Signing Date between the Issuer, the Retainers and the Other Issuer Creditors, as from time to time modified (including by means of the Second Amendment Agreement and the Third Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Interest Amount" means the amount of interest payable on each Class of Notes in respect of each Interest Period as provided for in Condition 7.2 (*Interest - Determination of the Rates of Interest and calculation of Interest Amounts*).

"Interest Amount Arrears" has the meaning given to such term in Condition 7.3 (*Interest - Publication of Rate of Interest and Interest Amount*).

"Interest Determination Date" means, in relation to the Initial Interest Period, the 2nd (second) Business Day prior to the relevant Issue Date and, with respect to each subsequent Interest Period, the 2nd (second) Business Day prior to the Calculation Date from which such Interest Period begins.

"Interest Notification Date" means the date which falls 5 (five) Business Days before each Payment Date.

"Interest Period" means the Initial Interest Period and thereafter each period comprised between (a) a Payment Date (included) and (b) the immediately following Payment Date (excluded).

"Investors' Report" means the report prepared by the Computation Agent within each Investors' Report Date, setting out certain information with respect to the Notes.

"Investors' Report Date" means the 4th (fourth) Business Day after each Payment Date.

"Issue Date" means (i) with respect to the Initial Notes 30 August 2024; and (ii) with respect to the Further Notes, 23 October 2024 or the date subsequently agreed in writing between the parties to the Subscription Agreement.

"Issue Price" means the following percentages of the principal amount of the Notes at which the relevant Notes will be issued:

<i>Class</i>	<i>Issue Price</i>
Class A	100 per cent;
Class J1	100 per cent; and
Class J2	100 per cent.

"Issuer" means Nectar SPV S.r.l., a company incorporated in Italy as a *società a responsabilità limitata unipersonale*, with registered office at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy, share capital Euro 10,000 fully paid-up, fiscal code and registration with the Register of Companies of Treviso-Belluno No. 05473250263..

"Issuer Available Funds" means, in respect of any Payment Date, the aggregate amounts of:

(a) any Collection and all amounts received or recovered by the Issuer or on behalf of the Issuer in respect of the Claims, or from any party to the Transaction Documents during the Collection

Period immediately preceding the relevant Payment Date (including but not limited to, for the avoidance of any doubt, all amounts received from the sale, if any, of the Aggregate Portfolio (in whole or in part) together with any proceeds deriving from the enforcement of the Issuer's Rights, in accordance with the provisions of the Transaction Documents);

- (b) all amounts of interest accrued and paid on the Eligible Accounts (if any) during the Collection Period immediately preceding the relevant Payment Date;
- (c) any and all other amounts standing to the credit of the Eligible Accounts (excluding: (i) any amount paid as Initial Instalment and/or Incremental Instalment on each Class of Notes in accordance with the Subscription Agreement; (ii) any Settlement Available Funds unless there are no Collections for the payment of any fees and expenses; (iii) the Indemnity Reserve Amount standing on the Indemnity Reserve Account, save for: (i) the payment of indemnities; and (ii) the amounts standing to such account before the Payment Date on which the Notes are redeemed in full or cancelled, as specified in the Schedule 1 point c) of the Agency Agreement; (iv) the reserve credited on the Pre-Funding Account in accordance with Schedule 1 point d) of the Agency Agreement, provided that (A) in the event any amount to be paid by means of such reserve is settled on any date falling prior to 31 December 2025 and (B) a residual amount is left to the credit of such reserve, any such residual amount shall form part of the Issuer Available Funds as at the date on which all amounts due are settled) following the payments required to be made from such Eligible Accounts on the immediately preceding Payment Date; and
- (d) any amount paid to the Issuer by the Purchasers as indemnity paid by the further transferees of the Tax Claims to the Purchasers under the relevant transfer agreement executed by the Purchasers as transferors and the further transferees of the Tax Claims as transferees in connection with the Securitisation.

"Issuer Creditors" means (i) the Noteholders; (ii) the Other Issuer Creditors; and (iii) any other third party creditors of the Issuer in respect of any taxes, costs, documented fees or expenses incurred by the Issuer in relation to the Securitisation and to the corporate existence and good standing of the Issuer according to the applicable laws and legislation.

"Issuer's Extraordinary Expenses" means the expenses incurred by Issuer other than the Expenses.

"Issuer's Rights" mean the Issuer's rights under the Transaction Documents.

"Italian Bankruptcy Law" means:

- (a) with respect to Insolvency Proceedings started before (and including those still ongoing) 15 July 2022, Royal Decree 267; and
- (b) with respect to Insolvency Proceedings started after 15 July 2022, the Bankruptcy Code.

"Italy" means the Republic of Italy.

"Junior Noteholders" means the Class J Noteholders and **"Junior Noteholder"** means each of them.

"Junior Notes" means the Class J Notes.

"Junior Notes Interest Rate" has the meaning given to such term in Condition 7.1.2 (*Interest - Interest on the Junior Notes*).

"Junior Notes Underwriters" means, collectively, the Class J1 Notes Underwriter and the Class J2 Notes Underwriters.

"Law 52" means Italian Law 21 February 1991, no. 52, as amended and supplemented from time to time.

"List of the Tax Claims" means the list of the Tax Claims attached to each Transfer Deed.

"M&G Trustee" means M&G Trustee Company Limited, a limited company incorporated under the laws of England and Wales, whose registered office is at 10 Fenchurch Avenue, London EC3M 5AG, United Kingdom.

"Management of the Defaulted Tax Claims" means any activity related to the management of the Defaulted Tax Claims.

"Master Transfer Agreements" means the BS Master Transfer Agreement and any transfer agreement of the Tax Claims that may be entered into between the Issuer and the relevant Purchaser, each 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.

"Material Adverse Effect" means any event which is considered material by the Noteholders in accordance with the Rules of the Organisation of the Noteholders.

"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.

"Member State" means, with reference to the European Union, a state that is party to treaties of the European Union (EU) and has thereby undertaken the privileges and obligations that EU membership entails.

"MOIC Amounts" means, collectively, the MOIC 1.10 Amount, the MOIC 1.20 Amount and the MOIC 1.35 Amount.

"MOIC 1.10 Amount" means, with reference to each Payment Date, a positive amount equal to the sum of:

- (a) the product of:
 - (i) the Paid-Up Amount of the Junior Notes up to such Payment Date (included); and
 - (ii) the multiplier equal to 1.10; minus
- (b) the sum of any interest and principal paid or repaid (as the case may be) on the Junior Notes up to such Payment Date (included) and any MOIC 1.10 Amount paid in the previous Payment Dates.

"MOIC 1.20 Amount" means, with reference to each Payment Date, a positive amount equal to the sum of:

- (a) the product of:
 - (i) the Paid-Up Amount of the Junior Notes up to such Payment Date (included);
 - (ii) the multiplier equal to 1.20; minus
- (b) the sum of:
 - (i) any interest paid on the Junior Notes up to such Payment Date (included);
 - (ii) any principal repaid on the Junior Notes up to such Payment Date (included); and
 - (iii) any MOIC 1.10 Amount paid on the Junior Notes up to such Payment Date (included) and any MOIC 1.20 Amount paid in the previous Payment Dates.

"MOIC 1.35 Amount" means, with reference to each Payment Date, a positive amount equal to the sum of:

- (a) the product of:
 - (i) the Paid-Up Amount of the Junior Notes up to such Payment Date (included);

- (ii) the multiplier equal to 1.35; minus
- (b) the sum of:
 - (i) any interest paid on the Junior Notes up to such Payment Date (included);
 - (ii) any principal repaid on the Junior Notes up to such Payment Date (included); and
 - (iii) any MOIC 1.10 Amount and MOIC 1.20 Amount paid on the Junior Notes up to such Payment Date (included) and any MOIC 1.35 Amount paid in the previous Payment Dates.

"Most Senior Class of Noteholders" means the Holders of the Most Senior Class of Notes.

"Most Senior Class of Notes" means the Class of Notes outstanding which ranks highest with respect to the repayment of principal pursuant to Condition 4.3 (*Status, priority and segregation - Ranking*) and in accordance with the applicable Priority of Payments.

"Nominal Amount" means:

- (a) in respect of all the Notes (including the Initial Notes and the Further Notes), the aggregate nominal amount thereof, equal to Euro 232,746,000.00; and
- (b) in respect of a Class of Notes, the nominal amount thereof, equal to:
 - (i) with reference to the Class A Notes, Euro 104,736,000.00;
 - (ii) with reference to the Class J1 Notes, Euro 10,000.00; and
 - (iii) with reference to the Class J2 Notes, Euro 128,000,000.00.

"Noteholders" means, collectively, the Holders of the Notes, and **"Noteholder"** means any of them.

"Notes" means, collectively, the Senior Notes and the Junior Notes.

"Organisation of the Noteholders" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"Other Issuer Creditors" means, collectively, the Servicer, the Purchasers, the Programme Administrator, the Portfolio Agent, the Account Bank, the Paying Agent, the Representative of the Noteholders, the Computation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Sole Quotaholder and any other Issuer's creditor which, from time to time, will adhere to the Intercreditor Agreement.

"Paid-Up Amount" means, on any date and with reference to a Note, the aggregate of the Initial Instalments and the Incremental Instalments paid-up on such Note up to such date.

"Paying Agent" means BNP Paribas or any other person acting as paying agent pursuant to the Agency Agreement from time to time, and any of its permitted successors or transferees.

"Paying Agent Report" means the report setting out certain information in respect of certain calculations to be made on the Notes pursuant to the Agency Agreement.

"Payment Date" means the First Payment Date and, thereafter, the last calendar day of each calendar month or, if such day is not a Business Day, the immediately following Business Day.

"Payments Account" means the Euro denominated account established in the name of the Issuer with the Paying Agent with IBAN IT1800347901600000802703402, operated in accordance with the provisions of the Agency Agreement.

"Payments Report" means the report setting out all the payments to be made on the following Payment Date under the relevant Priority of Payments which shall be prepared and delivered on or prior to each Calculation Date by the Computation Agent pursuant to the Agency Agreement.

"Phinance Partners" means Phinance Partners S.p.A., a company incorporated as a *società per azioni* under the laws of Italy, having its registered office at Via Giulio Caccini, No. 1, 00198 Rome, Italy, fiscal code and enrolment with the Companies Register of Rome No. 11310391005.

"Platform" means the electronic platform of the Verifying Agent for the management of the Tax Claims.

"Portfolio Agent" means Phinance Partners or any other person acting as portfolio agent pursuant to the Portfolio Management Agreement from time to time, and any of its permitted successors or transferees.

"Portfolio Agent Fee Letter" means the fee letter entered into between the Portfolio Agent and the Issuer, pursuant to the Portfolio Management Agreement.

"Portfolio Agent Fixed Fee" has the meaning ascribe to such term in the Portfolio Agent Fee Letter.

"Portfolio Agent Performance Fee" has the meaning ascribe to such term in the Portfolio Agent Fee Letter.

"Portfolio Agent Report" means the monthly report which shall be prepared by the and delivered by the Portfolio Agent on each Portfolio Agent Report Date in accordance with the provisions of the Portfolio Management Agreement.

"Portfolio Agent Report Date" means the 4th (fourth) Business Day prior to each Calculation Date or the different date which may be agreed in writing between the Portfolio Agent and the Issuer.

"Portfolio Management Agreement" means the portfolio management agreement entered into on the Signing Date between the Issuer and the Portfolio Agent, as from time to time modified (including by means of the Third Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Post-Enforcement Priority of Payments" means the order of priority in which the Issuer Available Funds shall be applied (a) following the service of a Trigger Notice, (b) in the event of redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) in the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) on the Final Maturity Date, in accordance with Condition 6.3 (*Priority of Payments - Post-Enforcement Priority of Payments*).

"Post Trigger Report" means the report setting out all the payments to be made under the Post-Enforcement Priority of Payments which shall be delivered, upon request of the Representative of the Noteholders, by the Computation Agent after a Trigger Notice has been served to the Issuer, the Representative of the Noteholders and the Other Issuer Creditors, pursuant to the Agency Agreement.

"Pre-Enforcement Priority of Payments" means the order of priority in which the Issuer Available Funds shall be applied prior to (a) the service of a Trigger Notice, (b) the event of a redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) the Final Maturity Date, in accordance with Condition 6.2 (*Priority of Payments - Pre-Enforcement Priority of Payments*).

"Pre-Funding Account" means the Euro denominated account established in the name of the Issuer with the Account Bank with IBAN IT41N0347901600000802703401, operated in accordance with the provisions of the Agency Agreement.

"Principal Amount Outstanding" means, with respect to any given date and each Class of Notes, the Paid-Up Amount thereof less the aggregate amount of all principal payments that have been made by the Issuer in respect of such Note prior to such date.

"Priority of Payments" means, collectively, the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments.

"Privacy Law" means (i) Italian Law No. 675 of 31 December 1996, (together with any relevant implementing regulations as integrated from time to time by the *Autorità Garante per la Protezione dei Dati Personali*) as subsequently amended, modified or supplemented from time to time, with reference to the period starting on the entry into force of such law and ending on the repealing of such law by the entry into force of Legislative Decree No. 196 of 30 June 2003, published in the Official Gazette No. 174 of 29 July 2003, Ordinary Supplement No. 123/L (hereinafter, the "Personal Data Protection Code") and (ii) after such repeal of Italian Law No. 675 of 31 December 1996, the Personal Data Protection Code (together with any relevant implementing regulations as integrated from time to time by the *Autorità Garante per la Protezione dei Dati Personali*) as subsequently amended, modified or supplemented from time to time.

"Privacy Legislation" means the Privacy Law and the GDPR.

"Programme Administration Agreement" means the programme administration agreement entered into on or about the Signing Date between the Issuer and the Programme Administrator, as from time to time (including by means of the Amendment Agreement) modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Programme Administrator" means Banca Sistema or any other person acting as programme administrator pursuant to the Programme Administration Agreement from time to time, and any of its permitted successors or transferees.

"Programme Administrator Performance Fee" means an amount equal to 10% of any remaining amount available following the payment of item (xvii) of the Pre-Enforcement Priority of Payments and item (xvii) of the Post-Enforcement Priority of Payments (including VAT).

"Programme Administrator Report" means the monthly report which shall be prepared by the and delivered by the Programme Administrator on each Programme Administrator Report Date in accordance with the provisions of the Programme Administration Agreement.

"Programme Administrator Report Date" means the 4th (fourth) Business Day prior to each Calculation Date or the different date which may be agreed in writing between the Programme Administrator and the Issuer.

"Property" means, in relation to each Tax Claim, the property subject to the relevant Intervention.

"Property Works" means, in relation to each Tax Claim, the relevant work of energy requalification and/or reduction of systemic risk carried out on the relevant Property pursuant to Article 119 and Article 121.

"Protected Website" means the website that will be established on or about the Issue Date and communicated by the Reporting Entity to the Noteholders and the other Parties of the Transaction Documents.

"PSC Credit III (A)" means PSC Credit III (A) AssetCo S.a r.l., a company incorporated as a *societe a responsabilite limitee* under the laws of the Grand Duchy of Luxembourg, whose registered office is at 412F, Route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg, registered with the *Registre de commerce et des societes, Luxembourg* under number B256778.

"PSC Credit III (B)" means PSC Credit III (B) AssetCo S.a r.l., a company incorporated as a *societe a responsabilite limitee* under the laws of the Grand Duchy of Luxembourg, whose registered office is at 412F, Route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg, registered with the *Registre de commerce et des societes, Luxembourg* under number B256745.

"PSC Credit IV (B)" means PSC Credit IV (B) AssetCo S.a r.l., a company incorporated as a *societe a responsabilite limitee* under the laws of the Grand Duchy of Luxembourg, whose registered office is at 412F, Route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg, registered with the

Registre de commerce et des sociétés, Luxembourg undernumber B280445.

"PSC Funds" means PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B).

"Purchase Conditions" means the conditions provided under the BS Master Transfer Agreement (as amended for the sake of clarity by the Third Amendment Agreement) and contained in the Information Memorandum (as amended for the sake of clarity by the Third Amendment Agreement) which shall be satisfied for the purchase of the Tax Claims by the Issuer and the transfer of the Tax Claims to Banca Sistema.

"Purchase Date" means any Business Day which fall: (i) during the Ramp-Up Period; and (ii) with reference to further Tax Claims whose Purchase Price shall be due and payable under a Master Transfer Agreement executed during the Ramp-Up Period, after the end of the Ramp-Up Period until 31 December 2025.

"Purchase Deed" means each purchase deed of the Tax Claims entered into between the Issuer and a Seller pursuant to the relevant Initial Master Transfer Agreement.

"Purchase Offer" means the purchase offer relating to the purchase of the Tax Claims, made by the Issuer to each Seller pursuant to and in accordance with the relevant Initial Master Transfer Agreement.

"Purchase Price" means the consideration paid or to be paid by the Issuer to each Seller for the purchase of the relevant Tax Claims, pursuant to the relevant Initial Master Transfer Agreement.

"Purchase Termination Events" means the events provided for in schedule 2 (*Purchase Termination Events*) of the Intercreditor Agreement, the occurrence of which will prevent the Issuer from purchasing further Tax Claims, in accordance with the Transaction Documents.

"Purchase Termination Notice" means the notice delivered by the Representative of the Noteholders to the Issuer pursuant to the Intercreditor Agreement stating that a Purchase Termination Event occurred.

"Purchasers" means Banca Sistema as purchaser of the Tax Claims under the BS Master Transfer Agreement and any other entity acting as purchaser of the Tax Claims under the relevant Master Transfer Agreement, and any of their respective permitted successors or transferees.

"Put Option Agreement" means the put option agreement entered into on or about the Conclusion Date between the Issuer and Banca Sistema, 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.

"Quota Capital Account" means the Euro denominated account established in the name of the Issuer with Banca FININT with IBAN IT54K0326661620000014126833, operated in accordance with the provisions of the Agency Agreement.

"Ramp-Up Period" means the period beginning on the Conclusion Date and ending on the earlier of:

- (a) 21 March 2025;
 - (b) the Incremental Instalment Date on which a Purchase Termination Notice has been served to the Issuer upon occurrence of a Purchase Termination Event; and
 - (c) the Incremental Instalment Date on which the Target Portfolio Amount has been reached,
- being understood that the Retainers, the Issuer, the Servicer, the Representative of the Noteholders and the Underwriters may agree in writing a different date.

"Rate of Interest" means the rate of interest of any of the Senior Notes and the Junior Notes pursuant to Condition 7.1.2 (*Interest - Interest on Junior Notes*).

"Recoveries on the Defaulted Tax Claims" means, with reference to the Defaulted Tax Claims, the

sum of the amounts recovered through the recovery activities of the Servicer, the Programme Administrator and/or any other entity in respect of the relevant Defaulted Tax Claims.

"Regulated Market" means a regulated market for the purposes of the Market and Financial Instruments Directive 2004/39/EC.

"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 subsequently amended and supplemented from time to time.

"Regulation No. 11971" means the regulation issued by CONSOB on 14 May 1999, as subsequently amended and supplemented from time to time.

"Regulation S" means regulation s of the Securities Act.

"Regulatory Technical Standards" means (a) the regulatory technical standards adopted by EBA or ESMA, as the case may be, pursuant to the EU Securitisation Regulation and entered into force in the European Union, (b) the transitional regulatory technical standards applicable pursuant to Article 43 of the EU Securitisation Regulation prior to the entry into force of the regulatory technical standards referred to in paragraph (a) above.

"Representative of the Noteholders" means Banca FININT or any other entity acting as representative of the Noteholders pursuant to the Subscription Agreement, the Terms and Conditions and the Rules of the Organisation of the Noteholders from time to time, and any of its permitted successors or transferees.

"Reporting Entity" means PSC Credit IV (B) or any other entity acting, from time to time, as reporting entity pursuant to Article 7(2) of the EU Securitisation Regulation and the Intercreditor Agreement, and any of its permitted successors or transferees.

"Required Cash Reserve Amount" means, in relation to each Payment Date or Incremental Instalment Date, an amount (calculated by the Computation Agent) equal to:

- (a) 4.25% of:
 - (i) during the Ramp Up period, the Principal Amount Outstanding of the Senior Notes determined at the relevant Incremental Instalment Date (included);
 - (ii) after the Ramp Up period, the Principal Amount Outstanding of the Senior Notes (until full redemption of the Senior Notes) as at the immediately preceding Payment Date or Incremental Instalment Date;

plus

- (b) an amount equal to Euro 250,000.00.

"Required Indemnity Reserve Amount" means, in relation to each Payment Date, an amount equal to Euro 1,845,000.00 or any other amount as determined in accordance with clause 2.16 (*Required Indemnity Reserve Amount*) of the Intercreditor Agreement.

"Retainers" means PSC Credit III (A), PSC Credit III (B) and PSC Credit IV (B) in their capacity as risk retention retainer pursuant to and for the purposes of Article 6 of the EU Securitisation Regulation.

"Rilancio Decree" means Law Decree No. 34 of 19 May 2020, as amended and supplemented from time to time

"Royal Decree 267" means Royal Decree No. 267 of 16 March 1942, as amended and supplemented from time to time.

"Rules of the Organisation of the Noteholders" 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 therein contained and including any agreement or other document expressed to be supplemental thereof.

"Sale Period" means the period beginning on the relevant Issue Date and ending on the Cancellation Date.

"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, and/or the European Union and/or the French Republic and/or Italy or other relevant sanctions authority.

"Second Amendment Agreement" means the second amendment agreement entered into on 17 December 2024 among, *inter alios*, the Issuer, the Arrangers and the Representative of the Noteholders.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Securitisation" means the securitisation of Tax Claims made by the Issuer through the issuance of the Notes, pursuant to the provisions of 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.

"Security" means any security (including the segregation provided by the Securitisation Law) created in the context of the Securitisation pursuant to the Transaction Documents or the applicable laws.

"Seller Maximum Amount" means the maximum aggregate nominal value of Tax Claims that may be assigned by the Seller to the SPV.

"Seller Purchase Termination Events" means the events provided for in schedule 3 (*Seller Purchase Termination Events*) of the Intercreditor Agreement, the occurrence of which will prevent the Issuer from purchasing further Tax Claims from the relevant Seller, in accordance with the Transaction Documents.

"Seller Purchase Termination Notice" means the notice delivered by the Representative of the Noteholders to the Issuer pursuant to the Intercreditor Agreement stating that a Seller Purchase Termination Event occurred.

"Sellers" means the Suppliers of the services regarding the Property Works, as selected by the Portfolio Agent and any other entity acting as seller of the Tax Claims under the relevant Initial Master Transfer Agreement, and any of their respective permitted successors or transferees.

"Senior Noteholders" means, jointly, the Holders of the Senior Notes and **"Senior Noteholder"** means each of them.

"Senior Notes" means the Class A Notes.

"Senior Notes Interest Rate" has the meaning given to such term in Condition 7.1.1 (*Interest - Interest on the Senior Notes*).

"Senior Notes Underwriter" means Banca Sistema or any successor or assignee, as initial underwriter of the Senior Notes under the Subscription Agreement and any future Holder, also of a portion, of the Senior Notes (other than Banca Sistema), which will adhere to the Subscription Agreement after the relevant Issue Date

"Servicer" means Banca Sistema or any other person acting as Servicer pursuant to the Servicing Agreement from time to time, and any of its permitted successors or transferees.

"Servicer Report" means the monthly report which shall be prepared by the Servicer pursuant to Article 5 (*Predisposizione e consegna dei rapporti*) of the Servicing Agreement, setting out certain information in relation to the performance of the Tax Claims during the preceding Collection Period

and to be delivered within the Servicer Report Date.

"Servicer Report Date" means the 4th (fourth) Business Day preceding each Calculation Date or the different date which may be agreed in writing between the Servicer and the Issuer.

"Servicing Agreement" means the agreement named *contratto di servicing* entered into on the Conclusion Date between the Issuer and the Servicer, as from time to time modified (including by means of the Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Servicing Fee" means the fee payable to the Servicer in accordance with Article 7 (*Compenso del Servicer*) of the Servicing Agreement.

"Settlement Available Funds" means, in respect of any Settlement Date, the aggregate of all the amounts standing to the credit of the Pre-Funding Account.

"Settlement Date" means, during the Ramp Up Period, the date falling 2 Business Days before the Incremental Instalment Request Date.

"Signing Date" means 9 August 2024.

"Sole Quotaholder" means Stichting Yannik.

"Solvency II Directive" means the Directive 2009/138/EU adopted on 25 November 2009 by the European Parliament and the Council, as amended and supplemented from time to time.

"Solvency II Regulation" means the Delegated Act adopted on 10 October 2014 by the European Commission, as amended and supplemented from time to time.

"SPV" means Nectar SPV.

"Stichting Corporate Services Agreement" means the stichting corporate services agreement entered into on the Signing Date between the Issuer, the Stichting Services Provider and Stichting Yannik relating to certain corporate administrative services provided by the Stichting Corporate Services Provider, 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 M&G Trustee or any other person acting as stichting corporate services provider pursuant to the Stichting Corporate Services Agreement from time to time, and any of its permitted successors or transferees.

"Stichting Yannik" means a Dutch law foundation (*Stichting*) with a sole quotaholder, incorporated under the laws of The Netherlands, whose registered office is at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, enrolment with The Netherlands Chamber of Commerce No. 92174655 and Italian Fiscal Code No. 91053750260.

"Subscription Agreement" means the subscription agreement in relation to the Notes entered into on or about the Conclusion Date between the Issuer, the Arrangers, the Sponsor, the Senior Notes Underwriter, the Junior Notes Underwriters and the Representative of the Noteholders, as from time to time modified (including by means of the Amendment Agreement, the Second Amendment Agreement and the Third Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Supervisory Regulations" means, as the case may be, the instructions and/or supervisory regulations and the circulars issued from time to time by the Bank of Italy and applicable to the Securitisation, the Servicer, the Programme Administrator and/or the SPV.

"Suppliers" means any construction company, general contractor or any other entity which is instructed to carry out a Property Work or provide any service or sell any good in the context of a

Property Work and which obtains a Tax Claim as a result of the exercise of the discount option provided for by Article 121.

"Target Portfolio Amount" means Euro 300,000,000 or any other amount communicated by the Noteholders in writing to the Issuer.

"Tax Claims" means the tax claim pursuant to Article 119 and Article 121 due in respect of a Property Work.

"Tax Claims Documents" means, in relation to each Tax Claim, all the paper and/or electronic documents and data relating to such Tax Claim, the Property Works and the Tax Deductions, including without limitation (a) the *Asseverazione*, (b) the *Visto di Conformità*, (c) the Verifying Agent Letter, (d) the further documents referred to in Article 121, paragraph 6-bis and (e) photos of the Intervention and the relevant geolocation.

"Tax Claims Report" means the monthly report which shall be prepared by the Servicer pursuant to Article 5 (*Predisposizione e consegna dei rapporti*) of the Servicing Agreement, setting out certain information in relation to the performance of each Tax Claim during the preceding Collection Period and to be delivered within the Tax Claims Report Date.

"Tax Claims Report Date" means the 20th (twentieth) Business Day of each month or the different date which may be agreed in writing between the Servicer and the Issuer.

"Tax Deduction" means, in relation to each Tax Claim, as the case may be, the tax deduction generated by the relevant Property Work with reference to the relevant Expenses of the Property Work incurred or all the tax deductions generated by such Property Work in the event that it involves more than one categories of works benefitting from different tax deductions.

"Tax Event" shall have the meaning ascribed to it in Condition 8.4 (*Redemption, Purchase and Cancellation – Redemption for taxation*).

"Terms and Conditions" means the terms and conditions of the Notes, as from time to time modified (including by means of the Amendment Agreement and the Second Amendment Agreement) in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"Third Amendment Agreement" means the third amendment agreement entered into on 21 March 2025 among, *inter alios*, the Issuer, the Arrangers and the Representative of the Noteholders.

"Transaction Documents" means:

- (1) the Initial Master Transfer Agreements and the relevant Purchase Deeds;
- (2) the Master Transfer Agreements and the relevant Transfer Deeds;
- (3) the Put Option Agreement;
- (4) the Servicing Agreement;
- (5) the Portfolio Management Agreement;
- (6) the Programme Administration Agreement;
- (7) the Intercreditor Agreement;
- (8) the Agency Agreement;
- (9) the Corporate Services Agreement;
- (10) the Stichting Corporate Services Agreement;
- (11) the Subscription Agreement;
- (12) the Terms and Conditions; and

any other deed, act, document or agreement executed in the context of the Securitisation or identified by the relevant parties as a "*Transaction Document*" in the context of the Securitisation.

"Transfer Acceptance" means the acceptance by the Issuer of the offer relating to the purchase of the Tax Claims made by the Purchaser pursuant to and in accordance with the relevant Master Transfer Agreement.

"Transfer Date" means, in relation to each Tax Claim, the date on which the relevant Purchaser has received from the Issuer the relevant Transfer Acceptance.

"Transfer Deed" means each transfer deed of the Tax Claims entered into between the Issuer and (a) Banca Sistema pursuant to the BS Master Transfer Agreement or (b) a Purchaser pursuant to the relevant Master Transfer Agreement.

"Transparency Investors' Report" means, collectively, the Annex 12 Report and the Annex 14 Report.

"Transparency Loan Report" means the report to be prepared by the Servicer pursuant to Article 5 (*Predisposizione e consegna dei rapporti*) of the Servicing Agreement and the Intercreditor Agreement, setting out the information required by Article (7)(1) letter (a) of the EU Securitisation Regulation and the Regulatory Technical Standards and to be delivered to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available (simultaneously with the Annex 12 Report) to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date.

"Transparency Report Date" means the Business Day falling within the 25th (twentyfifth) calendar day after each Payment Date falling in January, April, July, and October of each year provided that the first Transparency Report Date will fall on 25 November 2024.

"Trigger Event" means any of the events described in Condition 13.1 (*Trigger Events - Trigger Events*).

"Trigger Notice" means the notice delivered by the Representative of the Noteholders following a Trigger Event pursuant to Condition 13.2 (*Trigger Events - Trigger Notice*).

"UK Securitisation Regulation" means, collectively, the EU Securitisation Regulation as it forms part of domestic law of the United Kingdom by virtue of the EUWA and the Financial Services and Markets Act 2000 (Securitisation) Regulations 2018 (SI 2018/1288), each as amended and supplemented from time to time.

"Underwriters" means, collectively, the Senior Notes Underwriter and the Junior Notes Underwriters.

"Usury Law Decree" means Law Decree No. 394 of 29 December 2000 (amending, deeming, and supplementing the Usury Law) converted in Law No. 24 of 28 February 2001.

"Usury Law" means collectively Italian law No. 108 of March 7, 1996, and Law Decree No. 394 of December 29, 2000, as converted by Law No. 24 of February 28, 2001 (therein expressly including the provisions of Article 1, paragraphs 2 and 3 of the aforementioned decree), as subsequently supplemented and amended.

"Verifying Agents" means Deloitte, BDO and any other audit and consulting firm of primary standing engaged by the SPV, which has issued the Verifying Agent Letter and which has performed audit, control and due diligence (fiscal and eventually technical) on the Tax Claims offered in assignment.

"Verifying Agent Letter" means, with reference to each Tax Claim, the comfort letter of the Verifying Agent, in a form and substance satisfactory to the Issuer, certifying (a) the existence of the conditions provided for by the laws and regulations applicable from time to time with reference to the transferability of such Tax Claim from the relevant Seller to the Issuer and from the Issuer to the relevant Purchaser and (b) all the documents, with reference to the relevant Property Work (including

the *Visto di Conformità*, the *Asseverazione*, the certifications referred to in Article 119 and Article 121, paragraph 1-ter and the pictures of the Property Work and the relevant geolocation), which determine the validity, existence and certainty of such Tax Claim and entitle to the Tax Deduction have been verified and checked, in accordance with the provisions of law.

"Visto di Conformità" means, in relation to each Tax Claim, the compliance visa referred to in paragraph 11 of Article 119 of the information relating to the documents which certify the satisfaction of the conditions for the relevant Tax Deduction, issued in accordance with Article 35 of Legislative Decree No. 241 of 9 July 1997, by the entities specified in letters a) and b) of Article 3, paragraph 3, of the regulations referred to in Presidential Decree No. 322 of 22 July 1998, and by those responsible for the fiscal assistance of the centres set up by the subjects referred to in Article 32 of such Legislative Decree No. 241 of 9 July 1997.

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 Euronext Securities Milan for the account of the relevant Euronext Securities Milan Account Holders.

3.2 **Title**

The Notes will be accepted for clearance by Euronext Securities Milan with effect from the relevant 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 Financial Laws Consolidated Act and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.

3.3 **Denomination**

The denomination of the Senior Notes and the Class J2 Notes will be Euro 100,000 with additional increments of Euro 1,000. The denomination of the Class J1 Notes will be Euro 1,000 with additional increments of Euro 1,000.

3.4 **Partly Paid Notes**

3.4.1 *Partly paid Notes*

The Notes will be issued on a partly paid basis by the Issuer. On the relevant Issue Date the full Nominal Amount of the Notes will be issued. Subject to these Terms and Conditions, the Subscription Agreement and the terms of the other Transaction Documents, on the relevant Issue Date the Underwriters will subscribe the relevant Class of Notes and pay the relevant Initial Instalments of the subscription price of each Class of Notes in order to allow the Issuer to:

- (i) *First*, pay (1) the Purchase Price of the First Tax Claims purchased from the First Seller on the First Transfer Date, which has not been already funded through the Advance Instalment (2) (in full or in part) the Purchase Price of further Tax Claims in relation to which the Verifying Agent has released the relevant Verifying Agent Letter prior to the relevant Issue Date; and (3) the Purchase Price due and payable under the relevant Initial Master Transfer Agreement
- (ii) *Second*, credit the Required Cash Reserve Amount into the Cash Reserve Account, which has not been already funded through the Advance Instalment;
- (iii) *Third*, credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account, which has not been already funded through the Advance Instalment;

- (iv) *Fourth*, pay any fee due (if any) to the Arrangers pursuant to the Arrangers Fee Letter, which has not been already funded through the Advance Instalment; and
- (v) *Fifth*, pay any fee and expense due in accordance with the Subscription Agreement and the other Transaction Documents (if any), which has not been already funded through the Advance Instalment.

After the payments set out in paragraphs (i), (ii), (iii), (iv) and (v) above, any remaining amount will be credited to the Pre-Funding Account.

3.4.2 *Incremental Instalments*

Subject to and in accordance with the Terms and Conditions (including this Condition 3.4.2), the terms of the Subscription Agreement and the other Transaction Documents

- (a) during the Ramp-Up Period, on any Incremental Instalment Date, the Underwriters (other than the Class J1 Notes Underwriter) will pay *pro rata* the relevant Incremental Instalment on the Notes as notified by the Issuer, to allow the Issuer to:
 - (i) *First*, pay (in full or in part) the Purchase Price of the Tax Claims purchased from the Sellers on the Transfer Date preceding the relevant Incremental Instalment Date;
 - (ii) *Second*, credit the Cash Reserve Increase Amount into the Cash Reserve Account;
 - (iii) *Third*, credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account; and
 - (v) *Fourth*, pay any cost or expense due in accordance with the Subscription Agreement and the other Transaction Documents, as communicated to the Issuer; and
- (b) following the end of the Ramp-Up Period, on any Incremental Instalment Date, the Underwriters (other than the Class J1 Notes Underwriter) will pay *pro rata* (in accordance with the proportion provided for in paragraphs (a) and (b) immediately below) the relevant Incremental Instalment on the Notes as notified by the Issuer, to allow the Issuer to credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account,

in accordance with the terms and the conditions of the Subscription Agreement and the other Transaction Documents, provided that (1) no Trigger Event or (2) in case the Incremental Instalment is requested to fund the purchase of further Tax Claims, no Purchase Termination Event, has occurred or arisen and is continuing as at the relevant Incremental Instalment Date.

Without prejudice to the following paragraph and Article 2.5.3 (*Payment of each Incremental Instalment on the Notes*) of the Subscription Agreement, the Incremental Instalment in respect of the Notes shall be calculated in accordance with the provisions of the Subscription Agreement and the other Transaction Documents, provided that the proportion of the Principal Amount Outstanding of the Notes will remain, as at the relevant Incremental Instalment Date, as follows:

- (a) Senior Notes: 45%; and
- (b) Class J2 Notes: 55%.

Pursuant to Article 2.5.3 (*Payment of each Incremental Instalment on the Notes*), para. (iii), of the Subscription Agreement, in case of Incremental Instalment Requests relating to the purchase of Tax Claims, the Class J2 Noteholders shall only be obliged to fund Incremental

Instalments up to, in aggregate, Euro 111,974,000 of the Nominal Amounts of the Class J2 Notes and the Class J2 Noteholders shall be under no obligation to fund Incremental Instalments upon reaching said aggregate threshold (i.e. Euro 111,974,000). Such amount, being equal to Euro 111,974,000, shall be split as follows:

- (i) the PSC Funds will be obliged to fund an amount up to Euro 100,163,818;
- (ii) the Azimut Funds will be obliged to fund an amount up to Euro 11,809,708.

The payment of the Incremental Instalment shall be made in Euro to the Pre-Funding Account, *pro rata* on the basis of the Principal Amount Outstanding of the Notes at the time held by the relevant Underwriter and in accordance with the relevant Incremental Instalment Request. Subject to Condition 3.5 (*Crystallization of the Notes*) below, upon payment of the relevant Incremental Instalments by the Noteholders, the Paid-Up Amount of the Notes will be increased accordingly.

Subject to receipt in full of the relevant Incremental Instalment, the Issuer shall procure, or cause the Paying Agent to procure, that the relevant Incremental Instalment in respect of each relevant Class of Notes is duly registered, with value on the relevant Incremental Instalment Date, with Euronext Securities Milan for the benefit of the Euronext Securities Milan Account Holders with which the Notes are then held, as an increase in the Principal Amount Outstanding of the Notes of each relevant Class of Notes.

For the avoidance of doubt, the provisions of this Condition 3.4.2 (*Incremental Instalments*) shall apply only to the Senior Notes Underwriter and the Class J2 Notes Underwriter.

Under the Subscription Agreement, the Underwriters have agreed the terms and conditions for the payment and subscription of the Incremental Instalments.

3.5 Crystallization of the Notes

If any Incremental Instalment in respect of each Class of Notes is not paid in full by 3:00 p.m. (Milan time) on the relevant Incremental Instalment Date by all the relevant Underwriters, each in respect to the relevant portion of the Incremental Instalment in relation to the relevant Class of Notes, the lower amount paid up by the relevant Underwriters in respect of each Class of Notes on the Incremental Instalment Date shall be cancelled and no further amounts as Incremental Instalment shall be due by the Underwriters in respect of each Class of Notes, it being understood that the portion of the Incremental Instalment already paid by the Underwriters in respect to the relevant Class of Notes shall (i) be immediately repaid to any such Underwriters, each for the relevant portion thereof, and (ii) not be registered by the Paying Agent with Euronext Securities Milan, provided that if any portion of the Incremental Instalment already paid by the Underwriters in respect to the relevant Class of Notes has been already registered with Euronext Securities Milan, it shall be immediately cancelled thereafter. 3 (three) Business Days after the occurrence of the events set out in this Condition 3.5, if the event is not remedied, the Ramp-Up Period shall terminate.

No interest shall accrue on the amount of Incremental Instalment (if any) from the relevant Incremental Instalment Date up to the date of repayment by the Issuer to the relevant Underwriters pursuant to this Condition 3.5.

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 limited to the amounts received or recovered by the Issuer in respect of the Aggregate Portfolio and the Issuer's Rights, and is subject to payment of the amounts required under the applicable Priority of Payments to be paid in priority to or *pari passu* with the Notes. By holding Notes, 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 of Article 1469 of the Italian Civil Code.

4.2 **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 Collections and the financial assets (if any) purchased through such Collections will be segregated from all the other assets of the Issuer (including any other receivable purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving from the Aggregate Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the Collections and the financial assets (if any) purchased through such Collections (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, the Other Issuer Creditors and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation.

4.3 **Ranking**

In respect of the obligations of the Issuer to pay interest and repay principal on the Notes, subject to the provisions of the relevant Priority of Payments, the Notes of each Class will rank at all times as set out in Condition 6 (*Priority of Payments*).

4.4 **Conflict of interests**

The Intercreditor Agreement and the Rules of the Organisation of the Noteholders contain provisions regarding the protection of the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is a conflict between interests of:

- (a) different Classes of Noteholders, then the Representative of the Noteholders is required to have regard to the interests of the Noteholders in accordance with the Rules of the Organisation of the Noteholders; and
- (b) the Noteholders and of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders.

4.5 **Amendments to the Transaction Documents**

Any Transaction Document may only be modified with the consent of each party to such document and in accordance with the Intercreditor Agreement and any relevant provisions of the Rules of the Organisation of the Noteholders.

These Terms and Conditions may only be modified with the consent of the Issuer and the Representative of the Noteholders and in accordance with any relevant provisions of the Intercreditor Agreement and the Rules of the Organisation of the Noteholders.

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 with the prior written consent of the Representative of the Noteholders, or 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*

- (a) 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
- (b) have any *società controllata* (as defined in Article 2359 of the Italian Civil Code) or any employees or premises; or
- (c) 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 under the Transaction Documents, or 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
- (d) become the owner of any real estate asset, including in the context of a foreclosure proceeding over a real estate asset; or
- (e) become resident, including without limitation for tax purposes, in any country outside Italy or cease to be managed, administered in Italy or cease to have its centre of main interest in Italy; 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 so long as any other 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 (save for any indebtedness to be incurred in relation to any Further Securitisation) or give any guarantee, indemnity or security in respect of indebtedness or of any obligation of any person or entity; 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*

- (a) permit any of the Transaction Documents to which it is party to be amended, terminated or discharged if such amendment, termination or discharge may materially prejudice the interest of the Noteholders; or
- (b) exercise any power of consent or waiver pursuant to the terms of any of the Transaction Documents to which it is party which may materially prejudice the interest of the Noteholders; or

- (c) permit any party to any of the Transaction Documents to which it is party to be released from such obligations, if such release may materially prejudice the interest of the Noteholders; or

5.1.8 *Bank accounts*

open or have an interest in any bank account other than the Accounts and any bank account opened in the context of any Further Securitisation; or

5.1.9 *Statutory documents*

amend, supplement or otherwise modify its *statuto* in any manner which is prejudicial to the interest of the Noteholders, except where such amendment, supplement or modification is required (a) by compulsory provisions of Italian law or by the competent regulatory authorities or (b) in connection with a change of the Issuer's registered office; or

5.1.10 *Centre of main interest*

move its "centre of main interest" (as that term is used in Article 3(1) of the EU Insolvency Regulation) outside the Republic of Italy; or

5.1.11 *Branch outside Italy*

establish any branch or "establishment" (as that term is used in Article 2(10) of the EU Insolvency Regulation) outside the Republic of Italy; or

5.1.12 *Corporate formalities*

cease to comply with all corporate formalities necessary to ensure its corporate existence and good standing;

5.1.13 *Derivatives*

enter into derivative contracts, save as expressly permitted by Article 21(2) of the EU Securitisation Regulation.

5.2 **Further Securitisations**

The Issuer shall not, save with the prior express consent of the Noteholders, carry out any other securitisation transaction pursuant to the Securitisation Law (each a "**Further Securitisation**").

6. **PRIORITY OF PAYMENTS**

6.1 **Use of Settlement Available Funds**

During the Ramp-Up Period and, with reference to further Tax Claims whose Purchase Price shall be due and payable under a Master Transfer Agreement executed during the Ramp-Up Period, after the end of the Ramp-Up Period until 31 December 2025, the Settlement Available Funds shall be identified and calculated on each Settlement Date in order to allow the Issuer to make the following payments at the Incremental Instalment Date:

- (i) *First*, pay (in full or in part) the Purchase Price of the Tax Claims purchased from the Sellers on the Transfer Date preceding the relevant Incremental Instalment Date;
- (ii) *Second*, credit the Cash Reserve Increase Amount into the Cash Reserve Account;
- (iii) *Third*, credit the Indemnity Reserve Increase Amount into the Indemnity Reserve Account; and
- (iv) *Fourth*, pay any cost or expense due in accordance with the Subscription Agreement and the other Transaction Documents, as communicated to the Issuer.

For the avoidance of the doubt, any payment under limb (i) above may also be made by the Master Servicer (a) in the event that no Incremental Instalment is being paid and (b) with reference to

further Tax Claims whose relevant Initial Master Transfer Agreement has been executed before the end of the Ramp-Up Period and Purchase Price shall be due and payable before 31 December 2025, using the amounts standing to the credit of the Collection Account, or, to the extent the balance of such Account is not sufficient, the other Accounts (except the Indemnity Reserve Account and the Cash Reserve Account), pursuant to Article 2.5.2 (*Incremental Instalment Request*) and Article 7.4.2 of the Agency Agreement.

6.2 Pre-Enforcement Priority of Payments

Prior to (a) the service of a Trigger Notice, (b) the event of a redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Cash Reserve Account have been insufficient to pay such costs during the immediately preceding Collection Period);
- (ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;
 - (b) any amounts due and payable on such Payment Date to the Servicer, the Programme Administrator, the Account Bank, the Paying Agent, the Computation Agent, the Corporate Servicer, the Stichting Corporate Services Provider and any Other Issuer Creditor (but excluding any amounts to be paid under any item set out below in this Priority of Payments);
 - (c) the Portfolio Agent Fixed Fee, the BS Purchaser Upfront Fee and the BS Purchaser Fixed Fee;
- (iii) *Third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other documented costs, fees and expenses due to the Underwriters and/or other entities which are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;
- (iv) *Fourth*, to pay any indemnity amount due and payable to any Purchaser pursuant to the relevant Master Transfer Agreement;
- (v) *Fifth*, to credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account;
- (vi) *Sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Senior Notes;
- (vii) *Seventh*, to credit the Required Cash Reserve Amount into the Cash Reserve Account;
- (viii) *Eighth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Junior Notes;
- (ix) *Ninth*, during the Ramp-Up Period, to pay all the Issuer Available Funds remaining after the payments made from item (i) to (viii) on the Pre-Funding Account;
- (x) *Tenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to

the respective amounts thereof, (a) any Principal Amount Outstanding on the Senior Notes, until such Principal Amount Outstanding on the Senior Notes is equal to Euro 100,000.00 (onehundredthousand) and (b) on the last Payment Date, the remaining Principal Amount Outstanding on the Senior Notes until redemption in full;

- (xi) *Eleventh*, to pay, following the end of the Ramp-Up Period, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding on the Junior Notes until such Principal Amount Outstanding on the Junior Notes is equal to Euro 1,000;
- (xii) *Twelfth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.10 Amount;
- (xiii) *Thirteenth*, if, on the relevant Payment Date, Banca Sistema is not in breach of its representations and warranties and/or obligations under any Transaction Document, following the end of the Ramp-Up Period, to pay to Banca Sistema the BS Purchaser First Performance Fee;
- (xiv) *Fourteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.20 Amount;
- (xv) *Fifteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are not in breach of their representations and warranties and/or obligations under any of the Transaction Documents, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
- (xvi) *Sixteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.35 Amount;
- (xvii) *Seventeenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are in breach of any of their representations and warranties and/or obligations under any of the Transaction Documents, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee, the BS Purchaser First Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
- (xviii) *Eighteenth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) to the Programme Administrator, the Programme Administrator Performance Fee; and
 - (b) to the Junior Noteholders the Additional Return; and
- (xix) *Nineteenth*, on the Cancellation Date, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding in respect of the Junior Notes.

The Issuer shall, if necessary, make the payments set out under items *First*, *Third* and *Fifth* above also on any day during an Interest Period using the amounts standing to the credit of: (i) with respect to items *First* and *Third*, the Cash Reserve Account; and (ii) with respect to item *Fifth*, the Pre-Funding Account, in accordance with the provisions of the Agency Agreement.

6.3 Post-Enforcement Priority of Payments

(a) Following the service of a Trigger Notice, (b) in the event of redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for taxation*), (c) in the event of optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) or (d) starting from the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

- (i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Cash Reserve Account have been insufficient to pay such costs during the immediately preceding Collection Period);
- (ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;
 - (b) any amounts due and payable on such Payment Date to the Servicer, the Programme Administrator, the Account Bank, the Paying Agent, the Computation Agent, the Corporate Servicer, the Stichting Corporate Services Provider and any Other Issuer Creditor (but excluding any amounts to be paid under any item set out below in this Priority of Payments);
 - (c) the Portfolio Agent Fixed Fee, the BS Purchaser Upfront Fee and the BS Purchaser Fixed Fee;
- (iii) *Third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, unless an Insolvency Event has occurred in respect of the Issuer, any other documented costs, fees and expenses due to the Underwriters and/or other entities which are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;
- (iv) *Fourth*, to pay any indemnity amount due and payable to any Purchaser pursuant to the relevant Master Transfer Agreement;
- (v) *Fifth*, to credit the Required Indemnity Reserve Amount into the Indemnity Reserve Account;
- (vi) *Sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Senior Notes;
- (vii) *Seventh*, to credit the Required Cash Reserve Amount into the Cash Reserve Account;
- (viii) *Eighth*, following the end of the Ramp-Up Period, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any Principal Amount Outstanding on the Senior Notes, until such Principal Amount Outstanding on the Senior Notes is equal to Euro 100,000.00 (onehundredthousand) and (b) on the last Payment Date, the remaining Principal Amount Outstanding on the Senior Notes until redemption in full;
- (ix) *Ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts of interest due and payable (including any previous outstanding interest accrued but not paid) on the Junior Notes;
- (x) *Tenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding on the Junior Notes until the Principal Amount Outstanding on the Junior Notes is equal to Euro 1,000;

- (xi) *Eleventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.10 Amount;
- (xii) *Twelfth*, if, on the relevant Payment Date, Banca Sistema is not in breach of its representations and warranties and/or obligations under any Transaction Document, to pay to Banca Sistema the BS Purchaser First Performance Fee;
- (xiii) *Thirteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.20 Amount;
- (xiv) *Fourteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are not in breach of their representations and warranties and/or obligations under any of the Transaction Documents, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
- (xv) *Fifteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders the MOIC 1.35 Amount;
- (xvi) *Sixteenth*, if, on the relevant Payment Date, Banca Sistema and/or the Portfolio Agent are in breach of any of their representations and warranties and/or obligations under any of the Transaction Documents, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the Portfolio Agent Performance Fee, the BS Purchaser First Performance Fee and the BS Purchaser Second Performance Fee, being understood that each of Banca Sistema and the Portfolio Agent is responsible for the relevant representations and warranties and/or obligations;
- (xvii) *Seventeenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Junior Noteholders any other amount due and payable under the Transaction Documents to the extent not already paid or payable under any item above in this Priority of Payments;
- (xviii) *Eighteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) to the Programme Administrator, the Programme Administrator Performance Fee; and
 - (b) to the Junior Noteholders the Additional Return; and
- (xix) *Nineteenth*, on the Cancellation Date, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Principal Amount Outstanding in respect of the Junior Notes.

Unless an Insolvency Event has occurred with respect to the Issuer, the Issuer shall, if necessary, make the payments set out under items *First*, *Third* and *Fifth* above also during the following Interest Period using the amounts standing to the credit of: (i) with respect to items *First* and *Third*, the Cash Reserve Account; and (ii) with respect to item *Fifth*, the Pre-Funding Account, in accordance with the provisions of the Agency Agreement.

7. INTEREST

7.1 Rate of Interest

7.1.1 Interest on the Senior Notes

The Senior Notes will bear fixed interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 5.66 (five/66) per cent *per annum* (the "**Senior Notes Interest Rate**").

Interest in respect of the Senior Notes will accrue on a daily basis and will be payable

monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments.

The Senior Notes Interest Rate will start to accrue in respect of the Senior Notes:

- (a) from the relevant Issue Date (included), in respect of the Initial Instalment; and
- (b) from the relevant Incremental Instalment Date (included), in respect of any Incremental Instalment.

The first payment of interest in respect of the Senior Notes will be due on the Payment Date falling in October 2024 in respect of the period from (and including) the relevant Issue Date to (but excluding) such Payment Date. To this end, the interest rate applicable with respect to the Senior Notes on the first Payment Date for the purposes of calculating the interest payable to the Senior Notes Underwriter shall be a rate equal to 6.84 (six/84), it being understood that such rate shall only be applicable at the first Payment Date following the Issue Date of the Further Notes and that the Senior Notes Interest Rate shall remain applicable with respect to all other Payment Dates

7.1.2 *Interest on the Junior Notes*

The Junior Notes will bear fixed interest on their Principal Amount Outstanding from and including the relevant Issue Date at the rate equal to 10 (ten) per cent *per annum* (the "**Junior Notes Interest Rate**" and, together with the Senior Notes Interest Rate, the "**Rates of Interest**").

Interest in respect of the Junior Notes will accrue on a daily basis and will be payable monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments.

The Junior Notes Interest Rate will start to accrue in respect of the Junior Notes:

- (a) from the relevant Issue Date (included), in respect of the Initial Instalment; and
- (b) from the relevant Incremental Instalment Date (included), in respect of any Incremental Instalment.

The first payment of interest in respect of the Junior Notes will be due on the Payment Date falling in October 2024 in respect of the period from (and including) the relevant Issue Date to (but excluding) such Payment Date. To this end, the interest rate applicable with respect to the Junior Notes on the first Payment Date following the Issue Date of the Further Notes for the purposes of calculating the interest payable to the Junior Notes Underwriters shall be a rate equal to:

- (a) with reference to the Class J1 Notes, 12.36% (twelve/36) per cent; and
- (b) with reference to the Class J2 Notes, 12.09% (twelve/09),

it being understood that such rate shall only be applicable at the first Payment Date and that the Junior Notes Interest Rate shall remain applicable with respect to all other Payment Dates.

7.1.4 *Additional remuneration of the Junior Notes*

The Junior Notes will have in addition a remuneration equal to the MOIC Amounts and the Additional Return which will be payable monthly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments.

7.2 **Determination of the Rates of Interest and calculation of Interest Amounts**

Subject to Condition 7.7 (*Interest - Fallback Provisions*), the Paying Agent, or the Representative of

the Noteholders pursuant to Condition 7.4 (*Interest - Determination or calculation by the Representative of the Noteholders*) shall determine with respect to each Interest Determination Date:

- (a) the Senior Notes Interest Rate and the Junior Notes Interest Rate applicable to the Interest Period beginning after such Interest Determination Date (or, in the case of the Initial Interest Period, beginning on, and including, the relevant Issue Date) in respect of, respectively, the Senior Notes and the Junior Notes Interest Rate in accordance with these Terms and Conditions;
- (b) the interest amount (the "**Interest Amount**") payable on the Notes in respect of the Interest Period beginning after such Interest Determination Date (or, in the case of the Initial Interest Period, beginning on, and including, the relevant Issue Date) in accordance with these Terms and Conditions; and
- (c) the Payment Date in respect of the Interest Amount on the Notes.

The Interest Amount payable in respect of any Interest Period in respect of each Class of Notes shall be calculated by applying the relevant Rate of Interest to the Principal Amount Outstanding (also taking into account any Incremental Instalment to be made as of such Payment Date) of the relevant Class of Notes on the Payment Date (or, in the case of the Initial Interest Period, on the relevant Issue Date) on which such Interest Period commences (after deducting therefrom any payment of principal due on such Payment Date), multiplying the product of such calculation by the actual number of days in the Interest Period and dividing by 360, and rounding the resultant figure to the nearest cent (half a cent being rounded up).

7.3 **Publication of Rate of Interest and Interest Amount**

The Paying Agent will cause the Senior Notes Interest Rate and the Junior Notes Interest Rate, the Interest Amount applicable to each Class of Notes for each Interest Period and the Payment Date in respect of such Interest Amount to be notified promptly after determination to Euronext Securities Milan, the Issuer, the Servicer, the Representative of the Noteholders, the Account Bank, the Computation Agent and the Corporate Servicer and will cause the same to be published in accordance with Condition 16 (*Notices*) or as soon as possible after determination.

The Paying Agent will arrange for notice to be given forthwith to Euronext Securities Milan, the Issuer, the Servicer, the Representative of the Noteholders, the Account Bank, the Computation Agent and the Corporate Servicer and will cause notification to be given to the Noteholders in accordance with Condition 16 (*Notices*), no later than the 2nd (second) Business Day prior to any Payment Date on which, pursuant to this Condition 7, the Interest Amount on the Notes will not be paid in full.

Save as provided in Condition 13.1 (*Trigger Events*), in the event that on any Payment Date, there are any Interest Amounts which are unpaid on their due date and remain unpaid as a result of the insufficiency of the Issuer Available Funds (the "**Interest Amount Arrears**"), such Interest Amount Arrears will be deferred (and not regarded as due) and shall be aggregated with the amount of interest due on the relevant Class of Notes on the next succeeding Payment Date, and treated for the purpose of this Condition 7 as if it was due, subject to this Condition 7, on each Note on the next succeeding Payment Date. No interest will accrue on any Interest Amount Arrears.

7.4 **Determination or calculation by the Representative of the Noteholders**

If the Paying Agent does not at any time for any reason determine the Senior Notes Interest Rate, the Junior Notes Interest Rate and/or calculate the Interest Amount accrued on the Notes or the relevant Notes Redemption Amount in accordance with the foregoing provisions of this Condition 7, the Representative of the Noteholders, as legal representative of the Noteholders, shall (but without incurring, in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result):

- (a) determine (or cause to be determined) the Senior Notes Interest Rate and/or the Junior Notes Interest Rate; and/or (as the case may be); and
- (b) calculate (or cause to be determined) the Interest Amount accrued on each Class of Notes in the manner specified in Condition 7.2 (*Interest - Determination of the Rates of Interest and calculation of Interest Amounts*) above,

and any such determination and/or calculation shall be deemed to have been made by the Paying Agent in accordance with these Terms and Conditions.

7.5 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, whether by the Computation Agent, the Paying Agent, the Issuer or the Representative of the Noteholders shall (in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*)) be binding on the Computation Agent, the Paying Agent, the Issuer, the Representative of the Noteholders and the Noteholders. No liability to the Noteholders shall attach to the Computation Agent, the Paying Agent, the Corporate Servicer, 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 discretions hereunder.

7.6 Paying Agent

The Issuer shall ensure that, also in accordance with the Agency Agreement, so long as any of the Notes remain outstanding, there shall at all times be a Paying Agent. The Paying Agent may not resign until a successor approved in writing by the Representative of the Noteholders has been appointed. If a new Paying Agent is appointed, a notice will be published in accordance with Condition 16 (*Notices*).

8. REDEMPTION, PURCHASE AND CANCELLATION

8.1 Final Maturity Date

8.1.1 Principal Amount Outstanding

Unless previously redeemed in full or cancelled in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*), the Notes are due to be repaid in full at their respective Principal Amount Outstanding (together with interest accrued and unpaid thereon) on the Final Maturity Date.

8.1.2 Redemption prior to the Final Maturity Date

The Issuer may not redeem the Notes prior to the Final Maturity Date except as provided below in Condition 8.2 (*Redemption, Purchase and Cancellation - Mandatory Redemption*), 8.3 (*Redemption, Purchase and Cancellation - Optional redemption*) and 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), but without prejudice to Condition 13 (*Trigger Events*).

8.2 Mandatory Redemption

The Notes of each Class will be subject to mandatory redemption in full (or in part *pro rata*) on any Payment Date, in accordance with the provisions of these Terms and Conditions, in each case if and to the extent that, on the relevant Payment Date, there are sufficient Issuer Available Funds which may be applied towards redemption of the Notes, in accordance with the applicable Priority of Payments.

8.3 Optional redemption

8.3.1 Optional redemption

Unless previously redeemed in full, on any Payment Date falling after December 2028, the

Issuer, having given not less than 30 (thirty) days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with Condition 16 (*Notices*), may redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole but not in part) at their Principal Amount Outstanding, together with interest accrued thereon, up to the date fixed for redemption, in accordance with this Condition 8.3, provided that:

- (a) no Trigger Event has occurred prior to or upon the relevant Payment Date; and
- (b) the Issuer has certified to the Representative of the Noteholders and produced evidence acceptable to the Representative of the Noteholders that it will have the necessary funds (not subject to the interests of any person) to discharge all of its outstanding liabilities in respect of the Senior Notes, the Junior Notes and any amount required to be paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with the Senior Notes.

8.3.2 *Sale of the Aggregate Portfolio*

The Issuer may obtain the necessary funds in order to effect the above optional redemption of the Notes, in accordance with Condition 8.3.1 (*Redemption, Purchase and Cancellation - Optional redemption*), through the sale of the Aggregate Portfolio subject to the terms and conditions of the Intercreditor Agreement. The relevant sale proceeds shall form part of the Issuer Available Funds.

8.4 **Redemption for Taxation**

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) the Issuer or any other person would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) from any payment of principal or interest on any Class of Notes (the "**Affected Class**"), any amount 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 (or that amounts payable to the Issuer in respect of the Aggregate Portfolio would be subject to withholding or deduction) (hereinafter, the "**Tax Event**"); and
- (b) the Issuer will have the necessary funds (not subject to the interests of any other person) to discharge all of its outstanding liabilities in respect of the Affected Class and any amount required to be paid, according to the Post-Enforcement Priority of Payments in priority to or *pari passu* with the Notes of the Affected Class,

then the Issuer may, on such Payment Date, at its option, having given not less than 30 (thirty) days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with Condition 16 (*Notices*), redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole but not in part) at their Principal Amount Outstanding together with all accrued but unpaid interest thereon up to and including the relevant Payment Date.

Following the occurrence of a Tax Event, the Issuer may, or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Noteholders) direct the Issuer to dispose of the Aggregate Portfolio, or any part thereof, to finance the early redemption of the Notes in accordance with this Condition 8.4, subject to the terms and conditions of the Intercreditor Agreement.

8.5 **Principal Payment on the Notes and Principal Amount Outstanding**

8.5.1 *Determination of the Computation Agent*

On each Calculation Date, the Issuer shall procure that the Computation Agent determines:

- (a) the amount of the Issuer Available Funds;
- (b) the principal payment (if any) due on Euro 1,000 of nominal amount of each Note of each Class on the next following Payment Date; and
- (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 the Notes of each Class on such Payment Date).

The principal amount redeemable in respect of each Note of each Class on any Payment Date shall be a *pro rata* share of the Issuer Available Funds available to make the principal payment in respect of the Notes of the relevant Class, in accordance with the relevant Priority of Payments, calculated by multiplying the relevant amount by a fraction, the numerator of which is the then Principal Amount Outstanding of each Note of the relevant Class and the denominator of which is the then Principal Amount Outstanding of all the Notes of the relevant Class, and rounding down the resultant figures to the nearest cent, provided always that no such principal payment may exceed the Principal Amount Outstanding of the relevant Note.

8.5.2 *Final and binding*

Each determination by (or on behalf of) the Issuer of the 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, gross negligence, bad faith or manifest error) be final and binding on all persons.

8.5.3 *Notice of determination*

The Issuer will, on each Calculation Date, cause the determination of a principal payment on the Notes (if any) and Principal Amount Outstanding of the Notes to be notified by the Computation Agent (through the Payments Report) to the Representative of the Noteholders, the Corporate Servicer, the Account Bank, the Paying Agent, Euronext Securities Milan, the Computation Agent and, in copy, the Servicer. The Issuer will cause notice of each determination of a principal payment on the Notes and of Principal Amount Outstanding of the Notes to be given to Euronext Securities Milan and in accordance with Condition 16 (*Notices*).

8.5.4 *Determination by the Representative of the Noteholders*

If no principal payment on the Notes or Principal Amount Outstanding of the Notes is determined by or on behalf of the Issuer in accordance with the preceding provisions of this Condition 8.5, such principal payment on the Notes and Principal Amount Outstanding of the Notes shall be determined by the Representative of the Noteholders in accordance with this Condition 8 and each such determination or calculation shall be deemed to have been made by the Issuer.

8.5.5 *No information or delay*

In the event of the Computation Agent not receiving or receiving with delay (such a delay not enabling the Computation Agent to prepare the Payments Report in time for applying the Pre-Enforcement Priority of Payments on the relevant Payment Date) the information (in whole or in part) of any amount necessary for it to prepare the Payments Report in respect of any Calculation Date, but has evidence that the amounts standing to the credit of the Accounts (excluding the Quota Capital Account) are sufficient to pay the interests on the Senior Notes and any other amount ranking in priority thereto pursuant to the Pre-Enforcement Priority of Payments, the Computation Agent shall:

- (a) promptly inform the Issuer and the Representative of the Noteholders;
- (b) nonetheless prepare a Payments Report on or prior to the relevant Calculation Date based on the assumption that:
 - (i) the fees due and payable on the next following Payment Date pursuant to item First, Second and Third of the Pre-Enforcement Priority of Payments, shall be equal to the amount specified in the last available Payments Report; and
 - (ii) no payments will be made on any item of the Pre-Enforcement Priority of Payments different from the interests on the Senior Notes and any other amount ranking in priority thereto (and, therefore, for the avoidance of doubt, no principal will be due and payable on the Senior Notes on such Payment Date);
- (c) on the Payment Date immediately following the Payment Date referred to in paragraph (b) above, on the basis of the information received, make any recalculations and adjustments it deems appropriate for the purpose of taking into account any differences and/or discrepancies between (i) the amounts paid on the Payment Date referred to in paragraph (b), and (ii) the amounts that would have been due and payable should the relevant information and/or report be delivered.

Any amount that will not be used and applied in accordance with the Pre-Enforcement Priority of Payments on each Payment Date shall remain credited onto the Payments Account and shall be considered as Issuer Available Funds and applied on the immediately following Payment Date.

The Computation Agent shall not be liable for any liability suffered or incurred by any party or any Other Issuer Creditors as a result of such assumption, being understood that should such assumptions be communicated to the Computation Agent to be wrong by the Party in charge to determine them, then the Computation Agent on the immediately following Calculation Date shall prepare a Payments Report which shall consider any incorrect assumed amounts with the purpose to set-off such amounts with any amounts due and payable on the next following Payment Date.

8.6 Notice of redemption

Any notice of redemption, including those 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.

8.7 No purchase by Issuer

The Issuer is not permitted to purchase any of the Notes.

8.8 Cancellation

8.8.1 Cancellation Date

The Notes shall 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 (i) the Servicer has certified to the Issuer and the Representative of the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Aggregate Portfolio being available to the Issuer or (ii) if any of the Noteholders objected the Programme

Administrator and/or the Servicer determination for reasonably grounded reasons within 45 (fortyfive) days from the notice of the Programme Administrator, the date on which the determination by an independent firm is made in accordance with the terms of the Transaction Documents,

at which date any amount outstanding, whether in respect of interest, principal and/or other amounts in respect of the Notes, shall be finally and definitively cancelled.

8.8.2 *Notes upon cancellation*

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 general law or under the Transaction Documents to obtain payment of the obligations of the Issuer deriving from the Notes and any of the Transaction Documents or enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of such obligations or to enforce the Security, save as provided by the Rules of the Organisation of the Noteholders. In particular no Noteholder:

(a) *No enforcement of the Security*

is entitled, save as expressly permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Security or take any proceedings against the Issuer to enforce the Security;

(b) *No right against the Issuer*

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;

(c) *No cause or initiate an Insolvency Event in relation to the Issuer*

shall be entitled, both before and following the service of a Trigger Notice, until the date falling 2 (two) years and 1 (one) day after the date on which all the Notes and any other notes issued in the context of any other securitisation carried out by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, to cause, initiate or join any person in initiating an Insolvency Event in relation to the Issuer; and

(d) *No action not in compliance with the Priority of Payments*

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

9.2 **Limited recourse obligations of Issuer**

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

(a) *Claim limited to the Issuer Available Funds*

each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the applicable Priority of Payments and will not have, by operation of law or otherwise, any claim against, or recourse to, the Issuer's other assets or its contributed capital;

(b) *Sums to the Noteholders*

sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder; and (ii) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to or pari passu with such sums payable to such Noteholder; and

(c) *No further claim against the Issuer*

upon:

- (i) the completion of any proceedings for the recovery of the Claims pursuant to the Programme Administration Agreement and the Servicing Agreement (such completion to be notified by the Programme Administrator and the Servicer to the Representative of the Noteholders) and the application of the relevant Collections in accordance with the applicable Priority of Payments, and
- (ii) the Representative of the Noteholders giving written notice in accordance with Condition 16 (*Notices*) that it has determined that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Aggregate Portfolio or the Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Notes and the Transaction Documents and the Servicer having confirmed the same in writing to the Issuer and the Representative of the Noteholders,

the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

The provisions of paragraph (c) above are subject to none of the Noteholders objecting to such determinations of the Programme Administrator and the Servicer for reasonably grounded reasons within 45 (fortyfive) days from the notice thereof. If any of the Noteholders objects such determination within such term, the Programme Administrator 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 or any Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents. Such determination shall be definitive and binding for all the Noteholders.

10. **PAYMENTS**

10.1 **Payments through Euronext Securities Milan, Euroclear and Clearstream**

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Euronext Securities Milan, by the Paying Agent on behalf of the Issuer to Euronext Securities Milan, for further credit by Euronext Securities Milan to the accounts of those banks and authorised brokers whose Euronext Securities Milan accounts are credited with such Notes and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of such Notes or through Euroclear and Clearstream to the accounts of those participants with Euroclear and Clearstream whose account are credited with such Notes and thereafter credited by such participants to the beneficial owners of such Notes, in accordance with the rules and procedures of Euronext Securities Milan, Euroclear or Clearstream, as the case may be.

10.2 **Payments subject to tax laws**

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or

other laws and regulations applicable thereto.

10.3 **Variation of Paying Agent**

The Issuer reserves the right, subject to the prior written approval of the Representative of the Noteholders, at any time to vary or terminate the appointment of the Paying Agent and to appoint another paying agent. The Issuer will cause at least 30 (thirty) days' prior notice of any replacement of the Paying Agent to be given to the Noteholders in accordance with Condition 16 (*Notices*).

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 holder of Notes on account of 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 10 (ten) years (in the case of principal) or 5 (five) years (in the case of interest and additional remuneration) from the date on which a payment in respect thereof first becomes due and payable.

13. **TRIGGER EVENTS**

13.1 **Trigger Events**

The occurrence of any of the following events shall constitute a Trigger Event:

- (a) *Non-payment*: the Issuer defaults in the payment of:
 - (i)
 - (1) the Interest Amount payable on the Senior Notes for 2 (two) consecutive Payment Dates; or
 - (2) in case there are sufficient Issuer Available Funds in accordance with the applicable Priority of Payments, the amount of principal due and payable on the Senior Notes on the relevant Payment Date (as set out in the relevant Payments Report),

and such default is not remedied within a period of 5 (five) Business Days from the due date thereof; or
 - (ii) any amount due to the Other Issuer Creditors under items *First*, *Second* and *Third* of the Pre-Enforcement Priority of Payments and such default is not remedied within a period of 10 (ten) Business Days from the due date thereof; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation specified in (a) above) which is in the Representative of the Noteholders' sole and absolute opinion materially prejudicial to the interests of the Noteholders and such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders having given written notice thereof to the Issuer requiring the same to be remedied (except where, in the sole 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 and relating to itself (and not the Tax Claims) is, or proves to have been, 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 15 (fifteen) days after the Representative of the Noteholders has served notice 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 (in any respect deemed to be material by the Representative of the Noteholders) for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

13.2 **Trigger Notice**

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

- (a) in the case of a Trigger Event under Condition 13.1 (a), (d) or (e) above, shall; and/or
- (b) in the case of a Trigger Event under Condition 13.1 (b) or (c) above, if so directed by an Extraordinary Resolution of the Noteholders, shall,

serve a Trigger Notice to the Issuer. Upon the service of a Trigger Notice, the Notes will be due and payable at their Principal Amount Outstanding and the Issuer Available Funds shall be applied in accordance with Condition 6.3 (*Priority of Payments – Post-Enforcement Priority of Payments*).

Following the service 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.

14. **ACTIONS FOLLOWING THE SERVICE OF A TRIGGER NOTICE**

14.1 **Actions of the Representative of the Noteholders**

At any time after a Trigger Notice has been served, the Representative of the Noteholders may or shall, if so requested or authorised by an Extraordinary Resolution of the Noteholders, 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 6.3 (*Priority of Payments - Post-Enforcement Priority of Payments*).

14.2 **Notifications, determinations and liability of the Representative of the Noteholders**

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 (*Actions following the service of a Trigger Notice*) by the Representative of the Noteholders shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer and all the 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.

14.3 **Actions against the Issuer**

No Noteholder shall be entitled to proceed directly against the Issuer save as provided in these Terms and Conditions and the Rules of the Organisation of the Noteholders.

14.4 **Limited claims against the Issuer**

If the Representative of the Noteholders takes action to ensure the Noteholders' rights in respect of the Aggregate Portfolio and the Issuer's Rights and after payment of all other claims ranking in priority to the Notes under these Terms and Conditions and the Intercreditor Agreement, if the remaining proceeds of such action (the Representative of the Noteholders having taken action to ensure the Noteholders' rights in respect of the Aggregate Portfolio and all the Issuer's Rights) are

insufficient to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes and all other claims ranking *pari passu* therewith, then the Noteholders' claims against the Issuer will be limited to their *pro rata* share of such remaining proceeds (if any) and the obligations of the Issuer to the Noteholders will be discharged in full and any amount in respect of principal, interest or other amounts due under the Notes will be finally and definitively cancelled.

14.5 Disposal of the Aggregate Portfolio

Following the service of a Trigger Notice, the Issuer may (subject to the consent of the Representative of the Noteholders), or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Noteholders) direct the Issuer to, dispose of the Aggregate Portfolio (in full or in part), subject to the terms and conditions of the Intercreditor Agreement. It is understood that no provisions shall require the automatic liquidation of the Aggregate Portfolio.

15. THE REPRESENTATIVE OF THE NOTEHOLDERS

15.1 The Organisation 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.

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 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 which has been appointed by the Underwriters on or about the Issue Date, subject to and in accordance with the provisions of the Subscription Agreement. Each Noteholder is deemed to accept such appointment.

16. NOTICES

16.1 Notices

Any notice regarding the Notes, as long as the Notes are held through Euronext Securities Milan, shall be deemed to have been duly given if given by the Issuer (through the Paying Agent) through the systems of Euronext Securities Milan. In addition, any notice to the Noteholders given by or on behalf of the Issuer shall also be published on the Protected Website. 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 one of the manners referred to above.

16.2 Alternative methods of 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 of the Notes

The Notes and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with Italian Law.

17.2 Governing law of the Transaction Documents

All the Transaction Documents and all non-contractual obligations arising in any way whatsoever out

of or in connection with them, are governed by, and shall be construed in accordance with Italian Law.

17.3 Jurisdiction

Any dispute arising from the interpretation and execution of these Terms and Conditions or from the legal relationships established by these Notes and these Terms and Conditions will be submitted to the exclusive jurisdiction of the Courts of Milan.

EXHIBIT 1
TO THE TERMS AND CONDITIONS
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 Nectar SPV S.r.l. and subscription for the 104,736,000.00 Class A Asset Backed Partly Paid Notes due December 2030, the 10,000.00 Class J1 Asset Backed Partly Paid Notes due December 2030, the 128,000,000.00 Class J2 Asset Backed Partly Paid Notes due December 2030 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 *Definitions*

Unless otherwise provided in these Rules, any capitalised term shall have the meaning attributed to it in the Terms and Conditions.

2.1.2 *Reference to an Article*

Any reference herein to an "Article" shall be a reference to an Article of these Rules.

2.1.3 *Headings and subheadings*

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 or cancel 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;
- (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;
- (h) disposal of the Aggregate Portfolio, save as expressly otherwise provided for in the Transaction

Documents;

- (i) 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 issued 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 of these Rules.

"Condition" means a condition of the Terms and Conditions.

"Disenfranchised Matter" means any of the following matters:

- (a) the revocation of Banca Sistema in its capacity as Servicer, Programme Administrator and/or Purchaser;
- (b) the enforcement of any of the Issuer's rights under the Transaction Documents against Banca Sistema in any of its capacities under the Securitisation; and
- (c) any other matter in relation to which, in the reasonable opinion of the Representative of the Noteholders (upon notification of a conflict of interest by any Noteholder), there may exist a conflict of interest between the holders of the Notes (in such capacity) and Banca Sistema in any of its capacities (other than as holder of the Senior Notes) under the Securitisation,

provided that any Resolution on such matters shall be passed and aimed towards the objective interest of the Noteholders and the Other Issuer Creditors (other than Banca Sistema in the relevant capacity from time to time) and of the performance of the Securitisation.

"Disenfranchised Noteholder" means Banca Sistema or any of its affiliates.

"Euronext Securities Milan Account Holder" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan including any depository banks appointed by Euroclear and Clearstream.

"Extraordinary Resolution" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules to resolve on the object set out in Article 18.

"Meeting" means a meeting of Noteholders of any Class or Classes (whether originally convened or resumed following an adjournment).

"Ordinary Resolution" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules to resolve on the object set out in Article 17.

"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 therein contained and including any agreement or other document expressed to be supplemental 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 Euronext Securities Milan

Account Holder in accordance with 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 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.

4.2 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, 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.

4.3 Mutually exclusive

A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

4.4 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 any relevant 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-fiftieth 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 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 selected or approved by the Representative of the Noteholders.

Every Meeting may be held where there are Voters located at different places (located in the European Union) connected via video-conference, provided that:

- (a) 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;
- (b) the person drawing up the minutes may hear well the meeting events being the subject matter of the minutes;
- (c) each Voter attending via video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;
- (d) the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via video-conference equipment; and
- (e) for the avoidance of doubt, the Meeting is deemed to take place (located in the European Union) where the Chairman and the person drawing up the minutes will be.

6. **Notice of Meeting and Documents Available for Inspections**

6.1 *Notice of meeting*

At least 10 days' notice (but not exceeding 60 (sixty) 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 (which shall be 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 in accordance with Condition 16 (*Notices*), with copy to the Issuer and the Representative of the Noteholders.

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 (located 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 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 be, but need not to 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 constitutivo*) 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 half 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, at least one third of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened;
- (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, at least one half of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened;
- (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 two thirds 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, one or more Voters holding or representing at least one half of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened,

provided that, in respect of any Disenfranchised Matter and without prejudice for the definition of "Disenfranchised Matter", the Notes held by a Disenfranchised Noteholder shall be treated as if they were not outstanding, shall be disregarded and shall not be counted for the purpose of calculating the quorum above.

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 the votes cast,

provided that, any Resolution affecting Banca Sistema as Senior Noteholder and/or Purchaser and/or in relation to the performance of the Securitisation shall be deemed validly passed if Banca Sistema, as Senior Noteholder, has been duly convened to the Meeting and that such Resolution shall in any event be aimed at

achieving the good performance of the Securitisation.

The Noteholders shall, before any Meeting, consult and discuss in good faith about the subject matter of each Meeting with the aim of achieving the good performance of the Securitisation.

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 days and no later than 42 days after the original date of such Meeting, and to such place (which shall be in the European Union) and time as the Chairman determines with the approval of the Representative of the Noteholders, provided however that no meeting may be adjourned more than once for want of quorum.

10. Adjourned Meeting

Except as provided in Article 9, the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another 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 (which shall be 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, Articles 5 and 6 above shall apply to the resumed meeting except that:

- (a) 10 (ten) 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.

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-fiftieth 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. 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-fiftieth 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 in accordance with Article 8 (*Quorum*), 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 the Principal Amount Outstanding of each outstanding 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.

The Noteholder which is in conflict of interest in respect of the subject matter to be voted related to the carrying out of roles, services or activities in the context of the Securitisation shall abstain from voting 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 (twenty-four) 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. If a Meeting is adjourned pursuant to Article 9, 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 and subject to the provisions of Article 19, 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 Article 19, 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, approve any amendments of the provisions of (i) these Rules, (ii) the Terms and Conditions, (iii) the Intercreditor Agreement, (iv) the Agency 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 of 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 13);
- (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;
- (j) authorise or object to individual actions or remedies of Noteholders under Article 23; and
- (k) approve any other relevant matter (that should be expressly approved by the Noteholders) pursuant to the Intercreditor Agreement and any other Transaction Document;

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*

Without prejudice to the provisions of Article 8.2 (*Passing of a Resolution*), any Extraordinary Resolution involving any matter other than a Basic Term Modification or any Ordinary Resolution that is passed by the Noteholders representing the majority of the Principal Amount Outstanding of all the Notes shall be binding on the Holders of the other Classes of Notes irrespective of the effect thereof on their interest.

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.

19.4 *Conflict between Classes*

If, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interest of:

- (a) different Classes of Noteholders, then the Representative of the Noteholders is required to have regard to the interests of the Noteholder representing the majority of the Principal Amount Outstanding of all the Notes;
- (b) the Noteholders and of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders.

19.5 *Joint Meetings*

Subject to the provisions of these Rules and the Terms and Conditions joint meetings of the Senior Noteholders and of the Junior Noteholders shall be held to consider the same Resolution and the provisions of these Rules shall apply.

19.6 *Combined Meetings of the Noteholders*

Subject to the aforesaid provisions of this Article 19, the following provisions shall apply where outstanding Notes belong to more than one Class:

- (a) business which affects only one Class of Notes shall be transacted at a joint Meeting of the Noteholders of such Class;
- (b) business which 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 at a joint Meeting of the Noteholders of all such Classes of Notes; and
- (c) business which 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 joint Meetings of the Noteholders of any Class.

In this paragraph "**business**" includes (without limitation) the passing or rejection of any Resolution.

19.7 *Notice of Resolution*

Within 5 (five) Business 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 and the Representative of the Noteholders.

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, 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 Ordinary Resolution.

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. 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*

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.

23.4 *Exclusive power of the Representative of the Noteholders*

Save as provided in this Article 23, only the Representative of the Noteholders may pursue the remedies available under the general law or the Transaction Documents to obtain payment of obligations or to enforce the Security 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 Noteholders in accordance with the provisions of this Article 25, except for the appointment of the first Representative of the Noteholders which will occur on the relevant Issue Date.

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 director/s and auditors of the Issuer cannot be appointed as 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, it shall remain in office until full repayment or cancellation of all the Notes.

25.5 Removal

The Representative of the Noteholders may be removed by Extraordinary Resolution of the 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, 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 relevant 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 28.9 (*Illegality*), 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 it expedient and in the interest of the Noteholders, whether by power of attorney or otherwise, delegate to any person(s) specific activities vested in it as aforesaid.
- 26.3.2 The terms and conditions (including power to sub-delegate) of such appointment shall be established by the Representative of the Noteholders depending on what it deems suitable in the interest of the Noteholders.
- 26.3.3 The Representative of the Noteholders shall not, other than in the normal course of its business, be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by any misconduct, omission or default on the part of such delegate or sub-delegate, provided that the Representative of the Noteholders shall use all reasonable care in the appointment of any such delegate and shall be responsible for the instructions given by it to such delegate (*culpa in eligendo*).
- 26.3.4 As soon as reasonably practicable, the Representative of the Noteholders shall give notice to the Issuer of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer of the appointment of any sub-delegate as soon as reasonably practicable.

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, 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 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.

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, 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 or any other event, condition or act 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:
 - (1) the nature, status, creditworthiness or solvency of the Issuer;
 - (2) 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;
 - (3) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;
 - (4) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Portfolio; and
 - (5) 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 (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;
- (vii) 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;
- (viii) 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;
- (ix) shall not be under any obligation to guarantee or procure the repayment of the Aggregate Portfolio or any part thereof;
- (x) 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;
- (xi) 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;
- (xii) shall not be responsible for reviewing or investigating any report relating to the Aggregate Portfolio provided by any person;
- (xiii) 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;
- (xiv) 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;

- (xv) 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; and
- (xvi) save as expressly provided in the Transaction Documents, shall not be under any obligation to give notice to any person in relation to the execution of these Rules or any other Transaction Document or any transaction contemplated hereby or thereby.

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, any Transaction Documents 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.

28.3.3 The Representative of the Noteholders may, prior to taking any action (as well as prior to deciding not to take any action) in the execution and exercise of its powers and authorities and discretions under the Terms and Conditions, these Rules and the Transaction Documents, request in writing the Noteholders to determine in its sole discretion acting in good faith, whether any such action (or decision not to take any such action) would be prejudicial to, or have a negative impact on, the interests of the Noteholders. Upon determination by the Noteholders that any such action (or decision not to take any such action) of the Representative of the Noteholders would be materially prejudicial to, or have a material negative impact on, the interests of the Noteholders, the Representative of the Noteholders shall comply with the written instructions received by the Noteholders. On the contrary, in case the Noteholders will consider any such action (or decision not to take any such action) as no materially prejudicial to, or with no material negative impact on their interests, then the Representative of the Noteholders will act in accordance with the Terms and Conditions, these Rules and the provisions of the Intercreditor Agreement.

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 or credit 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.

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 by any authorised institution listed in Article 83-sexies of the Financial Law Consolidated Act, 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 Euronext Securities Milan Account Holders*

The Representative of the Noteholders, in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Euronext Securities Milan Account Holder in accordance with 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 prior express consent of the Senior Noteholders, the Representative of the Noteholders may agree to any amendment or modification to these Rules or to any of the Transaction Documents, 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.

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.

30. Indemnity

30.1 *Indemnification*

Pursuant to the Subscription Agreement, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Noteholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, receivables and demand (including, without limitation, legal fees and any applicable tax, value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or any subject to which the Representative of the Noteholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authority and discretion and the performance of its duties under and otherwise 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 against the Issuer, or any other person to enforce any obligation under these Rules, the Notes or the Transaction Documents, except insofar as the same are incurred because of the fraud, gross negligence or wilful default 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 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 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 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

32.1 *Governing law*

These Rules and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with the laws of the Republic of Italy.

32.2 *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.

GENERAL INFORMATION

Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. In particular, the issue of the Notes has been authorised by the Sole Quotaholder following the resolutions of the shareholders' meetings dated 8 July 2024 and 5 August 2024.

Clearing of the Notes

The Notes have been accepted for clearance through Euronext Securities Milan, Euroclear and Clearstream.

The ISIN of the Class A Notes, Class J1 Notes and Class J2 Notes were made available on the relevant Issue Date.

No material litigation

There have been no governmental, litigation or arbitration proceedings against or affecting the Issuer or any of its assets or revenues in the last 12 (twelve) months, nor is the Issuer aware of any pending or threatened proceedings of such kind, which are or might be material, which may have, or have had in the recent past, significant effects on the Issuer and/or group's financial position or profitability.

No material adverse change

Since 21 February 2024 (being the date of incorporation of the Issuer), there has been no adverse change, or any development reasonably likely to involve an adverse change, in the condition (financial or otherwise), business, prospects or general affairs of the Issuer that is material.

Documents available for inspection

Copies of the following documents are available in physical and electronic form for inspection during normal business hours at the registered office of the Issuer and of the Representative of the Noteholders (and, with respect to the documents under paragraphs (i) to (xv) (included) below, also on the Protected Website:

- (i) Memorandum and Articles of Association of the Issuer;
- (ii) Initial Master Transfer Agreements and relevant Purchase Deeds;
- (iii) Master Transfer Agreements and relevant Transfer Deeds;
- (iv) Put Option Agreement;
- (v) Servicing Agreement;
- (vi) Portfolio Management Agreement;
- (vii) Programme Administration Agreement;
- (viii) Intercreditor Agreement;
- (ix) Agency Agreement;
- (x) Corporate Services Agreement;
- (xi) Stichting Corporate Services Agreement;
- (xii) Subscription Agreement;
- (xiii) Terms and Conditions;
- (xiv) Information Memorandum; and
- (xv) Issuer's annual audited financial statement.

Post issuance reporting

So long as any of the Notes remains outstanding, pursuant to Article 6.2.3 (*Investors' Report*) of the Agency Agreement, each Investors' Report will be made available on the website "<https://www.securitisation-services.com/>".

Financial statements available

The Issuer will produce financial statements in respect of each financial year. So long as any of the Notes remains outstanding, upon publication, copies of the Issuer's annual audited financial statements shall be made available in physical and/or electronic form for collection at the registered offices of the Issuer and of the Representative of the Noteholders and on the Protected Website.

Regulatory disclosure and retention undertaking

Under the Intercreditor Agreement and the Subscription Agreement, each Retainer has undertaken that it will:

- (a) retain, on an on-going basis, a material net economic interest in the Securitisation of not less than 5 (five) per cent., in accordance with option (d) of Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards;
- (b) not change the manner in which such material net economic interest is held, unless expressly permitted by Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards;
- (c) procure that any change to the manner in which such retained interest is held in accordance with paragraph (b) above will be notified to the Computation Agent to be disclosed in the Transparency Investors' Report and the Investors' Report; and
- (d) comply with the disclosure obligations imposed under Article 7(1)(e)(iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, subject always to any requirement of law,

provided that each Retainer is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the applicable Regulatory Technical Standards are applicable to the Securitisation.

In addition, each Retainer undertakes that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

Transparency requirements under the EU Securitisation Regulation

Under the Intercreditor Agreement, the parties thereto have acknowledged that the Retainers and the Issuer shall be responsible for compliance with Article 7 of the EU Securitisation Regulation pursuant to the Transaction Documents.

Under the Intercreditor Agreement, PSC Credit IV (B) shall act as Reporting Entity. Should PSC Credit IV (B) cease to act as Reporting Entity and any entity is designated as Reporting Entity, PSC Credit IV (B) has agreed in the Intercreditor Agreement to notify without delay such events to the other Noteholders and the competent authorities referred to in Article 29 of the EU Securitisation Regulation.

In such capacity as Reporting Entity, PSC Credit IV (B) shall fulfil the information requirements pursuant to points (a), (b), (c), (e), (f) (if applicable) and (g) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation by making available the relevant information through the Protected Website.

Under the Intercreditor Agreement, the Issuer, in its capacity as Reporting Entity, has undertaken to make available through the Protected Website the information required to be disclosed to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and perspective noteholders, in accordance with Article 7 of the EU 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).

In particular, the Reporting Entity has undertaken to make available on the Protected Website to such entities and, upon request, perspective noteholders, the information under point (a) of the first subparagraph of Article 7(1) as well as the information under points (b), (c) and (d) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation.

The Reporting Entity has also undertaken to promptly inform the Noteholders, the competent authorities and the perspective noteholders in case of replacement of the Protected Website.

Pre-pricing information

As to pre-pricing information, the Reporting Entity has confirmed that:

- (a) also as Holder of the Junior Notes, it has been in possession of; and
- (b) it has made available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes, through the Protected Website,

before pricing, the information and documentation under point (a) of the first subparagraph of Article 7(1) upon request, as well as the information under points (b), (c) and (d) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation.

Post-closing information

As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken as follows:

- (a) the Servicer has undertaken to:
 - (i) prepare the Transparency Loan Report and submit such Transparency Loan Report to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available (simultaneously with the Annex 12 Report) to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date;
 - (ii) prepare the Annex 14 Report and submit such Annex 14 Report to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes without delay, in case an inside information or significant event (within the respective meanings of Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation) has occurred, it being understood that on each Transparency Report Date the Annex 12 Report shall indicate whether an inside information or a significant event (including, *inter alia*, any Trigger Event or events which triggers changes in the Priority of Payments) has occurred or not;
- (b) the Computation Agent has undertaken to prepare the Annex 12 Report and submit such Annex 12 Report to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available (simultaneously with the Transparency Loan Report) to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date; and
- (c) the Reporting Entity has undertaken to make available (i) a copy of the final Information Memorandum and the other final Transaction Documents (which are all underlying documents that are essential for the understanding of the Securitisation) to the investors and the potential investors in the Notes by no later than 15 (fifteen) days after the relevant Issue Date, and (ii) any other document or information that may be required to be disclosed to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and, upon request, the potential investors

in the Notes pursuant to the EU Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already provided by other parties),

in each case in accordance with the requirements provided by the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

Acknowledgements by the relevant parties

Under the Intercreditor Agreement, the relevant parties thereto have acknowledged and agreed that:

- (a) in no event the Reporting Entity, shall be liable to the other Parties for any failure or delay in preparing or delivering the information required to be disclosed under Article 7 of the EU Securitisation Regulation if such failure is caused by the non-delivery or late delivery by any of the Parties of any information to be provided to the Reporting Entity pursuant to Article 13.1.6 (*Post-closing information*) of the Intercreditor Agreement (unless such non-delivery or late delivery is attributable to the non-delivery or late delivery of information to be provided by the Reporting Entity to such Parties);
- (b) in no event the Reporting Entity, shall be liable to the other parties thereto for the accuracy and completeness of any information or data that has been provided to it pursuant to Article 13.1.6 (*Post-closing information*) of the Intercreditor Agreement nor for the compliance of any such information with the requirements of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (unless any inaccuracy, incompleteness or non-compliance is attributable to the inaccuracy, incompleteness or non-compliance of information provided by the Reporting Entity to such parties); and
- (c) the Reporting Entity, will not be under any obligation to verify, reconcile or recalculate any information or data provided to it by any Party pursuant to Article 13 13.1.6 (*Post-closing information*) of the Intercreditor Agreement and it shall be entitled to rely conclusively on such information and data for the purpose of fulfilling the information requirements provided for by Article 7 of the EU Securitisation Regulation (without prejudice to the Reporting Entity's liability for the information provided by it to the relevant Parties). In case the information or data provided by a Party pursuant to Article 13 (*EU Securitisation Regulation*) of the Intercreditor Agreement or the Transaction Documents appears to be prima facie incomplete or to include any material mistakes, the Reporting Entity shall liaise with the relevant Party to discuss in good faith such circumstance and obtain a new delivery of such information or data.

Cooperation undertakings in relation to EU Securitisation Regulation

Under the Intercreditor Agreement, the relevant parties thereto (in relation to the respective role performed under the Securitisation) have undertaken to:

- (a) provide all reasonable cooperation to the Issuer and the Retainers in order to ensure that the Securitisation complies with the EU Securitisation Regulation and the STS Requirements;
- (b) take any action, negotiate in good faith and execute any amendment or additional agreement, deed or document, make available authorised signatories, adequately qualified personnel and internal administrative resources, and perform such other supporting activities, in each case as may reasonably be deemed necessary and/or expedient for the purposes of point (a) above.

Fees and expenses

The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 250,000.00.

ISSUER

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