Base Prospectus dated 15 September 2020

BPER BANCA S.P.A.

*(a bank incorporated as a joint-stock company (*società per azioni*) in the Republic of Italy)*

€ 7,000,000,000 Covered Bond Programme

unconditionally and irrevocably guaranteed as to payments of interest and principal by

ESTENSE COVERED BOND S.r.l.

(incorporated as a limited liability company (società a responsabilità limitata) in the Republic of Italy)

The € 7,000,000,000 Covered Bond Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**") has been established by BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) ("**BPER**" or the "**Issuer**") for the issuance of covered bonds (*obbligazioni bancarie garantite*) (the "**Covered Bonds**", which term includes, for the avoidance of doubt and as the context requires, Registered Covered Bonds, as defined below) guaranteed by Estense Covered Bond S.r.l. (the "**Guarantor**") pursuant to Article 7-*bis* of law of 30 April 1999, No. 130, as implemented and supplemented ("**Law 130**") and the relevant implementing measures set out in the Decree of the Ministry of Economy and Finance of 14 December 2006, No. 310, as amended and supplemented (the "**MEF Decree**") and the Supervisory Instructions of the Bank of Italy set out in Part III, Chapter 3 of the "*Disposizioni di vigilanza per le banche*" (*Circolare* No. 285 of 17 December 2013), as replaced, amended and supplemented from time to time (the "**BoI Regulations**" and, together with the Law 130 and the MEF Decree, jointly the "**OBG Regulations**"). The aggregate nominal amount of the Covered Bonds outstanding under the Programme will not at any time exceed € 7,000,000,000 (or its equivalent in other currencies calculated as described herein).

The Covered Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer, guaranteed by the Guarantor and will rank *pari passu* without preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding. In the event of a compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer, any funds realised and payable to the Covered Bondholders will be collected, received or recovered by the Guarantor on their behalf in accordance with Law 130.

This Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority for the purposes of Regulation EU 2017/1129 (the "**Prospectus Regulation**") in the Grand Duchy of Luxembourg, as a base prospectus for the purpose of article 8 of the Prospectus Regulation . Approval by the CSSF relates only to the Covered Bonds and does not include the Registered Covered Bonds.

The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the Guarantor or the quality of the Covered Bonds that are subject to this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Covered Bonds.

Application has been made for Covered Bonds issued under the Programme (other than the Registered Covered Bonds) to be admitted during the period of 12 months from the date of this Base Prospectus to listing on the official list (the "**Official List**") and trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments. References in this Base Prospectus to Covered Bonds being "listed" (and all related references) shall mean that such Covered Bonds (other than the Registered Covered Bonds) have been admitted to the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market. In addition, the Issuer and each relevant Dealer named under the section "*Subscription and Sale*" below may agree to make an application to list a Tranche on any other stock exchange. The Programme also permits Covered Bonds to be issued on an unlisted basis. The relevant Final Terms (as defined in the section "*Terms and Conditions of the Covered Bonds*" below) in respect of the issue of any Series will specify whether or not such Series will be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market (or any other stock exchange).

By approving this Base Prospectus, the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality and solvency of the Issuer in accordance with the provisions of Article 6 (4) of the Luxembourg law on prospectuses for securities of 16 July 2019. **This Base Prospectus is valid for 12 months from its date in relation to Covered Bonds which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of the Covered Bonds, prepare a supplement to this Base Prospectus. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. The validify of this Base Prospectus ends on 15 September 2021.**

Under the Programme, the Issuer may issue Covered Bonds denominated in any currency, including Euro, GBP, CHF, Yen and USD. Interest on the Covered Bonds shall accrue monthly, quarterly, semi-annually or annually as specified in the relevant Final Terms, in arrear at a fixed or floating rate, increased or decreased by a margin. The Issuer may also issue Covered Bonds at a discounted price with no interest accruing and repayable at nominal value (zero-coupon Covered Bonds).

The terms of each Tranche will be set forth in the Final Terms relating to such Tranche prepared in accordance with the provisions of this Base Prospectus and, if the relevant Covered Bonds are listed, to be delivered to the regulated market of the Luxembourg Stock Exchange on or before the date of issue of such Tranche.

The Covered Bonds (other than Registered Covered Bonds) will be issued in bearer form and dematerialised form (*emesse in forma dematerializzata*) and will be held in such form on behalf of their ultimate owners, until redemption or cancellation thereof, by Monte Titoli S.p.A., whose registered office is in Milan, at Piazza degli Affari, No. 6, Italy, ("**Monte Titoli**") for the account of the relevant Monte Titoli Account Holders. The expression "**Monte Titoli Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System). The expression "**Relevant Clearing Systems**" means any of Clearstream Banking, *société anonyme*, with registered office at 42 Avenue JF Kennedy, L-1855, Luxembourg ("**Clearstream**") and Euroclear Bank S.A./N.V. with registered office at 1 Boulevard du Roi Albert II, B-1210 Bruxelles as operator of the Euroclear System ("**Euroclear**"). Each Covered Bond issued in dematerialised form will be deposited with Monte Titoli on the relevant Issue Date (as defined in the section "*Terms and Conditions of the Covered Bonds*" below). The Covered Bonds (other than Registered Covered Bonds) will at all times be held in book entry form and title to the Covered Bonds will be evidenced by book entries in accordance with article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, as amended and supplemented (the "**Financial Law**") and implementing regulations and with the joint regulation of the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") and the Bank of Italy dated 13 August 2018 and published in the Official Gazette No. 201 of 30 August 2018, as subsequently amended and supplemented. No physical document of title is and will be issued in respect of the Covered Bonds (other than the Registered Covered Bonds).

The Covered Bonds may also be issued in registered form as German law governed registered covered bonds (*Namensschuld verschreibungen*) (the "**Registered Covered Bonds**"). The terms and conditions of the relevant Registered Covered Bonds (the "**Registered CB Conditions**") will specify the minimum denomination for the relevant Registered Covered Bonds, which will not be listed. This Base Prospectus does not relate to the Registered Covered Bonds which may be issued by the Issuer under the Programme pursuant to either separate documentation or the documents described in this Base Prospectus after having made the necessary amendments. The approval of this Base Prospectus by the CSSF does not cover any Registered Covered Bonds which may be issued by the Issuer. The CSSF has neither reviewed nor approved any information in relation to the Registered Covered Bond.

Before the Maturity Date, the Covered Bonds will be subject to mandatory and optional redemption in whole or in part in certain circumstances, as set out in Condition 7 (*Redemption and Purchase*).

Each Covered Bond may be assigned on issue a rating as specified in the relevant Final Terms by Moody's Investors Service Limited ("**Moody's**" or the "**Rating Agency**"). Covered Bonds to be issued under the Programme, if rated, are expected to be rated "Aa3" by Moody's, to the extent that at the relevant time it provides ratings in respect of the then outstanding Covered Bonds. Where a Tranche or Series of Covered Bonds is to be rated, such rating will not necessarily be the same as the rating assigned to the Covered Bonds already issued. Whether or not a rating in relation to any Tranche or Series of Covered Bonds will be treated as having been issued by a credit rating agency established in the European Union or the United Kingdom and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended from time to time (the "**CRA Regulation**") will be disclosed in the relevant Final Terms or in the Registered CB Conditions (as applicable). The credit ratings included or referred to in this Base Prospectus have been issued by Moody's, which is established in the United Kingdom and registered under the CRA Regulation as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority ("**ESMA**") pursuant to the CRA Regulation (for more information please visit the ESMA webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs). In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union or the United Kingdom and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). **A security rating is not a recommendation to buy, sell or hold Covered Bonds and may be subject to revision or withdrawal by the Rating Agency and each rating shall be evaluated independently of any other.**

Amounts payable under the Covered Bonds may be calculated by reference to either EURIBOR, LIBOR, which are provided by the European Money Markets Institute ("**EMMI**") and ICE Benchmark Administration Limited ("**ICE**") respectively, or such other benchmark as may be specified in the relevant Final Terms. As at the date of this Base Prospectus, ICE and EMMI are both authorised as benchmark administrators and included on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**")pursuant to article 36 of Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**")..

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

Other than in relation to the documents which are deemed to be incorporated by reference (see the section headed "Documents Incorporated by Reference"), the information on the websites to

which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

Arranger and Dealer

NatWest Markets

RESPONSIBILITY STATEMENTS

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purposes of giving information which, according to the particular nature of the Covered Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Guarantor and of the rights attaching to the Covered Bonds.

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information.

The Guarantor has provided the information under the section headed "*Description of the Guarantor*" and any other information contained in this Base Prospectus relating to itself and, together with the Issuer (the "**Responsible Persons**"), accepts responsibility for the information contained in those sections. To the best of the knowledge of the Guarantor, having taken all reasonable care to ensure that such is the case, the information and data in relation to which it is responsible as described above are in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information and data.

*Certification of the manager responsible for preparing the Issuer's financial report, pursuant to article 154-*bis*, paragraph 2 of the Financial Law*

The manager responsible for preparing the Issuer's financial report (*dirigente preposto*), Marco Bonfatti, declares in accordance with art. 154-*bis*, para.2 of the Financial Law, that the accounting data contained in this Base Prospectus corresponds to the underlying documents, accounting books and the other accounting entries of the Issuer.

This Base Prospectus is to be read and construed in conjunction with any supplement thereto along with all documents incorporated herein by reference (see the section headed "*Documents incorporated by reference*", below) and, in relation to any Series or Tranche of Covered Bonds, the relevant Final Terms.

Other than in relation to the documents which are deemed to be incorporated by reference (see the section headed "*Documents incorporated by reference*", below), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus (and, therefore, acting in association with the Issuer) in connection with an offer of Covered Bonds are the persons named in the applicable Final Terms as the relevant Dealer(s).

Copies of the Final Terms will be available from the registered office of the Issuer and the specified office of the Principal Paying Agent (as defined below) and on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).

Capitalised terms used in this Base Prospectus shall have the meanings ascribed to them in the section headed "*Terms and Conditions of the Covered Bonds*" below, unless otherwise defined in the specific section of this Base Prospectus in which they are used. For ease of reference, the section headed "*Glossary*" below indicates the page of this Base Prospectus on which each capitalised term is defined.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation with the Programme or any other information supplied by the Issuer in connection with the Programme or the Covered Bonds and, if

given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Seller, the Guarantor, the Arranger or any of the Dealers, the Representative of the Covered Bondholders or any party to the Transaction Documents.

Neither the delivery of this Base Prospectus nor any sale made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or in any circumstances imply that the information contained herein concerning the Issuer and the Guarantor is correct at any time subsequent to the date hereof or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Base Prospectus is valid for 12 months following its date of publication and it and any supplement hereto, as well as any Final Terms filed within such 12 months, reflects the status as of their respective dates of issue. The offering, sale or delivery of any Covered Bonds may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial condition of the Issuer or the Guarantor since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Neither the Arranger nor any Dealer nor the Representative of the Covered Bondholders is responsible for the information contained in this Base Prospectus, any supplement thereof, any document incorporated by reference or any Final Terms and, accordingly, to the fullest extent permitted by law, none of the Dealers, the Representative of the Covered Bondholders or the Arranger accept any responsibility for the accuracy and completeness of the information contained in any of such documents.

Neither the Arranger nor any Dealer nor the Representative of the Covered Bondholders has independently verified the information contained in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantor, the Arranger, the Representative of the Covered Bondholders or the Dealers that any recipient of this Base Prospectus should purchase the Covered Bonds. Each potential purchaser of Covered Bonds should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Covered Bonds should be based upon such investigation as it deems necessary. None of the Dealers, the Arranger or the Representative of the Covered Bondholders undertakes to review the financial condition or affairs of the Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in Covered Bonds of any information coming to the attention of any of the Dealers or the Arranger.

This Base Prospectus contains industry and customer-related data, as well as calculations taken from industry reports, market research reports, publicly available information and commercial publications. It is hereby confirmed that (a) to the extent that information reproduced herein derives from a third party, such information has been accurately reproduced and (b) insofar as the Responsible Persons are aware and are able to ascertain from information derived from a third party, no facts have been omitted which would render the information reproduced inaccurate or misleading. The source of third party information is identified where used.

No statement or report attributed to a person as an expert is included in this Base Prospectus, except for the reports of the auditors of the Issuer and the Guarantor who have audited the consolidated financial statements of the BPER Group and each of the financial statements of the Issuer and the Guarantor for the financial year ended on 31 December 2019 and 31 December 2018.

For further information please see, respectively, the section headed "Auditors" in the "General Information" of this Base Prospectus.

The distribution of this Base Prospectus, any document incorporated herein by reference and any Final Terms and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms come are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions.

In particular, the Covered Bonds have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**"). Subject to certain exceptions, Covered Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons. There are further restrictions on the distribution of this Base Prospectus, any Final Terms and the offer or sale of Covered Bonds in the European Economic Area, including the Republic of Ireland, Germany, the Republic of Italy, and in the United Kingdom and in Japan. For a description of certain restrictions on offers and sales of Covered Bonds and on distribution of this Base Prospectus, see the section headed "*Subscription and Sale*" below.

Neither this Base Prospectus, any supplement thereto, nor any Final Terms (or any part thereof) constitutes an offer, nor may they be used for the purpose of an offer to sell any of the Covered Bonds, or a solicitation of an offer to buy any of the Covered Bonds, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and the Guarantor.

Each initial and subsequent purchaser of a Covered Bond will be deemed, by its acceptance of the purchase of such Covered Bond, to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as set forth therein and described in this Base Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases.

In this Base Prospectus, references to "**€**" or "**euro**" or "**Euro**" or "**EUR**" are to the single currency introduced at the start of the Third Stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended; references to "**U.S.$** " or "**U.S. Dollar**" are to the currency of the United States of America; references to "**CHF**" are to the currency of Switzerland; references to "**Yen**" are to the currency of Japan; references to "**£**" or "**UK Sterling**" are to the currency of the United Kingdom; references to "**Italy**" are to the Republic of Italy; references to laws and regulations are, unless otherwise specified, to the laws and regulations of Italy; and references to "billions" are to thousands of millions.

Certain figures included in this Base Prospectus 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.

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

The Arranger is acting for the Issuer and no one else in connection with the Programme and will not be responsible to any person other than the Issuer for providing the protection afforded to clients of the Arranger or for providing advice in relation to the issue of the Covered Bonds.

In connection with the issue of any Tranche under the Programme, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or any person acting for the Stabilising Manager(s)) in the applicable Final Terms may over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or in the UK and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU or non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU- or UK-registered credit rating agency or the relevant non-EU or non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Covered Bonds are legal investments for it, (2) the Covered Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Covered Bonds under any applicable risk-based capital or similar rules.

Each potential investor in any Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Covered Bonds, the merits and risks of investing in the relevant Covered Bonds and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Covered Bonds and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Covered Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Covered Bonds are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to investors' overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of such Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Covered Bonds are legal investments for it, (b) Covered Bonds can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

If the Final Terms in respect of any Covered Bonds include a legend entitled "Prohibition of Sales to EEA and UK Retail Investors", the Covered Bonds are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") and the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU, as amended ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II product governance / target market

The Final Terms in respect of any Covered Bonds will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Covered Bond is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following section does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any Tranche, the applicable Final Terms. Prospective purchasers of Covered Bonds should carefully read the information set out elsewhere in this Base Prospectus prior to making an investment decision in respect of the Covered Bonds. In this section, references to a numbered Condition are to the corresponding numbered Condition in the section headed "Terms and Conditions of the Covered Bonds" below.

1 Parties

Issuer	BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa), a bank incorporated as a joint-stock company (*società per azioni*) under the laws of the Republic of Italy, registered with the companies' register of Modena under number 01153230360, fiscal code 01153230360 and VAT number 03830780361, registered with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of Italian legislative decree No. 385 of 1 September 1993, as amended from time to time (the "**Banking Act**") under number 4932, parent company of the "*Gruppo BPER*" registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Banking Act under number 5387.6 (the "**BPER Banking Group**" or the "**Group**" or the "**BPER Group**"), having its registered office at Via San Carlo, 8/20, 41121 Modena, Italy (the "**Issuer**" or "**BPER**"). For a more detailed description of the Issuer, see the section headed "*Description of the Issuer and Initial Seller*" below.
Guarantor	Estense Covered Bond S.r.l., a company incorporated in Italy as a limited liability company (*società a responsabilità limitata*) pursuant to Article 7-*bis* of Law No. 130 of 30 April 1999, as amended from time to time ("**Law 130**"), whose registered office is in Via Vittorio Alfieri 1, 31015 Conegliano (TV), Italy, fiscal code 04362620264, VAT Group "Gruppo IVA BPER Banca" - VAT number 03830780361, enrolled with the Companies Register of Treviso-Belluno, under number 04362620264, belonging to the BPER Banking Group and directed and co-ordinated (*soggetta all'attività di direzione e coordinamento*) by BPER (the "**Guarantor**"). For a more detailed description of the Guarantor, see the section headed "*Description of the Guarantor*", below.
Arranger	NatWest Markets N.V., a company incorporated under the laws of the Netherlands, acting through its office at Claude Debussylaan 94, Amsterdam 1082 MD, The Netherlands ("**NatWest Markets**" or the "**Arranger**").
Dealer	NatWest Markets and any other dealer appointed from time to

	time in accordance with the Programme Agreement.
Initial Seller	BPER will act as seller under the BPER Master Transfer Agreement (in such capacity, the "**Initial Seller**" and, together with the Additional Sellers (as defined below), the "**Sellers**"). For a more detailed description of the Initial Seller, see the section headed "*Description of the Issuer and Initial Seller*", below.
Additional Sellers	Any bank, other than the Initial Seller, which is and/or will be a member of the BPER Banking Group (each an "**Additional Seller**"), that will sell further Subsequent Receivables (as defined below) and/or Integration Assets (as defined below) to the Guarantor, subject to satisfaction of certain conditions, and which, for such purpose, shall, *inter alia*: (i) enter into with the Guarantor a master transfer agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Master Transfer Agreement (each an "**Additional Master Transfer Agreement**" and, together with the BPER Master Transfer Agreement, the "**Master Transfer Agreements**" and any one of them a "**Master Transfer Agreement**"); and (ii) accede to the Intercreditor Agreement by signing an accession letter substantially in the form attached to the Intercreditor Agreement and the Cover Pool Administration Agreement, respectively.
Subordinated Loan Provider	BPER will act as subordinated loan provider (in such capacity, the "**Subordinated Loan Provider**") pursuant to the terms of the BPER Subordinated Loan Agreement (as defined below). Any Additional Seller that will sell further Subsequent Receivables and/or Integration Assets (as defined below) to the Guarantor will be required to enter into a subordinated loan agreement with the Guarantor providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Subordinated Loan Agreement (each such agreement, an "**Additional Subordinated Loan Agreement**" and, together with the BPER Subordinated Loan Agreement, the "**Subordinated Loan Agreements**").
Servicer	BPER will act as servicer (the "**Servicer**") in the context of the Programme and will be responsible for the management and the collection of the Receivables (as defined below) respectively sold from time to time to the Guarantor, pursuant to the terms of the Servicing Agreement. BPER, in its capacity as Servicer, is entitled to delegate to the relevant Additional Seller the management, administration, collection and recovery activities in respect of those

	Receivables sold by such relevant Additional Seller. BPER, in its capacity as Servicer, will remain directly responsible for the performance of all duties and obligations delegated to any relevant Additional Seller and will be liable for their respective conduct. For a more detailed description of the Servicer, see the section headed "*Description of the Issuer and Initial Seller*" below.
Successor Servicer	The party or parties (the "**Successor Servicer**") which will be appointed in order to perform, *inter alia*, the servicing activities performed by the Servicer, and any successor or replacing entity thereto following the occurrence of a Servicer Termination Event (as defined below) (for a more detailed description, see the section headed "*Description of the Transaction Documents – Servicing Agreement*" below).
Corporate Servicer	Securitisation Services S.p.A., a joint stock company (*società per azioni*) with a sole shareholder, organised under the laws of the Republic of Italy, share capital of Euro 2,000,000.00 fully paid up, having its registered office at Via Vittorio Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso-Belluno under number 03546510268, VAT Group "Gruppo IVA Finint S.p.A." – VAT number 04977190265, currently enrolled under number 50 in the register of financial intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act, belonging to the banking group known as "Gruppo Banca Finanziaria Internazionale", registered with the register of the banking group held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act, company subject to the activity of direction and coordination (*soggetta all'attività di direzione e coordinamento*) pursuant to article 2497 of the Italian civil code of Banca Finanziaria Internazionale S.p.A. will act as corporate servicer under the Corporate Services Agreement (the "**Corporate Servicer**").
Asset Monitor	A reputable firm of independent accountants and auditors will be appointed as Asset Monitor pursuant to a mandate granted by the Issuer, and which will act as an independent monitor pursuant to an Asset Monitor Agreement in order to perform tests and procedures, including those in accordance with the applicable legal regulations. The current Asset Monitor is PwC (the "**Asset Monitor**").
Italian Account Bank	BNP Paribas Securities Services, a French *société en commandite par actions* with capital stock of € 177,453,913, having its registered office at Rue d'Antin, Paris, France, operating for the purposes hereof through its Milan branch located in Piazza Lina Bo Bardi, 3, 20124 Milan, Italy, registered in the companies register held in Milan, Italy at

	number 13449250151, fiscal code and VAT number 13449250151, enrolled in the register of banks (*albo delle banche*) held by the Bank of Italy at number 5483 ("**BNPSS**") will act as Italian account bank pursuant to the Cash Management and Agency Agreement (the "**Italian Account Bank**"), for the purpose of maintaining and operating the Italian Accounts for so long as it qualifies as an Eligible Institution.
Cash Manager	BNPSS will act as cash manager under the Cash Management and Agency Agreement for the purpose of performing certain calculation and payment services on behalf of the Guarantor and maintaining and operating – upon direction of the Investment Agent – the Investment Account and the Securities Account subject to the provisions of the Cash Management and Agency Agreement (the "**Cash Manager**").
English Account Bank	BNP Paribas Securities Services, London branch, a French *société en commandite par actions* with capital stock of € 177,453,913, having its registered office at Rue d'Antin, Paris, France, operating for the purposes hereof through its London branch located at 55 Moorgate, London EC2R 6PA, United Kingdom will act as English account bank pursuant to the Cash Management and Agency Agreement (the "**English Account Bank**"), for the purpose of maintaining and operating the Transaction Account, the Reserve Account and the Collateral Account(s), for so long as it qualifies as an Eligible Institution.
Investment Agent	BPER will act as Investment Agent pursuant to the Cash Management and Agency Agreement (the "**Investment Agent**") for the purpose of investing the amounts from time to time standing to the credit of the Investment Account. "**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America (a) whose short-term bank deposits are rated at least "P-1" by Moody's and whose long-term bank deposits are rated at least "A2" by Moody's or (b) whose obligations under the Transaction Documents to which it is a party are guaranteed in compliance with the Moody's criteria by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose short-term bank deposits are rated at least P-1 by Moody's and whose long-term bank deposits are rated at least "A2" by Moody's.
Calculation Agent	Pursuant to the Cover Pool Administration Agreement, BPER will act as calculation agent (the "**Calculation Agent**"). The Calculation Agent will perform certain calculations and

	conduct certain tests pursuant to the Cover Pool Administration Agreement.
Guarantor Calculation Agent	Pursuant to the Cash Management and Agency Agreement, Securitisation Services S.p.A. will act as Guarantor calculation agent (the "**Guarantor Calculation Agent**"). The Guarantor Calculation Agent will perform certain calculations and reporting services in relation to the Cover Pool.
Mortgage Pool Swap Counterparties	Any swap counterparty which agrees to act as swap counterparty (each a "**Mortgage Pool Swap Counterparty**") to the Guarantor under any swap agreements executed with the Guarantor in order to hedge basis and interest rate risk on the Cover Pool or a portion thereof (each, a "**Mortgage Pool Swap**").
Covered Bond Swap Counterparties	Any swap counterparty which agrees to act as covered bond swap counterparty (each, a "**Covered Bond Swap Counterparty**") to the Guarantor under any covered bond swap agreements executed with the Guarantor in order to hedge certain interest rate, basis risk, and, if applicable, currency risks in respect of amounts received by the Guarantor under the Mortgage Pool Swap and amounts to be paid in respect of the Covered Bonds by the Guarantor (each, a "**Covered Bond Swap**").
Swap Counterparties	Each Mortgage Pool Swap Counterparty and each Covered Bond Swap Counterparty (the "**Swap Counterparties**").
Swap Agreements	Each Mortgage Pool Swap and each Covered Bond Swap (the "**Swap Agreements**"), which may be entered into between the Guarantor and (i) each Mortgage Pool Swap Counterparty and (ii) each Covered Bond Swap Counterparty, respectively, is or will be documented in accordance with the documentation published by the International Swaps and Derivatives Association Inc. ("**ISDA**") and will be subject to: (a) the 1992 ISDA Master Agreement with the Schedule thereto or the 2002 ISDA Master Agreement with the Schedule thereto (each an "**ISDA Master Agreement**"); (b) the 1995 ISDA Credit Support Annex (Transfer English Law) to the ISDA Master Agreement (the "**CSA**"); and (c) the relevant Confirmation(s).
Principal Paying Agent	BPER will act as principal paying agent under the Programme pursuant to the provisions of the Cash Management and Agency Agreement and in accordance with the Terms and Conditions and the Final Terms of the relevant Series of Covered Bonds (the "**Principal Paying Agent**").
Italian Paying Agent	BNPSS will act as Italian paying agent under the Programme pursuant to the provisions of the Cash Management and

	Agency Agreement (the "**Italian Paying Agent**").
Luxembourg Listing Agent	BNP Paribas Securities Services, Luxembourg branch, whose registered office is at 60 avenue J.F. Kennedy, L-1855 Luxembourg, Luxembourg, will act as Luxembourg listing agent under the Programme (the "**Luxembourg Listing Agent**"). BNP Paribas Securities Services Luxembourg Branch, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg. Further information on the international operating model of BNP Paribas Securities Services Luxembourg Branch may be provided upon request.
Registrar	Any institution which may be appointed by the Issuer to act as registrar (the "**Registrar**") in respect of the German law governed covered bonds in registered form (*Namensschuld verschreibungen*) (the "**Registered Covered Bonds**") issued under the Programme, provided that, if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer.
Registered Paying Agent	Any institution appointed by the Issuer to act as paying agent in respect of the Registered Covered Bonds issued under the Programme, if any (the "**Registered Paying Agent**").
Representative of the Covered Bondholders	Securitisation Services S.p.A., a joint stock company (*società per azioni*) with a sole shareholder, organised under the laws of the Republic of Italy, share capital of Euro 2,000,000.00 fully paid up, having its registered office at Via Vittorio Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso-Belluno under number 03546510268, currently enrolled under number 50 in the register of financial intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act, belonging to the banking group known as "Gruppo Banca Finanziaria Internazionale", registered with the register of the banking group held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act, company subject to the activity of direction and coordination (*soggetta all'attività di direzione e coordinamento*) pursuant to article 2497 of the Italian civil code of Banca Finanziaria Internazionale S.p.A. will act as representative of the holders of the covered bonds pursuant to the Programme Agreement and the Rules of the Organisation of Covered Bondholders (the "**Representative of the Covered Bondholders**").
Ownership or control relationships	As of the date of this Base Prospectus, no direct or indirect

between the principal parties	ownership or control relationships exist between the principal parties described above in this section, other than the relationship existing between the Issuer (also as Initial Seller and Servicer), the Additional Seller(s) (if any) and the Guarantor, all of which belong to the BPER Banking Group. The entities belonging to the BPER Banking Group are subject to the direction and co-ordination (*direzione e coordinamento*) of the Issuer.
Rating Agency	Moody's Investors Service Limited ("**Moody's**"), or its successors, to the extent that at the relevant time it provides ratings in respect of the then outstanding Covered Bonds (the "**Rating Agency**").

2 The Covered Bonds and the Programme

Description	A covered bond issuance programme under which Covered Bonds (*Obbligazioni Bancarie Garantite*) will be issued by the Issuer and will be guaranteed by the Guarantor.
Size	Up to Euro 7,000,000,000 (and, for this purpose, any Covered Bonds (*Obbligazioni Bancarie Garantite*) denominated in another currency shall be translated into Euro at the date of the agreement to issue such Covered Bonds, and the Euro exchange rate used shall be included in the Final Terms) in aggregate principal amount of Covered Bonds outstanding at any one time (the "**Programme Limit**"). The Programme Limit may be increased in accordance with the terms of the Programme Agreement.
Distribution of the Covered Bonds	The Covered Bonds may be distributed on a syndicated or non-syndicated basis, in each case only in accordance with the relevant selling restrictions.
Methods of issue	The Covered Bonds will be issued in series (each a "**Series**") but on different terms from each other, subject to the terms set out in the relevant Final Terms (as defined below) in respect of such Series. Covered Bonds of different Series will not be fungible among themselves. Each Series may be issued in tranches (each a "**Tranche**") which will be identical in all respects, but having different issue dates, interest commencement dates and issue prices. The specific terms of each Tranche will be completed in the relevant Final Terms. The Registered Covered Bonds may be issued only in Series consisting of a single Tranche. The Issuer will issue Covered Bonds without the prior consent of the holders of any outstanding Covered Bonds but subject to certain conditions (see the paragraph headed "*Conditions precedent to the issuance of a new Tranche of Covered Bonds*" below).

Selling restrictions	The offer, sale and delivery of the Covered Bonds and the distribution of offering material in certain jurisdictions may be subject to certain selling restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of the Covered Bonds in the United States, the European Economic Area, the Republic of Ireland, France, Germany, the Republic of Italy, in the United Kingdom and in Japan. For a description of certain restrictions on offers and sales of Covered Bonds and on distribution of this Base Prospectus, see the section headed "*Subscription and Sale*" below.
Specified Currency	Covered Bonds may be issued in such currency or currencies as may be agreed from time to time between the Issuer and the relevant Dealer(s) and indicated in the applicable Final Terms (each a "**Specified Currency**"), subject to compliance with all applicable legal, regulatory and/or central bank requirements.
Denomination of Covered Bonds	In accordance with the Conditions, and subject to the minimum denomination requirements specified below, the Covered Bonds (other than Registered Covered Bonds) will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal or regulatory or central bank requirements (see Condition 2 (*Form, Denomination and Title*)). The minimum denomination of each Covered Bond (other than Registered Covered Bonds) will be Euro 100,000 and integral multiples of Euro 1,000 in excess thereof (or, if the Covered Bonds are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher denomination as may be specified in the relevant Final Terms.
Issue Price	Covered Bonds of each Tranche may be issued at their nominal amount or at a discount or premium to their nominal amount as specified in the relevant Final Terms (in each case, the "**Issue Price**" for such Tranche).
Issue Date	The date of issue of a Tranche of Covered Bonds, pursuant to, and in accordance with, the Programme Agreement (in each case, the "**Issue Date**" in relation to such Tranche).
CB Payment Date	The dates specified as such in, or determined in accordance with the provisions of, the Conditions and the relevant Final Terms, subject in each case, to the extent provided in the relevant Final Terms, to adjustment in accordance with the applicable Business Day Convention (as defined in the Conditions) (each such date, a "**CB Payment Date**").
CB Interest Period	Each period beginning on (and including) a CB Payment Date (or, in case of the first CB Interest Period, the Interest Commencement Date) and ending on (but excluding) the next

	CB Payment Date (or, in case of the last CB Interest Period, the Maturity Date) (each a "**CB Interest Period**").
Interest Commencement Date	In relation to any Tranche of Covered Bonds, the Issue Date of the relevant Tranche of Covered Bonds or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms (each an "**Interest Commencement Date**").
Form of Covered Bonds	The Covered Bonds may be issued in dematerialised form or in registered form as Registered Covered Bonds. The Covered Bonds issued in dematerialised form will be held on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli account holders. Each Tranche will be deposited with Monte Titoli on the relevant Issue Date in accordance with article 83-*bis* of the Financial Law, through the authorised institutions listed in article 83-*quater* of the Financial Law. Monte Titoli shall act as depositary for Clearstream and Euroclear. The Covered Bonds issued in dematerialised form will at all times be held in book entry form and title to such Covered Bonds will be evidenced by book entries in accordance with (i) the provisions of article 83-*bis* of the Financial Law; and (ii) the regulation issued by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") on 13 August 2018, as subsequently amended. No physical document of title will be issued in respect of the Covered Bonds issued in dematerialised form. Registered Covered Bonds will be issued to each holder in the form of *Namensschuld verschreibungen*, each issued with a minimum denomination indicated in the applicable Registered CB Conditions attached thereto, together with the execution of the related Registered Covered Bonds rules of organisation agreement (the "**Registered CB Rules Agreement**") in relation to a specific issue of Registered Covered Bonds. The relevant Registered Covered Bonds (*Namensschuld verschreibungen*), together with the related Registered CB Conditions attached thereto, the relevant Registered CB Rules Agreement and any other document expressed to govern such Series of Registered Covered Bonds, will constitute the full terms and conditions of the relevant Series of Registered Covered Bonds. In connection with the Registered Covered Bonds, references in the Base Prospectus to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified, stated,

shown, indicated or otherwise provided in the relevant Registered CB Conditions, the Registered CB Rules Agreement relating thereto or any other document expressed to govern such Registered Covered Bonds and, as applicable, each other reference to Final Terms in the Base Prospectus shall be construed and read as a reference to such Registered CB Conditions, the Registered CB Rules Agreement thereto or any other document expressed to govern such issue of Registered Covered Bonds.

A transfer of Registered Covered Bonds shall not be effective until the transferee has delivered to the Registrar a duly executed Assignment Agreement and Registered CB Rules Agreement. A transfer can only occur for the minimum denomination indicated in the applicable Registered CB Conditions or multiples thereof.

Any reference to the Covered Bondholders shall include reference to the holders of the Covered Bonds and/or the registered holder for the time being of a Registered Covered Bond (the "**Registered Covered Bondholders**") as the context may require.

Unless the context otherwise requires, any reference to Covered Bonds shall include reference to the Registered Covered Bonds.

For further details on the Registered Covered Bonds, see the section headed "Key features of Registered Covered Bonds *Namensschuld verschreibungen*" below.

Types of Covered Bonds

In accordance with the Conditions and the relevant Final Terms, the Covered Bonds may be Fixed Rate Covered Bonds, Floating Rate Covered Bonds or Zero Coupon Covered Bonds, depending on the interest basis shown in the applicable Final Terms. The Covered Bonds may be Covered Bonds scheduled to be redeemed in full on the Maturity Date and Instalment Covered Bonds, depending on the redemption/payment basis shown in the applicable Final Terms. Each Series shall comprise Fixed Rate Covered Bonds only or Floating Rate Covered Bonds only or Zero Coupon Covered Bonds only as may be so specified in the relevant Final Terms only.

Fixed Rate Covered Bonds: Fixed Rate Covered Bonds will bear interest at a fixed rate, which will be payable in accordance with the relevant Final Terms, on such date as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the relevant Final Terms) and on redemption, and will be calculated on the basis of such Day Count Fraction provided for in the Conditions and the relevant Final Terms.

Floating Rate Covered Bonds: Floating Rate Covered Bonds

will bear interest determined separately for each Series as follows:

(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issuer Date of the first Tranche of Covered Bonds); or

(ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or

(iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s),

in each case, as provided in the applicable Final Terms.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Covered Bonds and as provided in the applicable Final Terms.

Other provisions in relation to Floating Rate Covered Bonds: Floating Rate Covered Bonds may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Covered Bonds in respect of each CB Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s) (and indicated in the relevant Final Terms), will be payable on such CB Payment Dates, and will be calculated on the basis of such Day Count Fraction provided for in the Conditions and the relevant Final Terms.

Zero Coupon Covered Bonds: Under Zero Coupon Covered Bonds, no interest will be payable. Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest.

Hard Bullet Covered Bonds: Covered Bonds which are scheduled to be redeemed in full on the Maturity Date thereof and without any provision for scheduled redemption other than on the Maturity Date.

Bullet Covered Bonds: Covered Bonds which are scheduled to be redeemed in full on the Maturity Date thereof and without any provision for scheduled redemption other than on the Maturity Date and in relation to which an Extended Maturity Date shall apply.

Instalment Covered Bonds: Covered Bonds with a predefined amortisation schedule where, alongside interest, the Issuer will pay, on each CB Payment Date, a portion of principal until maturity, as set out in the applicable Final Terms.

Final Terms	Specific final terms will be issued and published in accordance with the generally applicable terms and conditions of the Covered Bonds, other than the Registered Covered Bonds (the "**Conditions**"), prior to the issue of each Tranche detailing certain relevant terms thereof which, for the purposes of that Tranche only, completes the Conditions and must be read in conjunction with the Base Prospectus (such specific final terms, the "**Final Terms**"). The terms and conditions applicable to any particular Tranche are the Conditions as completed by the relevant Final Terms. The terms and conditions applicable to any particular Registered Covered Bond shall be set out in the relevant Registered CB Conditions, the relevant Registered CB Rules Agreement and any other document expressed to govern such particular Registered Covered Bonds.
Interest on the Covered Bonds	Except for the Zero Coupon Covered Bonds and unless otherwise specified in the Conditions and the relevant Final Terms, the Covered Bonds will be interest-bearing and interest will be calculated on the Outstanding Principal Balance of the relevant Covered Bonds. Interest will be calculated on the basis of such Day Count Fraction in accordance with the Conditions and the relevant Final Terms. Interest may accrue on the Covered Bonds at a fixed rate or a floating rate or on such other basis and at such rate as may be so specified in the relevant Final Terms and the method of calculating interest may vary between the Issue Date and the Maturity Date of the relevant Tranche.
Redemption of the Covered Bonds	The applicable Final Terms relating to each Series of Covered Bonds will specify the basis for calculating the redemption amounts payable. The Final Terms issued in respect of Covered Bonds that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Covered Bonds may be redeemed. The Final Terms issued in respect of each issue of Covered Bonds will state whether such Covered Bonds may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders of the Covered Bonds and, if so, the terms applicable to such redemption. Except as provided above, Covered Bonds will be redeemable at the option of the Issuer prior to maturity only for tax reasons (as set out in the paragraph headed "*Tax gross-up and redemption for taxation reasons*" below).
Tax Gross-up and redemption for taxation reasons	Payments in respect of the Covered Bonds to be made by the Issuer will be made without deduction for or on account of

withholding taxes imposed by Italy, subject as provided in Condition 9 (*Taxation in the Republic of Italy*).

In the event that any such withholding or deduction is to be made, the Issuer will be required to pay additional amounts to cover the amounts so deducted in accordance with the provision of Condition 9 (*Taxation in the Republic of Italy*). In such circumstances and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Covered Bonds will be redeemable (in whole, but not in part) at the option of the Issuer. See Condition 7(c) (*Redemption for tax reasons*).

The Guarantor will not be liable to pay any additional amount due to taxation reasons following an Issuer Event of Default (as defined below).

Maturity Date

The maturity date for each Series (the "**Maturity Date**") will be specified in the relevant Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the currency of the Covered Bonds. Unless previously redeemed as provided in Condition 7 (*Redemption and Purchase*), the Covered Bonds of each Series will be redeemed at their Outstanding Principal Balance on the relevant Maturity Date.

Extended Maturity Date

The applicable Final Terms relating to each Series of Covered Bonds may also provide that the Guarantor's obligations under the Covered Bond Guarantee to pay Guaranteed Amounts (as defined below) equal to the Final Redemption Amount (as defined below) of the applicable Tranche of Covered Bonds on their Maturity Date may be deferred pursuant to the Conditions and the relevant Final Terms for the period set out therein (the "**Extended Maturity Date**"). Such deferral will automatically occur, if so stated in the relevant Final Terms, if:

(a) an Issuer Event of Default has occurred; and

(b) the Guarantor has insufficient moneys available (in accordance with the Post-Issuer Event of Default Priority of Payments (as defined below)) to pay in full any amount representing the Guaranteed Amounts corresponding to the amount due (subject to the applicable grace period) in respect of the relevant Tranche of Covered Bonds as set out in the relevant Final Terms (the "**Final Redemption Amount**") on the Extension Determination Date (as defined below).

	In these circumstances, to the extent that the Guarantor has sufficient Available Funds to pay in part on the relevant Maturity Date the Final Redemption Amount in respect of the relevant Tranche of Covered Bonds, the Guarantor shall make on the relevant Maturity Date and on each CB Payment Date thereafter according to the relevant Final Terms partial payment of the relevant Final Redemption Amount, in accordance with the Post-Issuer Event of Default Priority of Payments, without any preference among the Covered Bonds outstanding, except in respect of maturities of each Tranche. Interest will continue to accrue and be payable on any unpaid amount up to the Extended Maturity Date in accordance with Condition 7(b) (*Extension of maturity*). Notwithstanding the above, if the Covered Bonds are extended as a consequence of the occurrence of an Article 74 Event, upon termination of the suspension period and service of the Article 74 Event Cure Notice, the Issuer shall resume responsibility for meeting the payment obligations under any Series of Covered Bonds in respect of which an Extension of Maturity has occurred, and any Final Redemption Amount shall be due for payment on the last Business Day of the month on which the Article 74 Event Cure Notice has been served. "**Extension Determination Date**" means the date falling seven Business Days after the expiry of the Maturity Date of the relevant Tranche of Covered Bonds.
Status of the Covered Bonds	The Covered Bonds will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer, guaranteed by the Guarantor with limited recourse to the Available Funds and will rank *pari passu* without any preference among themselves, except in respect of maturities of each Series, and (save for any applicable statutory provisions) at least equally with all other present and future unsecured, unsubordinated obligations of the Issuer having the same maturity of each Series of the Covered Bonds, from time to time outstanding.
Negative pledge	The Covered Bonds will not contain a negative pledge provision.
Cross-default	The Covered Bonds will not contain a cross-default provision. Accordingly, neither an event of default in respect of any other indebtedness of the Issuer (including, without limitation, in relation to other debt securities of the Issuer) nor an acceleration of such indebtedness will of itself give rise to an Issuer Event of Default.
Recourse	In accordance with Law 130 and the Decree of the Ministry of Economy and Finance No. 310 of 14 December 2006 (the

	"**MEF Decree**") and with the terms and conditions of the relevant Transaction Documents (as defined below), the holders of the Covered Bonds (the "**Covered Bondholders**") will benefit from full recourse on the Issuer and limited recourse on the Guarantor limited to the Available Funds. For a more detailed description, see the section headed "*Credit Structure*", below.
Provisions of Transaction Documents	The Covered Bondholders are entitled to the benefit of, are bound by and are deemed to have notice of all provisions of the Transaction Documents applicable to them. In particular, each Covered Bondholder, by reason of holding Covered Bonds, recognises the Representative of the Covered Bondholders as its representative and accepts to be bound by the terms of each of the Transaction Documents signed by the Representative of the Covered Bondholders as if such Covered Bondholder was a signatory thereto.
Conditions precedent to the issuance of a new Tranche of Covered Bonds	The Issuer will be entitled (but not obliged) at its option, on any date and without the consent of the holders of the Covered Bonds issued beforehand and of any other creditors of the Guarantor or of the Issuer, to issue further Tranches of Covered Bonds, subject to certain conditions precedent set out in the Programme Agreement, including, *inter alia*: (a) satisfaction of the Tests (as defined below) both before and immediately after such further issue of Covered Bonds; and (b) compliance with the requirements of issuing/assigning banks (*Requisiti delle banche emittenti e/o cedenti*; see Section II, paragraph 1 of the supervisory guidelines of the Bank of Italy set out in Part III, Chapter 3 of the "*Disposizioni di vigilanza per le banche*" (*Circolare* No. 285 of 17 December 2013), as replaced, amended and supplemented from time to time (the "**BoI Regulations**")); and (c) no Issuer Event of Default or Guarantor Event of Default having occurred, (collectively, together with the other conditions set out in the Programme Agreement, the "**Conditions to the Issue**"). The payment obligations of the Guarantor under the Covered Bonds Guarantee (as defined below) in respect of the Covered Bonds of any Series shall be cross-collateralised by all the assets included in the Cover Pool (as defined below) (see also the paragraph headed "*Status of the Covered Bonds*", above).
Approval, listing and admission to trading	This Base Prospectus has been approved by the CSSF as a base prospectus issued in compliance with the Prospectus Directive. Application has been made to the Luxembourg Stock Exchange for Covered Bonds to be issued under the

	Programme (other than the Registered Covered Bonds) to be admitted to the Official List and to be admitted to trading on the Luxembourg Stock Exchange's regulated market and as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly. Covered Bonds may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer(s) in relation to the Tranche. Covered Bonds which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets. The Registered Covered Bonds will not be listed and/or admitted to trading on any market.
Settlement	Monte Titoli/Euroclear/Clearstream and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the relevant Final Terms). The Registered Covered Bonds will not be settled through a clearing system.
Governing law	The Covered Bonds (other than the Registered Covered Bonds) and the related Transaction Documents will be governed by Italian law except for the Swap Agreements, certain provisions of the Cash Management and Agency Agreement and the English Law Deed of Charge and Assignment, which will be governed by English law. The Registered Covered Bonds (*Namensschuld verschreibungen*) will be governed by the laws of the Federal Republic of Germany save that, in any case, certain provisions (including those relating to status, limited recourse of the Registered Covered Bonds and those applicable to the Issuer and the Portfolio) shall be governed by Italian law.
Ratings	Each Series issued under the Programme may or may not be assigned a rating by Moody's as specified in the relevant Final Terms. Covered Bonds issued under the Programme, if rated, are expected to be rated "Aa3" by Moody's or as otherwise indicated in the applicable Final Terms. Where a Series of Covered Bonds is to be rated, such rating will not necessarily be the same as the rating assigned to the Covered Bonds already issued. Whether or not a rating in relation to any Tranche or Series of Covered Bonds will be treated as having been issued by a credit rating agency established in the European Union or in the United Kingdom and registered under the CRA Regulation will be disclosed in

	the relevant Final Terms. The credit ratings included or referred to in this Base Prospectus have been issued by Moody's, which is established in the United Kingdom and registered under the CRA Regulation as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of ESMA pursuant to the CRA Regulation (for more information please visit the ESMA webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs). **A security rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the Rating Agency at any time.**
Purchase of the Covered Bonds by the Issuer	The Issuer may at any time purchase any Covered Bonds in the open market or otherwise and at any price.

3 Covered Bond Guarantee

Security for the Covered Bonds	In accordance with Law 130, the Covered Bondholders will benefit from a guarantee issued by the Guarantor pursuant to the Covered Bond Guarantee with limited recourse to the Available Funds.
The Cover Pool	The assets comprised in the Cover Pool will consist of: (A) monetary receivables arising from Italian residential mortgage loans (*mutui ipotecari residenziali*) having the characteristics set out in Article 2, paragraph 1, lett. (a) of the MEF Decree (the "**Mortgage Loans**"); and (B) securities issued by banks having their registered office in Eligible States (as defined below) with residual maturity not greater than one year and deposits held with banks having their registered office in Eligible States pursuant to Article 2, paragraph 3, of the MEF Decree (the "**Eligible Deposits**") within the limit of 15 per cent. of the Cover Pool and, in each case, meeting the requirements set out in the definition of Eligible Investments (collectively, the "**Integration Assets**") (the monetary receivables arising under the Mortgage Loans and the Integration Assets, other than Eligible Deposits, are jointly referred to as the "**Receivables**" and the Receivables, the Eligible Deposits and the monetary receivables arising under any other eligible assets pursuant to the OBG Regulations are jointly referred to as the "**Cover Pool**").
The Covered Bond Guarantee	Under the terms of the Covered Bond Guarantee, following the service of a Notice to Pay, the Guarantor will be obliged to pay the Guaranteed Amounts (as defined below) in respect of the Covered Bonds on the relevant Scheduled Due for Payment Date (as defined herein).

To ensure timely payment by the Guarantor, a Notice to Pay (as defined below) will be served on the Guarantor as a consequence of an Issuer Event of Default (as defined below).

The obligations of the Guarantor to make payments in respect of the Guaranteed Amounts are subject to the conditions that an Issuer Event of Default has occurred and a Notice to Pay has been served on the Issuer and on the Guarantor. The obligations of the Guarantor will accelerate with respect to all Guaranteed Amounts once an Acceleration Notice has been delivered to the Guarantor.

The Covered Bond Guarantee is a first demand, unconditional, irrevocable and autonomous guarantee (*garanzia autonoma*) and certain provisions of the Italian civil code relating to non-autonomous personal guarantees (*fidejussioni*), specified in the MEF Decree, shall not apply. Accordingly, the obligations of the Guarantor under the Covered Bond Guarantee shall be direct, unconditional, unsubordinated obligations of the Guarantor, with limited recourse to the Available Funds, irrespective of any invalidity, irregularity or unenforceability of any of the guaranteed obligations of the Issuer.

For a detailed description, see the section headed "*Description of the Transaction Documents - Covered Bond Guarantee*" below.

4 Issuer Events of Default, Guarantor Events of Default and Priorities of Payments

Issuer Events of Default

The following events with respect to the Issuer shall constitute "**Issuer Events of Default**":

(a) failure by the Issuer for a period of seven days or more to pay any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series when due; or

(b) breach by the Issuer of any material obligations under or in respect of the Covered Bonds (of any Series outstanding) or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Covered Bonds and/or any obligation to comply with the Tests) (except where, in the sole opinion of the Representative of the Covered Bondholders, such default is not capable of remedy, in which case no notice will be required) and such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer, certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying

whether or not such failure is capable of remedy; or

(c) if, following the service of a Breach of Tests Notice (as defined below), the Tests are not cured by the immediately following Monthly Calculation Date unless an Extraordinary Resolution resolves otherwise; or

(d) if the Pre-Maturity Test (as defined below) in respect of any Series of Hard Bullet Covered Bonds is not satisfied on any Pre-Maturity Test Date (as defined below) falling during the 12-month period prior to the Maturity Date of that Series of Hard Bullet Covered Bonds, and such breach has not been cured in accordance with the Conditions on or before the earlier of (i) 14 calendar days from the date on which the Issuer is notified of the breach of the Pre-Maturity Test and (ii) the Maturity Date of that Series of Hard Bullet Covered Bond, unless the Representative of the Covered Bondholders or the Meeting of the Organisation of the Covered Bondholders resolves otherwise; or

(e) an Insolvency Event of the Issuer; or

(f) an Article 74 Event.

If an Issuer Event of Default occurs, the Representative of the Covered Bondholders may at its sole discretion, and shall if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve a written notice (the "**Notice to Pay**") on the Issuer and Guarantor declaring that an Issuer Event of Default has occurred (specifying, in case of an Article 74 Event that the Issuer Event of Default may be temporary).

Upon the service of a Notice to Pay:

(i) each Series of Covered Bonds will accelerate against the Issuer and they will rank *pari passu* amongst themselves against the Issuer, provided that (A) such events shall not trigger an acceleration against the Guarantor, (B) in accordance with Article 4, paragraph 3 of the MEF Decree and pursuant to the relevant provisions of the Transaction Documents, the Guarantor shall be solely responsible for the exercise of the rights of the Covered Bondholders *vis-à-vis* the Issuer and (C) in case of the Issuer Event of Default referred to under point (f) above (I) the Guarantor, in accordance with the MEF Decree, shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the suspension period and (II) upon the end of the suspension period the Issuer shall be responsible for meeting the payment obligations under the Covered Bonds (and, for the avoidance of doubt, the Covered Bonds then outstanding will not be deemed to be

accelerated against the Issuer);

(ii) the Guarantor will pay the Guaranteed Amounts on the Scheduled Due for Payment Date in accordance with the provisions of the Covered Bond Guarantee (see the section headed "*Description of the Transaction - Covered Bond Guarantee*" below);

(iii) the Mandatory Tests (as defined below) shall continue to be applied and the Amortisation Test (as defined below) shall be also applied;

(iv) the Guarantor shall (only if necessary in order to effect timely due payments under the Covered Bonds), direct the Servicer to sell the Receivables in accordance with the provisions of the Cover Pool Administration Agreement;

(v) no further Covered Bonds may be issued,

provided that in case of an Article 74 Event the effects listed in items from (i) to (v) above will only apply for as long as the suspension of payments will be in force and effect.

"**Calculation Date**" means the 13th day of January, April, July and October or, if that day is not a Business Day, the immediate following Business Day. The first Calculation Date will fall on 13 April 2012.

"**Insolvency Event**" means, in respect of any bank, company or corporation, that:

(a) such bank, company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, *fallimento, 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 the seeking of liquidation, winding-up, reorganisation, dissolution and administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such bank, company or corporation are subject to a distraint (*pignoramento*) or any procedure having a similar effect (other than, in the case of the Guarantor, any portfolio of assets purchased by the Guarantor for the purposes of further programme of issuance of Covered Bonds), unless, in the opinion of the Representative of the Covered Bondholders (who may rely on the advice of legal advisers selected by it), 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 bank, company or corporation or such proceedings are otherwise initiated against such bank, company or corporation and, in the opinion of the Representative of the Covered Bondholders (who may rely on the advice of legal advisers selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(c) such bank, 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 case of the Guarantor, the creditors under the Transaction Documents) 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 bank, company or corporation or any of the events under Article 2484 of the Italian civil code occurs with respect to such bank, company or corporation (except in any such case a winding-up or other proceeding 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 Covered Bondholders); or

(e) such bank, company or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such bank, company or corporation is deemed to carry on business.

Guarantor Events of Default

Following the occurrence of an Issuer Event of Default, and the service of a Notice to Pay, the following events shall constitute "**Guarantor Events of Default**":

(a) default by the Guarantor for a period of seven days or more to pay any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series; or

(b) breach of the Amortisation Test on any Calculation Date; or

(c) breach by the Guarantor of any material obligations under the provisions of any Transaction Documents to which the Guarantor is a party (other than any obligation for the payment of principal or interest on the Covered Bonds) and (except where, in the sole opinion of the Representative of the Covered Bondholders, such default

is not capable of remedy, in which case no notice will be required) such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Guarantor, certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying whether or not such failure is capable of remedy; or

(d) an Insolvency Event of the Guarantor.

If a Guarantor Event of Default occurs, the Representative of the Covered Bondholders may at its sole discretion, and shall if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve a written notice on the Guarantor (the "**Acceleration Notice**") declaring that a Guarantor Event of Default has occurred.

Upon the service of the Acceleration Notice, all outstanding Covered Bonds of each Series will become immediately due and payable by the Guarantor at their Early Redemption Amount, together with any accrued interest, and they will rank *pari passu* amongst themselves.

Cross-acceleration

If a Guarantor Event of Default has occurred, each outstanding Series of Covered Bonds will accelerate at the same time against the Guarantor.

Pre-Issuer Event of Default Interest Priority of Payments

On each Guarantor Payment Date prior to the service of a Notice to Pay, the Guarantor will use Interest Available Funds, as calculated in respect of the relevant Guarantor Payment Date, to make payments or provisions 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 and all taxes due and payable by the Guarantor (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such amounts) and to credit the amounts necessary to replenish the Expenses Account up to the Expense Required Amount;

(ii) *second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Guarantor's documented fees, costs and expenses, in order to preserve its corporate existence, to maintain it in good standing and to comply with applicable legislation (the "**Expenses**"), to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such Expenses;

(iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable (including fees, costs and expenses) to the Representative of the Covered Bondholders, the English Account Bank,

the Italian Account Bank, the Cash Manager, the Calculation Agent, the Guarantor Calculation Agent, the Corporate Servicer, the Asset Monitor, the Registered Paying Agent (if any), the Registrar (if any), the Italian Paying Agent, the Investment Agent and the Servicer;

(iv) *fourth*, to pay, *pari passu* and *pro rata*, any amount due and payable to the Mortgage Pool Swap Counterparties other than any termination payment due to the relevant Mortgage Pool Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Mortgage Pool Swap Counterparties in relation to the termination of the relevant Mortgage Pool Swap to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the relevant Mortgage Pool Swap;

(v) *fifth*, *pari passu* and *pro rata*:

1. to pay, *pari passu* and *pro rata*, (i) any amount due and payable to the Covered Bond Swap Counterparties on such Guarantor Payment Date, in respect of the Covered Bond Swap Agreements which are not currency swaps and (ii) any amount representing interest due and payable to the Covered Bond Swap Counterparties on such Guarantor Payment Date under the Covered Bond Swap Agreements which are currency swaps (other than any termination payment due to the relevant Covered Bond Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Covered Bond Swap Counterparties in relation to the termination of the relevant Covered Bond Swap, which is not a currency swap, to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the relevant Covered Bond Swap, which is not a currency swap);

2. to credit to the Reserve Account an amount required to ensure that the Reserve Account is funded up to the Required Reserve Amount, as calculated on the

immediately preceding Calculation Date;

(vi) *sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount necessary to cover the amounts already paid under item (i) of the Pre-Issuer Event of Default Principal Priority of Payments on any preceding Guarantor Payment Date and not yet repaid under this item;

(vii) *seventh*, to pay, *pro rata* and *pari passu* in accordance with the respective amounts thereof, any termination payment due and payable to the relevant Swap Counterparties under the terms of the relevant Swap Agreements following the occurrence of a Swap Trigger other than the payments referred to under items (iv) and (v)(1) above;

(viii) *eighth*, upon the occurrence of a Servicer Termination Event, to credit all remaining Interest Available Funds to the Transaction Account until such Servicer Termination Event is either remedied or waived by the Representative of the Covered Bondholders or a replacement servicer is appointed;

(ix) *ninth,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of (i) all amounts due and payable to the relevant Seller in respect of Seller's Claims (if any) under the terms of the relevant Master Transfer Agreement and the relevant Warranty and Indemnity Agreement and (ii) all amounts due and payable to the Servicer under clause 10.4.5 of the Servicing Agreement;

(x) *tenth*, to pay any interest due and payable to the Seller(s) pursuant to the terms of the Subordinated Loan Agreement(s), provided that the Tests are satisfied on the relevant Guarantor Payment Date; and

(xi) *eleventh*, to retain any remaining amounts to the credit of the Transaction Account, provided that, upon redemption in full of all outstanding Series of Covered Bonds, any remaining amounts shall be paid to the Subordinated Loan Provider(s) as interest not yet paid under item (x) above,

(the "**Pre-Issuer Event of Default Interest Priority of Payment**").

Prior to the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Guarantor, if the Servicer fails to provide the Servicer Report pursuant to Clause 17.1.2 of the Cash Management and Agency Agreement the Guarantor Calculation Agent will be entitled to assume that (a) all amounts collected during the immediately preceding Collection Period fall within the definition of Interest Available Funds and

that such amounts shall be applied to make payments under item (i) to item (v) (included) of the Pre-Issuer Event of Default Interest Priority of Payments and (b) the fees due and payable to the Servicer on the next following Guarantor Payment Date shall be equal to the amount specified in the last available Payments Report. Any amount that will not be used and applied in accordance with the relevant Priority of Payments on each Guarantor Payment Date shall remain credited onto the Transaction Account and shall be considered as Available Funds and applied on the immediately following Guarantor Payment Date.

"**Guarantor Payment Date**" means (a) prior to the service of an Acceleration Notice, the 22nd day of January, April, July and October or if any such day is not a Business Day, the following Business Day or (b) following the service of an Acceleration Notice, the day falling 10 Business Days after the Accumulation Date.

"**Accumulation Date**" means, following the service of an Acceleration Notice, the earlier of (i) each date on which the amount of the moneys at any time available to the Guarantor or to the Representative of the Covered Bondholders for the payments to be made in accordance with the Post-Guarantor Event of Default Priority of Payments shall be equal at least to 2 per cent. of the aggregate Outstanding Principal Balance of all Series of Covered Bonds, (ii) each day falling 10 Business Days before the day that, but for the service of an Acceleration Notice, would have been a Guarantor Payment Date and (iii) each Business Day designated as such by the Representative of the Covered Bondholders.

"**Expense Required Amount**" means Euro 50,000.

"**Sellers' Claims**" means, collectively, the monetary claims that each relevant Seller may have from time to time against the Guarantor under the relevant Master Transfer Agreement (other than in respect of the purchase price of the relevant Receivables) and the relevant Warranty and Indemnity Agreement.

Pre-Issuer Event of Default Principal Priority of Payments

On each Guarantor Payment Date, prior to the service of a Notice to Pay, the Guarantor will use Principal Available Funds, as calculated in respect of the relevant Guarantor Payment Date, to make payments or provisions 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 any amount due and payable under items (i) to (vi) of the Pre-Issuer Event of Default Interest Priority of Payments, to the extent that the Interest Available Funds are not sufficient, on such Guarantor Payment Date, to

make such payments in full;

(ii) *second*, to pay the purchase price of Subsequent Receivables (other than those funded through the proceeds of the Subordinated Loan(s)) in the context of a Revolving Assignment (as defined below) or an Integration Assignment (as defined below), as the case may be;

(iii) *third*, to pay, *pro rata* and *pari passu*:

1. *pari passu* and *pro rata*, any amount representing principal due and payable to the relevant Covered Bond Swap Counterparties in respect of Covered Bonds Swaps which are currency swaps (if any) in accordance with the terms of the relevant Covered Bond Swap Agreement (other than any termination payment due to the relevant Covered Bond Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Covered Bond Swap Counterparties in relation to the termination of the relevant Covered Bond Swap, which is a currency swap, to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the relevant Covered Bond Swap which is a currency swap); and

2. the amounts (in respect of principal) due and payable under the Subordinated Loan Agreement(s), provided that in any case the Asset Coverage Test and the Mandatory Tests are still satisfied after such payment;

(iv) *fourth*, to pay *pro rata* and *pari passu* in accordance with the respective amounts thereof any termination payment due and payable to the relevant Swap Counterparties under the terms of the relevant Covered Bond Swaps which are currency swaps following the occurrence of a Swap Trigger other than the payments referred to under items (iii)(1) above; and

(v) *fifth*, to retain any remaining amounts to the credit of the Transaction Account, provided that, upon reimbursement of all outstanding Series of Covered Bonds, any remaining amounts shall be paid *pari passu* to the Subordinated Loan Provider(s) as amounts due under the Subordinated Loan Agreement(s) and not yet paid under item (iii)(2) of the Pre-Issuer Event of Default Principal Priority of

Payments,

(the "**Pre-Issuer Event of Default Principal Priority of Payments**").

Prior to the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Guarantor, if the Servicer fails to provide the Servicer Report pursuant to Clause 17.1.2 of the Cash Management and Agency Agreement the Guarantor Calculation Agent will be entitled to assume that (a) all amounts collected during the immediately preceding Collection Period fall within the definition of Interest Available Funds and that such amounts shall be applied to make payments under item (i) to item (v) (included) of the Pre-Issuer Event of Default Interest Priority of Payments and (b) the fees due and payable to the Servicer on the next following Guarantor Payment Date shall be equal to the amount specified in the last available Payments Report. In such circumstances no payments or provisions will be made under the Pre-Issuer Event of Default Principal Priority of Payments. Any amount that will not be used and applied in accordance with the relevant Priority of Payments on each Guarantor Payment Date shall remain credited onto the Transaction Account and shall be considered as Available Funds and applied on the immediately following Guarantor Payment Date.

On each Guarantor Payment Date the "**Interest Available Funds**" shall include:

(A) any interest component collected by the Servicer in respect of the Receivables and credited into the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date together with any amount retained in the Transaction Account from the Interest Available Funds on the preceding Guarantor Payment Date (if any);

(B) without duplication of (A) above, an amount equal to the interest components invested in Eligible Investments (if any) during the Collection Period preceding the relevant Guarantor Payment Date, following liquidation thereof;

(C) all recoveries in the nature of interest and penalties received by the Servicer and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date;

(D) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts and on the Eligible Deposits during the Collection Period preceding the relevant Guarantor Payment Date;

(E) all interest amounts received from the Eligible Investments during the Collection Period preceding the

relevant Guarantor Payment Date;

(F) any amount received in respect of such Guarantor Payment Date under the Mortgage Pool Swaps;

(G) any amount received in respect of such Guarantor Payment Date under the Covered Bond Swaps;

(H) any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the Mortgage Pool Swaps or the Covered Bond Swaps (as applicable), upon termination of the relevant Swap Agreement;

(I) any amount standing to the credit of the Reserve Account in excess of the Required Reserve Amount; prior to the service of an Acceleration Notice on the Guarantor, any amount standing to the credit of the Reserve Account (but excluding item (B)(b) of the definition of Required Reserve Amount calculated as at the relevant Guarantor Payment Date), in each case at the end of the Collection Period preceding the relevant Guarantor Payment Date; following the service of an Acceleration Notice on the Guarantor, any amount standing to the credit of the Reserve Account; and on the Guarantor Payment Date on which all Covered Bonds have been redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amount standing to the credit of the Reserve Account;

(J) on the Guarantor Payment Date on which all Covered Bonds have been redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amount standing to the credit of the Expenses Account; and

(K) any amount (other than the amounts already allocated under other items of the Interest Available Funds or Principal Available Funds) received by the Guarantor from any party to the Transaction Documents during the immediately preceding Collection Period,

but excluding: (i) any amount representing principal received in respect of such Guarantor Payment Date under the Covered Bond Swaps which are currency swaps; (ii) any amount paid by the relevant Swap Counterparty upon termination of the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) in respect of any termination payment and, until a replacement swap counterparty has been found, exceeding the net amounts which would have been due and payable by the

relevant Swap Counterparty with respect to the next Guarantor Payment Date, had the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) not been terminated; (iii) the Collateral (if any); and (iv) any amount received by the Guarantor in respect of a Tax Credit (as defined in the relevant Swap Agreement).

"**Collateral**" means (i) prior to the occurrence of an Early Termination Date (as defined in the relevant Swap Agreement) for the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable), the amount and/or securities (if any) standing to the credit of the account into which the collateral posted pursuant to the relevant Swap Agreement is held (each a "**Collateral Account**") and (ii) following the date on which the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) is terminated, the moneys and/or securities (if any) standing to the credit of the relevant Collateral Account in an amount equal to the Excess Swap Collateral.

"**Excess Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the relevant Swap Counterparty to the Guarantor in respect of the relevant Swap Counterparty's obligations to transfer collateral to the Guarantor under the credit support annex to the relevant Swap Agreement (i) which is in excess of the termination payment (if any) that would have otherwise been payable by the relevant Swap Counterparty to the Guarantor had the collateral not been provided under the credit support annex to the relevant Swap Agreement as at the date of termination of the relevant Covered Bond Swap or Mortgage Pool Swap (as applicable) or (ii) which the relevant Swap Counterparty is otherwise entitled to have returned to it under the terms of the relevant Swap Agreement.

"**Swap Trigger**" means the occurrence of an early termination of any Covered Bond Swap and/or Mortgage Pool Swap due to either:

(a)(i) the occurrence of a Rating Event and (ii) the failure by the relevant Swap Counterparty to take such action as is required in the relevant Swap Agreement to remedy such Rating Event; or

(b) the occurrence of an Event of Default (as defined in the relevant Swap Agreement (which, for the avoidance of doubt, is not the same as a Guarantor Event of Default or an Issuer Event of Default) and as designated as such by the Guarantor) in respect of the relevant Swap Counterparty.

A "**Rating Event**" will have occurred in respect of a Swap Counterparty if the unsecured, unsubordinated debt obligations of such Swap Counterparty (or its guarantors) cease to be rated at least as high as the highest rating required under the relevant

Swap Agreement.

"**Required Reserve Amount**" means, in respect of each relevant Guarantor Payment Date:

(A) if the Issuer's short-term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least "P-1" by Moody's, nil or such other amount as agreed between the Issuer and the Guarantor from time to time; otherwise

(B) an amount to be determined on each relevant Calculation Date which will be equal to the aggregate amount of:

(a) the aggregate amount payable on the immediately following Guarantor Payment Date in respect of items (ii) and (iii) of the Pre-Issuer Event of Default Interest Priority of Payments;

(b) the higher of (i) zero and (ii) the net amount that would be payable by the Guarantor on each relevant Covered Bond Swap in the immediately following three months or, if no Covered Bond Swap has been entered into or if it has been entered into with BPER in relation to a Series of Covered Bonds, the interest amount due under that Series of Covered Bonds in the immediately following three months; and

(c) Euro 400,000.00.

On each Guarantor Payment Date, the "**Principal Available Funds**" shall include:

(a) all principal amounts collected by the Servicer in respect of the Receivables and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date together with any amount retained in the Transaction Account from the Principal Available Funds on the preceding Guarantor Payment Date (if any);

(b) all other recoveries in the nature of principal collected by the Servicer and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date;

(c) all proceeds deriving from the sale, if any, of the Receivables during the Collection Period preceding the relevant Guarantor Payment Date;

(d) without duplication with any other items of this definition, an amount equal to the principal amounts invested in Eligible Investments (if any) following liquidation thereof on the Liquidation Date immediately preceding the relevant Guarantor Payment Date;

(e) all amounts representing principal received in respect of such Guarantor Payment Date under any Covered Bond Swap which is a currency swap, if any;

(f) amounts standing to the credit of the Pre-Maturity Account at the end of the Collection Period preceding the relevant Guarantor Payment Date;

(g) any amount to be transferred pursuant to item (vi) of the Pre-Issuer Event of Default Interest Priority of Payments;

(h) any amount (other than the amounts already allocated under other items of the Interest Available Funds or the Principal Available Funds) received by the Guarantor from any party to the Transaction Documents during the immediately preceding Collection Period; and

(i) all amounts of principal standing to the credit of the Eligible Deposits at the end of the Collection Period preceding the relevant Guarantor Payment Date,

but excluding (i) any amount paid by the relevant Covered Bond Swap Counterparty upon termination of the relevant Covered Bond Swap, which is a currency swap, in respect of any termination payment and, until a replacement swap counterparty has been found, exceeding the net amounts which would have been due and payable by the relevant Covered Bond Swap Counterparty with respect to the next Guarantor Payment Date, had the relevant Covered Bond Swap, which is a currency swap, not been terminated; (ii) the Collateral (if any); and (iii) any amount received by the Guarantor in respect of a Tax Credit (as defined in the relevant Swap Agreement).

"**Collection Period**" means (a) prior to the service of an Acceleration Notice, each period commencing on (and including) the first calendar day of January, April, July and October and ending on (and including) the last calendar day of March, June, September and December, and, in the case of the first Collection Period, commencing on (and including) the Initial Valuation Date and ending on (and including) 31 March 2012, and (b) following the service of an Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date.

"**Initial Transfer Date**" means 2 November 2011.

"**Initial Valuation Date**" means 30 September 2011.

"**Valuation Date**" means (i) in respect of the Initial Receivables, the Initial Valuation Date and (ii) in respect of any portfolio of Subsequent Receivables, the date indicated as such in the relevant offer for the purchase of Subsequent Receivables.

Post-Issuer Event of Default Priority of Payments

On each Guarantor Payment Date following the service of a Notice to Pay, but prior to the service of an Acceleration Notice, the Guarantor will use the Available Funds, as calculated in respect of the relevant Guarantor Payment Date, to make payments or provisions 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 and taxes, in order to preserve its corporate existence, to maintain it in good standing and to comply with applicable legislation;

(ii) *second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable to the Representative of the Covered Bondholders, the English Account Bank, the Italian Account Bank, the Cash Manager, the Calculation Agent, the Guarantor Calculation Agent, the Corporate Servicer, the Investment Agent, the Asset Monitor, the Italian Paying Agent, the Registered Paying Agent (if any), the Registrar (if any), the Cover Pool Manager (if any) and the Servicer;

(iii) *third*, *pro rata* and *pari passu* to (a) pay, *pro rata* and *pari passu*, any amount due and payable to the Swap Counterparties in respect of the Swap Agreements which are not currency swaps (other than any termination payment due to the relevant Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Swap Counterparties in relation to the termination of the relevant Covered Bond Swap, which is not a currency swap, and/or Mortgage Pool Swap to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the relevant Covered Bond Swap, which is not a currency swap, and/or Mortgage Pool Swap); (b) pay, *pro rata* and *pari passu*, interest due under the Covered Bond Guarantee in respect of each Series of Covered Bonds; and (c) credit to the Reserve Account an amount required to ensure that the Reserve Account is funded up to an amount equal to item (B)(b) of the definition of Required Reserve Amount;

(iv) *fourth*, to pay, *pro rata* and *pari passu*, (a) *pro rata* and *pari passu* any amount due and payable, or to become due and payable, to the Swap Counterparties in respect of the Swap Agreements which are currency swaps (if any)

(other than any termination payment due to the relevant Covered Bond Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Covered Bond Swap Counterparties in relation to the termination of the relevant Covered Bond Swap, which is a currency swap, to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Issuer on the same terms as the relevant Covered Bond Swap, which is a currency swap); and (b) *pro rata* and *pari passu* principal due under the Covered Bond Guarantee in respect of each Series of Covered Bonds;

(v) *fifth*, after each Series of Covered Bonds has been fully repaid or repayment in full of the Covered Bonds has been provided for (up to the Required Redemption Amount in respect of each outstanding Series of Covered Bonds), to pay, *pro rata* and *pari passu*, any termination payment due and payable to the relevant Swap Counterparties under the terms of the relevant Swap Agreements following the occurrence of a Swap Trigger other than the payments referred to under items (iii)(a) and (iv)(a) above;

(vi) *sixth,* after the Covered Bonds have been fully repaid or repayment in full of the Covered Bonds has been provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Tranche of Covered Bonds), in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of (i) all amounts due and payable to the relevant Seller in respect of Sellers' Claims (if any) under the terms of the relevant Master Transfer Agreement and the relevant Warranty and Indemnity Agreement and (ii) all amounts due and payable to the Servicer under clause 10.4.5 of the Servicing Agreement; and

(vii) *seventh*, after the Covered Bonds have been fully repaid or repayment in full of the Covered Bonds has been provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Tranche of Covered Bonds), any remaining moneys will be applied in and towards repayment in full *pari passu* amongst the relevant Seller(s), in accordance with the distribution provisions of the Subordinated Loan Agreement(s), of the amounts outstanding under the Subordinated Loan Agreement(s) and/or the Master Transfer Agreements,

and/or other Transaction Documents,

(the "**Post-Issuer Event of Default Priority of Payments**").

Upon the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Guarantor, if the Servicer fails to provide the Servicer Report pursuant to Clause 17.1.2 of the Cash Management and Agency Agreement the Guarantor Calculation Agent will be entitled to assume that all amounts collected during the immediately preceding Collection Period fall within the definition of Available Funds and that such amounts shall be applied to make payments under the relevant Priority of Payments.

"**Required Redemption Amount**" means, in respect of a Series of Covered Bonds, the amount calculated as the Outstanding Principal Balance of the relevant Series of Covered Bonds in accordance with the Cover Pool Administration Agreement.

On each Guarantor Payment Date, the "**Available Funds**" shall include (i) the Interest Available Funds, (ii) the Principal Available Funds and (iii) the amounts received by the Guarantor as a result of any enforcement taken *vis-à-vis* the Issuer in accordance with Article 4, paragraph 3 of the MEF Decree (the "**Excess Proceeds**").

Post-Guarantor Event of Default Priority of Payments

On each Guarantor Payment Date following the service of an Acceleration Notice, the Available Funds, as calculated in respect of the relevant Guarantor Payment Date, will be used to make 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 and taxes;

(ii) *second*, to pay, *pro rata* and *pari passu*, any amount due and payable to the Representative of the Covered Bondholders, the Servicer, the Cash Manager, the English Account Bank, the Italian Account Bank, the Investment Agent, the Calculation Agent, the Guarantor Calculation Agent, the Italian Paying Agent, the Registered Paying Agent (if any), the Registrar (if any), the Corporate Servicer, the Asset Monitor and the Cover Pool Manager (if any);

(iii) *third*, to pay, *pro rata* and *pari passu*, (a) *pro rata* and *pari passu*, any amount due to the Swap Counterparties (other than any termination payment due to the relevant Swap Counterparties following the occurrence of a Swap Trigger but including, in any event, the amount of any termination payment due and payable to the relevant Swap Counterparties in relation to the termination of the

relevant Covered Bond Swaps and/or Mortgage Pool Swaps to the extent of any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the relevant Covered Bond Swap and/or Mortgage Pool Swap); and (b) *pro rata* and *pari passu*, interest and principal due under the Covered Bond Guarantee in respect of each Series of Covered Bonds;

(iv) *fourth*, to pay, *pro rata* and *pari passu*, any termination payment due and payable to the relevant Swap Counterparties under the terms of the relevant Swap Agreements following the occurrence of a Swap Trigger other than the payments referred to under item (iii) above;

(v) *fifth*, to pay, *pro rata* and *pari passu* according to the respective amounts thereof, (i) all amounts due and payable to the relevant Seller in respect of Sellers' Claims (if any) under the terms of the relevant Master Transfer Agreement and the relevant Warranty and Indemnity Agreement and (ii) all amounts due and payable to the Servicer under clause 10.4.5 of the Servicing Agreement; and

(vi) *sixth*, to pay, *pari passu* amongst the relevant Seller(s), any remaining moneys towards repayment of amounts outstanding under the relevant Subordinated Loan Agreement(s) in accordance with the distribution provisions of the Subordinated Loan Agreement(s) and/or other Transaction Documents,

(the "**Post-Guarantor Event of Default Priority of Payments**" and, together with the Pre-Issuer Event of Default Principal Priority of Payment, the Pre-Issuer Event of Default Interest Priority of Payment and the Post-Issuer Event of Default Priority of Payments, are collectively referred to as the "**Priorities of Payments**").

5 Creation and Administration of the Cover Pool

Transfer of the Cover Pool

The Initial Seller and the Guarantor have entered into a master transfer agreement pursuant to which the Initial Seller (a) has transferred to the Guarantor an initial portfolio of monetary receivables arising from Mortgage Loans (the "**Initial Receivables**") and (b) may assign and transfer further monetary receivables arising from Mortgage Loans (the "**Subsequent Receivables**") and/or Integration Assets (other than Eligible

Deposits) to the Guarantor from time to time (the "**BPER Master Transfer Agreement**"), in the cases and subject to the limits on the transfer of Subsequent Receivables and/or Integration Assets, other than Eligible Deposits, referred to below.

The Guarantor may acquire Subsequent Receivables in order to:

(i) collateralise the issue of further Tranches of Covered Bonds by the Issuer, subject to the limits to the assignment of further Receivables arising under Mortgage Loans set forth by the BoI Regulations (*Limiti alla cessione*; see Section II, paragraph 2 of the BoI Regulations, the "**Limits to the Assignment**") (the "**Issuance Assignment**");

(ii) invest the Principal Available Funds, subject to the Limits to the Assignment, provided that no Issuer Event of Default or Guarantor Event of Default has occurred and is continuing (the "**Revolving Assignment**"); or

(iii) ensure compliance with the Tests in accordance with the Cover Pool Administration Agreement (the "**Integration Assignment**"), subject to the limits referred to in the section headed "Integration Assets" below.

In the context of Integration Assignments, the Guarantor may also acquire Integration Assets.

Pursuant to the BPER Master Transfer Agreement, and subject to the conditions provided therein, the Initial Seller shall also be allowed to repurchase Initial Receivables and Subsequent Receivables which have been assigned by it to the Guarantor.

The Initial Receivables, the Subsequent Receivables and the Integration Assets will be assigned and transferred to the Guarantor without recourse (*pro soluto*) in accordance with Law 130 and subject to the terms and conditions of the relevant Master Transfer Agreement.

Pursuant to each Additional Master Transfer Agreement, any bank, other than the Initial Seller, which is and/or will be a member of the BPER Banking Group (each an "**Additional Seller**"), may accede to the Programme and sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor, subject to satisfaction of certain conditions. Any Additional Seller so acceding to the Programme shall, *inter alia*:

(i) enter into with the Guarantor an Additional Master Transfer Agreement; and

(ii) accede to the Intercreditor Agreement by signing an accession letter substantially in the form attached to the

Intercreditor Agreement and the Cover Pool Administration Agreement, respectively.

Representations and warranties of the Sellers

Pursuant to a warranty and indemnity agreement entered into between the Guarantor and the Initial Seller on the Initial Transfer Date, as subsequently amended (the "**BPER Warranty and Indemnity Agreement**"), the Initial Seller has made certain representations and warranties regarding itself and the Receivables transferred and to be transferred, respectively, by it including, *inter alia*:

(a) its status, capacity and authority to enter into the Transaction Documents and assume the obligations expressed to be assumed by it therein;

(b) the legality, validity, binding nature and enforceability of the obligations assumed by it;

(c) the existence of the Receivables, the absence of any lien attaching the Receivables, and, subject to the applicable provisions of laws and of the relevant agreements, the full, unconditional, legal title of the Initial Seller to the Receivables assigned by it; and

(d) the validity and enforceability, subject to the applicable provisions of laws and of the relevant agreements, against the relevant Debtors of the obligations from which the Receivables arises.

For the purpose hereof:

"**Debtor**" means any person, entity or subject, also different from the Borrower, who is liable for the payment of amounts due, as principal and interest, in respect of a Receivable.

"**Borrowers**" means, collectively, the borrowers under the Mortgage Loans and "**Borrower**" means any one of them.

Any Additional Seller that will sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor will be, *inter alia*, required to enter into with the Guarantor a warranty and indemnity agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Warranty and Indemnity Agreement (each such agreement, an "**Additional Warranty and Indemnity Agreement**" and, together with the BPER Warranty and Indemnity Agreement, the "**Warranty and Indemnity Agreements**").

General Criteria

Each of the Receivables arising under the Mortgage Loans comprised in the Cover Pool shall comply, as at the relevant Valuation Date (unless otherwise provided), with all of the general criteria set out in the section headed "*Description of the Cover Pool – Credit and Collection policies - The General Criteria*" below (the "**General Criteria**").

The Receivables shall also comply with the Specific Criteria.

"**Specific Criteria**" means the criteria for the selection of the Receivables deriving from the Mortgage Loans to be included in the portfolios to which such criteria are applied, set forth in Annex 1, Part 2 to the Master Transfer Agreement for the Initial Receivables and in the relevant offer for the sale of Subsequent Receivables.

"**Criteria**" means jointly the General Criteria and the Specific Criteria.

Integration Assets

In accordance with the provisions of the MEF Decree and the BoI Regulations, "**Integration Assets**" shall include:

(a) Eligible Deposits; and

(b) securities issued by banks residing in Eligible States with residual maturity not longer than one year,

in each case, meeting the requirements set out in the definition of Eligible Investments.

The integration of the Cover Pool may be carried out through the Integration Assets, provided that the Integration Assets shall not be allowed within, at any time, higher than 15 per cent. of the aggregate outstanding principal amount of the assets comprising the Cover Pool (the "**Integration Assets Limit**"). The Integration (whether through Integration Assets or through Receivables arising under Mortgage Loans qualifying as eligible assets pursuant to the OBG Regulations) shall be allowed exclusively for the purpose of complying with the Tests.

"**Eligible States**" means any States belonging to the European Economic Space, Switzerland and any other State attracting a zero per cent. risk weight factor under the "*Standardised Approach*" provided for by Directive 2006/48/EC of the European Parliament and of the Council of 14 June 2006 relating to the taking up and pursuit of the business of credit institutions.

Eligible Investments

The Cash Manager may invest funds standing to the credit of the Investment Account in:

(A) euro-denominated senior (unsubordinated) debt securities or other debt instruments provided that (i) such investments are immediately repayable on demand at par together with accrued and unpaid interest, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date; (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) the debt securities or other debt instruments are issued by, or fully and unconditionally

guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least (1) either "Baa3" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-3" by Moody's in respect of short-term debt, with regard to investments having a maturity of less than one month, or such other lower rating being compliant with the criteria established by Moody's from time to time; (2) either "Baa2" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-2" by Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other lower rating being compliant with the criteria established by Moody's from time to time;

(B) euro-denominated demand and time deposits in, certificates of deposit of and bankers' acceptances issued by any credit institution (including, without limitation, the English Account Bank and the Italian Account Bank, provided that they qualify as an Eligible Institution) qualifying as Eligible Institution, provided that such investments shall have a minimum rating equal to the ones reported on the following table:

Maturity	Rating Moody's
Up to 9 months	"Baa2" in respect of long-term debt or, if no long-term rating is available, "P-2" in respect of short-
Up to 1 month	"Baa3" in respect of long-term debt or, if no long-term rating is available, "P-3" in respect of short-term debt

(C) any eligible asset and/or public entity securities, in each case pursuant to the OBG Regulations, provided that, in all cases, such investments shall from time to time comply with Moody's requirements in respect of type of asset, minimum rating and maturity;

(D) repurchase transactions in respect of euro-denominated debt securities or other debt instruments provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Guarantor, (ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date and (iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested

amount) provided that either (a) the debt securities or other debt instruments underlying the repurchase transactions are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, or (b) the counterparty of the Guarantor under the repurchase transaction is a credit institution whose unsecured and unsubordinated debt obligations are rated at least (1) either "Baa3" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-3" by Moody's in respect of short-term debt, with regard to investments having a maturity of less than one month, or such other lower rating being compliant with the criteria established by Moody's from time to time; (2) either "Baa2" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-2" by Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other lower rating being compliant with the criteria established by Moody's from time to time; and

(E) securities lending transactions with the counterparty acting as borrower regulated under the Global Master Securities Agreements governed by English law provided that (i) the underlying securities comply with the requirements set out in paragraph (A) above, (ii) the counterparty acting as borrower of the Guarantor acting as lender under the securities lending transaction is a credit institution (including, without limitation, the English Account Bank and the Italian Account Bank, to the extent they qualify as Eligible Institutions) qualifying as an Eligible Institution, (iii) such securities lending transactions are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date, (iv) the counterparty acting as borrower of the Guarantor has acceded to the Intercreditor Agreement and has agreed to be bound by the provisions thereof and (v) in case of downgrade of the relevant counterparty below the minimum ratings by Moody's, the Guarantor shall terminate in advance the securities lending transaction within 35 calendar days from the downgrade,

provided that, in any event, (i) none of the investments set out above may consist, in whole or in part, actually or potentially, of credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Guarantor in the context of the Programme otherwise be invested in any such instruments at any time and (ii) no amount available to the Guarantor in the context of the Programme may be otherwise invested in asset-

	backed securities, irrespective of their subordination, status, or ranking at any time. (the "**Eligible Investments**").
Subordinated Loan(s)	On the Initial Transfer Date, the Initial Seller and the Guarantor have entered into a subordinated loan agreement, as subsequently amended (the "**BPER Subordinated Loan Agreement**"), pursuant to which the Initial Seller has granted to the Guarantor a subordinated loan (the "**Subordinated Loan**") with a maximum amount equal to the BPER Commitment Limit. Under the provisions of such agreement, the Initial Seller shall make advances to the Guarantor in amounts equal to the relevant price of the Receivables transferred from time to time to the Guarantor by it, including the Subsequent Receivables or Integration Assets to be transferred in order to prevent a breach of the Tests. Each advance granted by the Initial Seller pursuant to the BPER Subordinated Loan Agreement shall be identified in (a) a term loan advanced to fund the purchase price of Receivables to be sold in the framework of an Issuance Assignment (the "**Issuance Advance**"); (b) a term loan advanced for the purpose of purchasing further Subsequent Receivables and/or Integration Assets in the framework of an Integration Assignment (the "**Integration Advance**"); (c) a term loan advanced for the purpose of paying any amount required to be paid as a result of an adjustment to be made to the purchase price of Initial Receivables and/or Subsequent Receivables in accordance with the BPER Master Transfer Agreement (the "**Price Adjustment Advance**"); and (d) financing the creation of Eligible Deposits (the "**Eligible Deposits Advance**"). Any Additional Seller that will sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor, will be required to enter into with the Guarantor a subordinated loan agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the Subordinated Loan Agreement (each such agreement, an "**Additional Subordinated Loan Agreement**" and, together with the BPER Subordinated Loan Agreement, the "**Subordinated Loan Agreements**"). (See the section headed "*Description of the Transaction Documents – BPER Subordinated Loan Agreement*", below).
Tests	**The Mandatory Tests** In accordance with the Cover Pool Administration Agreement and the provisions of the MEF Decree, for so long as any Covered Bond remains outstanding, the Issuer (also in its capacity as Initial Seller) and the Additional Sellers (if any) shall procure on a on-going basis (and, without prejudice of the

OBG Regulations, such obligation shall be deemed to be complied with if the tests are satisfied on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant tests are to be carried out pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be) and until the Programme Expiry Date that each of the following Mandatory Tests is met:

(a) the Nominal Value Test;

(b) the NPV Test; and

(c) the Interest Coverage Test.

For a more detailed description of the Mandatory Tests, see the section headed "*Credit structure*" below.

The Asset Coverage Test

Starting from the Issue Date of the first Series of Covered Bonds and until the earlier of:

(a) the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with the Conditions; and

(b) the date on which a Notice to Pay is served on the Guarantor,

the Issuer (also in its capacity as Initial Seller) and any Seller shall procure that on any Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Adjusted Aggregate Loan Amount is at least equal to the aggregate Outstanding Principal Balance of the Covered Bonds. For a more detailed description, see the section "*Credit structure*" below.

The Amortisation Test

For so long as any Series of Covered Bonds remain outstanding, the Issuer (also in its capacity as Initial Seller) and any Additional Seller will ensure that following the service of a Notice to Pay (but prior to the service of an Acceleration Notice), on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Amortisation Test Aggregate Loan Amount is equal to or higher than the Outstanding Principal Balance of the Covered Bonds (the "**Amortisation Test**").

For a more detailed description, see the section headed "*Credit structure – Tests*" below.

Compliance with the Tests and the Amortisation Test will be verified by the Calculation Agent on each Calculation Date and/or Monthly Calculation Date and/or on any other date on which the verification of the Tests is required pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be. The calculations performed by the Calculation Agent in respect of the Tests and the Amortisation Test will be verified from time to time by the Asset Monitor in accordance with the provisions of the Asset Monitor Agreement and the Asset Monitor Engagement Letter, as the case may be. For a detailed description see the section headed "*Credit Structure – Tests*" below.

Curing a Breach of the Tests

In order to cure the breach of a Mandatory Test and/or Asset Coverage Test:

(a) prior to the occurrence of an Issuer Event of Default, the Guarantor shall to any possible extent use the Available Funds to purchase Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) in order to cure the relevant Test; or

(b) BPER shall sell, as soon as possible and by the last day of the month during which the Test Performance Report assessing that a breach of Test has occurred has been delivered, Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor, which shall purchase such assets, in accordance with the BPER Master Transfer Agreement, and, to this extent, BPER shall grant the funds necessary for payment of the purchase price of the assets to the Guarantor in accordance with the BPER Subordinated Loan Agreement (and, if needed, it will increase the BPER Commitment Limit), provided that none of the events indicated in clause 8.2 (*Cause specifiche di estinzione dell'Obbligo di Acquisto dal Cedente*), paragraphs (i) (*Inadempimento di obblighi da parte del Cedente*), (ii) (*Violazione delle dichiarazioni e garanzie da parte del Cedente*), (iii) (*Mutamento Sostanzialmente Pregiudizievole*) and (v) (*Crisi*) of the BPER Master Transfer Agreement has occurred with respect to BPER; or

(c) following the occurrence of one of the events indicated in clause 8.2 (*Cause specifiche di estinzione dell'Obbligo di Acquisto dal Cedente*), paragraphs (i) (*Inadempimento di obblighi da parte del Cedente*), (ii) (*Violazione delle dichiarazioni e garanzie da parte del Cedente*), (iii) (*Mutamento Sostanzialmente Pregiudizievole*) and (v)

(*Crisi*) of the BPER Master Transfer Agreement with respect to BPER, or failing BPER to cure the relevant Tests by the last day of the month during which the Test Performance Report assessing that a breach of the relevant Test has occurred has been delivered, any Additional Seller (if any) shall sell, or shall procure that any third party seller sells, and the Guarantor shall purchase, as soon as possible, Subsequent Receivables and/or Integration Assets (other than Eligible Deposits), provided that the conditions set out in the Cover Pool Administration Agreement are satisfied;

(d) failing BPER or the Additional Sellers to cure the relevant Tests, within the last day of the month during which the Test Performance Report assessing that a breach of Test has occurred has been delivered, the Guarantor shall purchase, as soon as possible, Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) from any entity belonging to the BPER Banking Group willing to act as Additional Seller, provided that the conditions set out in the Cover Pool Administration Agreement are satisfied,

in an aggregate amount sufficient to ensure that the relevant Tests are met as soon as practicable and in any event by not later than the date provided for in the Cover Pool Administration Agreement. The obligation of each Additional Seller to transfer Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) pursuant to the provisions of paragraph (c) above will be limited to, and does not in any case exceed, the relevant percentage calculated in respect of the overall Cover Pool – on any Calculation Date and/or Monthly Calculation Date and/or any other date on which such percentage needs to be assessed for the curing of a breach of the relevant Tests – of Subsequent Receivables and/or Integration Assets sold by the relevant Additional Seller and notwithstanding the provisions of this paragraph, each of the Additional Sellers will have the right to sell, and the Guarantor shall purchase, Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) in excess of such Additional Seller's *pro rata* percentage, if necessary to ensure that the relevant Tests are met.

If the relevant breach is not remedied by the immediately following Monthly Calculation Date, as evidenced by the following Test Performance Report, the Representative of the Covered Bondholders will serve a notice on the Issuer and the Guarantor stating that the breach of the relevant Tests has not been cured (a "**Breach of Tests Notice**").

Prior to the service of a Notice to Pay, as a result of the delivery

of a Test Performance Report assessing a breach of any of the Tests:

(I) no further Tranche of Covered Bonds may be issued; and

(II) no payments under the Subordinated Loan Agreement(s) will be effected, unless the relevant breach is remedied.

If, following the service of a Breach of Tests Notice, the breach of relevant Tests has not been cured within the immediately following Monthly Calculation Date, an Issuer Event of Default shall occur and the Representative of the Covered Bondholders shall be entitled to deliver a Notice to Pay on the Guarantor, pursuant to the provisions of the Intercreditor Agreement.

Following the service of a Notice to Pay, a breach of the Amortisation Test shall constitute a Guarantor Event of Default.

After the service of a Notice to Pay on the Guarantor, but prior to the service of an Acceleration Notice, the Guarantor shall sell Receivables and/or Integration Assets in accordance with the provisions set out in the Cover Pool Administration Agreement.

"**BPER Commitment Limit**" means the maximum amount of the subordinated loan granted by BPER as indicated in the BPER Subordinated Loan Agreement, save for the further increase that may be determined unilaterally by the Subordinated Loan Provider through a written notice to the Guarantor and the Issuer.

"**Test Performance Report**" means the report to be delivered, on each Calculation Date and/or Monthly Calculation Date and/or on any other day on which the Test Performance Report is to be delivered pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, by the Calculation Agent pursuant to the terms of the Cover Pool Administration Agreement.

Pre-Maturity Test

The Pre-Maturity Test is intended to provide liquidity for any Hard Bullet Covered Bonds when the Issuer's credit ratings fall below a certain level. The applicable Final Terms will set out whether the relevant Series of Covered Bonds is a Series of Hard Bullet Covered Bonds. On each Pre-Maturity Test Date prior to the service of a Notice to Pay, the Calculation Agent will determine if the Issuer satisfies the Pre-Maturity Test, and, if the Pre-Maturity Test is not so satisfied, it shall immediately notify the Issuer, the Guarantor and the Representative of Covered Bondholders thereof. For a more detailed description, see the section headed "*Credit structure*", below.

"**Pre-Maturity Test Date**" means any Business Day falling during the Pre-Maturity Rating Period, prior to the occurrence of an Issuer Event of Default

"**Pre-Maturity Rating Period**" means the period of 12 months

	preceding the Maturity Date of the relevant Series of Hard Bullet Covered Bonds.
Role of the Asset Monitor	The Asset Monitor will perform specific agreed-upon procedures set out in an engagement letter entered into with the Issuer on or about the Initial Issue Date. The Asset Monitor will also perform the other activities provided under the Asset Monitor Agreement.
Sale of Receivables following the service of a Notice to Pay	Following the service of a Notice to Pay (and prior to the service of an Acceleration Notice) or in order to comply with the Pre-Maturity Test, the Guarantor shall (only if necessary in order to (i) effect timely payments under the Covered Bonds or (ii) to comply with the Pre-Maturity Test) direct the Servicer to sell Receivables and/or Integration Assets (other than Eligible Deposits) in accordance with the provisions of the Cover Pool Administration Agreement, subject to the pre-emption right of the relevant Seller pursuant to the relevant Master Transfer Agreement. The proceeds from any such sale shall be credited to the Transaction Account and applied as set out in the applicable Priority of Payments.
Sale of Receivables following the service of an Acceleration Notice	Following the service of an Acceleration Notice on the Guarantor, the Representative of the Covered Bondholders shall, in the name and on behalf of the Guarantor, direct the Servicer or, in the absence of the Servicer, the Cover Pool Manager, to sell Integration Assets (other than Eligible Deposits) and/or Receivables in accordance with the provisions of the Cover Pool Administration Agreement, subject to any pre-emption right of the Initial Seller or any Additional Seller (if any) pursuant to the relevant Master Transfer Agreement. The proceeds of any such sale shall be credited to the Transaction Account and applied in accordance with the relevant Priority of Payments. For further details, see the section headed "*Description of the Transaction Documents – Cover Pool Administration Agreement*" below.

RISK FACTORS

In purchasing Covered Bonds, investors assume the risk that the Issuer and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Covered Bonds. There is a wide range of factors which individually or together could result in the Issuer and the Guarantor becoming unable to make all payments due in respect of the Covered Bonds.

Certain risks which are deemed not to be material as at the date of this Base Prospectus may become material as a result of the occurrence of events outside the Issuer's and the Guarantor's control. The Issuer and the Guarantor have identified in this Base Prospectus a number of factors which could materially adversely affect their businesses and ability to make payments due under the Covered Bonds.

The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Covered Bonds issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the markets risks associated with Covered Bonds issued under the Programme are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Covered Bonds issued under the Programme, but the Issuer or the Guarantor may be unable to pay interest, principal or other amounts on or in connection with any Covered Bond for other reasons and the Issuer and the Guarantor do not represent that the statements below regarding the risks of holding any Covered Bonds are exhaustive. While the various structural elements described in this Base Prospectus are intended to lessen some of the risks for holders of Covered Bonds, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of Covered Bonds of interest or principal on such Covered Bonds on a timely basis or at all.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under or in connection with the Covered Bonds issued under the Programme

*Prospective investors are invited to carefully read this section on the risk factors before making any investment decision, in order to understand the risks related to BPER and its subsidiaries (the "**BPER Group**" or the "**Group**") and obtain a better appreciation of the BPER Group's abilities to satisfy the obligations related to the Covered Bonds issued and described in the relevant Final Terms. The Issuer deems that the following risk factors could affect the ability of the same to satisfy its obligations arising from the Covered Bonds.*

The risks below have been classified into the following categories

1. *Risks relating to the Issuer's financial position;*
2. *Risks relating to the Issuer's business activity and industry;*
3. *Risks related to the legal and regulatory environment of the Issuer;*
4. *Risks related to the internal control of the Issuer;*
5. *Risks related to the political, environmental, social and governance environment of the Issuer.*

1. Risks relating to the Issuer's Financial Position

Risks associated with the spread of epidemics and the spread of the new respiratory syndrome Coronavirus

The spread of any contagious disease that may result in an epidemic on a regional or global scale may have a negative impact on the operations and results of the Issuer, the Group and the entire market in which they operates. If one or more of the geographical areas in which the Issuer, the Group and its customers operate are affected by contagious diseases that cause epidemics on a regional or global scale, the operations of the Issuer, the Group and its customers could be significantly reduced, with possible negative effects on the Issuer's business and prospects and on its economic, asset and financial situation.

Since December 2019, there has been a rapid spread of the new respiratory syndrome Coronavirus 2019-nCoV ("Coronavirus"), which has gradually spread from some regions of China to other countries on a global basis. In particular, since February 2020, there have also been numerous cases of Coronavirus in some areas of northern Italy - primarily in Lombardy, Emilia-Romagna and Veneto - as a result of which the Italian public authorities have taken a number of measures to contain the spread of the virus. In a first phase, particularly restrictive measures were introduced and limited to the municipalities at the epicentre of the spread of the virus, including, among other things, the temporary interruption of production activities, commercial activities and restrictions on the circulation of people. In the following weeks, these restrictive measures, including, inter alia, restrictions on the movement of goods and people, the closure of most of the production and commercial activities and various social distancing provisions, were introduced for the whole country and only recently are being gradually released. As a result, as of June 2020 negative effects on the Issuer's and the Group's activity and prospects as well as on its economic, equity and financial situation may occur.

In general, the spread of the Coronavirus could also lead to a deterioration in the economic situation both with regard to the economies of the countries directly affected and at a global level, with possible negative effects on the activity and prospects as well as on the economic and financial situation of the Issuer and the Group.

Competition

In recent years, the Italian banking sector has seen increasing price competition as a consequence of the deregulation of the banking sector, resulting in the curtailment of protectionist national laws by EU regulation and a blurring of the distinction between different types of financial services. This has led to a reduction in the difference between borrowing and lending rates and has had an impact on commissions and fees, particularly relating to dealings conducted on behalf of third parties as an intermediary bank.

In addition, downturns in both the global and Italian economy could add to this pressure through increased price competition and lower transaction volumes. If the Issuer is unable to compete with competitors' products and service offerings it may lose market share or incur losses.

Impact of events which are difficult to anticipate

The Issuer's earnings and business are affected by general economic conditions, the performance of financial markets, interest rate levels, currency exchange rates, changes in laws and regulations, changes in the policies of central banks, particularly the Bank of Italy and the European Central Bank (ECB), and competitive factors, at a regional, national and international level. Each of these factors can change the level of demand for the Issuer's products and services, the credit quality of borrowers and counterparties, the interest rate margin of the Issuer between lending and borrowing costs and the value of the Issuer's investment and trading portfolios.

Changes in interest rates

Fluctuations in interest rates influence the financial performance of the BPER Group. The results of the BPER Group's banking operations are affected by its management of interest rate sensitivity and, in particular, changes in market interest rates. Interest rate sensitivity refers to the relationship between changes in market interest rates and changes in net interest income. A mismatch of interest earning assets and interest bearing

liabilities in any given period, which tends to accompany changes in interest rates, may have a material effect on the BPER Group's financial condition or results of operations.

Rising interest rates in line with the yield curve can increase the BPER Group's cost of funding at a higher rate than the yield on its assets, due, for example, to a mismatch in the maturities of its assets and liabilities that are sensitive to interest rate changes or a mismatch in the degree of interest rate sensitivity of assets and liabilities with similar maturities. At the same time, decreasing interest rates can also reduce the yield on the BPER Group's assets at a rate which may not correspond to the decrease in the cost of funding.

In addition, in recent years, the Italian banking sector has been characterised by increasing competition which, together with the low level of interest rates, has caused a sharp reduction in the difference between borrowing and lending rates, and has made it difficult for banks to maintain positive growth trends in interest rate margins.

Business concentration risk

The Issuer's key market geographically is the Emilia Romagna region, where the Issuer has historically operated and where the majority of the BPER branches are currently located.

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Issuer's businesses. Adverse changes in the credit quality of the Issuer's borrowers and counterparties, (as mentioned above) particularly concentrated in the Emilia Romagna region or a general deterioration in either the Italian or global economic conditions, or arising from systemic risks in the financial system, could affect the recoverability and value of the Issuer's assets and require an increase in the Issuer's impairment provision for bad and doubtful debts and other provisions.

Risks connected to a potential rating downgrade

BPER is rated by (i) Moody's Investors Service Limited ("**Moody's**"), and (ii) Fitch Ratings Ireland Limited ("**Fitch**") which are established, respectively, in the United Kingdom and in Ireland and are both registered under the CRA Regulation as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the CRA Regulation. A downgrade of the Issuer's rating (for whatever reason) might result in higher funding and refinancing costs for the Issuer in the capital markets. In addition, a downgrade of the Issuer's rating may limit the Issuer's opportunities to extend mortgage loans and may have a particularly adverse effect on the Issuer's image as a participant in the capital markets, as well as in the eyes of its clients. These factors may have an adverse effect on the Issuer's financial condition and/or the results of its operations.

Risks associated with general economic, financial and other business conditions

The results of the BPER Group are affected by the global economic and financial conditions. During recessionary periods, there may be less demand for loan products and a greater number of the BPER Group's customers may default on their loans or other obligations. Interest rate rises may also have an impact on the demand for mortgages and other loan products. Fluctuations in interest rates and in ratings in the Eurozone and in the other markets in which the BPER Group operates influence its performance.

Rising market tensions might negatively affect the funding costs and economic outlook of some Euro member states. This, together with the risk that some countries might eventually leave the Euro area, would have a material and negative impact on the BPER Group and/or on the BPER Group's clients, with negative implications for the BPER Group's business, results and financial position.

Lingering market tensions might affect negatively the global economy and hamper the recovery of the Euro area. Moreover, the tightening fiscal policy by some countries (including the Republic of Italy) might weigh

on households disposable income and on corporate profits with negative implications for the BPER Group's business, results and financial position.

Any further deterioration of the Italian economy would have a material adverse effect on the BPER Group's business, in light of the BPER Group's significant exposure to the Italian economy.

The European Central Bank's unconventional policy (including public sector, covered bond and ABS purchase programme and provision of liquidity *via* Targeted Longer-Term Refinancing Operations (TLTRO)) has contributed to ease tensions, limiting the refinancing risk for the banking system and leading to a tightening of credit spreads. The possibility that the European Central Bank could halt or reconsider the current set up of unconventional measures, as recent developments have shown, would impact negatively the value of sovereign debt instruments. This would have a materially negative impact on the BPER Group's business, results and financial position.

Despite the several initiatives of supranational organisations to deal with the heightened sovereign debt crisis in the Euro area, the global markets remain characterised by high uncertainty and volatility. Any further acceleration of the European sovereign debt crisis is likely to significantly affect, among other things, the recoverability and quality of the sovereign debt securities held by the BPER Group as well as the financial resources of the BPER Group's clients holding similar securities. The occurrence of any of the above events may cause the BPER Group to suffer losses, increases in funding costs and a diminution in the value of its assets, with a potential adverse effect on the BPER Group liquidty, financial position and results of transactions including its ability to access the capital and financial markets and to refinance debt in order to meet its funding requirements.

Protracted market declines and reduced liquidity in the markets

Protracted adverse market movements, particularly the decline of asset prices, can reduce market activity and market liquidity. These developments can lead to material losses if the BPER Group cannot close out deteriorating positions in a timely manner.

In addition, protracted or steep declines in the share capital or bond markets in Italy and elsewhere may adversely affect the BPER Group's securities activities and its asset management services, as well as its investments in and sales of products linked to the performance of financial assets.

During recessionary periods, there may be less demand for loan products and a greater number of the BPER Group's customers may default on their loans or other obligations. The rise in interest rates may also have an impact on the demand for mortgages and other loan products. In addition, the continued liquidity crisis in other affected economies may create difficulties for the BPER Group's borrowers to refinance or repay loans to the BPER Group's loan portfolio and potentially increase the BPER Group's non-performing loan levels.

The prolonged global economic crisis may weaken the economic recovery, partly as a consequence of the exit strategies to be implemented by the EU and the United States on withdrawal of the assistance granted in recent years to assure the liquidity and stability of the financial system. In this case, the economic and financial position of the BPER Group might suffer further adverse consequences.

2. Risks relating to the Issuer's business activities and industry

Issuer's business activities

As a credit institution, the Issuer is exposed to the typical risks associated with the business of a financial intermediary such as credit risk, market risk, interest rate risk, liquidity and operational risks, in addition to a series of other risks typical to such businesses including strategic risk, legal risk, tax and reputational exposure.

Credit risk relates to the risk of loss arising from counterparty default (in particular, recoverability of loans) or in the broadest sense, from a failure to perform contractual obligations, including on the part of any guarantors.

The Issuer's business depends to a substantial degree on the creditworthiness of its customers. The Issuer is exposed to normal lending risks and thus may not, for reasons beyond its control (such as, for example, fraudulent behaviour of customers), have access to all relevant information regarding any particular customer, their financial position, or their ability to pay amounts owed or repay amounts borrowed. Any failure by its customers to accurately report their financial and credit position or to comply with the terms of their agreements or other contractual provisions could have an adverse effect on the Issuer's business and financial results.

Market risk relates to the risk arising from market transactions in connection with financial instruments, currencies and commodities. The Issuer's trading revenues and the extent of exposure to the interest rate risk are dependent upon its ability to effectively identify changes in the value of financial instruments caused by fluctuations in market prices or interest rates. The Issuer's financial results are also dependent upon how effectively the Issuer determines and assesses the cost of credit and manages its own credit risk through portfolio diversification.

Interest rate risk refers to the possibility of the Issuer incurring losses as a result of a poor performance in market interest rates.

Liquidity risk relates to the Issuer's ability or lack thereof to meet cash disbursements in a timely and economic manner. It is quantified as the additional cost arising from asset sales and/or negotiation of new liabilities incurred by the intermediary when required to meet unexpected commitments by way of recourse to the market. The activity of the Group may be negatively affected by the availability of liquidity in both the institutional and retail markets. The Group also borrows from the ECB. Accordingly, any adverse change to the ECB's lending policy or funding requirements, including changes to the criteria to identify the asset classes that can be accepted by the ECB as collateral for calculating the value of such assets could affect the Group's results of operations, business and financial condition.

3. Risks related to the legal and regulatory environment of the Issuer

The Issuer is required to hold a licence for its operations and is subject to regulation and supervision by authorities in European Union and Italy. Extensive regulations are already in place and new regulations and guidelines are introduced relatively frequently. The rules applicable to banks and other entities in banking groups are mainly provided by implementation of measures consistent with the regulatory framework set out by the Basel Committee on Banking Supervision (the "**Basel Committee**") and aim at preserving their stability and resilience and limiting their risk exposure.

The Issuer is also subject to extensive regulation and supervision by the Bank of Italy, CONSOB, the European Central Bank ("**ECB**") and the European System of Central Banks. The banking laws to which the Issuer is subject govern the activities in which banks and foundations may engage and are designed to maintain the safety and soundness of banks, and limit their exposure to risk. In addition, the Issuer must comply with financial services laws that govern its marketing and selling practices. The regulatory framework governing international financial markets is currently being amended in response to the credit crisis, and new legislation and regulations are being introduced in Italy and the European Union that will affect the Issuer including proposed regulatory initiatives that could significantly alter the Issuer's capital requirements.

Moreover, the Issuer is subject to the Pillar 2 requirements for banks imposed under the CRD IV Package, which will be impacted, on an on-going basis, by the Supervisory Review and Evaluation Process ("**SREP**").

Following the Supervisory Review and Evaluation Process (SREP) the ECB provides, on an annual basis, a final decision of the capital requirement that BPER must comply with a consolidated level. However, there can be no assurance that the total capital requirements imposed on the Issuer or the BPER Group from time to time may not be higher than the levels of capital available at such time. Also, there can be no assurance as to the result of any future SREP carried out by the ECB and whether this will impose any further own funds requirements on the Issuer or the BPER Group.

In this context, a few other relevant provisions are the implementation of Directives 2014/49/EU (Deposit Guarantee Schemes Directive) of 16 April 2014 and the adoption of the (EU) Regulation no. 806/2014 of the European Parliament and the Council of 15 July 2014 (Single Resolution Mechanism Regulation, – so called "**SRMR**"), which may determine a significant impact on the economic and financial position of the Bank and the BPER Group, as such rules set the obligation to create specific funds with financial resources that shall be provided, starting from 2015, by means of contributions by the credit institutions.

Moreover, the Directive 2014/59/EU of the European Parliament and the Council (Bank Recovery and Resolution Directive, "**BRRD**", as amended by Directive 879/2019/EU, "**BRRD II**"), which, inter alia, introduced the so called "bail-in", Regulation 2019/876/EU of the European Parliament and the Council, which amends Regulation 575/2013/EU (s.c. "CRR II") and the Directive of the Parliament and the Council 2019/878/EU, which amends Directive 2013/36/EU (s.c. "CRD V") must be taken into consideration and put in force by BPER Group.

The BPER Group is subject to the BRRD, as amended from time to time, which is intended to enable a wide range of actions that could be taken towards institutions considered to be at risk of failing (i.e. the sale of business, the asset separation, the bail-in and the bridge bank). The execution of any action under the BRRD towards the BPER Group could materially affect the value of, or any repayments linked to the Covered Bonds.

Notwithstanding the above, it should be noted that pursuant to Article 44 (2) of the BRRD, as implemented in Italy by Article 49 of Legislative Decree No. 180 of 16 November 2015, resolution authorities shall not exercise the write down or conversion powers in relation to secured liabilities, including covered bonds or their related hedging instruments, save to the extent that these powers may be exercised in relation to any part of a secured liability (including covered bonds and their related hedging instruments), that exceeds the value of the assets, pledge, lien or collateral against which it is secured.

On 15 October 2013, the Council of the European Union adopted the Council Regulation (EU) No. 1024/2013 granting specific tasks to the ECB as per prudential supervision policies of credit institutions (the "**SSM Regulation**") in order to establish a single supervisory mechanism (the "**Single Supervisory Mechanism**" or "**SSM**"). From 4 November 2014, the SSM Regulation has given the ECB, in conjunction with the national regulatory authorities of the Eurozone and participating Member States, direct supervisory responsibility over "banks of significant importance" in the Eurozone.

Notwithstanding the fulfilment of the relevant criteria, the ECB, on its own initiative after consulting with each national competent authority or upon request by a national competent authority, may declare an institution significant to ensure the consistent application of high-quality supervisory standards. BPER and the BPER Group have been classified, respectively, as a significant supervised entity and a significant supervised group within the meaning of Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for co-operation within the Single Supervisory Mechanism between the European Central Bank and each national competent authority and with national designated authorities (the "**SSM**

Framework Regulation") and, as such, are subject to direct prudential supervision by the ECB in respect of the functions granted to ECB by the SSM Regulation and the SSM Framework Regulation.

For further details, please see the "Regulatory Section" on page 139 of this Base Prospectus.

Risks arising from pending legal proceedings

Although management of the BPER Group believes that the provisions that have been made in the respective financial statements are appropriate, a worse than expected outcome of any legal proceedings might cause such provisions to be insufficient to cover the BPER Group's liabilities and have a material adverse effect on the financial condition and results of operations of the BPER Group.

4. Risks related to the internal control of the Issuer

Operational risk

Operational risk relates to the risk of loss arising from shortcomings or failures in internal processes, people or systems and from external events, including the risk of fraud by employees and third parties, unauthorised transactions by employees or operational errors, including errors resulting from faulty information technology or telecommunication systems.

For business continuity management, BPER applies a unique organisational model with distributed responsibilities, which allows exercising responsibilities for governance and control. The model envisages an annual review of the analysis performed to identify critical processes and resources, in order to take account of organisational changes that have occurred in the period, the status concerning recovery solutions and, in general, all refinements needed to address the outcome of testing performed in the reference period. Any failure or weakness in these systems, could however adversely affect the Issuer's financial performance and business activities.

Reputational risk

BPER also implemented a reputational risk management framework, the objective of which is to monitor, manage and mitigate reputational risk, as well as to provide a structured periodic situation report thereon and measures that need to be taken to mitigate any areas of vulnerability that may exist. The framework includes the following components: identification and assessment of reputational risk, monitoring the Group's exposure to reputational risk, management of particularly critical reputational events, by means of a functional escalation process and the determination of short and long-term responses and mitigation and periodic reporting.

Nonetheless, the Issuer's risk management techniques and strategies may not be fully effective in mitigating its risk exposure in all economic market environments or against all types of risks, including risks that the Issuer fails to identify or anticipate. If existing or potential customers believe that the Issuer's risk management policies and procedures are inadequate, its reputation as well as its revenues and profits may be negatively affected.

Systemic risk

Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or default by other institutions because the commercial soundness of many financial institutions may be closely related as a result of credit, trading, clearing or other relationships between institutions. The risk is sometimes

referred to as "**systemic risk**" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with which the Issuer interacts on a daily basis and therefore could adversely affect BPER.

In order to get access to more efficient liquidity sources BPER has started a second covered bond programme (the "**Second Covered Bond Programme**"), structured on a conditional pass-through basis, on a residential and commercial mortgage cover pool. Risks related to such financial structured instruments are connected to the capacity of BPER to maintain the required over collateralisation ratio between the pools assigned as guarantees and the covered bonds issued under both the Second Covered Bond Programme. Should a combination of a sharp decrease of the residential or commercial mortgage loan production and an appreciable increase of the prepayment rate occur, such circumstance could affect BPER's capacity to ensure a suitable claim substitution according to the Second Covered Bond Programme provisions.

Failure to satisfy the structure requirements under the Second Covered Bond Programme could adversely affect the Issuer's financial performance and business activities.

5. Risks related to the political, environmental, social and governance of the Issuer

Catastrophic events, terrorist attacks and similar events

Catastrophic events, terrorist attacks and similar events, as well as the responses thereto, may create economic and political uncertainties, which could have a negative impact on economic conditions in the regions in which the Issuer operates and, more specifically, on the business and results of the Issuer in ways that cannot be predicted.

Factors that may affect the Guarantor's ability to fulfil its obligations under or in connection with the Covered Bonds issued under the Programme

The risks below have been classified into the following categories

1. *Risks relating to the Guarantor;*
2. *Risks relating to the underlying.*

1. **Risks relating to the Guarantor**

Guarantor is only obliged to pay guaranteed amounts on the Scheduled Due for Payment Date

The Guarantor has the obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee upon the service by the Representative of the Covered Bondholders on the Guarantor:

a) following the occurrence of an Issuer Event of Default, of a Notice to Pay; and

b) following the occurrence of a Guarantor Event of Default, of an Acceleration Notice.

A Notice to Pay can only be served if an Issuer Event of Default occurs. An Acceleration Notice can only be served if a Guarantor Event of Default occurs.

Following the service of a Notice to Pay on the Guarantor (provided that (i) an Issuer Event of Default has occurred and (ii) no Acceleration Notice has been served) under the terms of the Covered Bond Guarantee, the Guarantor will be obliged to pay Guaranteed Amounts on the Scheduled Due for Payment Date. Such payments will be subject to and will be made in accordance with the Post-Issuer Event of Default Priority of Payments.

Pursuant to the Covered Bond Guarantee, following the service of a Notice to Pay, but prior to the service of an Acceleration Notice, the Guarantor shall substitute the Issuer in every and all obligations of the Issuer towards the Covered Bondholders, so that the rights of payment of the Covered Bondholders in such circumstance will only be the right to receive payments of the Scheduled Interest and the Scheduled Principal

from the Guarantor on the Scheduled Due for Payment Date. In consideration of the substitution of the Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders *vis-à-vis* the Issuer and any amount received, collected or recovered from the Issuer will form part of the Available Funds.

Furthermore, please note that the above restrictions are provided for by the MEF Decree and contractual arrangements under the Covered Bond Guarantee and the other Transaction Documents, and there is no case-law or other official interpretation on this issue. Therefore, it cannot be excluded that a court might uphold a Covered Bondholder's right to act directly against the Issuer.

Extendable obligations under the Covered Bond Guarantee

With respect to the Series of Covered Bonds in respect of which the Extended Maturity Date is specified as applicable in the relevant Final Terms, if the Guarantor is obliged under the Covered Bond Guarantee to pay a guaranteed amount and has insufficient funds available under the relevant priority of payments to pay such amount on the Extension Determination Date, then the obligation of the Guarantor to pay such guaranteed amounts shall automatically be deferred to the relevant Extended Maturity Date. However, to the extent the Guarantor has sufficient moneys available to pay in part the guaranteed amounts in respect of the relevant Series of Covered Bonds, the Guarantor shall make such partial payment in accordance with the relevant Priorities of Payments, as described in Condition 7 (*Redemption and Purchase*), on the relevant Maturity Date and any subsequent Scheduled Payment Date falling prior to the relevant Extended Maturity Date. Payment of the unpaid amount shall be deferred automatically until the applicable Extended Maturity Date. Interest will continue to accrue and be payable on the unpaid guaranteed amount on the basis set out in the applicable Final Terms or, if not set out therein, Condition 7 (*Redemption and Purchase*), *mutatis mutandis*. In these circumstances, except where the Guarantor has improperly withheld or refused to apply moneys in accordance with the relevant Priorities of Payments in accordance with Condition 7 (*Redemption and Purchase*), failure by the Guarantor to pay the relevant guaranteed amount on the Maturity Date or any subsequent CB Payment Date falling prior to the Extended Maturity Date (or the relevant later date in case of an applicable grace period) shall not constitute a Guarantor Event of Default. However, failure by the Guarantor to pay any guaranteed amount or the balance thereof, as the case may be, on the relevant Extended Maturity Date and/or pay any other amount due under the Covered Bond Guarantee will (subject to any applicable grace period) constitute a Guarantor Event of Default.

No gross-up for taxes by the Guarantor

Notwithstanding anything to the contrary in this Base Prospectus, if withholding for or on account of, or deduction of any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of Italy, any authority therein or thereof having power to tax, the Guarantor will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Covered Bondholders, as the case may be, and shall not be obliged to pay any additional amounts to the Covered Bondholders.

Limited resources available to the Guarantor

The obligation of the Guarantor to fulfil its obligation under the Covered Bonds Guarantee will be limited recourse to the Available Funds.

The Guarantor's ability to meet its obligations under the Covered Bond Guarantee will depend on the realisable value of the Cover Pool, the amount of principal and interest generated by the Cover Pool and the timing thereof, the proceeds of any Eligible Investments and amounts received from the Swap Counterparties and the Account Banks. The Guarantor will not have any other source of funds available to meet its obligations under the Covered Bond Guarantee.

If a Guarantor Event of Default occurs, the proceeds of the Cover Pool, the proceeds of any Eligible Investment and the amounts received from the Swap Counterparties and the Account Banks may not be sufficient to meet the claims of all the Secured Creditors, including the Covered Bondholders. If the Secured Creditors have not received the full amount due to them pursuant to the terms of the Transaction Documents, then they may still have an unsecured claim against the Guarantor for the shortfall. There is no guarantee that the Guarantor will have sufficient funds to pay that shortfall.

Covered Bondholders should note that the Asset Coverage Test and the Amortisation Test have been structured to ensure that the outstanding nominal amount of the Cover Pool shall be equal to, or greater than, the nominal amount of the outstanding Covered Bonds taking into account the relevant negative cost of carry. In addition, the MEF Decree provides for certain further mandatory tests aimed at ensuring, *inter alia*, that (a) the net present value of the Cover Pool (net of certain costs) shall be equal to, or greater than, the net present value of the Covered Bonds; and (b) the amount of interests and other revenues generated by the Cover Pool (net of certain costs) shall be equal to, or greater than, the interests and costs due by the Issuer under the Covered Bonds.

However, there is no assurance that there will not be a shortfall. For further details, see the section headed "*Maintenance of the Cover Pool*" below.

Reliance of the Guarantor on third parties

The Guarantor has entered into agreements with a number of third parties, which have agreed to perform services for the Guarantor. In particular, but without limitation, the Servicer has been (and any Successor Servicer may be) appointed to service the Cover Pool and the Asset Monitor has been appointed to monitor compliance with the Tests. In the event that any of those parties fails to perform its respective obligations under the relevant agreement to which it is a party, the realisable value of the Cover Pool or any part thereof may be affected, or, pending such realisation (if the Cover Pool or any part thereof cannot be sold), the ability of the Guarantor to make payments under the Covered Bond Guarantee may be affected. For instance, if the Servicer has failed to adequately administer the Cover Pool, this may lead to higher incidences of non-payment or default by Debtors.

If a Servicer Termination Event in respect of the Servicer occurs pursuant to the terms of the Servicing Agreement, then the Guarantor and/or the Representative of the Covered Bondholders will be entitled to terminate the appointment of the relevant Servicer and appoint a Successor Servicer in its place. There can be no assurance that a substitute servicer with sufficient experience in administering the Cover Pool would be found who would be willing and able to service the Cover Pool on the terms of the Servicing Agreement. The ability of a Successor Servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a Successor Servicer may affect the realisable value of the Cover Pool or any part thereof, and/or the ability of the Guarantor to make payments under the Covered Bond Guarantee.

The Servicer has no obligation to advance payments if any Debtor fails to make any payments in a timely manner. Covered Bondholders will have no right to consent to or approve of any actions taken by the Servicer under the Servicing Agreement.

The Representative of the Covered Bondholders is not obliged in any circumstances to act as a Servicer or to monitor the performance by the Servicer of its obligations.

Reliance on Swap Counterparties

Following the service of a Notice to Pay, the Guarantor expects to meet its obligations under the Covered Bonds and the Covered Bond Guarantee primarily from collections in respect of the Cover Pool. To protect the Guarantor from (a) the basis risk and (b) the interest rate risk on the Cover Pool, the Guarantor may enter

into any Mortgage Pool Swaps with one or more Mortgage Pool Swap Counterparties on the relevant Issue Date. In addition, to provide a hedge against interest rate risk, basis risk or (to the extent that Covered Bonds are denominated in a currency other than Euro) currency risks in respect of amounts received under the Mortgage Pool Swaps and amounts to be paid in respect of the Covered Bonds, the Guarantor has entered into one and may in the future enter into additional Covered Bond Swaps with one or more Covered Bond Swap Counterparties.

If the Guarantor fails to make timely payments of amounts due under any Swap Agreement, then it will (unless otherwise stated in the relevant Swap Agreement) have defaulted under that Swap Agreement. A Swap Counterparty is (unless otherwise stated in the relevant Swap Agreement) only obliged to make payments to the Guarantor as long as the Guarantor complies with its payment obligations under the relevant Swap Agreement. If the relevant Swap Counterparty fails to provide the Guarantor with all amounts (denominated in the relevant currency) owing to the Guarantor (if any) on any payment date under the relevant Swap Agreement, or should the relevant swap transactions be otherwise terminated, then the Guarantor will be exposed to changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest. In addition, subject to confirmation by the Rating Agency, the Guarantor may hedge only part of the potential risk and, in such circumstances, may have insufficient funds to make payments under the Covered Bonds or the Covered Bond Guarantee.

If a Swap Agreement terminates, then the Guarantor may be obliged to make a termination payment to the relevant Swap Counterparty. There can be no assurance that the Guarantor will have sufficient funds available to make a termination payment under the relevant Swap Agreement, nor can there be any assurance that the Guarantor will be able to enter into a replacement swap agreement, or, if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agency. In addition, the Swap Agreements may provide that, notwithstanding the relevant Swap Counterparty ceasing to be assigned the requisite ratings and failure by such Swap Counterparty to take the remedial action set out in the relevant Swap Agreement, the Guarantor may not terminate such Swap Agreement until a replacement swap counterparty has been found. There can be no assurance that the Guarantor will be able to enter into a replacement swap agreement with a replacement swap counterparty with the requisite ratings.

If the Guarantor is obliged to pay a termination payment under any Swap Agreement, such termination payment may rank *pari passu* with (or, under certain circumstances, ahead of) certain amounts due on the Covered Bonds and with amounts due under the Covered Bond Guarantee. Accordingly, the obligation to pay a termination payment may adversely affect the ability of the Issuer and the Guarantor to meet their respective obligations under the Covered Bonds or the Covered Bond Guarantee.

VAT Group

Italian Law no. 232 of 11 December 2016 (the "**2017 Budget Law**") has introduced new rules regarding the creation of a single entity for value added tax purposes (articles from 70-bis to 70-duodecies of Presidential Decree no. 633 of 26 October 1972) (the "**VAT Group Regime**"), which, if so elected by an entity, apply from 1 January 2019. Pursuant to such rules, the entity acting as VAT group representative is responsible for the exercise of the rights and obligations arising from the application of the VAT Group Regime provisions. All other entities included in the VAT group are jointly and severally liable with the VAT group representative vis-à-vis the Italian Tax Authority for the sums due as a result of the liquidation and controlling activities of the Italian Tax Authority in respect of the VAT provisions.

On 31 October 2018, the Italian Tax Authority issued the circular letter no. 19 whereby it has specified – with respect to asset management companies (*società di gestione del risparmio - SGR*) - that funds, as pools of segregated assets, would not be held directly responsible for the sums due as taxes, interest and penalties as a

consequence of the liquidation and controlling activities of the Italian Tax Authority, except for the VAT payment obligations specifically related to their own assets. Nevertheless, it has not been expressly specified that the same limitation applies also to the assets held by a covered bond guarantor or a securitisation vehicle.

The Issuer has opted for the new VAT Group Regime in respect of the Issuer's group (including the Guarantor) with effect from 1 January 2019 and for the three-year period 2019-2021, with tacit renewal for each subsequent year unless revoked. Pending further clarification on the scope of application of the new rules, the Issuer has undertaken to hold harmless and indemnify on demand the Guarantor for any costs, expenses, losses, liabilities, damages, fines, penalties and other charges which the Guarantor may incur as a result of its participation in the VAT group to the fullest extent permitted by applicable laws, with the exception of those costs, expenses, interests, penalties, liabilities and other charges which are directly attributable to the Guarantor on its ordinary course of business and without prejudice to the obligations and rights of the Issuer as "*rappresentante*" of the VAT group in accordance with the 2017 Budget Law.

2. **Risks relating to the underlying**

Limited description of the Cover Pool

Covered Bondholders will not receive detailed statistics or information in relation to the Cover Pool, because it is expected that the composition of the Cover Pool will frequently change due to, for instance:

a) any Additional Seller or the Issuer selling further Subsequent Receivables (or Subsequent Receivables which are of a type that have not previously been comprised in the Cover Pool) to the Guarantor;

b) any Additional Seller or the Issuer, repurchasing certain Receivables in accordance with the relevant Master Transfer Agreement; and

c) the Servicer being granted by the Guarantor certain power to renegotiate the terms and conditions of the Receivables arising under the Mortgage Loans comprised within the Cover Pool.

However, each Receivable arising under the Mortgage Loans will be required to meet the Criteria and to comply with the representations and warranties set out in the relevant Warranty and Indemnity Agreement – see the section headed "*Description of the Transaction Documents – BPER Warranty and Indemnity Agreement*", below In addition, the Mandatory Tests and the Asset Coverage Test are intended to ensure, *inter alia*, that the ratio of the Guarantor's assets to the Covered Bonds is maintained at a certain minimum level and the Calculation Agent will provide on each Calculation Date a report that will set out, *inter alia*, certain information in relation to the Mandatory Tests and the Asset Coverage Test.

Nonetheless, the main Cover Pool composition details are available on the Issuer's website and updated on a quarterly basis pursuant to article 129, paragraph 7, of CRR.

No due diligence on the Cover Pool

None of the Arranger, any Dealer, the Issuer, the Guarantor or the Representative of the Covered Bondholders has undertaken or will undertake any investigations, searches or other actions in respect of any of the Receivables and/or the Integration Assets. Instead, the Guarantor will rely on the General Criteria and the Specific Criteria and the relevant representations/warranties given by the Sellers in the relevant Warranty and Indemnity Agreement. The remedy provided for in the relevant Warranty and Indemnity Agreement for breach of representation or warranty is for the relevant Seller to indemnify and hold harmless the Guarantor in respect of losses arising from such breach and for the Guarantor to exercise an option right, pursuant to Article 1331 of the Italian civil code, to retransfer the Receivables, in respect of which a breach of the representation or warranty has occurred, in accordance with the terms and conditions set out in the relevant Warranty and Indemnity Agreement. Such obligations are not guaranteed by nor will they be the responsibility of any person other than the relevant Seller and neither the Guarantor nor the Representative of

the Covered Bondholders will have recourse to any other person in the event that the relevant Seller, for whatever reason, fails to meet such obligations. However, pursuant to the Cover Pool Administration Agreement, the assets which do not qualify as Eligible Cover Pool are excluded by the calculation of the Test and, in case of breach of the Test due to such exclusion, the Issuer or, failing the Issuer to do so, the relevant Additional Seller shall integrate the Cover Pool.

Maintenance of the Cover Pool

Pursuant to the terms of the BPER Master Transfer Agreement and Cover Pool Administration Agreement, the Issuer agreed to transfer Subsequent Receivables and/or Integration Assets to the Guarantor and the Guarantor has agreed to purchase Subsequent Receivables and/or Integration Assets in order to ensure that the Cover Pool complies with the Tests. The Initial Receivables purchase price shall be funded through the proceeds of the first advance under the BPER Subordinated Loan Agreement and the purchase price for the Subsequent Receivables transferred by the Issuer will be funded through (a) any Available Funds available in accordance with the Pre-Issuer Event of Default Principal Priority of Payments in case of a Revolving Assignment; and (b) the proceeds of the BPER Subordinated Loan Agreement in case of an Issuance Assignment; (c) the proceeds of the BPER Subordinated Loan Agreement and, subject to certain conditions, any Available Funds available in accordance with the Pre-Issuer Event of Default Principal Priority of Payments in case of an Integration Assignment.

If an Additional Seller accedes to the Programme, pursuant to the terms of the relevant Additional Master Transfer Agreement and the Cover Pool Administration Agreement, such Additional Seller will agree to transfer Subsequent Receivables and/or Integration Assets to the Guarantor and the Guarantor will agree to purchase such Subsequent Receivables and/or Integration Assets. The purchase price for the Subsequent Receivables transferred by such Additional Seller will be funded through (i) any Available Funds available in accordance with the Pre-Issuer Event of Default Principal Priority of Payments, in case of a Revolving Assignment; (ii) the proceeds of the relevant Additional Subordinated Loan Agreement, in case of an Issuance Assignment; and (iii) the proceeds of the relevant Additional Subordinated Loan Agreement and, subject to certain conditions, any Available Funds available in accordance with the Pre-Issuer Event of Default Principal Priority of Payments, in case of an Integration Assignment.

Under the terms of the Cover Pool Administration Agreement, the Issuer has undertaken (and the Additional Seller(s), if any, will undertake upon accession to the Cover Pool Administration Agreement) to ensure that on each Calculation Date and/or Monthly Calculation Date and/or and on each other day on which the Asset Coverage Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Cover Pool complies with the Tests. If, on any Calculation Date and/or Monthly Calculation Date and on each other day on which the Test is to be carried out pursuant to the Transaction Documents, the Cover Pool does not comply with the Tests, then the Guarantor shall, prior to the occurrence of an Issuer Event of Default, to any possible extent, use the Available Funds to purchase Subsequent Receivables and/or Integration Assets in order to cure the relevant Test. To the extent the Available Funds are not sufficient, the Issuer shall sell to the Guarantor Integration Assets and/or Subsequent Receivables, in an amount sufficient to permit to satisfy the Tests on the next following Monthly Calculation Date, and the purchase price of such Subsequent Receivables will be funded through the proceeds of the relevant Subordinated Loan Agreement. In the event the Issuer fails to cure the relevant Test, any Additional Seller (if any) shall sell, and the Guarantor shall purchase, as soon as possible, sufficient Subsequent Receivables and/or Integration Assets. If the Tests are not satisfied on the immediately following Monthly Calculation Date, the Representative of the Covered Bondholders will serve a Breach of Tests Notice on the Issuer and the Guarantor. The Representative of the Covered Bondholders shall revoke the Breach of Tests Notice if, on or before the immediately following Monthly Calculation Date, the Tests are subsequently satisfied and without prejudice to the obligation of the Representative of the Covered Bondholders to serve a

Breach of Tests Notice in the future. If, following the delivery of a Breach of Tests Notice, the Tests are not satisfied on or before the immediately following Monthly Calculation Date, the Representative of the Covered Bondholders may, at its sole discretion, and shall if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve a Notice to Pay on the Issuer and the Guarantor.

If the aggregate collateral value of the Cover Pool has not been maintained in accordance with the terms of the Tests, the realisable value of the Cover Pool or any part thereof (both before and after the occurrence of a Guarantor Event of Default) and/or the ability of the Guarantor to make payments under the Covered Bond Guarantee may be affected. However, failure to satisfy the Amortisation Test on any Calculation Date following a service of a Notice to Pay will constitute a Guarantor Event of Default, thereby entitling the Representative of the Covered Bondholders to accelerate the Covered Bonds against the Issuer (to the extent not already accelerated against the Issuer) and the Guarantor's obligations under the Covered Bond Guarantee against the Guarantor subject to and in accordance with the Conditions.

Subject to receipt of the relevant information from the Issuer, the Asset Monitor will perform specific agreed upon procedures set out in an engagement letter entered into with the Issuer on or about the Initial Issue Date concerning, *inter alia*, the control of: (i) the fulfilment of the eligibility criteria set out under the MEF Decree with respect to the Receivables and the Integration Assets included in the Cover Pool; (ii) the calculation performed by the Issuer in respect of the Mandatory Tests; (iii) the compliance with the limits to the transfer of the Receivables set out under the MEF Decree; (iv) the effectiveness and adequacy of the risk protection provided by any Swap Agreement entered into in the context of the Programme and (v) the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to article 129, paragraph 7, of CRR. In addition, the Asset Monitor will, pursuant to the terms of the Asset Monitor Agreement, (I) prior to the delivery of Notice to Pay, verify on behalf of the Issuer, the calculations performed by the Calculation Agent in respect of the Mandatory Tests and the Asset Coverage Test; and (II) following the delivery of a Notice to Pay, verify, on behalf of the Guarantor, the calculations performed by the Calculation Agent in respect of the Mandatory Tests and the Amortisation Test. For further details, see the section headed "*Description of the Transaction Documents – Asset Monitor Agreement*", below.

The Representative of the Covered Bondholders shall not be responsible for monitoring compliance with, nor the verification of, the Tests or any other test, or supervising the performance by any other party of its obligations under any Transaction Document.

Sale of Selected Assets following the service of a Notice to Pay (but prior to the service of an Acceleration Notice)

If a Notice to Pay is served on the Issuer and the Guarantor, then the Guarantor may be obliged to direct the Servicer to sell Selected Assets (selected on a random basis) in order to make payments to the Guarantor's creditors, including making payments under the Covered Bond Guarantee; see the section headed "*Description of the Transaction Documents – Cover Pool Administration Agreement*", below.

There is no guarantee that a buyer will be found to acquire Selected Assets at the times required and there can be no guarantee or assurance as to the price which may be able to be obtained for such Selected Assets, which may affect payments under the Covered Bond Guarantee. However, the Selected Assets may not be sold by the Guarantor for less than an amount equal to the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds until six months prior to the Maturity Date in respect of such Covered Bonds or (if the same is specified as applicable in the relevant Final Terms) the Extended Maturity Date in respect of such Covered Bonds. In the six months prior to, as applicable, the Maturity Date or Extended Maturity Date, the Guarantor is obliged to direct the Cover Pool Manager to immediately sell the Selected Assets at the best price reasonably available, taking into account the market conditions at that time ensuring that the Sellers will have the right to exercise their pre-emption right in accordance with the relevant Master Transfer Agreement.

Realisation of assets following the service of an Acceleration Notice

If an Acceleration Notice is served on the Guarantor, then the Representative of the Covered Bondholders shall, in the name and on behalf of the Guarantor, instruct the Cover Pool Manager to use all reasonable endeavours to procure that the Selected Assets will be sold as quickly as reasonably practicable, taking into account the market conditions at that time and use the proceeds from the liquidation of the Cover Pool towards payment of all secured obligations in accordance with the Post-Guarantor Event of Default Priority of Payments (see the section headed "*Description of the Transaction Documents – Cover Pool Administration Agreement*" below).

There is no guarantee that the proceeds of realisation of the Cover Pool will be in an amount sufficient to repay all amounts due to creditors (including the Covered Bondholders) under the Covered Bonds and the Transaction Documents. If an Acceleration Notice is served on the Guarantor, then the Covered Bonds may be repaid sooner or later than expected or not at all.

Factors that may affect the realisable value of the Cover Pool or the ability of the Guarantor to make payments under the Covered Bond Guarantee

Following the service of a Notice to Pay on the Issuer and on the Guarantor, the realisable value of Selected Assets comprised in the Cover Pool may be reduced (which may affect the ability of the Guarantor to make payments under the Covered Bond Guarantee) by, *inter alia*:

a) default by borrowers of amounts due under the relevant Mortgage Loans;

b) changes to the lending criteria of any of the Sellers;

c) set-off risks in relation to some types of Receivables arising under the Mortgage Loans comprised in the Cover Pool;

d) limited recourse to the Guarantor;

e) possible regulatory changes by the Bank of Italy, CONSOB and other regulatory authorities;

f) adverse movement of the interest rate not mitigated by the Mortgage Pool Swap;

g) unwinding cost related to the hedging structure;

h) timing for the relevant sale of assets;

i) status of the real estate market in the areas where the Issuer operates; and

j) regulations in Italy that could lead to some terms of the Receivables arising under the Mortgage Loans being unenforceable.

Each of these factors is considered in more detail below. However, it should be noted that the Mandatory Tests, the Asset Coverage Test, the Amortisation Test, the Pre-Maturity Test and the Criteria are intended to ensure that there will be an adequate amount of Receivables in the Cover Pool to enable the Guarantor to repay the Covered Bonds following the service of a Notice to Pay on the Issuer and on the Guarantor and, accordingly, it is expected (although there is no assurance) that Selected Assets could be realised for sufficient values to enable the Guarantor to meet its obligations under the Covered Bond Guarantee.

Priority of Payments

The validity of contractual priority of payments such as those contemplated in this transaction has been challenged recently in the English and U.S. courts. The hearings have arisen due to the insolvency of a secured creditor (in that case, a swap counterparty) and have considered whether such payment priorities breach the "anti-deprivation" principle under English and U.S insolvency law. This principle prevents a party

from agreeing to a provision that deprives its creditors of an asset upon its insolvency. It was argued that, where a secured creditor subordinates itself to bondholders in the event of its insolvency, that secured creditor effectively deprives its own creditors. The Supreme Court of the United Kingdom in Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc [2011] UKSC 38 (the "**Perpetual Case**") unanimously upheld the decision of the Court of Appeal in dismissing this argument and upholding the validity of a flip clause contained in an English-law governed security document, stating that, provided that such clause forms part of a commercial transaction entered into in good faith which does not have as its predominant purpose, or one of its main purposes, the deprivation of one of the properties of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provision.

In parallel proceedings in New York, the U.S. Bankruptcy Court for the Southern District of New York in Lehman Brothers Special Financing Inc.'s v. BNY Corporate Trustee Services Limited. (In re Lehman Brothers Holdings Inc.), Adv. Pro. No. 09-1242-JMP (Bankr. S.D.N.Y. May 20, 2009) examined the same flip clause and held that such a provision, which seeks to modify one creditor's position in a priority of payments when that creditor files for bankruptcy, is unenforceable under the US Bankruptcy Code. Whilst leave to appeal was granted, the proceedings in the United States were settled before an appeal was heard. Therefore concerns still remain that the U.S. courts will diverge in their approach.

There remains the issue whether, in respect of the foreign insolvency proceedings relating to a creditor located in a foreign jurisdiction, an English court will exercise its discretion to recognise the effects of the foreign insolvency proceedings, whether under the Cross Border Insolvency Regulations 2006 or any similar common law principles. Given the current state of U.S. law, this is likely to be an area of continued judicial focus in respect of multi-jurisdictional insolvencies.

Additionally, as a result of the conflicting statements of the English and New York courts there is uncertainty as to whether the English courts will give any effect to any New York court judgment. Similarly, if the Priorities of Payments are the subject of litigation in any jurisdiction outside England and Wales and such litigation results in a conflicting judgment in respect of the binding nature of the Priorities of Payments it is possible that termination payments due to that Swap Counterparty would not be subordinated as envisaged by the Priorities of Payments and as a result, the Guarantor's' ability to repay the Covered Bondholders in full may be adversely affected. There is a particular risk of conflicting judgments where a Swap Counterparty is the subject of bankruptcy or insolvency proceedings outside of England and Wales.

Value of the Cover Pool

The Covered Bond Guarantee granted by the Guarantor in respect of the Covered Bonds will be backed by the Cover Pool and the recourse against the Guarantor will be limited to such assets. Since the economic value of the Cover Pool may increase or decrease, the value of the Guarantor's assets may decrease (for example, if there is a general decline in property values). The Issuer makes no representation, warranty or guarantee that the value of a real estate asset will remain at the same level as it was on the date of the origination of the related Mortgage Loan or at any other time. If the residential property market in Italy experiences an overall decline in property values, the value of the Mortgage Loan could be significantly reduced and, ultimately, may result in losses to the Covered Bondholders if such security is required to be enforced.

No representations or warranties to be given by the Guarantor or the Sellers if Selected Assets and their related security interests are to be sold

After the service of a Notice to Pay on the Guarantor, but prior to service of an Acceleration Notice, the Guarantor shall, if necessary to effect timely payments under the Covered Bonds, sell the Selected Assets and their related security interests included in the Cover Pool, subject to a right of pre emption granted to the relevant Seller pursuant to the terms of the relevant Master Transfer Agreement and the Cover Pool

Administration Agreement. In respect of any sale of Selected Assets and their related security interests to third parties, however, the Guarantor will not provide any warranties or indemnities in respect of such Selected Assets and related security interests and there is no assurance that the relevant Seller would give or repeat any warranties or representations in respect of the Selected Assets and related security interests originally transferred by it or if it has not consented to the transfer of such warranties or representations. Any representations or warranties previously given by the relevant Seller in respect of the Mortgage Loans assigned in the Cover Pool may not have value for a third party purchaser if such Seller is then insolvent. Accordingly, there is a risk that the realisable value of the Selected Assets and related security interests could be adversely affected by the lack of representations and warranties which in turn could adversely affect the ability of the Guarantor to meet its obligations under the Covered Bond Guarantee.

Claw-back of the sale of the Receivables arising under the Mortgage Loans

Assignments executed under Law 130 and the OBG Regulations are subject to claw-back on bankruptcy under article 67 of the Bankruptcy Law but only in the event that the declaration of bankruptcy of the relevant Seller is made within three months of the covered bonds transaction (or of the purchase of the relevant Receivables) or, in cases where paragraph 1 of article 67 applies (e.g. if the payments made or the obligations assumed by the bankrupt party exceed, by more than one-fourth, the consideration received or promised), within six months of the covered bonds transaction (or of the purchase of the relevant Receivables).

The Additional Sellers

Any Additional Seller which may accede to the Programme will be Italian credit institutions belonging to the BPER Banking Group but separate legal entities from the Issuer. The Additional Sellers (if any) may be subject to insolvency proceedings under Italian law. Such event would not constitute an Issuer Event of Default in itself. An insolvency of any of the Additional Sellers may affect certain rights and obligations of the Guarantor, for example limiting the duty of the Guarantor to purchase assets from the relevant Additional Seller, or the ability of such Additional Seller to repurchase assets under the relevant Master Transfer Agreement, or to remedy breach of the Test on the Cover Pool.

Default by borrowers in paying amounts due on their Mortgage Loans

Borrowers may default on their obligations due under the Mortgage Loans for a variety of reasons. The Mortgage Loans are affected by credit, liquidity and interest rate risks. Various factors influence delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Certain factors may lead to an increase in default by the borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Mortgage Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in default and of bankruptcy on the part of borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Mortgage Loans. In addition, the ability of a borrower to sell a property given as security for a Mortgage Loan at a price sufficient to repay the amounts outstanding under that Mortgage Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

The recovery of amounts due in relation to Non Performing Loans will be subject to the effectiveness of enforcement proceedings in respect of the Receivables arising under the Mortgage Loans which in Italy can take a considerable amount of time depending on the type of action required and where such action is taken and on several other factors, including the following: proceedings in certain courts involved in the enforcement of the Mortgage Loans and Mortgages may take longer than the national average; obtaining title deeds from land registries which are in process of computerising their records can take up to two or three

years; further time is required if it is necessary to obtain an injunction decree (*decreto ingiuntivo*) and if the relevant debtor raises a defence to or counterclaim in the proceedings; and it takes an average of six to eight years from the time lawyers commence enforcement proceedings until the time an auction date is set for the forced sale of any real estate asset.

Insurance coverage

All Mortgage Loans provide that the relevant real estate assets must be covered by an insurance policy issued by leading insurance companies approved by the relevant Sellers against damages from fire, destruction and explosion (each an "**Insurance Policy**"). There can be no assurance that all risks that could affect the value of the real estate assets are or will be covered by the relevant Insurance Policy or that, if such risks are covered, the insured losses will be covered in full. Any loss incurred in relation to the real estate assets which is not covered (or which is not covered in full) by the relevant Insurance Policy could adversely affect the value of the real estate assets and the ability of the relevant Debtor to repay the relevant Mortgage Loan.

Changes to the lending criteria of the Issuer and the Additional Sellers

Each of the Mortgage Loans originated by the Issuer and the Additional Sellers (if any) will have been originated in accordance with the applicable lending criteria at the time of origination. Each of the Mortgage Loans sold to the Guarantor by the Issuer and the Additional Sellers (if any), but originated by a person other than the Issuer and the Additional Sellers (if any) (an "**Originator**"), will have been originated in accordance with the lending criteria of such Originator at the time of origination. It is expected that the relevant Sellers' or the relevant Originators', as the case may be, lending criteria will generally consider the term of loan, the indemnity guarantee policies, the status of applicants and the credit history. In the event of the sale or transfer of any Mortgage Loans to the Guarantor, the Issuer and the Additional Sellers (if any) will warrant that (a) such Mortgage Loans as were originated by it were originated in accordance with such Seller's lending criteria applicable at the time of origination and (b) such Mortgage Loans, if originated by an Originator, were originated in accordance with the relevant Originator's lending criteria applicable at the time of origination. Each of the Issuer and the Additional Sellers (if any) retains the right to revise its lending criteria from time to time subject to the terms of the relevant Master Transfer Agreement and of the Servicing Agreement. An Originator may additionally revise its lending criteria at any time. However, if such lending criteria change in a manner that affects the creditworthiness of the Mortgage Loans, that may lead to increased defaults by borrowers and may affect the realisable value of the Cover Pool and the ability of the Guarantor to make payments under the Covered Bond Guarantee. However, Non Performing Loans in the Cover Pool will be given a zero weighting for the purposes of the calculation of the Mandatory Tests and the Asset Coverage Test.

Legal risks relating to the Mortgage Loans

The ability of the Guarantor to recover payments of interest and principal from the Mortgage Loans is subject to a number of legal risks. These include the risks set out below.

Set-off risks

Pursuant to article 1248 of the Italian law civil code and Law 130, in the context of an assignment of monetary claims, notwithstanding the notification of the assignment to the debtor, the debtor retains the right to set-off any claims owed to him/her by the assigning creditor, provided that they arose prior to the notification date, against the amount due by him/her to the relevant owner, from time to time, of the assigned monetary claim. The debtors under the Mortgage Loans are entitled to exercise rights of set-off in respect of amounts due under any Mortgage Loan to the Guarantor against any amounts payable by the Issuer or, if the relevant Mortgage Loan was transferred by an Additional Seller, such relevant Additional Seller to the relevant Debtor which came into existence (were *crediti esistenti*) prior to the later of: (a) the publication of

the notice of assignment in the Italian Official Gazette (*Gazzetta Ufficiale della Repubblica Italiana*) and (b) the registration of such notice in the competent companies register.

The assignment of receivables under Law 130 is governed by Article 58, paragraph 2, 3 and 4, of the Banking Act. According to the prevailing interpretation of such provision, such assignment becomes enforceable against the relevant Debtors as of the later of (a) the date of the publication of the notice of assignment in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*), and (b) the date of registration of the notice of assignment in the local Companies' Register. Consequently, the rights of the Guarantor may be subject to the direct rights of the borrowers against the relevant Seller or, as applicable the relevant originator, including rights of set-off on claims arising existing prior to notification in the Official Gazette and registration at the Companies' Register. Some of the Mortgage Loans in the Cover Pool may have increased risks of set-off, because the relevant Seller or, as applicable, the relevant originator is required to make payments under them to the borrowers. In addition, the exercise of set-off rights by borrowers may adversely affect any sale proceeds of the Cover Pool and, ultimately, the ability of the Guarantor to make payments under the Covered Bond Guarantee.

Furthermore, Law Decree No. 145 of 23 December 2013 (*Decreto Destinazione Italia*) as converted with amendments into Law No. 9 of 21 February 2014 (the "**Destinazione Italia Decree**") introduced, inter alia, certain amendments to article 4 of Law 130. As a consequence of such amendments, it is now expressly provided by Law 130 that the Debtors cannot exercise rights of set-off against the Guarantor on claims arising vis-à-vis the Seller after the publication of the notice of assignment in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*).

It should be noted, however, that the Asset Coverage Test seeks to take account of the potential set-off risk associated with borrowers holding deposits with the relevant Seller (although there is no assurance that all such risks will be accounted for).

Usury Law

The interest payments and other remuneration paid by the Borrowers under the Mortgage Loans are subject to Italian law No. 108 of 7 March 1996 (the "**Usury Law**"), which introduced legislation preventing lenders from applying interest rates equal to, or higher than, rates (the "**Usury Rates**") set every three months on the basis of a decree issued by the Italian Treasury (the last such decree having been issued on 25 June 2020). In addition, even where the applicable Usury Rates are not exceeded, interest and other benefits and/or remuneration may be held to be usurious if: (a) they are disproportionate to the amount lent (taking into account the specific situations of the transaction and the average rate usually applied for similar transactions); and (b) the person who paid or agreed to pay them was in financial and economic difficulties. The provision of usurious interest, benefits or remuneration has the same consequences as non-compliance with the Usury Rates.

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

The Italian Constitutional Court has rejected, with decision No. 29/2002 (deposited on 25 February 2002), a constitutional exception raised by the Court of Benevento (2 January 2001) concerning article 1, paragraph 1,

of the Usury Law Decree (now reflected in article 1, paragraph 1 of the above mentioned conversion law No. 24 of 28 February 2001). In so doing, it has confirmed the constitutional validity of the provisions of the Usury Law Decree which hold that interest rates may be deemed to be void due to usury only if they infringe Usury Regulations at the time they are agreed between the borrower and the lender and not at the time such rates are actually paid by the borrower.

Overturning the previous case-law on the matter, by decision No. 24675/2017 the United Chambers of the Italian Supreme Court (Corte di Cassazione) has recently clarified that, for the purposes of Usury Law, the remuneration of any given financing must be below the applicable Usury Rate only at the time the terms of the financing were agreed. As a result, Usury Law would not be considered to be breached in case such a remuneration, originally lower than the applicable Usury Rate, exceeded a subsequently applicable Usury Rate at any point in time thereafter.

Furthermore, according to applicable case-law, also default interest rates are relevant and must be taken into account when verifying the compliance with the Usury Law. However, recent court precedents clarified that the applicable default interest rate and the items representing the remuneration of the relevant financing must not be added together for the purposes of such verification. As a result, the default interest rate, on the one hand, and the items representing the remuneration of the relevant financing (cumulatively considered), on the other hand, must each be separately and independently compared with the applicable Usury Rate.

Compounding of interest (anatocismo)

Pursuant to article 1283 of the Italian civil code, accrued interest in respect of a monetary claim or receivable may be capitalised after a period of not less than six months only (a) under an agreement subsequent to such accrual or (b) from the date when any legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices (*usi*) to the contrary. Banks and financial companies in the Republic of Italy have traditionally capitalised accrued interest on a quarterly basis on the grounds that such practice could be characterised as a customary practice (*uso normativo*). However, a number of recent judgments from Italian courts (including judgments from the Italian Supreme Court (*Corte di Cassazione*) No. 2374/99, No. 2593/2003, No. 21095/2004, No. 4094/2005, No. 10127/2005, No. 24418/2010, No. 24156/2017 and No. 15148/2018) have held that such practices are not *uso normativo* and that the contractual clauses providing for the capitalisation of accrued interest on a three-monthly basis, if agreed before April 2000, shall be considered null and void. Consequently, if customers of the relevant Seller were to challenge this practice and such interpretation of the Italian civil code were to be upheld before other courts in the Republic of Italy, there could be a negative effect on the returns generated from the Mortgage Loans.

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

Recently, article 17-*bis* of law decree No. 18 of 14 February 2016 as converted into law No. 59 of 8 April 2016 amended Article 120, paragraph 2, of the Banking Law, providing that interest shall not accrue on capitalised interest. Paragraph 2 of article 120 of the Banking Act also requires the CICRto establish the methods and criteria for the compounding of interest. Decree no. 343 of 3 August 2016 of the CICR,

implementing paragraph 2 of Article 120 of the Banking Act, has been published in the Official Gazette no. 212 of 10 September 2016. As a result of such amendments, it is confirmed that, in the context of banking transactions, the debit interest (with the exception of default interest) can never bear further interest.

Furthermore there have been two rulings of Italian Courts that have held that the calculations applicable to the instalments under certain mortgage loan agreements that were based upon the amortisation method known as "French amortisation" (i.e. mortgage loans with fixed instalments, made up of an amount of principal (that progressively increases) and an amount of interest (that decreases as repayments are calculated with a specific formula), triggered a violation of the Italian law provisions on the limitations on the compounding of interest (*divieto di anatocismo*). However, it should be pointed out that these were isolated judgements, still under appeal, and more recently various court rulings on the same matter have declared that the "French amortisation" method does not entail an illegal compounding element. However the Issuer is not able to exclude the risk that in the future other judgments may follow the two isolated decisions described above.

Mortgage Credit Directive

Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (the "**Mortgage Credit Directive**") sets out a common framework for certain aspects of the laws, regulations and administrative provisions of the Member States concerning agreements covering credit for consumers secured by a mortgage or otherwise relating to residential immovable property. The Mortgage Credit Directive provides for, amongst other things:

- standard information in advertising, and standard pre-contractual information;
- adequate explanations to the borrower on the proposed credit agreement and any ancillary service;
- calculation of the annual percentage rate of charge in accordance with a prescribed formula;
- assessment of creditworthiness of the borrower;
- a right of the borrower to make early repayment of the credit agreement; and
- prudential and supervisory requirements for credit intermediaries and non-bank lenders.

The Mortgage Credit Directive came into effect on 20 March 2014 and is required to be implemented in Member States by 21 March 2016**.**

The Mortgage Credit Directive has been implemented in Italy by way of Legislative Decree no. 72 of 21 April 2016 ("**Legislative Decree 72**"). Legislative Decree 72 introduced into the Banking ACt, under Title VI, a new Chapter 1-bis in relation to consumer mortgage credit, including, *inter alia*, a new Article 120 *quinquiesdecies*, pursuant to which a consumer and an entity authorised to grant loans in a professional manner in the Republic of Italy who are parties to a mortgage credit agreement may expressly agree, subject to the provisions of article 2744 of the Italian civil code, that, in case of non-payment of eighteen monthly instalments by the relevant debtor, the property of the debtor subject to security or the proceeds deriving from the sale thereof can be transferred to the creditor in discharge of all the outstanding obligations of the debtor vis-à-vis the creditor (even if the value of such property or the amount of such proceeds is lower than the residual debt). In the event that the value of the property of the debtor subject to security or amount of the proceeds deriving from the sale thereof is higher than the residual debt, the debtor will be entitled to receive the excess amount. The value of the property shall be determined by an independent expert chosen by the parties, or, if an agreement on the appointment of the expert is not reached between them, by the chairman of the competent court.

The provisions introduced by the Legislative Decree 72 allow the automatic transfer of the property subject to security from the debtor to the relevant creditor in discharge of all the relevant outstanding obligations. Provided that certain risks may arise from the management by the creditor of the relevant property, such new legislation is expected to facilitate the recovery of the relevant claims.

On 29 September 2016, the Ministry of Economy and Finance – Chairman of CICR (*Comitato Interministeriale per il Credito e il Risparmio*) issued decree no. 380 (the "**Decree 380**") which implemented Chapter 1-*bis* of Title VI of the Banking Act, with the view to creating a transparent and efficient market for consumer mortgage credit and providing an adequate level of protection to consumers. Further to Decree 380, on 30 September 2016 the Bank of Italy has published an amended version of its regulations on transparency of banking and financial operations (*Trasparenza delle operazioni e dei servizi bancari e finanziari. Correttezza delle relazioni tra intermediari e clienti*).

Given the novelty of this new legislation and the absence of any jurisprudential interpretation, the impact of such new legislation may not be predicted as at the date of this Base Prospectus.

Mortgage borrower protection

Certain legislation enacted in Italy, has given new rights and certain benefits to mortgage debtors and/or reinforced existing rights, including, *inter alia*:

- the right of prepayment of the principal amount of the mortgage loan, without incurring a penalty or, in respect of mortgage loan agreements entered into before 2 February 2007, at a reduced penalty rate (article 120-*ter* of the Italian Banking Act, introduced by Legislative Decree no. 141 of 13 August 2010 as amended by Legislative Decree no. 218 of 14 December 2010);

- right to the substitution (*portabilità*) of a mortgage loan with another mortgage loan and/or the right to request subrogation by an assignee bank into the rights of their creditors in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Civil Code, by eliminating the limits and costs previously borne by the borrowers for the exercise of such right (article 120-*quater* of the Italian Banking Act, introduced by Legislative Decree No. 141 of 13 August 2010 as amended by Legislative Decree No. 218 of 14 December 2010);

- the right of first home-owners to suspend instalment payments under mortgage loans up to a maximum of two times and for a maximum aggregate period of 18 months (Law No. 244 of 24 December 2007, as subsequently implemented by the ministerial decree No. 132 of the Ministry of Treasury and Finance (*Ministero dell'economia e delle finanze*));

- the right to suspend the payment of principal instalments relating to mortgage loans for a 12-month period, where requested by the relevant debtor during the period from 1 June 2015 to 31 December 2017 (Convention between the *Associazione Bancaria Italiana - ABI* and the consumers' associations stipulated on 31 March 2015) (the "**2015 Credit Agreement**"). On 27 November 2017, ABI and the consumers' associations, in order to provide continuity to the abovementioned measures, have agreed to extend the agreement until 31 July 2018. On 15 November 2018 the *Associazione Bancaria Italiana - ABI* and the associations representing companies signed a new credit agreement (*Accordo per il Credito 2019*) providing for the introduction of some adjustments to the measures addressed to "Enterprises in Recovery", relating to the suspension and extension of loans to small and medium-sized enterprises, provided for in the 2015 Credit Agreement (the "**2019 Italian Credit Agreement**"). Additional measures connected with the Covid-19 outbreak were introduced on 6 March 2020 through an addendum to the 2019 Italian Credit Agreement in order to extend the provisions contained therein to facilities outstanding as of 31 January 2020 granted in

favour of otherwise sound companies negatively impacted by a temporary interruption/reduction of activity as a consequence of Covid-19.

In addition to the above, following the Covid-19 outbreak in Italy, further measures have been adopted in 2020 by the Italian Government and by the *Associazione Bancaria Italiana - ABI*, aimed at sustaining income of employees, the self-employed, self-employed professionals, micro and small/medium entreprises, including suspension of instalments payment. Given the novelty of this new legislation, the impact of such new legislation may not be predicted as at the date of this Base Prospectus

Renegotiations of floating rate Mortgage Loans

Law Decree No. 93 of 27 May 2008 ("**Law Decree 93**"), converted into law No. 126 of 24 July 2008 ("**Law 126**") which came into force on 29 May 2008, regulates the renegotiation of floating rate mortgage loans granted for the purposes of purchasing, building or refurbishing real estate assets used as main houses.

According to Law 126, the *Ministero dell'Economia e delle Finanze* (*Minister of Economy and Finance*) and the ABI (Italian Banking Association) entered into a convention providing for the procedures for the renegotiation of such floating rate mortgage loans (the "**Convention**").

The Convention applies to floating rate mortgage loan agreements entered into or taken over (*accollati*), also further to the parcelling (*frazionamento*) of the relevant mortgages, before 29 May 2008. Pursuant to the Convention, the instalments payable by a borrower under any of such mortgage loan agreements will be recalculated applying (a) a fixed interest rate (equal to the average of the floating rate interest rates applied under the relevant mortgage loan agreement during 2006) on the initial principal amount and for the original final maturity date of the relevant mortgage loan, or (b) if the mortgage loan has been entered into, renegotiated or taken over (*accollato*) after 31 December 2006, the parameters used for the calculation of the first instalment due after the date on which the mortgage loan has been entered into, renegotiated or taken over (*accollato*). The difference between the amount to be paid by the borrower as a result of such recalculation and the amount that the borrower would have paid on the basis of the original instalment plan will be (a) if negative, debited to a bank account on which interest will accrue in favour of the lender at the lower of (i) the rate equal to 10 IRS (interest rate swap) plus a spread of 0.50, and (ii) the rate applicable pursuant to the relevant mortgage loan, each of them calculated, in a fixed amount, on the renegotiation date, or (b) if positive, credited to such bank account. After the original final maturity date of the mortgage loan, the outstanding debt on the bank account will be repaid by the borrower through constant instalments equal to the ones resulting from the renegotiation, and the amortisation plan will be determined on the basis of the lower of (a) the rate applicable on the bank account, and (ii) the rate applicable pursuant to the relevant mortgage loan, as calculated, in a fixed amount, on the original final maturity date of the mortgage loan.

The Seller has adhered to the Convention sending to its clients a renegotiation proposal in accordance with the Convention. Borrowers eligible for the renegotiation who have received the renegotiation proposal can accept the proposal by way of a written notification to be sent not later than 28 November 2008 (the "**Final Adhesion Term**").

The renegotiation becomes effective on the third month following the date when such proposal has been accepted by the relevant client, with reference to the instalments which fall due after 1 January 2009.

The pieces of legislation referred to in each paragraph under the section headed "*Mortgage borrower protection*" above may have an adverse effect on the Cover Pool and, in particular, on any cash flow projections concerning the Cover Pool as well as on the over-collateralisation required in order to maintain the then current ratings of the Covered Bonds. However, as this legislation is relatively new, as at the date of this Base Prospectus, the Issuer is not in a position to predict its impact.

Factors which are material for the purpose of assessing the market risks associated with the Covered Bonds issued under the Programme

The risks below have been classified into the following categories

1. *Risks relating to the Covered Bonds;*
2. *Risks relating to the structure of a particular issue of Covered Bonds;*
3. *Risks relating to the market.*

1. **Risks related to Covered Bonds**

Set out below is a brief description of certain risks relating to the Covered Bonds.

The Covered Bonds may not be a suitable investment for all investors

Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

a) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or referred to in this Base Prospectus or any applicable supplement;

b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;

c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

d) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and

e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Covered Bondholders are bound by Extraordinary Resolutions and Programme Resolution

A meeting of Covered Bondholders may be called to consider matters which affect the rights and interests of Covered Bondholders. These include (but are not limited to): (a) waiving an Issuer Event of Default or a Guarantor Event of Default; (b) directing the Representative of the Covered Bondholders to serve a Notice to Pay or an Acceleration Notice or otherwise instructing the Representative of the Covered Bondholders to take enforcement action against the Guarantor and/or, subject to certain conditions, the Issuer; (c) cancelling, reducing or otherwise varying interest payments or repayment of principal or rescheduling payment dates; (d) altering the priority of payments of interest on the Covered Bonds and of principal; (e) exchanging the Covered Bonds for other securities; and (e) any other amendments to the Transaction Documents. Certain resolutions are required to be passed as Programme Resolutions (such as a resolution to direct the Representative of the Covered Bondholders to take any enforcement). Any Programme Resolution action

must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding as set out in the Rules of the Organisation of Covered Bondholders attached to the Conditions as Schedule 1 and cannot be resolved upon at a meeting of Covered Bondholders of a single Series. A Programme Resolution taken by Covered Bondholders of all Series will be binding on all Covered Bondholders irrespective of whether they attended the Meeting or voted in favour of the Programme Resolution.

Any Extraordinary Resolution passed at a Meeting will bind each Covered Bondholder, irrespective of whether they attended the meeting or voted in favour of the Extraordinary Resolution.

Pursuant to the Rules of Organisation of the Covered Bondholders and the Intercreditor Agreement, the Representative of the Covered Bondholders may, without the consent or sanction of any of the Covered Bondholders, concur with the Issuer and/or the Guarantor and any other relevant parties in making:

a) any amendment or modification to the Rules of the Organisation of the Covered Bondholders, the Conditions and/or the other Transaction Documents which, in the opinion of the Representative of the Covered Bondholders, it may be proper to make and will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series and the Secured Creditors; or

b) any amendment or modification to the Rules of the Organisation of the Covered Bondholders, the Conditions and/or the other Transaction Documents which is of a formal, minor or technical nature or which, in the opinion of the Representative of the Covered Bondholders, is made to correct a manifest error or an error established as such to the satisfaction of the Representative of the Covered Bondholders or an error which is proven or is necessary or desirable for the purposes of clarification or to comply with mandatory provisions of law; and

c) any amendment or modification to the Rules of the Organisation of the Covered Bondholders, the Conditions and/or the other Transaction Documents which is required or opportune for the purposes of complying with a change in law or in the interpretation or administration of the MEF Decree, the Law 130, the BoI Regulations or any guidelines issued by the Bank of Italy in respect thereof.

It shall also be noted that, after the delivery of a Notice to Pay, the protection and exercise of the Covered Bondholders' rights against the Issuer will be exercised by the Guarantor (or the Representative of the Covered Bondholders on its behalf). The rights and powers of the Covered Bondholders may only be exercised in accordance with the Rules of the Organisation of the Covered Bondholders. In addition, after the delivery of an Acceleration Notice, the protection and exercise of the Covered Bondholders' rights against the Guarantor and the security under the Covered Bond Guarantee is one of the duties of the Representative of the Covered Bondholders. The Conditions limit the ability of each individual Covered Bondholder to commence proceedings against the Guarantor by conferring on the meeting of the Covered Bondholders the power to determine in accordance with the Rules of Organisation of the Covered Bondholders, whether any Covered Bondholder may commence any such individual actions.

Representative of the Covered Bondholders' powers may affect the interests of the Covered Bondholders

In the exercise of its powers, trusts, authorities and discretions, the Representative of the Covered Bondholders shall only have regard to the interests of the Covered Bondholders and the other Secured Creditors but if, in the opinion of the Representative of the Covered Bondholders, there is a conflict between these interests, the Representative of the Covered Bondholders shall have regard solely to the interests of the Covered Bondholders.

If, in connection with the exercise of its powers, trusts, authorities or discretions, the Representative of the Covered Bondholders is of the opinion that the interests of the Covered Bondholders of any one or more Series would be materially prejudiced thereby, the Representative of the Covered Bondholders shall not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by

Extraordinary Resolution or by a direction in writing of such Covered Bondholders of at least 75 per cent. of the principal amount outstanding of Covered Bonds of the relevant Series then outstanding.

Controls over the transaction

The BoI Regulations require that certain controls be performed by the Issuer (see the section headed "*Selected aspects of Italian law – Controls over the transaction*" below), aimed, *inter alia*, at mitigating the risk that any obligation of the Issuer or the Guarantor under the Covered Bonds is not complied with. Whilst the Issuer believes it has implemented the appropriate policies and controls in compliance with the relevant requirements, investors should note that there is no assurance that such compliance ensures that the aforesaid controls are actually performed and that any failure to properly implement the relevant policies and controls could have an adverse effect on the Issuer's or the Guarantor's ability to perform their obligations under the Covered Bonds.

Limits to Integration

Under the BoI Regulations, integration of the Cover Pool whether through Subsequent Receivables or through Integration Assets (the "**Integration**"), shall be carried out in accordance with the methods, and subject to the limits, set out in the BoI Regulations (see the section headed "*Selected aspects of Italian law – Tests set out in the MEF Decree*" below).

More specifically, under the BoI Regulations, Integration is allowed exclusively for the purpose of (a) complying with the tests provided for under the MEF Decree; (b) complying with any contractual over-collateralisation requirements agreed by the parties to the relevant agreements (such as the over-collateralisation requirements set out under the Cover Pool Administration Agreement in respect of the Asset Coverage Test); or (c) complying with the Integration Assets Limit.

Investors should note that Integration is not allowed in circumstances other than as set out in the BoI Regulations and specified above.

Base Prospectus to be read together with applicable Final Terms

In relation to Covered Bonds other than Registered Covered Bonds, the Conditions of the Covered Bonds included in this Base Prospectus apply to the different types of Covered Bonds (other than the Registered Covered Bonds) which may be issued under the Programme. The full terms and conditions applicable to each Series of Covered Bonds (other than the Registered Covered Bonds) can be reviewed by reading the Conditions as set out in full in this Base Prospectus, which constitute the basis of all Covered Bonds (other than the Registered Covered Bonds) to be offered under the Programme, together with the applicable Final Terms which applies and/or disapplies and/or completes the Conditions of the Programme in the manner required to reflect the particular terms and conditions applicable to the relevant Series of Covered Bonds (other than the Registered Covered Bonds).

The Registered Covered Bonds shall be governed by a set of legal documentation in the form from time to time agreed with the relevant Dealer and will not be governed by the Conditions set out in this Base Prospectus. Such legal documentation will comprise the relevant Registered CB Conditions, the Assignment Agreement, the related Registered Covered Bonds Rules Agreement and the letter of appointment of (i) any Registered Paying Agent in respect of the Registered Covered Bonds and (ii) the Registrar in respect of the Registered Covered Bonds (the "**Registrar**"). Notwithstanding the foregoing, the Issuer will be entitled to enter into a different or additional set of documentation as agreed with the relevant Dealer in relation to a specific issue of Registered Covered Bonds.

Obligations to make payments when due on the Covered Bonds

The Issuer is liable to make payments when due on the Covered Bonds. The obligations of the Issuer under the Covered Bonds are direct, unsecured, unconditional and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves and equally with its other direct, unsecured, unconditional and unsubordinated obligations. Consequently, any claim directly against the Issuer in respect of the Covered Bonds will not benefit from any security or other preferential arrangement granted by the Issuer. The Guarantor has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the service on the Issuer and the Guarantor of a Notice to Pay. Failure by the Guarantor to pay amounts due under the Covered Bond Guarantee in respect of any Covered Bond would constitute a Guarantor Event of Default which would entitle the Representative of the Covered Bondholders to serve an Acceleration Notice and accelerate the obligations of the Guarantor under the Covered Bond Guarantee and entitle the Representative of the Covered Bondholders to enforce the Covered Bond Guarantee. The occurrence of an Issuer Event of Default does not constitute a Guarantor Event of Default.

The Covered Bonds will not represent an obligation or be the responsibility of any of the Arranger, the Dealers, the Representative of the Covered Bondholders or any other party to the Transaction Documents or their officers, members, directors, employees, security holders or incorporators, other than the Issuer and the Guarantor. The Issuer and the Guarantor will be liable solely in their corporate capacity for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

The regulation and reform of "benchmarks" may adversely affect the value of Covered Bonds linked to or referecing such "benchmarks"

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

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which, for these purposes, include the United Kingdom). It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of "benchmarks" of administrators that are not authorised/registered (or, if non-EU based, deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Covered Bonds linked to or referencing a rate or index deemed to be a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to such "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential

changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Covered Bonds linked to or referencing a "benchmark".

As an example of such benchmark reforms, the Financial Conduct Authority has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forward. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted. Other interbank offered rates such as EURIBOR (together with LIBOR, "**IBORs**") suffer from similar weaknesses to LIBOR and as a result (although no deadline has been set for their discontinuation), they may be discontinued or be subject to changes in their administration.

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level reccomendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicated amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to euro area financial systems.

Investors should be aware that, if an IBOR or any originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Covered Bonds (each an "**Original Reference Rate**") were discontinued or otherwise unavailable, the rate of interest on Floating Rate Covered Bonds which reference such Original Reference Rate will be determined for the relevant period by the fallback provisions applicable to such Covered Bonds, as indicated in the Terms and Conditions.

In particular, the Terms and Conditions provide for certain arrangements in case that the Original Reference Rate (including any page on which such Original Reference Rate may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a Successor Reference Rate determined by the Issuer or an Alternative Rate determined by an Independent Adviser or failing that, by the Issuer, and that such Successor Reference Rate or Alternative Rate may be adjusted (if required) by the application of an Adjustment Spread. The application of a Successor Reference Rate or an Alternative Rate or an Adjustment Spread may result in the relevant Covered Bonds performing differently (which may include payment of a lower interest rate) than they would do if the relevant Original Reference Rate were to continue to apply in its current form. If no Adjustment Spread is determined, a Successor Reference Rate or Alternative Rate may nonetheless be used to determine the rate of interest. In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Covered Bonds based on the rate which was last used for the relevant Covered Bonds or last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of Successor Reference Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. If the Independent Adviser or, as applicable, the Issuer determines that amendments to the Terms and Conditions of the Covered Bonds or to any other Transaction Document are necessary to ensure the proper operation of any Successor Reference Rate or Alternative Rate and/or Adjustment Spread or to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority, then such amendments shall be made without any requirement for the consent or approval of the Representative of the Covered Bondholders, as provided by Condition 5(j) (*Fallback provisions*) of the Terms and Conditions of the Covered Bonds.

Such provisions could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Covered Bonds referring the relevant Original Reference Rate. Any such consequences could have a material adverse effect on the value of and return on any such Covered Bonds. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Covered Bonds or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Covered Bonds. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Covered Bonds.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms, investigations and licensing issues in making any investment decision with respect to the Covered Bonds whose interest rate is linked to a "benchmark" since the rate of interest may be changed in ways which may be adverse to holders of such Covered Bonds, without any requirement that the consent of such holders be obtained.

2. **Risks related to the structure of a particular issue of Covered Bonds**

Covered Bonds issued under the Programme will either be fungible with an existing Series (in which case, they will form part of such Series) or have different terms to an existing Series (in which case, they will constitute a new Series). All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects and will share equally in the security granted by the Guarantor under the Covered Bond Guarantee. If an Issuer Event of Default and a Guarantor Event of Default occur and result in acceleration, all Covered Bonds of all Series will accelerate at the same time.

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of the most common of such features.

Covered Bonds subject to optional redemption by the Issuer

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Zero Coupon Covered Bonds

The Issuer may issue Covered Bonds which do not pay current interest but are issued at a discount from their nominal value or premium from their principal amount. Such Covered Bonds are characterised by the circumstance that the relevant covered bondholders, instead of benefiting from periodical interest payments, shall be granted an interest income consisting of the difference between the redemption price and the issue price, which difference shall reflect the market interest rate. A holder of a zero coupon covered bond is exposed to the risk that the price of such covered bond falls as a result of changes in the market interest rate. Prices of zero coupon covered bonds are more volatile than prices of fixed rate covered bonds and are likely to respond to a greater degree to market interest rate changes than interest-bearing covered bonds with a similar maturity. Generally, the longer the remaining terms of such Covered Bonds, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Variable Rate Covered Bonds with a multiplier or other leverage factor

Covered Bonds with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps, floors or collars (or any combination of those features or other similar related features), their market values may be even more volatile than those for securities that do not include those features.

Covered Bonds issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Covered Bonds issued with a specific use of proceeds, such as a "Green Bond", "Social Bond" and "Sustainability Bond"

The applicable Final Terms relating to any specific Tranche of Covered Bonds may provide that it will be the Issuer's intention to apply the net proceeds from an offer of those Covered Bonds specifically for projects and activities that promote "green" purposes ("**Green Bonds**" and "**Eligible Green Projects**"), "social" purposes ("**Social Bonds**" and "**Eligible Social Projects**") or a combination of "green" and "social" purposes ("**Sustainability Bonds**" and "**Eligible Sustainability Projects**" and, together with the Eligible Green Projects and Eligible Social Projects, the "**Eligible Projects**").

Prospective investors should have regard to the information contained in the section "*Use of Proceeds*" and in the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Covered Bonds together with any other investigation such investor deems necessary.

There is currently no firm market consensus as to what bonds may qualify as Green Bonds, Social Bonds, or Sustainability Bonds, or as to what precise attributes are required for a particular project to be defined as "green", in the case of Green Bonds, "social", in the case of Social Bonds, or "sustainable", in the case of Sustainability Bonds, or be given other equivalent label, nor can any assurance be given that a clear definition or consensus will develop over time. The lack of market consensus is, to a certain degree, mitigated through voluntary measures, such as by complying with the relevant set of principles published by the International Capital Market Association ("**ICMA**"), notably green bond principles (the "**Green Bond Principles**"), social bond principles (the "**Social Bond Principles**") and sustainability bond principles (the "**Sustainability Bond Principles**", and together with the Green Bond Principles and Social Bond Principles, the " **Principles**"), or by obtaining an external review.

The Principles aim to promote integrity of the Green, Social and Sustainability Bond markets through transparency, disclosure and reporting by the issuers. The Principles provide high-level categories for Eligible Projects and give other guidance on the key components involved in launching a credible Green, Social or Sustainability Bond. However, given a broad categorisation of project eligibility by the Principles, diversity of current market views and the ongoing development in the understanding of environmental and social issues and their consequences, a degree of uncertainty with respect to what projects or activities qualify as "green", "social" or "sustainability", and as s result which bonds qualify as Green, Social or Sustainability Bonds, may be inevitable.

Accordingly, no assurance is or can be given to investors that:

- the use of such proceeds for any Eligible Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply in accordance with any

present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, social or sustainability impact of any Eligible Projects);

- any Eligible Projects will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any Eligible Projects. Moreover, where adverse impacts are insufficiently mitigated, the relevant Eligible Project may become controversial and may generate negative market opinion;

- as to the suitability or reliability for any purpose whatsoever of any external reviews (whether or not solicited by the Issuer) which may or may not be made available in connection with the issue of any Covered Bonds and in particular with any Eligible Projects to fulfil any environmental, social and/or sustainability criteria. For the avoidance of doubt, any such external reviews, when made, shall not be deemed to be, incorporated in and/or form part of this Base Prospectus norshall be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Covered Bonds. Any such external review shall only be current as of its date. Prospective investors must determine for themselves the relevance of any such review and/or the information contained therein and/or the provider of such review for the purpose of any investment in such Covered Bonds. Currently, only some of the providers of such external reviews are subject to existing professional standards (professional accountants) and/or subject to regulatory regimes (regulated credit rating agencies), with the rest of the providers not being subject to any specific regulatory or other regime or oversight.

In the event that any such Covered Bonds are listed or admitted to trading on any dedicated "green", "social", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, social or sustainability impact of a relevant Eligible Project. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Covered Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Covered Bonds.

With reference to any Covered Bonds in respect of which the applicable Final Terms state that the proceeds will be used to finance or refinance Eligible Projects, while it is the intention of the Issuer to apply the net proceeds of any Covered Bonds in such a manner, there can be no assurance that the relevant projects will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally disbursed for the specified Green, Social or Sustainability Projects. Nor can there be any assurance that such Eligible Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

Any such event or failure by the Issuer will not constitute an event of default under the Covered Bonds. Any failure to apply the proceeds of any issue of Covered Bonds for any Eligible Projects as aforesaid and/or withdrawal of any opinion or certification or any opinion or certification attesting that the Issuer is not

complying, in whole or in part, with any matters for which such opinion or certification is opining or certifying on and/or any Covered Bonds no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Covered Bonds and also potentially the value of any other Covered Bonds which are intended to finance or refinance Eligible Projects, and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

3. **Risks related to the market**

Limited secondary market

There is, at present, a secondary market for the Covered Bonds but it is neither active nor liquid, and there can be no assurance that an active or liquid secondary market for the Covered Bonds will develop. If an active or liquid secondary market develops, it may not continue for the life of the Covered Bonds or it may not provide Bondholders with liquidity of investment with the result that a Covered Bondholder may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the Covered Bondholder to realise a desired yield. If, therefore, a market does develop, it may not be very liquid and investors may not be able to sell their Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for bonds that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Covered Bonds. In addition, Covered Bonds issued under the Programme might not be listed on a stock exchange or regulated market and, in these circumstances, pricing information may be more difficult to obtain and the liquidity and market prices of such Covered Bonds may be adversely affected. In an illiquid market, an investor might not be able to sell its Covered Bonds at any time at fair market prices. The possibility to sell the Covered Bonds might additionally be restricted by country-specific reasons.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Covered Bonds, (b) the Investor's Currency equivalent value of the principal payable on the Covered Bonds and (c) the Investor's Currency equivalent market value of the Covered Bonds. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Covered Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Covered Bonds.

Ratings of the Covered Bonds

One or more independent credit rating agencies may assign credit ratings to the Covered Bonds.

For Moody's, the ratings assigned to the Covered Bonds address the expected loss that Covered Bondholders may suffer.

The data and information for the explanation of the factors addressed by Moody's have been sourced from Moody's. Such data and information has been accurately reproduced and insofar as the Issuer is aware and is able to ascertain from information derived from a third party, no facts have been omitted which would render the information reproduced inaccurate or misleading.

The expected ratings of the Covered Bonds will be set out in the relevant Final Terms for each Tranche of Covered Bonds. Whether or not a rating in relation to any Covered Bond will be treated as having been issued by a credit rating agency established in the European Union or in the United Kingdom and registered under the CRA Regulation will be disclosed in the relevant Final Terms. The credit ratings included or referred to in this Base Prospectus have been issued by Moody's Investors Service Ltd. which is established in the United Kingdom and registered under the CRA Regulation as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of ESMA pursuant to the CRA Regulation (for more information please visit the ESMA webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs).

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or in the UK and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU or non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU- or UK-registered credit rating agency or the relevant non-EU or non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Any rating agency may lower, at any point in time, its rating or withdraw its rating if, *inter alia*, in the sole judgment of such rating agency, the credit quality of the Covered Bonds has declined. If any rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may be reduced.

The ratings may not reflect the potential impact of all risks related to structural, market and additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A security rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time.

The return on an investment in Covered Bonds will be affected by charges incurred by investors

An investor's total return on an investment in any Covered Bonds will be affected by the level of fees charged by the nominee service provider and/or clearing system used by the investor. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Covered Bonds and custody services and on payments of interest, principal and other amounts. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Covered Bonds.

Automatic Exchange of Information

EU member states are required to implement an automatic exchange of information as provided for by Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "**DAC**") effective as from 1 January 2016 (and in the case of Austria as from 1 January 2017). In this context, in order to eliminate an overlap with the DAC, Council Directive 2003/48/EC (the "**EU Savings Directive**") was repealed on 10 November 2015 by the Council of the

European Union. The range of payments to be automatically reported under the DAC is broader than the scope of the automatic information previously foreseen by the EU Savings Directive.

Investors should consult their professional tax advisers.

Changes of law

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on the laws of the Republic of Italy (and, in the case of the Swap Agreement, certain provisions of the Cash Management and Agency Agreement and the English Law Deed of Charge and Assignment, the laws of England) in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to the laws of Italy or of England or administrative practice in the relevant jurisdictions after the date of this Base Prospectus.

Law 130

Law 130 was enacted in Italy in April 1999 and amended to allow for the issuance of covered bonds in 2005. Law 130 was further amended by law decree No. 143 of 23 December 2013 (*Decreto Destinazione Italia*), as converted with amendments into law No. 9 of 21 February 2014, and law decree No. 91 of 24 June 2014 (*Decreto Competitività*), as converted with amendments into law No. 116 of 11 August 2014, which have introduced certain amendments to the Law 130.

As at the date of this Base Prospectus, no interpretation of the application of Law 130 as it relates to covered bonds has been issued by any Italian court or governmental or regulatory authority, except for (a) the MEF Decree setting out the technical requirements of the guarantee which may be given in respect of covered bonds and (b) the BoI Regulations concerning guidelines on the valuation of assets, the procedure for purchasing integration assets and controls required to ensure compliance with the legislation. Consequently, it is possible that such or different authorities may issue further regulations relating to Law 130 or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Base Prospectus.

U.S. Foreign Account Tax Compliance Act Withholding

Pursuant to the Foreign Account Tax Compliance Act of 2010 ("**FATCA**"), the Issuer and other non-U.S. financial institutions through which payments on the Covered Bonds are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made after 31 December 2018 in respect of (i) any Covered Bonds issued or materially modified on or after the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register and (ii) any Covered Bonds that are treated as equity for U.S. federal tax purposes, whenever issued. Under existing guidance, this withholding tax may be triggered on payments on the Covered Bonds if (i) the Issuer is a foreign financial institution ("**FFI**") (as defined in FATCA, including any accompanying U.S. regulations or guidance) which enters into and complies with an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information on its account holders (making the Issuer a "**Participating FFI**"), (ii) the Issuer is required to withhold on "foreign passthru payments", and (iii)(a) an investor does not provide information sufficient for the relevant Participating FFI to determine whether the investor is subject to withholding under FATCA, or (b) any FFI to or through which payment on such Covered Bonds is made is not a Participating FFI or otherwise exempt from FATCA withholding.

In order to improve international tax compliance and to implement FATCA, Italy entered into an intergovernmental agreement with the United States on 10 January 2014 (the "**US-Italy IGA**"), ratified by way of Law No. 95 on 18 June 2015, published in the Official Gazette – general series No. 155, on 7 July 2015 and implemented by the relevant Ministerial Decree of 7 August 2015. The Issuer is now required to report certain information in relation to its U.S. account holders to the Italian Tax Authorities in order (i) to

obtain an exemption from FATCA withholding on payments it receives and/or (ii) to comply with any applicable Italian law. If the Issuer is treated as a "Reporting FI" pursuant to the U.S.-Italy IGA it does not anticipate that it will be obliged to deduct any FATCA withholding on payments it makes with respect to the Covered Bonds. However, it is not yet certain how the United States and Italy will address withholding on "foreign passthru payments" (which may include payments on the Covered Bonds) or if such withholding will be required at all.

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

EACH HOLDER OF COVERED BONDS SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT EACH HOLDER IN ITS PARTICULAR CIRCUMSTANCE.

The Issuer and the Guarantor believe that the risks described above are the main risks inherent in the holding of Covered Bonds of any Series issued under the Programme but the inability of the Issuer or the Guarantor to pay interest or repay principal on the Covered Bonds of any Series may occur for other reasons and the Issuer and the Guarantor do not represent that the above statements of the risks of holding Covered Bonds are exhaustive. While the various structural elements described in this Base Prospectus are intended to lessen some of the risks for holders of Covered Bonds of any Series, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of Covered Bonds of any Series of interest or principal on such Covered Bonds on a timely basis or at all.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have previously been published or which are published simultaneously with this Base Prospectus. Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

1. Issuer's by-laws (*Statuto*) as of the date hereof available at the webpage https://istituzionale.bper.it/documents/133577364/191148577/Articles+of+Association.pdf/fae5fa7a-1986-c43a-3733-48938cd10370?version=1.4&t=1599823425924&download=true;

2. Guarantor's by-laws (*Statuto*) as of the date hereof available at the webpage https://istituzionale.bper.it/documents/133577364/133965844/By+Law_Estense+Covered+Bond.pdf/41477f2f-6d0a-e470-7b28-88ba14c22e8f?version=1.0&t=1578564977104&download=true;

3. Issuer's consolidated half-year report (including limited review report) as at 30 June 2020 available at the webpage https://istituzionale.bper.it/documents/133577364/741663342/Consolidated+half-year+report+as+at+30+June+2020.pdf/e9e0cae3-4670-7f7e-94b8-c211dc7423c4?version=1.0&t=1599140201210&download=true;

4. Issuer's consolidated interim report on operations (not including any review report) as at 31 March 2020 available at the webpage https://istituzionale.bper.it/documents/133577364/741663342/Consolidated+interim+report+on+operations+as+at+31+March+2020.pdf/4de72291-8673-156a-b4e8-73e3a27a194a?version=1.0&t=1594638055390&download=true;

5. Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019 available at the webpage https://istituzionale.bper.it/documents/133577364/380110656/Annual+Report+2019.pdf/b8a138e9-9368-0fc5-c209-63c59d4a7ad1?version=1.0&t=1591217493567&download=true;

6. Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018 available at the webpage https://istituzionale.bper.it/documents/133577364/191236001/Annual+Report+2018.pdf/63651c7d-561d-c7b2-da3e-c5db2c7f42ca?version=1.0&t=1561666553367&download=true;

7. BPER Group press release dated 6 May 2020 entitled "Consolidated interim report on operations as at 31 March 2020" available at the webpage https://istituzionale.bper.it/documents/133577364/0/Press+release+BPER+Group_Results_cons+1Q20_def_ENG+annexes+%282%29.pdf/2fbc4372-b8df-579f-67e2-1dcc747a9a18?t=1588780638678;

8. BPER Group press release dated 27 July 2020 entitled "Merger through absorption of CR Bra and CR Saluzzo" available at the webpage https://istituzionale.bper.it/documents/133577364/0/Comunicato_atto_di_fusione_Casse_ENG_DEF.pdf/3da0946b-b17a-3b40-c520-e385df30d4cb?t=1595870552943;

9. BPER Group press release dated 5 August 2020 entitled "Consolidated results for H1 2020 approved" available at the webpage

https://istituzionale.bper.it/documents/133577364/0/20.08.05+Press+Release+1H20-Multiplo+Ramo-prospettive+2021+ENG+Annexes.pdf/57361dc5-c942-12c0-3516-35aa3273fa26?t=1596644769107;

10. Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019 available at the webpage https://istituzionale.bper.it/documents/133577364/133965844/Estense+Covered+Bond+-+FY+2019++with+Auditor+Opinion.pdf/2d5432ea-f32b-eb37-7801-8c0238dd6b8d?version=1.1&t=1595947342441&download=true; and

11. Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018 available at the webpage https://istituzionale.bper.it/documents/133577364/133965844/Estense+Covered+Bond+-+FY+2018+with+Auditor+Opinion.pdf/1b8b91f4-875a-26aa-4aeb-ddb06cdf61d8?version=1.1&t=1595947443187&download=true.

Such documents have been previously published or are published simultaneously with this Base Prospectus and have been filed with the CSSF. Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The table below sets out the relevant page references for: (i) the Issuer's by-laws (*Statuto*) as of the date hereof[1]; (ii) the Guarantor's by-laws (*Statuto*) as of the date hereof; (iii) the Issuer's consolidated half-year report (including limited review report) as at 30 June 2020; (iv) the Issuer's consolidated interim report on operations (not including any review report) as at 31 March 2020; (v) the Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019; (vi) the Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018; (vii) the BPER Group release dated 6 May 2020 entitled "Consolidated interim report on operations as at 31 March 2020"; (viii) the BPER Group press release dated 27 July 2020 entitled "Merger through absorption of CR Bra and CR Saluzzo"; (ix) the BPER Group press release dated 5 August 2020 entitled "Consolidated results for H1 2020 approved"; (x) the Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019; and (xi) the Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018. Copies of documents incorporated by reference into this Base Prospectus may be obtained from the registered office of the Issuer on the Issuer's website (*https://istituzionale.bper.it/*). This Base Prospectus and the documents incorporated by reference will also be available on the Luxembourg Stock Exchange's web site (*www.bourse.lu*).

Information contained in the documents incorporated by reference other than information listed in the table below does not form part of this Base Prospectus and is either not relevant for the investor or it is covered elsewhere in this Base Prospectus.

Comparative Table of Documents incorporated by reference

[1] *As per the most relevant amendment to the Article 5 of the Issuer's by-laws (Statuto) please see the BPER Group press release dated 27 July 2020 entitled "Merger through absorption of CRB and CR Saluzzo".*

Document	Information incorporated	Page numbers
Issuer's by-laws (*Statuto*)	Entire document	All
Guarantor's by-laws (*Statuto*).	Entire document	All
Issuer's consolidated half-year report (including limited review report) as at 30 June 2020		
	Consolidated balance sheet	Page 103
	Consolidated income statement	Page 104
	Consolidated statement of comprehensive income	Page 105
	Consolidated statement of changes in shareholders' equity	Page 106
	Consolidated statement of cash flows	Pages 107-108
	Consolidated explanatory notes and attachments	Pages 109 – 245
	Independent auditors' report	Page 251 (reference is to page of the pdf version)
Issuer's consolidated interim report on operations (not including any review report) as at 31 March 2020		
	Consolidated balance sheet	Page 71
	Consolidated income statement	Page 72
	Consolidated statement of comprehensive income	Page 73
	Consolidated statement of changes in shareholders' equity	Page 74
	Consolidated explanatory notes and attachments	Pages 75 – 135
Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019		
	Consolidated balance sheet	Pages 110 to 111
	Consolidated income statement	Page 112

Document	Information incorporated	Page numbers
	Consolidated statement of other comprehensive income	Page 113
	Consolidated statement of changes in shareholders' equity	Page 114
	Consolidated statement of cash flows	Pages 115 to 116
	Consolidated explanatory notes	Pages 117 to 466
	Independent auditors' report	Pages 471 to 480 (reference is to pages of the pdf version)
Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018		
	Consolidated balance sheet	Pages 104 to 105
	Consolidated income statement	Page 106
	Consolidated statement of other comprehensive income	Page 107
	Consolidated statement of changes in shareholders' equity	Page 108
	Consolidated statement of cash flows	Pages 109 to 110
	Consolidated explanatory notes	Pages 111 to 431
	Independent auditors' report	Pages 438 to 448
		(reference is to pages of the pdf version)
Press release dated 6 May 2020 entitled "Consolidated interim report on operations as at 31 March 2020"		
	Reclassified consolidated balance sheet	Page 9
	Reclassified consolidated income statement	Page 10
	Reclassified consolidated income	Page 11

Document	Information incorporated	Page numbers
	statement by quarter	
	Consolidated balance sheet	Page 12
	Consolidated income statement	Page 13
	Performance ratios	Pages 14 to 15
Press release dated 27 July 2020 entitled "Merger through absorption of CR Bra and CR Saluzzo"	Entire document	All
Press release dated 5 August 2020 entitled "Consolidated results for H1 2020 approved"	Entire document	All
Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019		
	Balance sheet	Page 13
	Income statement	Page 13
	Statement of comprehensive income	Page 14
	Statement of changes in equity	Page 15
	Statement of cash flows	Pages 16 to 17
	Explanatory notes	Pages 18 to 35
	Independent auditor's report	Pages 71 to 73 (reference is to pages of the pdf version)
Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018		
	Balance sheet	Page 13
	Income statement	Page 14
	Statement of comprehensive income	Page 15

Document	Information incorporated	Page numbers
	Statement of changes in equity	Page 16
	Cash flow statement	Pages 17
	Explanatory notes	Pages 18 to 36
	Independent auditor's report	Pages 70 to 72 (reference is to pages of the pdf version)

The Issuer's consolidated half-year report (including limited review report) as at 30 June 2020 has been subject to limited review by Deloitte & Touche S.p.A. ("**Deloitte**") in its capacity as independent auditor of the Issuer, as indicated in its report thereon.

The Issuer's consolidated audited annual reports, including the auditors' reports thereon, notes thereto and the relevant accounting principles in respect of the years ended, respectively, on 31 December 2018 and 31 December 2019 have been audited by Deloitte in its capacity as independent auditor of the Issuer, as indicated in its reports thereon.

The financial statements of the Guarantor as at and for the years ended, respectively, on 31 December 2018 and 31 December 2019 have been audited by Deloitte in its capacity as independent auditor of the Guarantor, as indicated in its reports thereon.

The financial statements incorporated by reference herein are English translations of the Italian financial statements prepared for and used in Italy, and have been translated for the convenience of international readers. The Issuer takes responsibility for the translation of the financial statements relating to it and incorporated by reference herein, whereas the translation of the auditors' report was received directly from the independent auditors of the Issuer, Deloitte. The Guarantor takes responsibility for the translation of the balance sheets, statements of income and notes of the financial statements relating to it and incorporated by reference herein, whereas the translation of the auditors' report was received directly from the independent auditors of the Guarantor, Deloitte.

Deloitte has given, and has not withdrawn, its consent to the inclusion of its reports on the accounts of the Issuer and the Guarantor in this Base Prospectus in the form and context in which they are included.

The financial statements referred to above have been prepared in accordance with the accounting principles issued by the International Accounting Standards Board ("**IASB**") and the relative interpretations of the International Financial Reporting Interpretations Committee ("**IFRIC**"), as adopted by the European Union under Regulation (EC) 1606/2002.

Availability of Documents

Copies of all documents incorporated herein by reference may be obtained without charge at the head office of the Luxembourg Listing Agent in the city of Luxembourg and may be obtained from the registered office of the Issuer on the Issuer's website (*https://istituzionale.bper.it/*) or at the website of the Luxembourg Stock Exchange (*www.bourse.lu*). Written or oral requests for such documents should be directed to the specified office of the Luxembourg Listing Agent.

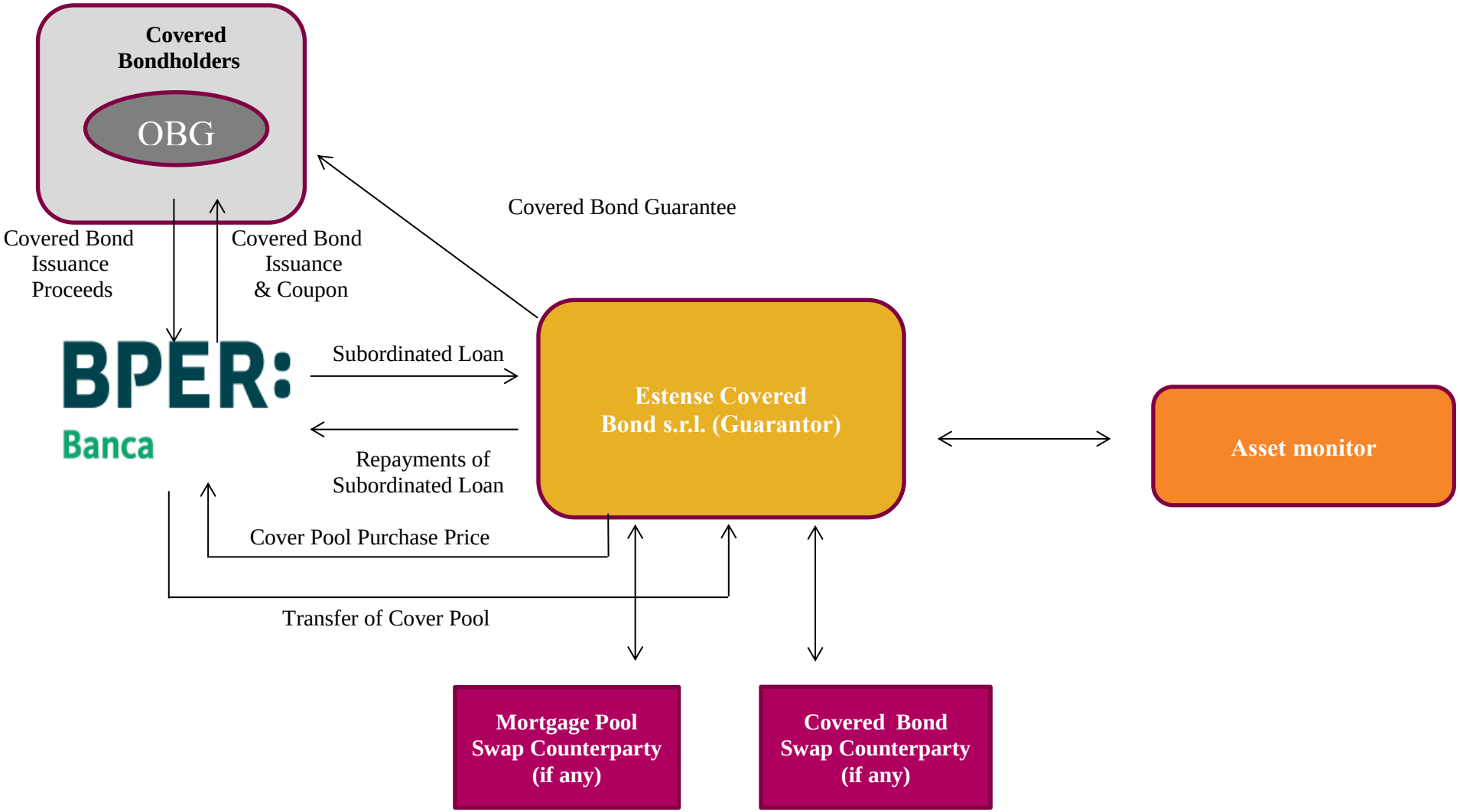
BASE PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, in respect of any subsequent issue of Covered Bonds to be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market, shall constitute a prospectus supplement as required by Article 23 of the Prospectus Regulation.

In connection with the listing on the Official List and admission to trading on the Luxembourg Stock Exchange's regulated market of the Covered Bonds, the Issuer has given an undertaking to the Dealer(s) that, if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Covered Bonds and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor, and the rights attaching to the Covered Bonds, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Covered Bonds and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

STRUCTURE DIAGRAM

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



DESCRIPTION OF THE ISSUER AND INITIAL SELLER

General

BPER Banca S.p.A. (previously, Banca popolare dell'Emilia Romagna *Società Cooperativa*) ("**BPER**", or the "**Parent Company**") is a bank incorporated as a joint-stock company (*società per azioni*), operating in accordance with Italian Legislative Decree No. 385 of 1 September 1993. It is the parent company of the BPER Banca banking Group (the "**BPER Group**"), which was incorporated under the laws of the Republic of Italy on 29 December 1983 and, pursuant to its By-laws, its final term ends on 1 December 2100 and may be extended. BPER officially entered in the Bank of Italy's registers of banking groups on 7 August 1992 (Group No. 5387.6). The change of denomination from Banca popolare dell'Emilia Romagna *Società Cooperativa* to BPER Banca S.p.A. occurred on the basis of the Extraordinary Shareholders' Meeting held in Modena on 26 November 2016.

BPER's registered office is in Via San Carlo 8/20, Modena, Italy (Telephone number: +39 059 2021111). BPER is registered in the Bank of Italy's register of banks under number 4932 and with the Chamber of Commerce of Modena under number 01153230360.

The authorised and paid up share capital of BPER as at the Issue Date was Euro 1,565,596,344 divided into 521,865,448 shares.

BPER Group's website: https://istituzionale.bper.it

The Legal Entity Identifier code of the Issuer is N747OI7JINV7RUUH6190 (expiring in November 2020).

Since June 2009, following the inclusion of the Expandi market within the main market (MTA), which was implemented by Borsa Italiana S.p.A. as part of the broader rationalisation of Italy's financial markets, BPER's shares have been listed in the "Blue Chip" segment of the MTA (comprising the 72 largest companies measured by capitalisation). As of the date when the "Blue Chip" segment was substituted by the FTSE MIB BPER's shares have been included in this stock market index.

In September 2009, BPER's shares were included in the Dow Jones STOXX 600, a major European index. This index is used as a benchmark by numerous European funds and is the underlying benchmark for futures contracts traded on the Frankfurt derivatives exchange.

BPER was initially established under the name Banca Popolare di Modena, a mutual company, whose founding objective was the financing of artisan and local business activities. In 1983, it was merged with Banca Cooperativa di Bologna, changing its name to Banca Popolare dell'Emilia. In January 1992, the BPER acquired Banca Popolare di Cesena and changed its name to Banca popolare dell'Emilia Romagna *Società Cooperativa.*

In 1994, the BPER Group acquired control of Banca Popolare di Ravenna S.p.A. ("**Banca Popolare di Ravenna**"), and in 1996, of Banca CRV – Cassa di Risparmio di Vignola S.p.A. ("**Banca CRV**"), consolidating its presence in Emilia Romagna.

BPER has established a strong foothold in the southern regions of Italy through the acquisitions, in 1995, of Banca Popolare di Lanciano e Sulmona S.p.A. ("**BPLS**") and Banca Popolare del Materano S.p.A. ("**Banca Popolare del Materano**"), and in 1996, Banca Popolare di Crotone S.p.A. ("**Banca Popolare di Crotone").**

In 1996, BPER and Banca Popolare di Ravenna set up Banca Popolare dell'Emilia Romagna (Europe) International S.A., successively named BPER Bank Luxembourg s.a., whose headquarters are located in Luxembourg and whose business focus is on private banking, investment management and

corporate banking services. The private banking and investment management services are offered to international clients, including a wide array of specialized and tailor made services, such as investment advice and discretionary portfolio management. As at the date of this Base Prospectus, BPER holds 100% of the share capital of BPER Bank Luxembourg s.a..

In November 2008, BPER subsidiaries Banca Popolare del Materano and Banca Popolare di Crotone merged to form a new banking entity named Banca Popolare del Mezzogiorno S.p.A. ("**Banca Popolare del Mezzogiorno**"). Prior to the 2008 merger, BPER acquired, through Banca Popolare del Materano, three small banks located in the South of Italy, notably, Banca Popolare della Val d'Agri S.p.A. and Banca Popolare del Sinni S.p.A. (both of which merged with Banca Popolare del Materano in 2000 and 2001, respectively) and Banca Popolare di Castrovillari e Corigliano Calabro S.p.A. which, in 2002, was merged by incorporation with Banca Popolare di Crotone.

In 1998, BPER acquired control of Banca del Monte di Foggia S.p.A., which merged with Banca della Campania S.p.A. ("**Banca della Campania**") on 28 December 2006. At the end of 1998, BPER acquired approximately 55 per cent of the share capital of Banca Popolare di Aprilia S.p.A. ("**BPA**"). The acquisition, in 1999, of Banca Popolare di Salerno S.p.A. ("**Banca Popolare di Salerno**"), Cassa di Risparmio dell'Aquila S.p.A. ("**Carispaq**") and, in 2000, of Banca Popolare dell'Irpinia S.p.A. ("**Banca Popolare dell'Irpinia**") resulted in BPER consolidating its strong franchise in Campania and Abruzzo regions.

In 2001, BPER acquired control of the Banco di Sardegna group (51 per cent of the share capital), creating one of the largest banking groups in the country with a domestic network of approximately 1,000 branches and more than 10,000 employees at that time.

In June 2003, BPER subsidiaries Banca Popolare dell'Irpinia and Banca Popolare di Salerno merged to form the new banking entity Banca della Campania.

In 2005, BPER became the sole shareholder of ABF Leasing S.p.A. by purchasing the remaining shares from Banche Popolari Unite S.c.p.A.. BPER and Banco di Sardegna resolved to commence the merger by incorporation of ABF Leasing S.p.A. into Sardaleasing S.p.A.. Sardaleasing S.p.A. is a company operating in all leasing segments, with a distribution focus in the Sardinia region, originally owned by Banco di Sardegna, BPER and other minority shareholders. The merger was successfully completed in June 2014 and in the same month BPER acquired direct control of the company.

In 2005, BPER became the sole shareholder of Banca CRV.

In November 2005, BPER increased its shareholding in Banca del Monte di Foggia S.p.A. to 94.49 per cent.

In 2005, BPER – through an investment in a holding company (Finbanche d'Abruzzo S.p.A.) – indirectly increased its equity interest in both Carispaq and BPLS.

In 2007, BPER acquired 48.75 per cent of the share capital of Arca Vita S.p.A. ("**Arca Vita**").

At the end of 2008, the BPER acquired 36 branches from three banks part of the Unicredito Italiano banking group (Banco di Sicilia S.p.A., BIPOP Carire S.p.A. and Banca di Roma S.p.A.).

In March 2009, BPER acquired the entire share capital of Meliorbanca S.p.A. in a public tender offer. As a result, BPER – among others – gained indirect control over Banca della Nuova Terra S.p.A. ("**BNT**"), a bank specialised in agricultural loans, and Arca Vita that, in turn, controls ARCA Assicurazioni S.p.A, which specialises in non-life insurance. The latter two companies were already BPER Group's insurance partners.

Reorganisation of the ownership of BNT was completed on 3 February 2010. As a result of such reorganisation, the BPER Group released control of BNT and the investment in BNT was allocated in equal shares among the four banking shareholders (individually and/or at a group level).

In April 2014, BNT signed a contract with a securitisation vehicle called BNT Portfolio SPV s.r.l. set up in accordance with Law 130/1999. The contract involved a without-recourse sale *en bloc* of a large part of the existing and future portfolio of performing and non-performing loans resulting from loan contracts granted and/or held by BNT.
The notes, issued by the SPV in a single tranche, were subscribed by the member banks of BNT substantially in proportion to their respective interests.

In June 2010, BPER and Banca Popolare di Sondrio S.c.p.A. ("**BPS**") transferred control over Arca Vita to Unipol Gruppo S.p.A. ("**Unipol Group**").

In 2009, the BPER Group was closely involved in the plan to restructure Banca Italease S.p.A. ("**Banca Italease**"). The implementation of the project began with the establishment of two companies, Release S.p.A. ("**Release**") and Alba Leasing S.p.A. ("**Alba Leasing**"). A considerable portion of the assets and liabilities of Banca Italease were contributed to these companies, in particular, its impaired assets went to Release, while its performing loans deriving from the banking channel went to Alba Leasing.

In July 2010, the plan for the absorption of Banca CRV into BPER, its parent company, was approved.

On 17 February 2012, BPER set up BPER Trust Company S.p.A. as a wholly-owned subsidiary. The objects of the company were mainly to act as trustee for trusts established by customers, as well as to provide advice on trust matters. The company commenced business in the early 2013.

In November 2012, the merger by absorption of Meliorbanca S.p.A. by BPER took place.

In January 2013, BPER, Carispaq, BPLS and BPA approved a plan of merger by incorporation of Carispaq, BPLS and BPA (hereinafter, the "**Merged Companies**") into BPER. Having successfully concluded the merger of the Merged Companies, an equally important effort was made in 2014 to implement a major project of internal reorganisation, notably, the absorption of three subsidiary banks (Banca Popolare del Mezzogiorno, Banca della Campania and Banca Popolare di Ravenna) by BPER.

In February 2013, BPER completed process aimed at gaining control of Cassa di Risparmio di Bra S.p.A. ("**CRB**" or "**CR Bra**"). As a result, CRB was included within the scope of Group's consolidation.

A new company, part of the BPER Group, was set up in December 2015 – BPER Credit Management s.cons.p.a. – in order to review the model for handling non-performing loans. The corporate purpose of the company is "*the recovery and management of non-performing loans and any other operations designed to facilitate their disposal and/or collection*", became operative since January 2016.

In 2016, BPER consolidated its own direct control of Banca di Sassari S.p.A. ("**Banca di Sassari**") – originally a subsidiary company of Banco di Sardegna S.p.A. ("**Banco di Sardegna**") – transferring 55 branches from Banca di Sassari to Banco di Sardegna with the view to allowing Banca di Sassari to focus on consumer credit lending activity and electronic payment system business.
Starting from April 2020 Banca di Sassari changed its name in Bibanca S.p.A ("**Bibanca**").

In October 2016, BPER acquired 48.98% of the share capital of Cassa di Risparmio di Saluzzo S.p.A. ("**CR Saluzzo**"), thus increasing its shareholding from 31.02% to 80%.

On 27 July 2020 BPER announced that the deed of the merger through absorption of CRB and CR Saluzzo into BPER Banca was effective as of the same day.

On 30 June 2017, BPER completed the acquisition of 100% of the share capital of Nuova Cassa di Risparmio di Ferrara S.p.A. ("**Nuova Carife**") from the Single Resolution Fund.

In November 2017, the merger through absorption of Nuova Carife into BPER took place, with accounting and tax effects having been backdated as of July 2017.

BPER Group's Non Performing Exposure Strategy for the period 2018-2020 provided for the sale of bad loans at a Group level for a total gross book value of between Euro 3.5 and Euro 4.5 billion over 3 years, of which approximately Euro 3.0 billion through two securitisation transactions ("**4Mori Sardegna**" and "**AQUI**") were finalised within 2018.
Later on the Board of Directors of BPER approved the Group's NPE Strategy on the 2019-2021 horizon, which took into consideration the qualitative recommendations of the ECB contained in the SREP Decision 2018.
More recently, on 7 July 2020, the Group completed the sale to an institutional investor of 95% of the mezzanine and junior tranches of securities issued as part of the SPRING bad loan securitisation, whose gross book value at 30 September 2019 was € 1.2 billion ("**SPRING**"). The conclusion of this sale process entailed a significant improvement in the gross NPE ratio of the BPER Group, estimated at 9.3% pro-forma on the figure for the first quarter of 2020, down by 1.8 p.p. compared to the 11.1%.
SPRING, along with 4Mori Sardegna and AQUI, constituted the third securitisation transaction of non-performing loans assisted by GACS State guarantee at Group level. These transactions, together with the sale of a portfolio to UnipolRec for approximately € 1.0 billion carried out in 2019, brought the overall gross book value of the portfolio disposals of bad debts to approximately € 5.0 billion since 2018 to July 2020.

On 22 July 2019, BPER and BPS completed the purchase of the shares of Arca Holding S.p.A. ("**Arca Holding**") auctioned off by the receiverships of Banca Popolare di Vicenza S.p.A. in LCA and Veneto Banca S.p.A. in LCA, for a total of 39.99% of the share capital of Arca Holding, which in turn holds all the shares of Arca Fondi SGR.

On 25 July 2019, BPER acquired from Fondazione di Sardegna a 49% stake of Banco di Sardegna share capital and a stake of Banco di Sardegna preferred shares equal to approximately 36.90%.
BPER currently holds 100% of the ordinary share capital and, approximately, 98.75% of the preferred shares and 89.845% of the saving shares.

On 31 July 2019, BPER purchased 100% of Unipol Banca S.p.A. ("**Unipol Banca**") from Unipol Group S.p.A. and UnipolSai Assicurazioni S.p.A. ("**UnipolSai**").
From 25 November 2019, the deed of merger by incorporation of Unipol Banca with and into BPER was effective. Therefore, from such date assets and liabilities of Unipol Banca were taken over by BPER.

On 17 February 2020 BPER announced it entered into an agreement with Intesa Sanpaolo pursuant to which, upon completion of the voluntary public exchange offer launched by the same Intesa Sanpaolo on the entire share capital of UBI Banca, BPER will purchase a going concern composed of approximately 1.2 million clients distributed on 400/500 banking branches, prevailingly located in the northern Italy, and of assets, liabilities and other legal relationships referable to such clients. The transaction will be funded by means of a right issue in an estimated maximum amount of Euro 1.0 billion.

On 22 April 2020 BPER ordinary and extraordinary shareholders' meeting approved, *inter alia*, separate and consolidated financial statement for 2019 and the proposal to grant the Board of Directors the power to increase the share capital for payment for a maximum amount of Euro 1.0 billion.

Strategy

2019-2021 Business Plan

On 28 February 2019, the BPER Group approved and presented to the market its three-year development plan, known as the "BPER 2021 Strategic Plan" (the "**Plan**").

The Plan is divided into three pillars:

1. growth and development of the business with a particular focus on Bancassurance, Wealth Management and Business Global Advisory, as well as Consumer Credit;

2. strong increase in operational efficiency and simplification; and

3. acceleration of de-risking and further capital strengthening.

Following the extraordinary corporate transactions in February 2019, the growth trajectory of the BPER Group accelerated considerably during 2019 and 2020.

Evolution of the operating machine and organisational simplification

The Plan focuses strongly on cost containment, to be achieved through rationalisation and simplification of the distribution model, corporate structure and internal processes, as well as by optimising the size of the workforce and reducing organisational complexity. Finally, further cost synergies are envisaged by creating a centre to specialise in the real estate sector ("Active Real Estate Management").

This took and will take place through:

- evolution of the distribution model, reorganising the territorial footprint and introducing new branch formats;

- rationalisation and simplification of the Group's corporate structure by BPER absorbing Unipol Banca, as it was done yet in November 2019, and Cassa di Risparmio di Bra and Cassa di Risparmio di Saluzzo, as it was done yet in July 2020, creating a complete range of product companies, strengthening the consumer credit company;

- the optimisation of operations and the continuous IT evolution with the aim of increasing process productivity through the dematerialisation and creation of control and governance tools, the activation of robotics systems and Artificial Intelligence, extension of the use of cloud technologies to promote commercial effectiveness and operational efficiency; and

- staff reduction of 1,300 resources by 2021.

Acceleration of de-risking, confirming maximum capital solidity

The de-risking process, already undertaken by BPER in recent years, is expected to be further strengthened thanks to the introduction of new credit management processes, with particular focus on the continuation of activities aimed at reducing non-performing loans. In addition to the evolution of the credit management process, both in the underwriting phase and in the proactive management of ordinary loans at the first signs of anomaly (also through the anticipated use of forbearance) and recovery of non-performing loans (efficiency of the work-out and outsourcing process).

Operations to strengthen capital and capital management actions

Under BPER Euro Medium Term Notes programme, a Tier 2 subordinated bond was issued in May 2017 for a total aggregate amount of Euro 500 million. The bond has a maturity of 10 years and gives the issuer a call option for its early redemption 5 years after the issue date. The bond pays a fixed coupon of 5.125% for the first 5 years, with a subsequent reset for any residual maturity. The issue was placed entirely with institutional investors.

In July 2019, as a consequence of BPER acquisition of Banco di Sardegna as described here above, BPER Board of Directors, on the basis of the power granted by the Extraordinary Shareholders' Meeting held on 4 July 2019, resolved upon a capital increase for 33,000,000 newly issued BPER ordinary shares. Consequently, since 25 July 2019 the share capital of BPER was Euro 1,542,925,305.00 divided into 514,308,435 shares. On the same date, again as a consequence of BPER acquisition of Banco di Sardegna, BPER issued an "Additional Tier 1" convertible bond for a nominal amount of Euro 150,000,000, which was simultaneously and entirely subscribed for a total price of Euro 180,000,000.

On 7 November 2019 the Board of Directors of BPER, in the context of the resolutions concerning the voluntary public exchange offer on the saving shares of Banco di Sardegna, resolved to exercise the powers granted by the Extraordinary Shareholders Meeting held on 4 July 2019, concerning a capital increase against payment, in divisible form, to service such offer. The Board of Directors resolved upon a capital increase for a maximum of 7,883,368 newly issued BPER ordinary shares.
On 20 December 2019 BPER announced that 6,319,513 BPER ordinary shares were issued the day before as a result of the capital increase in order to serve the above offer. Consequently, since 19 December 2019 the share capital of BPER was Euro 1,561,883,844.00 divided into 520,627,948 shares.

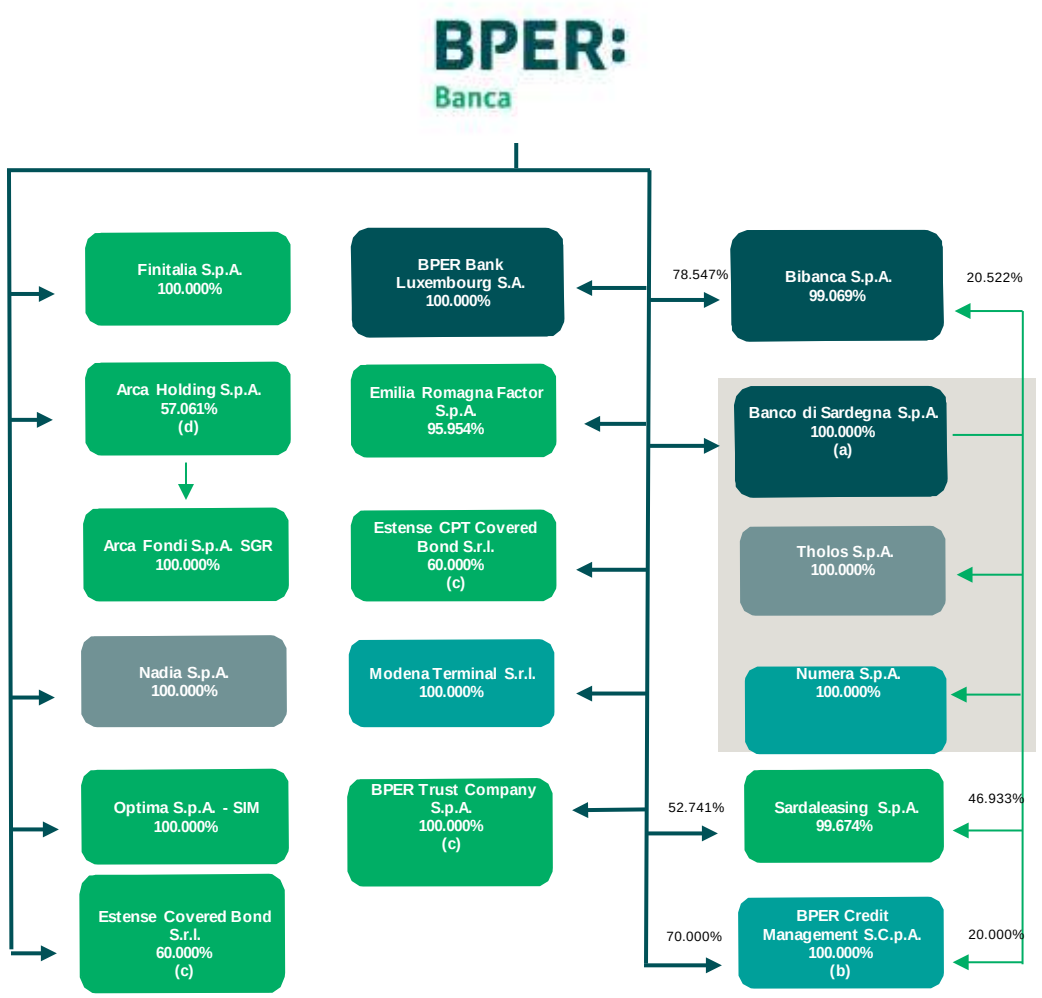
On 30 July 2020 Banco di Sardegna Extraordinary Shareholders Meeting and Banco di Sardegna Special Saving and Preferred Shareholders Meeting were held. As a result, *inter alia*, the conversion of Banco di Sardegna saving shares into preferred shares were approved. As long as the process will be completed the relevant Banco di Sardegna Articles of Association will be duly updated and a fully delisting of Banco di Sardegna saving shares wll follow.

On 27 July 2020 BPER announced that the deed of the merger through absorption of CRB and CR Saluzzo into BPER Banca was effective as of the same day.
As a result of CRB’s absorption, the share capital of the BPER increased by Euro 3,712,500 through the issue of 1,237,500 BPER common shares, by simultaneously amending Article 5 of the Articles of Association. No effect on BPER's share capital derived from the incorporation of CR Saluzzo as it was fully owned.
Consequently, since 27 July 2020 the share capital of BPER is Euro 1,565,596,344.00 divided into 521,865,448 shares.

BPER Group

The BPER Group structure as at 31 August 2020 (*i.e.* after CRB and CR Saluzzo absorbption) is as shown here below.

SITUATION AS AT 31/08/2020



a) Equivalent to 98.677% of the entire Share Capital consisting of ordinary, preference and savings shares, the latter being non voting shares.

b) The following Companies are also shareholders of BPER Credit Management S.C.p.A.:
- Sardaleasing S.p.A. (6.000%);
- Bibanca S.p.A. (3.000%);
- Emilia Romagna Factor S.p.A. (1.000%).

In addition to the above members of the banking group, the scope of consolidation also includes the following subsidiary companies which are not members of the banking group since they do not contribute directly to its activities.
These companies are consolidated under the equity method:
- of the Parent Company:
- Adras S.p.A. (100.000%);
- Italiana Valorizzazioni Immobiliari S.r.l. (100.000%);
- Sifà S.p.A. (51.000%).

c) Subsidiary companies consolidated under the equity method.

d) Subsidiary company which is not member of the banking group since it does not contribute directly to its activities.

The following companies are the principal subsidiaries of BPER as at the date of this Base Prospectus.

Banco di Sardegna

At the date of this Base Prospectus, BPER holds 100 per cent of the ordinary voting shares of Banco di Sardegna. As at 31 December 2019, Banco di Sardegna employed 2,468 staff and had 343 branches; its total direct and indirect deposits amounted to Euro 14,759,730 thousand whilst loss was Euro 29,596 thousand.

Bibanca (former Banca di Sassari)

At the date of this Base Prospectus, BPER and Banco di Sardegna hold, respectively, 78.547 and 20.522 per cent of the ordinary voting shares of Bibanca. As at 31 December 2019, Bibanca employed 144 staff and had no branches; its total direct deposits amounted to Euro 133,271 thousand (Bibanca had no indirect deposit) whilst net profit was Euro 9,138 thousand.

BPER Bank Luxembourg s.a.

At the date of this Base Prospectus, BPER holds 100 per cent of the share capital of BPER Bank Luxembourg s.a.. As at 31 December 2019, BPER Bank Luxembourg s.a. employed 22 staff and had 1 branch; its total direct and indirect deposits amounted to Euro 1,392,936 thousand whilst net profit was Euro 5,100 thousand.

Cassa di Risparmio di Bra

At the date of this Base Prospectus, CRB has been completely absorbed in BPER Banca. As at 31 December 2019, CRB employed 158 staff and had 26 branches; its total direct and indirect deposits amounted to Euro 1,341,722 thousand whilst net profit was Euro 869 thousand.

Cassa di Risparmio di Saluzzo

At the date of this Base Prospectus, CR Saluzzo has been completely absorbed in BPER Banca. As at 31 December 2019, CR Saluzzo employed 174 staff and had 22 branches; its total direct and indirect deposits amounted to Euro 1,064,967 thousand whilst net profit was Euro 584 thousand.

Dependence

The Issuer is not dependent upon any other entity within the BPER Group.

Management of BPER

Board of Directors

The board of directors of BPER (the "**Board of Directors**") is composed of 15 members (including the Chairman).

Name	Title	In office since
Pietro Ferrari	Chairman	14/04/2018
Giuseppe Capponcelli	Deputy Chairman	14/04/2018
Alessandro Vandelli*	Chief Executive Officer	14/04/2018
Riccardo Barbieri*	Director	14/04/2018
Massimo Belcredi	Director	14/04/2018
Mara Bernardini	Director	14/04/2018
Luciano Filippo Camagni*	Director	14/04/2018
Silvia Elisabetta Candini[2]	Director	06/07/2020
Alessandro Robin Foti	Director	14/04/2018
Elisabetta Gualandri	Director	14/04/2018
Ornella Rita Lucia Moro	Director	14/04/2018
Mario Noera*	Director	14/04/2018
Marisa Pappalardo	Director	14/04/2018
Rossella Schiavini*	Director	14/04/2018
Valeria Venturelli	Director	14/04/2018

* Members of the Executive Committee

General Management

Name	Title
Alessandro Vandelli[3]	General Manager

[2] *On 3 June 2020 Director Ms Roberta Marracino irrevocably resigned from office with effect from 30 June 2020 for personal reasons. On 6 July 2020 BPER ordinary shareholders' meeting elected Ms Silvia Elisabetta Candini as a new Director.*

[3] *As from 1 January 2020 Mr. Vandelli, in addition to the role of Chief Executive Officer, also holds the office of General Manager.*

Name	Title
Pierpio Cerfogli	Deputy General Manager
Eugenio Garavini	Deputy General Manager
Stefano Rossetti	Deputy General Manager (Vice)
Gian Enrico Venturini	Deputy General Manager

The Manager responsible for preparing the Issuer's financial reports

Name	Title
Marco Bonfatti	Manager responsible for preparing the Issuer's financial reports

The business address of each of the above is c/o BPER, Via S. Carlo 8/20, 41121 Modena, Italy.

The Board of Directors is required under the by-laws of BPER to meet monthly and at any other time when a meeting is convened by the Chairman or called by one third of the Directors or by the Board of Statutory Auditors.

The Board of Directors is vested with all powers for the ordinary and extraordinary administration of BPER, except those which are expressly reserved to the exclusive authority of the shareholders by Italian law or under the by-laws of BPER.

Subject to the foregoing, the Board of Directors may delegate to the executive committee, the chief executive officer and the general management such powers and duties regarding BPER's business and operations as it shall consider appropriate.

Administrative and Management bodies conflicts of interests

None of the Directors or general managers performs activities outside the BPER Group, which are significant with respect to the BPER Group. Potential conflicts of interest may exist between certain Directors' duties to the Issuer and their private interests, as certain Directors are local entrepreneurs who may wish to enter into business transactions with the Issuer (i.e. borrowing loans from the Issuer). In case of such conflict of interest, pursuant to Article 2391 of the Italian Civil Code, the Director must disclose any interest, personal or on behalf of a third party in a specific transaction of the Issuer to the other members of the board and to the audit committee. The Director is obliged to declare the nature, origin and conditions of his private interest. Furthermore, in compliance with provisions of Article 136 of the Italian Legislative Decree No. 385 of 1 September 1993 as amended, any person who is vested with managing/controlling powers within BPER may not assume any obligation or enter into purchase/sale agreements with BPER unless such transaction has been approved by BPER's Board of Directors through a resolution passed unanimously and in accordance with Article 2391 of Italian Civil Code mentioned above.

Save as noted above no potential conflicts of interest exist between the Directors' and the General Managers' duties to BPER and their private interests and/or other duties.

Board of Statutory Auditors:

Name	Title	In office since

Name	Title	In office since
Paolo De Mitri	Chairman	08/05/2018
Cristina Calandra Buonaura	Auditor	22/11/2018
Diana Rizzo	Auditor	14/04/2018
Francesca Sandrolini	Auditor	14/04/2018
Vincenzo Tardini	Auditor	14/04/2018

Shareholders

As at 3 September 2020 the main shareholders of BPER were as follows:

Shareholder	Shareholding (%)
Unipol Gruppo S.p.A.	19.68
Fondazione di Sardegna	10.22
Dimensional Fund Advisor LP	4.08
Fondazione Carisbo	1.47
Fondazione Cassa di Risparmio di Modena	1.38

Rating of BPER

Moody's:

- Short-term Deposit Rating: P-3;
- Long-term Deposit Rating: Baa3 with "negative" outlook;
- Long-term Issuer Rating: Ba3 with "negative" outlook;
- Baseline Credit Assessment ("BCA"): Ba2;
- Senior Unsecured Medium-Term Note Program: Ba3 with "negative" outlook;
- Subordinate Medium-Term Note Program: Ba3.

Fitch:

- Long-term Issuer Default Rating: 'BB' on RWN;
- Short-term Issuer Default Rating: 'B';
- Viability Rating: 'bb' on RWN;
- Long-term Deposit Rating: 'BB+' on RWN;
- Long-term Senior Unsecured Rating: 'BB' on RWN;
- Long-term Subordinated Debt: 'B+' on RWN.

Moody's is established in the United Kingodm. Fitch is established in Ireland. Each of Moody's and Fitch are registered under Regulation (EU) No. 1060/2009, as amended. Each of Fitch and Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation.

Overview

The BPER Group operates mainly in the traditional banking sector, such as loans and deposits and providing credit to customers who are mainly represented by households and small and medium-sized businesses, through the parent company BPER which operates throughout the country whilst Banco di Sardegna operates mainly in Sardinia.

Through a network of companies, the Group offers a wide range of services to its customers in Corporate and Investment Banking, Private Banking and Wealth Management, as well as a series of financial products including leasing and factoring.

As at 31 December 2019, net interest income comes to Euro 1,164.5 million, up 3.75% on the comparative figure (Euro 1,122.4 million at 31 December 2018).

Customer macro-segments

Retail

The products and services developed in 2019 have been continuing to provide a response to the needs of the community, households and businesses.

In 2019 BPER continued to review and strengthen the BPER Group's commercial offer by rationalising existing proposals and marketing new products and services.

Private Banking & Wealth Management

The private banking service of the BPER Group has continued to develop in qualitative and quantitative terms, with a view to becoming the principal banking provider of global wealth advice for the most advanced customers.

Corporate

Corporate customers have been taken care of by BPER employees visiting them and making sales proposals based on their specific needs, such as for medium to long-term financial support, in certain cases linked to international projects that Italian companies have put in place to offset the decline in domestic demand.

BPER's offer of financial products consists of Corporate Finance, Acquisition Finance, Project Finance (renewables, conventional energy and infrastructure) and Shipping Finance services. BPER continues offering expert advice to Corporate customers of the Group in the fields of Merger and Acquisition, Corporate and Institutional Advisory and IPOs.

Statements made by the Issuer regarding its competitive position

At 31 December 2019, the Group's network consisted of 1,349 branches located throughout the country, as well as a branch office in the Grand Duchy of Luxembourg, with consolidated total assets of Euro 79,033 million.

Domestic market share, as at 31 March 2020, was approximately 5.57%[4].

On the Italian banking scene, the BPER Banca Group ranks sixth by total assets and loans.

Within the domestic banking system, the BPER Group's market share of loans to customers, excluding bad loans, was 2.96% at 31 March 2020, while its market share of deposits was 2.97%.

Geographical organisation of the BPER Group and employees

The BPER Group companies employed 13,805 persons as at 31 December 2019.

The following table shows, as at 31 December 2019 and 2018, a breakdown of the BPER Group's employees.

Employees	31.12.2019	31.12.2018	Change
1. BPER Banca S.p.A.	10,416	8,292	2,124
2. BPER Bank Luxembourg s.a.	22	20	2
3. Banca di Sassari s.p.a.	144	146	(2)
4. Banco di Sardegna s.p.a.	2,468	2,425	43
5. Cassa di Risparmio di Bra s.p.a.	158	164	(6)
6. Cassa di Risparmio di Saluzzo s.p.a.	174	183	(9)
Total banks	**13,382**	**11,230**	**2,152**
Subsidiaries consolidated line-by-line	423	385	38
Total of balance sheet	**13,805**	**11,615**	**2,190**

The following table shows, as at 31 December 2019 and 2018, a breakdown of the BPER Group's branches.

Branches	31.12.2019	31.12.2018	Change
1. BPER Banca S.p.A.	958	827	131
2. Banco di Sardegna s.p.a.	343	336	7
3. Cassa di Risparmio di Bra s.p.a.	26	28	(2)
4. Cassa di Risparmio di Saluzzo s.p.a.	22	27	(5)
Total Italian banks	**1,349**	**1,218**	**131**
5. BPER Bank Luxembourg s.a.	1	1	-
Total	**1,350**	**1,219**	**131**

[4] *Source*: *Planus Corp. analysis of Regulatory Reports.*

Overview Financial Consolidated Information of the BPER Group

The following tables set out certain consolidated balance sheet data of the BPER Group, as at 31 December 2019 and 31 December 2018.

Income statement	**BPER Group consolidated figures for the year ended 31 December**	
	2019	**2018**
	(in thousands of Euro)	
Net Interest income	1,164,539	1,122,437
Net commission income	931,950	776,265
Net interest and other banking income	2,224,583	2,037,063
Net income from financial activities	1,775,313	1,810,401
Operating costs	(1,708,387)	(1,416,174)
Profit (loss) from current operations before tax	416,898	345,526
Profit (Loss) for the year	394,452	445,790
Profit (Loss) for the year pertaining to the Parent Company	379,583	401,953

Balance Sheet statement	**BPER Group consolidated figures for the year ended 31 December**	
	2019	**2018**
	(in thousands of Euro)	
Net Loans to customer	52,006,038	47,050,942
- of which net bad loans	*1,171,281*	*1,448,257*
Net interbank position	(9,891,324)	(11,585,739)
Financial assets	18,956,906	17,152,084
Total assets	79,033,498	70,634,767
Direct deposits	58,055,608	49,996,419
Indirect deposits	110,623,352	36,257,418
- of which managed	*41,714,305*	*19,330,962*
- of which administered	*68,909,047*	*16,926,456*

Cash flows statement	BPER Group consolidated figures for the year ended 31 December	
	2019	2018
	(in thousands of Euro)	
Net cash generated/absorbed by operating activities	377,867	154,011
Net cash generated/absorbed by investment activities	(375,999)	(79,984)
Net cash generated/absorbed by funding activities	105,511	(34,686)
Net cash generated/absorbed in the year	107,379	39,341

The following table sets out certain data and ratios of BPER as at 31 December 2019 and 31 December 2018.

These data and ratios are not recognised as measures of financial performance or liquidity under IFRS. Investors should not place any undue reliance on these Non GAAP data and ratios and should not consider these measures as (a) an alternative to operating income or net income as determined in accordance with generally accepted accounting principles, or as measures of operating performance; (b) an alternative to cash flows from operating, investing or financing activities (as determined in accordance with generally accepted accounting principles), or as a measure of BPER Group's ability to meet cash needs; or (c) an alternative to any other measures of performance under generally accepted accounting principles. These measures are not indicative of BPER Group's historical operating results, nor are they meant to be indicative of future results. These measures are used by management to monitor the underlying performance of the business and the operations. Since all companies do not calculate these measures in an identical manner, BPER Group's presentation may not be consistent with similar measures used by other companies. Therefore, investors should not place undue reliance on this data.

Performance ratios[5]

Financial ratios	31.12.2019	2018[6]
Structural ratios		
Net loans to customers/total assets	65.80%	66.61%
Net loans to customers/direct deposits from customers	89.58%	94.11%
Financial assets/total assets	23.99%	24.28%
Fixed assets[7]/total assets	2.02%	2.14%
Goodwill/total assets	0.55%	0.37%
Direct deposits/total assets	88.91%	89.36%
Indirect deposits under management/indirect deposits	37.71%	53.32%
Financial assets/tangible equity[8]	4.10	3.85
Total tangible assets[9]/tangible equity	16.96	15.77
Net interbank position (in thousands of Euro)	(9,891,324)	(11,585,739)
Number of employees[10]	13,805	11,615
Number of national bank branches	1,349	1,218
Profitability ratios		
ROE[11]	8.66%	9.06%
ROTE[12]	9.92%	10.15%
ROA[13]	0.50%	0.63%
Cost to income ratio[14]	74.11%	66.44%
Net impairment losses on loans to customers/net loans to customers	0.86%	0.47%

[5] *The information provided is consistent with the ESMA document of 5 October 2015 "Guidelines - Alternative performance indicators", aimed at promoting the usefulness and transparency of Alternative Performance Indicators included in prospectuses or regulated sources of information. To construct ratios, reference was made to the balance sheet and income statement figures of the reclassified statements prepared from a management point of view.*

[6] *The comparative ratios have been calculated on figures at 31 December 2018 as per the Consolidated Financial Statements as at 31 December 2018, without considering the effects of applying IFRS 16.*

[7] *Fixed assets include both equity investments and property, plant and equipment. The ratio would be at 1.64% without considering the application of IFRS 16. The other ratios represented in this section are not influenced by the application of IFRS 16.*

[8] *Tangible equity: total shareholders' equity, including minority interests, net of intangible assets.*

[9] *Total tangible assets = total assets net of intangible assets.*

[10] *The number of employees (point figure) does not include expectations.*

[11] *ROE has been calculated as net profit for the year on average shareholders'equity of Group not including net profit.*

[12] *ROTE has been calculated as net profit for the year on average shareholders'equity of Group not including net profit and intangible assets.*

[13] *ROA has been calculated as net profit for the year (including net profit for the year pertaining to minority interests) on total assets.*

[14] *The cost to income ratio has been calculated on the basis of the layout of the reclassified income statement (operating costs/operating income); when calculated on the basis of the layout provided by the 6th update of Bank of Italy Circular no. 262 the cost to income ratio is at 76.80%. If we do not consider non-recurring expenses relating to the personnel retirement plan, the cost to income ratio would be at 70.68% at 31 December 2019 (69.52% at 31 December 2018 as per the Consolidated Financial Statements 31 December 2018).*

(cont.)

Basic EPS[15]	0.766	0.836
Diluted EPS[16]	0.743	0.836
Risk ratios		
Net non-performing loans/net loans to customers	5.77%	6.81%
Net bad loans/net loans to customers	2.25%	3.08%
Net unlikely to pay loans/net loans to customers	3.19%	3.60%
Net past due loans/net loans to customers	0.32%	0.13%
Impairment provisions for non-performing loans/gross non-performing loans	51.03%	54.52%
Impairment provisions for bad loans/gross bad loans	66.04%	66.62%
Impairment provisions for unlikely to pay loans/gross unlikely to pay loans	33.01%	35.73%
Impairment provisions for past due loans/gross past due loans	14.57%	12.33%
Impairment provisions for performing loans/gross performing loans	0.33%	0.37%
Texas ratio[17]	79.04%	84.97%
Own Funds (Phased in) (in thousands of Euro)[18]		
Common Equity Tier 1 (CET1)	4,828,807	4,367,711
Own Funds	5,839,914	5,278,852
Risk-weighted assets (RWA)	34,721,277	30,606,171
Capital and liquidity ratios		
Common Equity Tier 1 Ratio (CET1 Ratio) - Phased in	13.91%	14.27%
Tier 1 Ratio (T1 Ratio) - Phased in	14.35%	14.37%
Total Capital Ratio (TC Ratio) - Phased in	16.82%	17.25%
Common Equity Tier 1 Ratio (CET1 Ratio) - Fully Phased	12.01%	11.95%
Leverage Ratio - Phased in[19]	6.1%	6.0%
Leverage Ratio - Fully Phased[20]	5.3%	5.0%
Liquidity Coverage Ratio (LCR)	158.9%	154.3%
Net Stable Funding Ratio (NSFR)	114.0%	106.8%

Non-financial ratios	**31.12.2019**	**2018[21]**
Productivity ratios (in thousands of Euro)		
Direct deposits per employee	4,205.40	4,304.47
Loans to customers per employee	3,767.19	4,050.88
Assets managed per employee	3,021.68	1,664.31
Assets administered per employee	4,991.60	1,457.29
Core revenues[22] per employee	151.86	163.47
Net interest and other banking income per employee	161.14	175.38
Operating costs per employee	123.75	121.93

[15] *EPS has been calculated net of treasury shares in portfolio.*
[16] *See previous note.*
[17] *The texas ratio is calculated as total gross non-performing loans on net tangible equity increased by impairment provisions for non-performing loans.*
[18] *Items have been calculated according to the provisions of Regulation (EU) 575/2013 (CRR), as amended by the Commission Delegated Regulation (EU) 2395/2017.*
[19] *The ratio has been calculated according to the provisions of Regulation (EU) 575/2013 (CRR), as amended by the Commission Delegated Regulation (EU) 62/2015.*
[20] *See previous note.*
[21] *The comparative ratios have been calculated on figures at 31 December 2018 as per the Consolidated Financial Statements as at 31 December 2018, without considering the effects of applying IFRS 16.*
[22] *Core revenues = net interest income + net commission income.*

The following table sets out certain data and ratios of BPER as at 30 June 2020 and 31 December 2019.

Performance ratios[23]

Financial ratios	30.06.2020	2019[24]
Structural ratios		
Net loans to customers/total assets	61.54%	65.80%
Net loans to customers/direct deposits from customers	88.41%	89.58%
Financial assets/total assets	25.90%	23.99%
Fixed assets[25]/total assets	1.82%	2.02%
Goodwill/total assets	0.51%	0.55%
Direct deposits/total assets	88.92%	88.91%
Indirect deposits under management/indirect deposits	37.74%	37.71%
Financial assets/tangible equity[26]	4.74	4.10
Total tangible assets[27]/tangible equity	18.16	16.96
Net interbank position (in thousands of Euro)	(11,500,006)	(9,891,324)
Number of employees[28]	13,550	13,805
Number of national bank branches	1,313	1,349
Profitability ratios		
ROE[29]	4.26%	8.66%
ROTE[30]	4.92%	9.92%
ROA[31]	0.27%	0.50%
Cost to income ratio[32]	67.27%	69.15%
Net impairment losses on loans to customers/net loans to customers	0.56%	0.31%
Basic EPS[33]	0.201	0.209
Diluted EPS[34]	0.188	0.209

[23] *The information provided is consistent with the ESMA document of 5 October 2015 "Guidelines - Alternative performance indicators", aimed at promoting the usefulness and transparency of Alternative Performance Indicators included in prospectuses or regulated sources of information. To construct ratios, reference was made to the balance sheet and income statement figures of the reclassified statements prepared from a management point of view as mentioned in chapter 6 "The BPER Banca Group's results of operations" as per the present Report.*

[24] *The comparative patrimonial ratios, together with ROE, ROTE and ROA, have been calculated on figures at 31 December 2019 as per the Consolidated financial statements as at 31 December 2019, while economical ratios have been calculated on figures at 30 June 2019 as per the Consolidated half-year report as at 30 June 2019.*

[25] *Fixed assets include both Equity investments and Property, plant and equipment. The ratio would be at 1.48% (1.64% at 31 December 2019) without considering the application of IFRS 16.*

[26] *Tangible equity: total shareholders' equity, including minority interests, net of intangible assets.*

[27] *Total tangible assets = total assets net of intangible assets.*

[28] *The number of employees (point figure) does not include the expectations.*

[29] *ROE has been calculated as annualized net profit for the period on average shareholders' equity of Group not included net profit.*

[30] *ROTE has been calculated as annualized net profit for the period on average shareholders' equity of Group not included net profit and intangible assets.*

[31] *ROA has been calculated as annualized net profit for the period (including net profit for the period pertaining to minority interests) on total assets.*

[32] *The Cost to income Ratio has been calculated on the basis of the layout of the reclassified income statement (operating costs/operating income); when calculated on the basis of the layout provided by the 6th update of Bank of Italy Circular no. 262 the Cost to income Ratio is at 70.71% (73.23% at 30 June 2019 as per the Consolidated half-year report as at 30 June 2019).*

[33] *EPS has been calculated net of treasury shares in portfolio.*

[34] *See previous note.*

(cont.)

Financial ratios	30.06.2020	2019[35]
Risk ratios[36]		
Net non-performing loans/net loans to customers	5.60%	5.77%
Net bad loans/net loans to customers	2.29%	2.25%
Net unlikely to pay loans/net loans to customers	2.96%	3.19%
Net past due loans/net loans to customers	0.35%	0.32%
Impairment provisions for non-performing loans/gross non-performing loans	44.48%	51.03%
Impairment provisions for bad loans/gross bad loans	55.17%	66.04%
Impairment provisions for unlikely to pay loans/gross unlikely to pay loans	34.97%	33.01%
Impairment provisions for past due loans/gross past due loans	18.15%	14.57%
Impairment provisions for performing loans/gross performing loans	0.32%	0.33%
Texas ratio[37]	75.48%	79.04%
Own Funds (Phased in) (in thousands of Euro)[38]		
Common Equity Tier 1 (CET1)	4,773,562	4,828,807
Own Funds	5,758,897	5,839,914
Risk-weighted assets (RWA)	33,820,055	34,721,277
Capital and liquidity ratios		
Common Equity Tier 1 Ratio (CET1 Ratio) - Phased in	14.11%	13.91%
Tier 1 Ratio (T1 Ratio) - Phased in	14.56%	14.35%
Total Capital Ratio (TC Ratio) - Phased in	17.03%	16.82%
Common Equity Tier 1 Ratio (CET1 Ratio) - Fully Loaded[39]	12.57%	12.01%
Leverage Ratio - Phased in[40]	5.6%	6.1%
Leverage Ratio - Fully Loaded[41]	4.9%	5.3%
Liquidity Coverage Ratio (LCR)	161.8%	158.9%
Net Stable Funding Ratio (NSFR)	118.8%	114.0%

[35] *The comparative ratios have been calculated on figures at 31 December 2019 as per the Consolidated financial statements as at 31 December 2019.*

[36] *The credit risk ratios recalculated taking into consideration the effects of the derecognition of the "Spring" bad loan portfolio as at 30 June 2020 are:*

- *Net non-performing loans/net loans to customers 5.01%*
- *Net bad loans/net loans to customers: 1.68%*
- *Net unlikely to pay loans/net loans to customers: 2.98%*
- *Net past due loans/net loans to customers: 0.36%*
- *Impairment provisions for non-performing loans/gross non-performing loans: 47.41%*
- *Impairment provisions for bad loans/gross bad loans: 62.82%*
- *Texas ratio: 70,82%*

[37] *The texas ratio is calculated as total gross non-performing loans on net tangible equity increased by impairment provisions for non-performing loans.*

[38] *Items have been calculated according to the provisions of Regulation (EU) 575/2013 (CRR), as amended by the Commission Delegated Regulation (EU) 2395/2017.*

[39] *The Fully Loaded Common Equity Tier 1 ratio has been estimated excluding the effects of the transitional provisions in force and taking into account the expected absorption of deferred tax assets relating to first-time adoption of IFRS9.*

[40] *Ratio has been calculated according to the provisions of Regulation (EU) 575/2013 (CRR), as amended by the Commission Delegated Regulation (EU) 62/2015.*

[41] *The Leverage ratio Fully Loaded has been estimated excluding the effects of the transitional provisions in force and taking into account the expected absorption of deferred tax assets relating to first-time adoption of IFRS9.*

(cont.)

Non-financial ratios	30.06.2020	2019[42]
Productivity ratios (in thousands of Euro)		
Direct deposits per employee	4,414.38	4,205.40
Loans to customers per employee	3,902.85	3,767.19
Assets managed per employee	2,966.85	3,021.68
Assets administered per employee	4,894.74	4,991.60
Core revenues[43] per employee	83.46	80.55
Net interest and other banking income per employee	88.29	83.80
Operating costs per employee	62.43	61.36

Alternative Performance Measures

In order to better evaluate the BPER financial management performance (based on the consolidated financial statements of BPER Group for the years ending 31 December 2018 and 2019 and the consolidated half-year report (including limited review report) as at 30 June 2020) the management has identified several Alternative Performance Measures ("**APM**"). Management believes that these APMs provide useful information for investors as regards the financial position, cash flows and financial performance of the same, because they facilitate the identification of significant operating trends and financial parameters. This Base Prospectus contains the following alternative performance measures as defined by the European Securities and Markets Authority's Guidelines on Alternative Performance Measures (ESMA/2015/1415), which are used by the management of the Issuer to monitor its financial and operating performance.
For any further information related to APMs see also the relevant footnotes on the here above tables referred to performance ratios data as at 31 December 2018 and 2019 and 30 June 2020.

It should be noted that:

(i) The APMs are based exclusively on the BPER and BPER Group historical data and are not indicative of the future performance;

(ii) The APMs are not derived from IFRS and, as they are derived from the consolidated financial statements of BPER and BPER Group prepared in conformity with these principles, they are not subject to audit;

(iii) The APMs are non-IFRS financial measures and are not recognised as measure of performance or liquidity under IFRS and should not be recognised as alternative to performance measure derived in accordance with IFRS or any other generally accepted accounting principles;

(iv) the APMs should be read together with financial information for BPER and BPER Group taken from the consolidated financial statements for the year 2018 and 2019 and the consolidated half-year report (including limited review report) as at 30 June 2020;

(v) since all companies do not calculate APMs in an identical manner, the presentation of BPER may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on these data;

[42] *The comparative patrimonial ratios have been calculated on figures at 31 December 2019 as per the Consolidated financial statements as at 31 December 2019, while economical ratios have been calculated on figures at 30 June 2019 as per the Consolidated half-year report as at 30 June 2019.*

[43] *Core revenues = net interest income + net commission income.*

(vi) the APMs and definitions used herein are consistent and standardised for all the period for which financial information in this Base Prospectus are included.

LOANS TO CUSTOMERS

BPER Group's loans to customers

The following table shows, as at 31 December 2019 and 31 December 2018, a breakdown of the loans of BPER Group (after provisions have been made).

(in thousands)

Captions	31.12.2019	31.12.2018	Change	% Change
Current accounts	4,841,510	4,690,606	150,904	3.22
Mortgage loans	32,540,195	28,373,757	4,166,438	14.68
Repurchase Agreement	591,175	202,778	388,397	191.54
Leases and factoring	3,833,890	3,666,579	167,311	4.56
Other transactions	10,199,268	10,117,222	82,046	0.81
Net loans to customers	**52,006,038**	**47,050,942**	**4,955,096**	**10.53**

Loans to customers, net of adjustments, totalled Euro 52,006.0 million (Euro 47,050.9 million at 31 December 2018) up by Euro 4,955.1 million since 31 December 2018 due to the business combinations carried out in the third quarter of the year (Euro 8,298.9 million of net loans acquired at 1st of July 2019).

(in thousands)

Captions	31.12.2019	31.12.2018	Change	% Change
Gross non-performing exposures	**6,122,541**	**7,045,555**	**(923,014)**	**-13.10**
Bad loans	3,448,761	4,338,160	(889,399)	-20.50
Unlikely to pay loans	2,478,777	2,638,374	(159,597)	-6.05
Past due loans	195,003	69,021	125,982	182.53
Gross performing exposures	**49,169,481**	**44,011,304**	**5,158,177**	**11.72**
Total gross exposure	**55,292,022**	**51,056,859**	**4,235,163**	**8.29**
Impairment provisions for non-performing exposures	**3,124,116**	**3,841,000**	**(716,884)**	**-18.66**
Bad loans	2,277,480	2,889,903	(612,423)	-21.19
Unlikely to pay loans	818,231	942,585	(124,354)	-13.19
Past due loans	28,405	8,512	19,893	233.71
Impairment provisions for performing exposures	**161,868**	**164,917**	**(3,049)**	**-1.85**
Total impairment provisions	**3,285,984**	**4,005,917**	**(719,933)**	**-17.97**
Net non-performing exposures	**2,998,425**	**3,204,555**	**(206,130)**	**-6.43**
Bad loans	1,171,281	1,448,257	(276,976)	-19.12
Unlikely to pay loans	1,660,546	1,695,789	(35,243)	-2.08
Past due loans	166,598	60,509	106,089	175.33
Net performing exposures	**49,007,613**	**43,846,387**	**5,161,226**	**11.77**
Total net exposure	**52,006,038**	**47,050,942**	**4,955,096**	**10.53**

At 31 December 2019, the provisions relating to non-performing loans amounted to Euro 3,124.1 million (Euro 3,841 million at 31 December 2018; -18.66%), for a coverage ratio of 51.03% (54.52% at 31 December 2018), while provisions relating to performing loans amounted to Euro 161.9 million (Euro 164.9 million at 31 December 2018; -1.85%), leading to a coverage ratio of 0.33% (0.37% at 31 December 2018), which reflects the general improvement in credit quality of the Group's performing portfolio.
Considering the direct write-offs of bad loans still outstanding, Euro 444.0 million (Euro 727.4 million at 31 December 2018), the coverage ratio increased to 54.34% (58.77% at 31 December 2018).

The total coverage ratio was therefore 5.94%, down compared with 7.85% at 31 December 2018. Based on the same considerations set out above concerning direct write-offs, the total effective coverage of loans came to 6.69% (9.14% at 31 December 2018).

(in thousands)

Loans to customers	31.12.2019		31.12.2018		% Gross change	% Net change	% Coverage ratio
	Gross	Net	Gross	Net			
1. BPER Banca S.p.A.	43,119,832	40,829,483	39,677,286	36,673,479	8.68	11.33	5.31
2. BPER Bank Luxembourg s.a.	248,608	240,039	236,743	229,163	5.01	4.75	3.45
3. Banca di Sassari s.p.a.	1,299,644	1,282,601	930,338	919,329	39.70	39.51	1.31
4. Banco di Sardegna s.p.a.	8,052,242	7,550,322	7,772,814	7,231,641	3.59	4.41	6.23
5. Cassa di Risparmio di Bra s.p.a.	1,148,305	1,024,404	1,183,697	1,060,168	-2.99	-3.37	10.79
6. Cassa di Risparmio di Saluzzo s.p.a.	603,265	568,555	636,243	597,273	-5.18	-4.81	5.75
Total banks	**54,471,896**	**51,495,404**	**50,437,121**	**46,711,053**	**8.00**	**10.24**	**5.46**
7. Sardaleasing s.p.a.	3,356,780	3,081,446	3,377,874	3,116,700	-0.62	-1.13	8.20
8. Emil-Ro Factor s.p.a.	1,090,696	1,071,966	877,339	858,664	24.32	24.84	1.72
9. Finitalia S.p.a.	593,824	578,396	-	-	n.s.	n.s.	2.60
Other companies and consolidation adjustments	(4,221,174)	(4,221,174)	(3,635,475)	(3,635,475)	16.11	16.11	-
Total of balance sheet	**55,292,022**	**52,006,038**	**51,056,859**	**47,050,942**	**8.29**	**10.53**	**5.94**

Net non-performing loans amounted to Euro 2,998.4 million (-6.43%), equating to 5.77% of total net loans to customers (6.81% at 31 December 2018), whereas, on a gross basis, the non-performing loans on loans to customers ratio equated to 11.07% (13.80% at 31 December 2018).

More specifically, net bad loans amounted to Euro 1,171.3 million (-19.12%), net unlikely to pay loans totalled Euro 1,660.5 million (-2.08%) and net past due loans amounted to Euro 166.6 million (+175.33%).

The net non-performing loans acquired on the absorption of Unipol Banca amounted to Euro 309.6 million following completion of the Purchase Price Allocation; more specifically, bad loans amounted to Euro 21.8 million, unlikely to pay loans total Euro 257.4 million and past due loans totalled Euro 30.4 million.

The coverage ratio, 51.03%, was down compared with 31 December 2018 (54.52%), mainly due to the sale of a portfolio of bad loans to UnipolReC with a gross amount of around Euro 1 billion, as well as to the recognition of former Unipol Banca non-performing loans directly at their fair value, without any provisions.

(in thousands)

Non-performing loans	31.12.2019		31.12.2018		% Gross change	% Net change	% Coverage ratio
	Gross	Net	Gross	Net			
1. BPER Banca S.p.A.	4,123,336	1,951,565	4,905,782	2,028,553	-15.95	-3.80	52.67
2. BPER Bank Luxembourg s.a.	9,898	1,776	13,514	6,318	-26.76	-71.89	82.06
3. Banca di Sassari s.p.a.	35,434	23,397	12,502	6,304	183.43	271.15	33.97
4. Banco di Sardegna s.p.a.	983,153	497,976	1,101,353	578,967	-10.73	-13.99	49.35
5. Cassa di Risparmio di Bra s.p.a.	235,957	114,300	248,292	127,576	-4.97	-10.41	51.56
6. Cassa di Risparmio di Saluzzo s.p.a.	62,660	29,349	77,388	40,120	-19.03	-26.85	53.16
Total banks	**5,450,438**	**2,618,363**	**6,358,831**	**2,787,838**	**-14.29**	**-6.08**	**51.96**
7. Sardaleasing s.p.a.	624,791	360,570	651,179	398,386	-4.05	-9.49	42.29
8. Emil-Ro Factor s.p.a.	29,109	12,494	35,545	18,331	-18.11	-31.84	57.08
9. Finitalia S.p.a.	18,203	6,998	-	-	n.s.	n.s.	61.56
Total of balance sheet	**6,122,541**	**2,998,425**	**7,045,555**	**3,204,555**	**-13.10**	**-6.43**	**51.03**
Direct write-offs of bad loans	444,039	-	727,371	-	-38.95	n.s.	100.00
Adjusted total	**6,566,580**	**2,998,425**	**7,772,926**	**3,204,555**	**-15.52**	**-6.43**	**54.34**
Non-performing loans (Total of balance sheet)/Loans to customers	**11.07%**	**5.77%**	**13.80%**	**6.81%**			

Net bad loans amounted to Euro 1,171.3 million (-19.12%), representing 2.25% of total net loans to customers (3.08% at 31 December 2018), whereas, on a gross basis, the bad loans on total loans to customers ratio came to 6.24% (8.50% at 31 December 2018).

The coverage of bad loans was 66.04%, in line with 66.62% at 31 December 2018.

(in thousands)

Bad loans	31.12.2019		31.12.2018		% Gross change	% Net change	% Coverage ratio
	Gross	Net	Gross	Net			
1. BPER Banca S.p.A.	2,285,012	724,625	3,071,119	894,519	-25.60	-18.99	68.29
2. BPER Bank Luxembourg s.a.	6,004	262	5,734	262	4.71	-	95.64
3. Banca di Sassari s.p.a.	7,312	1,521	5,393	1,061	35.58	43.36	79.20
4. Banco di Sardegna s.p.a.	613,293	249,194	690,969	314,947	-11.24	-20.88	59.37
5. Cassa di Risparmio di Bra s.p.a.	138,034	40,474	148,600	50,368	-7.11	-19.64	70.68
6. Cassa di Risparmio di Saluzzo s.p.a.	40,846	11,760	46,256	14,878	-11.70	-20.96	71.21
Total banks	**3,090,501**	**1,027,836**	**3,968,071**	**1,276,035**	**-22.12**	**-19.45**	**66.74**
7. Sardaleasing s.p.a.	321,987	131,725	343,247	162,016	-6.19	-18.70	59.09
8. Emil-Ro Factor s.p.a.	23,613	7,647	26,842	10,206	-12.03	-25.07	67.62
9. Finitalia S.p.a.	12,660	4,073	-	-	n.s.	n.s.	67.83
Total of balance sheet	**3,448,761**	**1,171,281**	**4,338,160**	**1,448,257**	**-20.50**	**-19.12**	**66.04**
Direct write-offs of bad loans	444,039	-	727,371	-	-38.95	n.s.	100.00
Adjusted total	**3,892,800**	**1,171,281**	**5,065,531**	**1,448,257**	**-23.15**	**-19.12**	**69.91**
Bad loans (Total of balance sheet)/Loans to customers	**6.24%**	**2.25%**	**8.50%**	**3.08%**			

Net unlikely-to-pay loans totalled Euro 1,660.5 million (-2.08%), representing 3.19% of total net loans to customers (3.60% at 31 December 2018), while on a gross basis the ratio was 4.48% (5.17% at 31 December 2018).

The coverage of unlikely-to-pay loans has decreased since the end of 2018 to 33.01%, compared with 35.73% at 31 December 2018.

(in thousands)

Unlikely to pay loans	31.12.2019		31.12.2018		% Gross change	% Net change	% Coverage ratio
	Gross	Net	Gross	Net			
1. BPER Banca S.p.A.	1,734,539	1,136,127	1,807,840	1,111,408	-4.05	2.22	34.50
2. BPER Bank Luxembourg s.a.	3,894	1,514	7,780	6,056	-49.95	-75.00	61.12
3. Banca di Sassari s.p.a.	7,139	4,715	3,986	2,585	79.10	82.40	33.95
4. Banco di Sardegna s.p.a.	332,535	216,927	396,181	251,804	-16.06	-13.85	34.77
5. Cassa di Risparmio di Bra s.p.a.	90,274	67,868	97,139	74,947	-7.07	-9.45	24.82
6. Cassa di Risparmio di Saluzzo s.p.a.	21,690	17,484	31,068	25,188	-30.19	-30.59	19.39
Total banks	**2,190,071**	**1,444,635**	**2,343,994**	**1,471,988**	**-6.57**	**-1.86**	**34.04**
7. Sardaleasing s.p.a.	281,588	210,722	292,189	222,086	-3.63	-5.12	25.17
8. Emil-Ro Factor s.p.a.	4,600	4,003	2,191	1,715	109.95	133.41	12.98
9. Finitalia S.p.a.	2,518	1,186	-	-	n.s.	n.s.	52.90
Total of balance sheet	**2,478,777**	**1,660,546**	**2,638,374**	**1,695,789**	**-6.05**	**-2.08**	**33.01**
Unlikely to pay loans/Loans to customers	**4.48%**	**3.19%**	**5.17%**	**3.60%**			

The net amount of past due loans was Euro 166.6 million, significantly increased (+175.33%) as consequence to application of the "New Definition of Default – NDoD", and represented 0.32% of total net loans to customers (0.13% at 31 December 2018), while, on a gross basis, the ratio of past due loans on total loans to customers was 0.35% (0.14% at 31 December 2018). The coverage of past due loans was 14.57% (12.33% at 31 December 2018).

(in thousands)

Past due loans	31.12.2019		31.12.2018		% Gross change	% Net change	% Coverage ratio
	Gross	Net	Gross	Net			
1. BPER Banca S.p.A.	103,785	90,813	26,823	22,626	286.93	301.37	12.50
2. Banca di Sassari s.p.a.	20,983	17,161	3,123	2,658	571.89	545.64	18.21
3. Banco di Sardegna s.p.a.	37,325	31,855	14,203	12,216	162.80	160.76	14.66
4. Cassa di Risparmio di Bra s.p.a.	7,649	5,958	2,553	2,261	199.61	163.51	22.11
5. Cassa di Risparmio di Saluzzo s.p.a.	124	105	64	54	93.75	94.44	15.32
Total banks	**169,866**	**145,892**	**46,766**	**39,815**	**263.23**	**266.42**	**14.11**
6. Sardaleasing s.p.a.	21,216	18,123	15,743	14,284	34.76	26.88	14.58
7. Emil-Ro Factor s.p.a.	896	844	6,512	6,410	-86.24	-86.83	5.80
8. Finitalia S.p.a.	3,025	1,739	-	-	n.s.	n.s.	42.51
Total of balance sheet	**195,003**	**166,598**	**69,021**	**60,509**	**182.53**	**175.33**	**14.57**
Past due loans/Loans to customers	**0.35%**	**0.32%**	**0.14%**	**0.13%**			

The distribution of loans to non-financial corporates is analysed by ATECO category below:

(in thousands)

Distribution of loans to non-financial corporates	31.12.2019	%
A. Agriculture, forestry and fishing	848,309	1.63
B. Mining and quarrying	38,258	0.07
C. Manufacturing	7,411,084	14.27
D. Provision of electricity, gas, steam and air-conditioning	657,765	1.26
E. Provision of water, sewerage, waste management and rehabilitation	338,988	0.65
F. Construction	2,417,385	4.65
G. Wholesaling and retailing, car and motorcycle repairs	4,655,976	8.95
H. Transport and storage	922,480	1.77
I. Hotel and restaurants	1,319,977	2.54
J. Information and communication	314,345	0.60
L. Real estate	3,140,580	6.04
M. Professional, scientific and technical activities	752,439	1.45
N. Rentals, travel agencies, business support services	1,065,936	2.05
O. Public administration and defence, compulsory social security	7,280	0.01
P. Education	28,010	0.05
Q. Health and welfare	356,895	0.69
R. Arts, sport and entertainment	171,219	0.33
S. Other services	373,272	0.72
Total loans to non-financial corporates	**24,820,198**	**47.73**
Individuals and other not included above	21,191,159	40.75
Financial corporates	3,599,739	6.92
Insurance companies	42,900	0.08
Governments and other public entities	2,352,042	4.52
Total loans	**52,006,038**	**100.00**

Net interbank lending

(in thousands)

Net interbank position	31.12.2019	31.12.2018	Change	% Change
A. Loans to banks	**2,321,809**	**1,540,509**	**781,300**	**50.72**
1. Current accounts and deposits	441,913	169,438	272,475	160.81
2. Reverse repurchase agreements	-	-	-	n.s.
3. Other	1,879,896	1,371,071	508,825	37.11
B. Due to banks	**12,213,133**	**13,126,248**	**(913,115)**	**-6.96**
Total (A-B)	**(9,891,324)**	**(11,585,739)**	**1,694,415**	**-14.63**

(in thousands)

Net interbank position	30.06.2020	31.12.2019	Change	% Change
A. Loans to banks	**5,100,751**	**2,321,809**	**2,778,942**	**119.69**
1. Current accounts and deposits	426,428	441,913	(15,485)	-3.50
2. Reverse repurchase agreements	487,689	-	487,689	n.s.
3. Other	4,186,634	1,879,896	2,306,738	122.71
B. Due to banks	**16,600,757**	**12,213,133**	**4,387,624**	**35.93**
Total (A-B)	**(11,500,006)**	**(9,891,324)**	**(1,608,682)**	**16.26**

Refinancing transactions with the European Central Bank

The following table gives details of such operations with the ECB as at 31 December 2019. Compared with 31 December 2018, the balance includes the quota taken up by Unipol Banca, which was absorbed by the Parent Company on 25 November 2019.

(in millions)

Refinancing transactions with the European Central Bank	Capital	Maturity
1. Targeted Long Term Refinancing Operation (TLTRO-II) -BPER Banca	4,400	24.06.2020
2. Targeted Long Term Refinancing Operation (TLTRO-II) - CR Saluzzo	95	24.06.2020
3. Targeted Long Term Refinancing Operation (TLTRO-II) - BPER Banca	1,000	16.12.2020
4. Targeted Long Term Refinancing Operation (TLTRO-II) -BPER Banca	4,136	24.03.2021
5. Targeted Long Term Refinancing Operation (TLTRO-II) - CR Saluzzo	34	24.03.2021
Total	**9,665**	

At 31 December 2019 the BPER Banca Group has therefore obtained Euro 9,665 million of TLTRO II loans, against a loan limit of Euro 10,991 million, with a valuation at 31 December 2019 of Euro 9,542 million, after deducting accrued interest income.

At 31 December 2019, the Central Treasury held significant resources relating to securities eligible for refinancing at the European Central Bank, of an overall amount, net of margin calls, of Euro 20,911 million (Euro 18,716 million at 31 December 2018). The available portion at 31 December 2019 amounted to Euro 10,363 million (Euro 5,692 million at 31 December 2018).

The following table gives details of such operations with the ECB as at 30 June 2020. Since 31 December 2019, the Group has benefited from the additional liquidity made available by the ECB by repaying early the TLTRO-II loans expiring subsequent to 30 June 2020 and arranging to new sources of funds: TLTRO-III and currency loans.

(in millions)

Refinancing transactions with the European Central Bank	Currency	Capital	Value	Maturity
1. Currency loan through auction	usd	200	184	02.07.2020
2. Currency loan through auction	usd	200	183	09.07.2020
3. Currency loan through auction	usd	100	92	30.07.2020
4. Currency loan through auction	usd	150	138	06.08.2020
5. Currency loan through auction	usd	150	137	20.08.2020
6. Currency loan through auction	usd	180	161	27.08.2020
7. Targeted Long Term Refinancing Operation (TLTRO-III) -BPER Banca	euro	14,000	14,000	28.08.2023
Total		**14,980**	**14,895**	

The BPER Banca Group has therefore obtained Euro 14,000 million of TLTRO III loans, against a loan limit of Euro 16,711 million, with a valuation at 30 June 2020 of Euro 13,997.7 million, after deducting accrued interest income.

At 30 June 2020, the Central Treasury held significant resources relating to securities eligible for refinancing at the European Central Bank, with an overall amount, net of margin calls, of Euro 27,101 million (Euro 20,911 million at 31 December 2019). The available portion amounts to Euro 10,554 million (Euro 10,363 million at 31 December 2019).

Counterbalancing Capacity

The following table sets forth the information as at 31 December 2019.

(in millions)

Counterbalancing Capacity	Nominal value	Guarantee value	Restricted portion	Available portion
Eligible securities and loans		**20,911**	**10,548**	**10,363**
1 Securities as collateral for own and third-party commitments		363	363	
2 Securities subject to funding repurchase agreements		643	643	
3 Securities and loans not transferred to the Pooling Account		8,507		8,507
4 Securities and loans transferred to the Pooling Account		11,398	9,542	1,856
of which:				
Own securitisations	*1,938*	*1,757*		
Guaranteed Bank Bonds issued by the Bank	*3,400*	*2,858*		
COllateralized BAnk Assets	*4,950*	*2,762*		

As summarised in the table, at 31 December 2019, the Pooling account of the Central Treasury possessed significant resources relating to securities eligible for refinancing by the European Central Bank, of an overall amount, net of margin call, of Euro 11,398 million, of which Euro 9,542 million has been refinanced (Euro 1,856 million was still available).

These include:

- securities from self-securitisations of performing residential mortgage portfolios given to the Bank's own customers (at 31 December 2019 Euro 1,433.2 million, eligible for refinancing up to Euro 1,297.1 million), using the special purpose vehicles Dedalo s.r.l., Sardegna RE Finance s.r.l. and Grecale s.r.l.;
- securities from self-securitisations of performing loans portfolios given to the Bank's own customers in the small and medium-sized businesses segment (at 31 December 2019 Euro 504.8 million, eligible for refinancing up to Euro 459.8 million), using the special purpose vehicle Multi Lease AS s.r.l.;
- Guaranteed Bank Bonds issue by the Bank with a nominal value of Euro 3,400 million, eligible for refinancing up to Euro 2,858.3 million, using the special purpose vehicles Estense Covered Bond s.r.l. and Estense CPT Covered Bond s.r.l;
- COllateralized BAnk Assets (A.BA.CO) for Euro 4,949.6 million at 31 December 2019, of which Euro 2,761.7 million eligible for refinancing.

The following table sets forth the information as at 30 June 2020.

(in millions)

Counterbalancing Capacity	Nominal value	Guarantee value	Restricted portion	Available portion
Eligible securities and loans		**27,101**	**16,547**	**10,554**
1 Securities as collateral for own and third-party commitments		329	329	
2 Securities subject to funding repurchase agreements		1,246	1,246	
3 Securities and loans not transferred to the Pooling Account		7,326		7,326
4 Securities and loans transferred to the Pooling Account		18,200	14,972	3,228
of which:				
Own securitisations	*1,706*	*1,561*		
Guaranteed Bank Bonds issued by the Bank	*4,500*	*3,876*		
Collateralized Bank Assets	*5,273*	*4,148*		

As summarised in the table, at 30 June 2020, the Pooling account of the Central Treasury possessed significant resources relating to securities eligible for refinancing by the European Central Bank, of an overall amount, net of margin call, of Euro 18,200 million, of which Euro 14,972 million has been refinanced (Euro 3,228 million is still available).

These include:

- securities from self-securitisations of performing residential mortgage portfolios given to the Bank's own customers (at 30 June 2020 Euro 1,294.6 million, eligible for refinancing up to Euro 1,181.4 million), using the special purpose vehicles Dedalo s.r.l., Sardegna RE Finance s.r.l. and Grecale s.r.l.;
- securities from self-securitisations of performing residential mortgage portfolios given to the Bank's own customers in the small and medium-sized businesses segment (at 30 June 2020 Euro 411.1 million, eligible for refinancing up to Euro 379.6 million), using the special purpose vehicle Multi Lease AS s.r.l.;
- Guaranteed Bank Bonds issue by the Bank with a nominal value of Euro 4,500 million, eligible for refinancing up to Euro 3,876 million, using the special purpose vehicles Estense Covered Bond s.r.l. and Estense CPT Covered Bond s.r.l;

- Collateralised Bank Assets (A.BA.CO.) for Euro 5,273 million at 30 June 2020, of which Euro 4,148 million eligible for refinancing.

Funding

The following table shows the BPER Group's borrowing breakdown.

(in thousands)

Captions	31.12.2019	31.12.2018	Change	% Change
Current accounts and demand deposits	47,724,679	37,413,210	10,311,469	27.56
Time deposits	954,077	1,901,381	(947,304)	-49.82
Repurchase agreements	238,736	2,539,391	(2,300,655)	-90.60
Lease liabilities	306,037	11,883	294,154	--
Other short-term loans	2,997,190	2,728,998	268,192	9.83
Bonds	5,089,892	3,990,573	1,099,319	27.55
- subscribed by institutional customers	3,278,364	2,531,595	746,769	29.50
- subscribed by ordinary customers	1,811,528	1,458,978	352,550	24.16
Certificates	36,541	52,672	(16,131)	-30.63
Certificates of deposit	708,456	1,358,311	(649,855)	-47.84
Direct deposits from customers	**58,055,608**	**49,996,419**	**8,059,189**	**16.12**
Indirect deposits (off-balance sheet figure)	110,623,352	36,257,418	74,365,934	205.11
- of which managed	41,714,305	19,330,962	22,383,343	115.79
- of which administered	68,909,047	16,926,456	51,982,591	307.11
Customer funds under administration	**168,678,960**	**86,253,837**	**82,425,123**	**95.56**
Bank borrowing	12,213,133	13,126,248	(913,115)	-6.96
Funds under administration or management	**180,892,093**	**99,380,085**	**81,512,008**	**82.02**

Direct deposits from customers of Euro 58,055.6 million have increased by 16.12%. The increase was mainly influenced by the contribution of Unipol Banca (Euro 9,955.2 million acquired on 1st of July 2019 following completion of the Purchase Price Allocation), as well as by the recognition of lease liabilities, as a technicality involved in the application of IFRS 16.
Among the various technical forms, bonds have increased by Euro 1,099.3 million (27.55%), following new covered bond issues and acquisition of the loans issued by Unipol Banca (Euro 1,263.4 million acquired on 1st of July 2019 following the Purchase Price Allocation), and current accounts have increased by Euro 10,311.5 million (+27.56%), also due to the acquisition of direct funding from Unipol Banca.

By contrast, repurchase agreements have decreased by Euro 2,300.7 million (-90.60%), following the termination of certain relationships with institutional customers, certificates of deposit by Euro 649.9 million (-47.84%) and time deposits by Euro 947.3 million (-49.82%).
Indirect deposits from customers, marked to market, totalled Euro 110,623.4 million, up from 31 December 2018 (+205.11%) due to the significant contribution made by Unipol Banca (Euro 51,898 million at 1st of July 2019) and Arca Fondi SGR (Euro 29,822.5 million at 31 December 2019, of which around Euro 12,686.4 million previously placed by the Group banks).
Total funds under administration or management by the Group, including bank borrowing (Euro 12,213.1 million) amounted to Euro 180,892.1 million.

(in thousands)

Direct deposits	31.12.2019	31.12.2018	Change	% Change
1. BPER Banca S.p.A.	45,859,374	36,292,280	9,567,094	26.36
2. BPER Bank Luxembourg s.a.	817,559	900,837	(83,278)	-9.24
3. Banca di Sassari s.p.a.	133,271	124,905	8,366	6.70
4. Banco di Sardegna s.p.a.	10,009,648	11,229,434	(1,219,786)	-10.86
5. Cassa di Risparmio di Bra s.p.a.	783,123	803,429	(20,306)	-2.53
6. Cassa di Risparmio di Saluzzo s.p.a.	685,005	727,329	(42,324)	-5.82
Total banks	**58,287,980**	**50,078,214**	**8,209,766**	**16.39**
Other companies and consolidation adjustments	(232,372)	(81,795)	(150,577)	184.09
Total	**58,055,608**	**49,996,419**	**8,059,189**	**16.12**

Direct deposits include subordinated liabilities:

(in thousands)

Captions	31.12.2019	31.12.2018	Change	% Change
Non-convertible subordinated liabilities	761,177	775,973	(14,796)	-1.91
Total subordinated liabilities	**761,177**	**775,973**	**(14,796)**	**-1.91**

There were no convertible subordinated liabilities at 31 December 2019 (as at 31 December 2018).

(in thousands)

Indirect deposits	31.12.2019	31.12.2018	Change	% Change
1. BPER Banca S.p.A.	88,416,773	31,978,280	56,438,493	176.49
2. BPER Bank Luxembourg s.a.	575,377	624,615	(49,238)	-7.88
3. Banco di Sardegna s.p.a.	4,750,082	4,025,753	724,329	17.99
4. Cassa di Risparmio di Bra s.p.a.	558,599	504,858	53,741	10.64
5. Cassa di Risparmio di Saluzzo s.p.a.	379,962	312,859	67,103	21.45
Total banks	**94,680,793**	**37,446,365**	**57,234,428**	**152.84**
6. Arca Fondi SGR s.p.a.	29,822,478	-	29,822,478	n.s.
Other companies and consolidation adjustments	(13,879,919)	(1,188,947)	(12,690,972)	--
Total	**110,623,352**	**36,257,418**	**74,365,934**	**205.11**

Own Funds and capital ratios

The harmonised rules for banks and investment companies contained in Regulation (EU) 575/2013 (CRR) and in the 2013/36/EU Directive (CRD IV) approved on 26 June 2013 and published in the Official Journal of the European Union the next day, entered into force on 1 January 2014.
This regulatory framework, which is the only set of rules that seeks to harmonise prudential regulations of the Member States of the European Community, was made applicable in Italy by the Bank of Italy's Circular 285, published on 17 December 2013 and subsequent updates.
From 30 June 2015 the accounting scope of consolidation is aligned with that required for prudential reporting purposes: companies excluded are treated in the same way as the banks and companies subject to significant influence and consolidated under the equity method.

On 31 December 2017, the BPER Banca Group adopted internal models for measuring the capital requirements relating to the credit risk represented by both business and retail customers. The scope[44] of the models included BPER Banca, Banco di Sardegna and Bibanca and, from the first quarter of 2019, also Cassa di Risparmio di Bra, Sardaleasing and Cassa di Risparmio di Saluzzo were formally included in the roll-out plan and adopt the IRB Approach as scheduled in the plan. It is whorty to note that starting from 27 July 2020 Cassa di Risparmio di Bra and Cassa di Risparmio di Saluzzo were abosbed in BPER Banca. The other BPER Banca Group companies and asset classes not included in the roll-out plan continue to use the Standardised Approach.
The use of internal models has given rise to an increase in the capital buffer over and above the ECB's minimum requirement of CET1 that originally was equal to 9% and then reduced to 8.125%, as shown on 31 March and 30 June 2020 financial data, by the same ECB with a latter communication on April 2020.

At 31 December 2019 the Common Equity Tier 1 Ratio requirement to be complied with was equal to 9.018% Phased In and Fully Phased, as it was also influenced by the additional requirement constituted by the specific countercyclical capital reserve of the BPER Banca Group of 0.018% at 31 December 2019.
Compared with that limit, the amount of available equity at 31 December 2019 could be quantified at Euro 1,699 million (about 489 bps of CET1) under the Phased In transitional arrangements, while on a Fully Phased basis it could be put at Euro 1,035 million, about 299 bps.

With regard to the above, the amount of CET1 has been calculated taking into account the portion of the profit for the year allocable to equity, totalling Euro 306.7 million, determined in accordance with the process envisaged in art. 3 of ECB Decision (EU) 656/2015 dated 4 February 2015 and art. 26, para. 2, of Regulation (EU) 575/2013 (CRR) for the purpose of its computability.

The following table shows the BPER Banca Group's capital ratios and the minimum capital adequacy requirements for regulatory purposes as at 31 December 2019.

[44] *The ECB authorised the use of internal models on 24 June 2016.*

(in thousands)

	31.12.2019 Fully Phased	31.12.2019 Phased in	31.12.2018 Fully Phased	31.12.2018 Phased in	Change in Phased in	% Change
Common Equity Tier 1 capital-CET1	4,154,505	4,828,807	3,642,754	4,367,711	461,096	10.56
Additional Tier 1 capital - AT1	152,092	152,092	31,554	31,554	120,538	382.01
Tier 1 capital - Tier 1	**4,306,597**	**4,980,899**	**3,674,308**	**4,399,265**	**581,634**	**13.22**
Tier 2 capital - Tier 2 - T2	858,760	859,015	878,992	879,587	(20,572)	-2.34
Total Own Funds	**5,165,357**	**5,839,914**	**4,553,300**	**5,278,852**	**561,062**	**10.63**
Total Risk-weighted assets (RWA)	**34,579,423**	**34,721,277**	**30,489,167**	**30,606,171**	**4,115,106**	**13.45**
CET1 Ratio (CET1/RWA)	**12.01%**	**13.91%**	**11.95%**	**14.27%**	**- 36 bps**	
Tier 1 Ratio (Tier 1/RWA)	**12.45%**	**14.35%**	**12.05%**	**14.37%**	**-2 bps**	
Total Capital Ratio (Total Own Funds/RWA)	**14.94%**	**16.82%**	**14.93%**	**17.25%**	**-43 bps**	
RWA/Total assets	**43.75%**	**43.93%**	**43.16%**	**43.33%**	**60 bps**	

At 31 December 2019 the capital ratios were as follows:

- Common Equity Tier 1 Ratio (Phased In) of 13.91% (13.10% at 30 September 2019, 14.33% at 30 June 2019, 14.24% at 31 March 2019 and 14.27% at 31 December 2018). The ratio calculated on Fully Phased basis is equal to 12.01% (11.28% at 30 September 2019, 12.33% at 30 June 2019, 12.24% at 31 March 2019 and 11.95% at 31 December 2018);
- Phased In Tier 1 ratio of 14.35% (13.55% at 30 September 2019, 14.42% at 30 June 2019, 14.32% at 31 March 2019 and 14.37% at 31 December 2018);
- Total Capital ratio (Phased In) of 16.82% (16.12% at 30 September 2019, 17.32% at 30 June 2019, 17.23% at 31 March 2019 and 17.25% at 31 December 2018).

Note that the BPER Banca Group uses different methods for calculating risk-weighted assets, which are summarised below:

- credit risk - for Group entities represented by BPER Banca, Banco di Sardegna, Bibanca and Cassa di Risparmio di Bra, the credit risk measurement is performed using the AIRB method. For Banks and other Companies that are not in the scope of validation and for other risk assets not included in the validated models, the standardized approach has been maintained;
- credit down-rating risk - the standardized approach is used;
- market risk - the standardized approach is used for assessing market risk (general and specific risk on equities, general risk on debt securities and positioning risk for units in investment funds) to determine the related individual and consolidated capital requirement;
- operational risk - operational risk measurement uses the standardized approach (TSA).

This requirement is also influenced by the additional Countercyclical Capital Reserve requirement specified for the BPER Banca Group of 0.003% at 30 June 2020, raising the overall minimum to 8.128%. Compared with that limit, the amount of available equity (CET 1) at 30 June 2020 can be quantified at Euro 2,023 million (about 598 bps of CET1) under the phased in transitional arrangements, while on a fully loaded basis it can be put at Euro 1,499 million, or about 444 bps of CET 1.

With regard to the above, the amount calculated for CET1 includes that portion of the profit for the period allocable to equity, Euro 104.7 million, as determined in accordance with the process envisaged in art. 3 of ECB Decision (EU) 656/2015 dated 4 February 2015 and art. 26, para. 2, of Regulation (EU) 575/2013 (CRR).

The following table shows the BPER Banca Group's capital ratios and the minimum capital adequacy requirements for regulatory purposes as at 30 June 2020.

(in thousands)

	30.06.2020 Fully Loaded	30.06.2020 Phased in	31.12.2019 Fully Loaded	31.12.2019 Phased in	Change in Phased in	% Change
Common Equity Tier 1 capital- CET1	4,240,665	4,773,562	4,154,505	4,828,807	(55,245)	-1.14
Additional Tier 1 capital - AT1	151,794	151,794	152,092	152,092	(298)	-0.20
Tier 1 capital - Tier 1	**4,392,459**	**4,925,356**	**4,306,597**	**4,980,899**	**(55,543)**	**-1.12**
Tier 2 capital - Tier 2 - T2	833,371	833,541	858,760	859,015	(25,474)	-2.97
Total Own Funds	**5,225,830**	**5,758,897**	**5,165,357**	**5,839,914**	**(81,017)**	**-1.39**
Total Risk-weighted assets (RWA)	**33,744,261**	**33,820,055**	**34,579,423**	**34,721,277**	**(901,222)**	**-2.60**
CET1 Ratio (CET1/RWA)	**12.57%**	**14.11%**	**12.01%**	**13.91%**	**20 bps**	
Tier 1 Ratio (Tier 1/RWA)	**13.02%**	**14.56%**	**12.45%**	**14.35%**	**21 bps**	
Total Capital Ratio (Total Own Funds/RWA)	**15.49%**	**17.03%**	**14.94%**	**16.82%**	**21 bps**	
RWA/Total assets	**39.27%**	**39.36%**	**43.75%**	**43.93%**	**-457 bps**	

The capital ratios are as follows:

- Common Equity Tier 1 Ratio (Phased In) of 14.11% (13.60% at 31 March 2020 and 13.91% at 31 December 2019). This ratio calculated on a Fully Loaded basis comes to 12.57% (12.07% at 31 March 2020 and 12.01% at 31 December 2019);
- Tier 1 ratio (Phased In) of 14.56% (14.05% at 31 March 2020 and 14.35% at 31 December 2019);
- Total Capital Ratio (Phased In) of 17.03% (16.59% at 31 March 2020 and 16.82% at 31 December 2019).

Economic Performance

The table below sets out the consolidated income statement as at 31 December 2019 compared with 31 December 2018.

(in thousands)

Captions		31.12.2019	31.12.2018
10.	Interest and similar income	1,419,767	1,375,925
	of which: interest income calculated using the effective interest method	1,395,908	1,358,857
20.	Interest and similar expense	(255,228)	(253,488)
30.	**Net interest income**	**1,164,539**	**1,122,437**
40.	Commission income	1,043,000	812,147
50.	Commission expense	(111,050)	(35,882)
60.	**Net commission income**	**931,950**	**776,265**
70.	Dividends and similar income	14,101	34,339
80.	Net income from trading activities	180	1,812
90.	Net income from hedging activities	(1,546)	1,621
100.	Gains (Losses) on disposal or repurchase of:	116,600	91,925
	a) financial assets measured at amortised cost	38,710	(77,645)
	b) financial assets measured at fair value through other comprehensive income	77,664	168,662
	c) financial liabilities	226	908
110.	Net income on financial assets and liabilities measured at fair value through profit or loss	(1,241)	8,664
	a) financial assets and liabilities designated at fair value	(8,436)	(4,378)
	b) other financial assets mandatorily measured at fair value	7,195	13,042
120.	**Net interest and other banking income**	**2,224,583**	**2,037,063**
130.	Net impairment losses for credit risk relating to:	(446,291)	(223,706)
	a) financial assets measured at amortised cost	(447,547)	(225,772)
	b) financial assets measured at fair value through other comprehensive income	1,256	2,066
140.	Gains (Losses) from contractual modifications without derecognition	(2,979)	(2,956)
150.	**Net income from financial activities**	**1,775,313**	**1,810,401**
180.	**Net income from financial and insurance activities**	**1,775,313**	**1,810,401**
190.	Administrative expenses:	(1,699,466)	(1,442,264)
	a) staff costs	(1,049,686)	(821,494)
	b) other administrative expenses	(649,780)	(620,770)
200.	Net provisions for risks and charges	(12,193)	(7,794)
	a) commitments and guarantees granted	9,032	16,197
	b) other net provisions	(21,225)	(23,991)
210.	Net adjustments to property, plant and equipment	(125,524)	(70,405)
220.	Net adjustments to intangible assets	(59,552)	(48,534)
230.	Other operating expense/income	188,348	152,823
240.	**Operating costs**	**(1,708,387)**	**(1,416,174)**
250.	Gains (Losses) of equity investments	7,213	13,349
270.	Impairment losses on goodwill	-	(62,344)
275.	Gain on a bargain purchase	343,361	-
280.	Gains (Losses) on disposal investments	(602)	294
290.	**Profit (Loss) from current operations before tax**	**416,898**	**345,526**
300.	Income taxes on current operations for the year	(22,446)	100,264
310.	**Profit (Loss) from current operations after tax**	**394,452**	**445,790**
330.	**Profit (Loss) for the year**	**394,452**	**445,790**
340.	Profit (Loss) for the year pertaining to minority interests	(14,869)	(43,837)
350.	**Profit (Loss) for the year pertaining to the Parent Company**	**379,583**	**401,953**

Risk Management Department

The Risk Management Department now reports directly to the Parent Company's Chief Executive Officer and is broken down into the following Organisational Units:

- Rating Office and Risk Governance Office, as staff functions for the Chief Risk Officer;
- Financial Risk Department;
- Credit and Operational Risk Department;
- Credit Control and Internal Ratification Department.

The Risk Management Department, as the Group's risk control function, aims to collaborate in the definition and implementation of the Risk Appetite Framework and the related risk governance policies, through an adequate risk management process.
An integral part of its mission is to ensure adequate reporting to the Corporate Bodies of the Parent Company and Group companies.
The Risk Management Department extends its area of responsibility to all of the Group companies included in the current risk map, given that the "Group Guidelines - Internal Control System" provide for centralised management of the risk control function by the Parent Company.
The Group companies that have this function outsource it to the Parent Company, with the exception of the Luxembourg based company[45].
The mission of the Risk Management Department is carried out as part of the Parent Company's guidance and coordination activity as an outsourcer for Group banks and companies.
The Risk Management Department operates at Group companies through a Contact (who functionally reports to it) identified at the various Group companies.

The responsibilities of the Risk Management Department are entrusted to the Chief Risk Officer (CRO), who performs the role with support from the organisational units that report hierarchically to the department. The principal activities include:

- within the ambit of the Risk Appetite Framework, proposing the quantitative and qualitative parameters necessary for its definition, both in the normal course of business and in situations of stress, ensuring their adequacy over time in relation to changes in the internal and external context;
- proposal of risk governance policies for measurable and non-measurable risks not allocated to other control functions (limited to the sections relating to risk management and exposure/operational limits) and oversight of their implementation, ensuring that the various stages of the risk management process are consistent with the Risk Appetite Framework;
- development of risk management methodologies, processes and tools via the identification, measurement/assessment, monitoring and reporting of risks, ensuring their adequacy over time through the development and application of indicators designed to highlight anomalous situations and inefficiencies. In particular:
    - definition of common metrics of operational risk assessment (including IT risks) that are consistent with the RAF, in coordination with the Compliance Function, the ICT function and the Business Continuity function;

[45] *Circular CSSF 14/597 – Update of circular CSSF 12/552 on the central administration, internal governance and risk management "117. Outsourcing the compliance function and risk control function is not authorised."*

    - definition of methods to evaluate and control reputational risk, in coordination with the Compliance function and the corporate functions that are most exposed to this type of risk;
    - provision of assistance to the Corporate Bodies in the assessment of strategic risk by monitoring significant variables.
- monitoring the actual risk profile assumed in relation to the risk objectives defined in the RAF, collaborating in the definition of operating limits for the assumption of various types of risk and constantly verifying their adequacy and compliance, reporting any overruns to Corporate Bodies;
- provision of support to the Chief Executive Officer in the implementation of the ICAAP and ILAAP, preparation of reports to be submitted to the Supervisory Authority and coordination of the various phases of the process and performance of those assigned to it;
- coordination of the process for the preparation and update of the BPER Banca Group recovery plan to be submitted to the Supervisory Authority and performance of the phases assigned to it;
- coordination of activities associated with the internal stress testing programme with the help of the various organisational structures involved, in the various execution areas (operational and regulatory stress test);
- checking the adequacy and effectiveness of the measures taken to correct weaknesses in the risk management process;
- development, ratification[46] and upkeep of the internal systems of risk measurement, ensuring compliance with the instructions issued by the Supervisory Authority, as well as consistency with the operational needs of the company and the evolution of the market;
- provision of preventive advice on the consistency of more significant transactions with the RAF, acquiring if necessary, depending on the nature of the transaction, the opinion of other functions involved in the risk management process;
- analysis of risks deriving from new products/services and from entry into new business segments;
- control of the rating and override processes;
- performance of second-level checks on the lending process, verifying the existence of effective supervision over credit exposures (especially if impaired), the proper classification of risk and the adequacy of provisions; the effectiveness of the recovery process;
- involvement in defining, updating and monitoring the Non-Performing Loans strategy (providing estimates of the impact on the risk parameters used in the internal rating system and on the Group's capital profile in terms of RWA and Shortfall), as well as in policies and processes for their management before submission to the Corporate Bodies of the Parent Company and Group companies;
- it handles execution of the activities included in the second-level control framework on non-performing loans;
- it coordinates the preliminary activities for the preparation and updating of the Resolution Plan, prepared by the Resolution Authority, directly carrying out the steps that are within its sphere of competence.

In addition, the Risk Management Department:

- takes part in the definition of the Group's strategy, assessing the relative impact on risk;
- takes part in deciding on strategic changes to the Group's internal control system.

[46] *Through the Model Ratification Office*

Business Continuity

Routine work in the area of business continuity was completed in 2019, making it possible to update the Business Continuity Plan of the Parent Company, the Business Continuity Plans of those banks and companies within the Banking Group with critical processes, and the Disaster Recovery plans of all the companies concerned.
In addition, the following innovative elements were introduced during 2019:

- Direct access to Orbit by the managers of organisational units required to complete the BIA analyses relevant to them;
- Implementation and updates to the "Test" module of the Orbit application used to prepare documentation for the Operational Continuity checks carried out by those Group companies whose IT systems are aligned;
- Enhanced monitoring of critical suppliers via the incremental identification of Operational continuity contacts;
- Identification of back-up sites for the critical processes of Cassa di Risparmio di Bra and Cassa di Risparmio di Saluzzo, respectively in Lagnasco and Bra.

Two internal audits were carried out, covering the "Routine management of Operational Continuity and Disaster Recovery and Test Participation" and "Participation in Operational Continuity tests by suppliers and third parties". The outcomes were widely satisfactory.

Additionally, two training sessions were delivered to:

- Managers of the functions involved in the impact analysis carried out at all banks and companies regarding the "Routine management of Operational Continuity" sub-process;
- Contact persons assigned to monitor critical suppliers.

With regard to the Group's annual testing plan, 18 operational continuity tests were carried out (1 on the cyber-theft of data in walk-through mode; 9 exercises covering the non-availability of human resources, of which 3 in walk-through mode; 4 exercises covering the non-availability of sites, including 1 in walk-through mode; 1 exercise covering the non-availability of infrastructure; 1 exercise covering the non-availability of infrastructure and the primary site; 1 walk-through exercise on the non-availability of the primary site, infrastructure and human resources; 1 exercise on the chain of command during the non-availability of infrastructure and critical IT systems), as well as 4 disaster recovery tests (non-availability of IT systems). Overall positive outcomes were achieved.
Group entities also participated in and/or received the results of 14 tests carried out by critical suppliers.

The annual analysis of the Bank's critical processes also highlighted the residual risks, which were brought to the attention of the Risk Committee on 20 November 2019 and then to the Board of Directors on 19 December 2019. The Board meeting held on 19 December 2019 approved the updates to the continuity plan.
Work is also well advanced on an update to the Group Regulation governing the "Management of Operational Continuity" (and related Operating Instructions), with a view to adopting the relevant new internal and external regulations, including the new EBA Guidelines. In particular, the document is being finalised and agreed with the internal functions involved.

For any further information related to the epidemic risk (Covid-19 crisis) see also the "*Risk Factors*" section.

Recent Developments

Acquisition of a going concern from Intesa Sanpaolo

On 17 February 2020 the Issuer entered into an agreement with Intesa Sanpaolo S.p.A. for the acquisition of a going concern consisting of (i) approximately 1.2 million clients distributed on 400/500 banking branches, ii) an aggregate amount of net credits against customers equal to at least Euro 20 billion and (iii) Risk-Weighted Assets (RWA) not higher than Euro 15.5 billion., upon completion of the voluntary public exchange offer launched by Intesa Sanpaolo S.p.A. on the entire share capital of UBI Banca S.p.A..

The Board of Directors of the Issuer resolved to submit to the Extraordinary Shareholders' Meeting, subject to the prior authorization of the competent authorities, the proposal to authorize the Board of Directors of the Issuer to increase the share capital, pursuant to Article 2443 of the Italian Civil Code, in divisible form and against payment, in one or more tranches, up to an aggregate maximum amount (including any share premium) equal to Euro 1.0 billion, through the issuance of new ordinary shares with no par value to be offered in option to the existing shareholders pursuant to Article 2441, paragraph 1 of the Italian Civil Code and to approve the relevant amendments to the by-laws.

On 19 March 2020 the Issuer and Intesa Sanpaolo S.p.A. entered into a further agreement which provides for an amendment to the calculation of the consideration payable for the purchase of the going concern. Namely, the consideration to be paid by the Issuer shall be the lower of: (i) 0.55 times the amount of the Common Equity Tier 1 of the going concern, and (ii) 80% of the implied multiple paid by Intesa Sanpaolo for the Common Equity Tier 1 of UBI Banca. No further amendments to the agreement executed on 17 February 2020 have been provided for.

On 22 April 2020 BPER Ordinary and Extraordinary Shareholders' meeting approved, inter alia, separate and consolidated financial statements for the year ended 31 December 2019 and the proposal to grant the Board of Directors the power to increase the share capital for payment for a maximum amount of Euro 1.0 billion.

On 15 June 2020 BPER announced a supplementary agreement was signed aiming at defining more precisely the perimeter of the going concern to be acquired.

On 7 August 2020 the Italian Competition Authority announced that, at the session of 4 August 2020, authorised the acquisition by BPER Banca of a going concern from Intesa Sanpaolo Group consisting of 532 branches and related legal relationships. In particular, following the notification made by BPER, and considering the further information communicated, as well as the favorable opinion issued by IVASS, the Authority has been able to verify that the transaction in question does not raise any antitrust doubts.

On 3 September 2020 BPER announced that, on 2 September 2020, it received the authorization from the European Central Bank for the acquisition from the Intesa Sanpaolo Group of a going concern consisting of 532 branches and related legal relationships, provided under the agreement disclosed to the market on 17 February 2020 as subsequently supplemented.

Merger through absorption of Cassa di Risparmio di Bra S.p.A and Cassa di Risparmio di Saluzzo S.p.A. into BPER Banca S.p.A.

On 27 March 2020 the Board of Directors of the Issuer approved the draft terms relating to the merger through absorption of CRB and CR Saluzzo into BPER Banca.

The relevant prior authorization by the competent Supervisory Authority was granted on 4 June 2020. On the base of such authorization and having previously fulfilled any disclosure duty as required, the merger draft terms will be submitted for approval to the extraordinary Shareholders' Meetings of BPER, scheduled for 6 July 2020, and before to the shareholders of CRB and CR Saluzzo.

On 6 July 2020 the extraordinary Shareholders' Meetings of BPER approved to absorb CRB and CR Saluzzo, as well as the increase in capital of BPER to service the absorption of CRB with related amendment of art. 5 of the merging company's Articles of Association. For further developments on CRB and CR Saluzzo absorption process see the press release dated 27 July 2020 entitled "Merger through absorption of CRB and CR Saluzzo" in the *Documents incorporated by reference* section.

Distribution agreement with UnipolSai Assicurazioni

On 21 April 2020 the Issuer entered into a distribution agreement with UnipolSai Assicurazioni that introduces a new model named Assurbanca and simultaneously reinforces the existing Bancassurance model.

The agreement identifies two specific macro-solutions: (i) Assurbanca: UnipolSai agencies will be able to promote BPER Group banking products to their customers, both private individuals and firms (up to Euro 10 million in turnover); and (ii) Bancassurance: BPER Group branches will be able to promote UnipolSai insurance products to their customers in the corporate segment, in addition to the Arca Assicurazioni catalogue.

The sales activity will then be completed directly by the respective networks, each for its own products. The agreement aims to promote significant synergies for the BPER Group, generated by the AssurBanca and BancAssurance activities, with additional business possibly deriving from over 200,000 new customers and around 40,000 insured firms.

Resignation of a Director

On 3 June 2020 Director Ms Roberta Marracino irrevocably resigned from office with effect from 30 June 2020 for personal reasons.

The Board of Directors noted the resolution.

On 6 July 2020 the ordinary Shareholders' Meetings of BPER elected as a new Director Ms Silvia Elisabetta Candini.

Articles of Association published

On 11 September 2020 BPER announced that the Article of Associations of BPER Banca updated at 8 September 2020 with the changes approved by the Extraordinary Shareholders' Meeting of 22 April 2020 and of 6 July 2020, was available, in accordance with current legislation, at its head office, filed with Borsa Italiana S.p.A. and on the Bank's website.

Risks connected to recent ECB guidance on NPL provisioning

The ECB has published on 20 March 2017 its final guidance on non-performing loans ("**NPLs**") as amended and supplemented in March 2018 for NPLs classified as such after 1 April 2018. It outlines measures, processes and best practices which banks should incorporate when tackling NPLs. The ECB expects banks to fully adhere to the guidance in line with the severity and scale of NPLs in their portfolios. In addition, on 15 March 2018, the ECB published an addendum to the ECB guidance to banks on NPLs. The addendum supplements the qualitative guidance on NPLs dated 20 March 2017 and specifies the ECB's supervisory expectations for prudent levels of provisions for new NPLs.

The guidance calls on banks to implement realistic and ambitious strategies to work towards a holistic approach regarding the problem of NPLs. This includes areas such as governance and risk management. For instance, banks should ensure that managers are incentivised to carry out NPL reduction strategies. This should also be closely managed by their management bodies. The ECB does not stipulate quantitative targets to reduce NPLs. Instead, it asks banks to devise a strategy that could include a range of policy options such as NPL work-out, servicing, and portfolio sales.

The guidance is applicable as of its date of publication and is currently non-binding in nature. However, banks should explain and substantiate any deviations upon supervisory request. This guidance is taken into consideration in the Single Resolution Mechanism regular supervisory review and evaluation process and non-compliance may trigger supervisory measures. To this end, the new EU Regulation no. 2019/630 which entered into force on 26 April 2019, complements existing prudential rules and requires a deduction from own funds where NPLs are not sufficiently covered by provisions or other adjustments. The minimum coverage levels thus act as a "statutory prudential backstop". In order to facilitate a smooth transition towards the new prudential backstop, Regulation no. 2019/630 will only apply to NPLs arising from loans originated from 26 April 2019 onwards.

Evolving regulatory environment

The Issuer's business is governed by Italian domestic and European Union legislation relating to the financial and banking sectors and is subject to extensive regulation and supervision by the Bank of Italy, CONSOB (the public authority responsible for regulating the Italian securities market), the European Central Bank and the European System of Central Banks.

The Issuer has as its corporate object the raising of funds for investment and the provision of credit in its various forms. The banking laws applicable to the BPER Group govern the activities in which banks may engage and are designed to ensure financial stability, sound and prudent management of banks and other entities in banking groups, and to limit their exposure to risk. In addition, the Issuer must comply with financial services laws that govern its marketing and selling practices.

In addition, regulators and supervisory authorities are taking an increasingly strict approach to regulations and their enforcement that may not be to the Issuer's benefit. A breach of any regulations by the Issuer could lead to intervention by supervisory authorities and the Issuer could come under investigation and surveillance, and be involved in judicial or administrative proceedings. The Issuer may also become subject to new regulations and guidelines that may require additional investments in systems and people and compliance with which may place additional burdens or restrictions on the Issuer.

Bank Recovery and Resolution Directive

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

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

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer all assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims to equity (the "**General Bail-in Tool**"), which equity could also be subject to any future application of the General Bail-in Tool.

The BRRD also provides for a Member State as a last resort, after having assessed and exhausted the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework and the BRRD.

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

In addition to the General Bail-in Tool, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments at the point of non-viability and before (or simultaneously), any other resolution action is taken (the "**Non-Viability Loss Absorption**"). Any shares issued upon any such conversion into equity may also be subject to any application of the General Bail-in Tool.

For the purposes of the application of any Non-Viability Loss Absorption measure, the point of non-viability under the BRRD is the point at which the relevant authority determines that the institution or group meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or group will no longer be viable unless the relevant capital instruments are written-down or converted or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution would no longer be viable.

The BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government. In particular, Legislative Decrees Nos. 180/2015 and 181/2015 implementing the BRRD in Italy (the "**BRRD Implementing Decrees**") were published in the Italian Official Gazette (Gazzetta Ufficiale) on 16 November 2015. Legislative Decree No. 180/2015 is a stand-alone law, which implements the BRRD in Italy, while Legislative Decree No. 181/2015 amends the Legislative Decree No. 385 of 1 September 1993 and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. The BRRD Implementing Decrees entered into force on 16 November 2015, save for: (i) the bail-in tool, which applied from 1 January 2016; and (ii) the "depositor preference" to deposits other than those protected by the deposit guarantee scheme and those of individuals and small and medium enterprises, which apply from 1 January 2019.

In the context of these resolution tools, the resolution authorities have the power to amend or alter the maturity of debt instruments and other eligible liabilities issued by an institution under resolution or amend the amount of interest payable under such instruments and other eligible liabilities, or the date on which the interest becomes payable, including by suspending payment for a temporary period, except for those secured liabilities which are subject to Article 44(2) of the BRRD. In addition, because (i) Article 44(2) of the BRRD excludes certain liabilities from the application of the General Bail-In Tool and (ii) the BRRD provides, at Article 44(3), that the resolution authority may partially or fully exclude certain further liabilities from the application of the General Bail-In Tool,

the BRRD specifically contemplates that pari passu ranking liabilities may be treated unequally. Further, although the BRRD provides a safeguard in respect of shareholders and creditors upon application of resolution tools, Article 75 of the BRRD sets out that such protection is limited to the incurrence by shareholders or, as appropriate, creditors, of greater losses as a result of the application of the relevant tool than they would have incurred in a winding up under normal insolvency proceedings.

Notwithstanding the above, it should be noted that pursuant to Article 44 (2) of the BRRD, as implemented in Italy by Article 49 of Legislative Decree No. 180 of 16 November 2015, resolution authorities shall not exercise the write down or conversion powers in relation to secured liabilities, including covered bonds or their related hedging instruments, save to the extent that these powers may be exercised in relation to any part of a secured liability (including covered bonds and their related hedging instruments), that exceeds the value of the assets, pledge, lien or collateral against which it is secured.

Legislative Decree No. 181/2015 has also introduced strict limitations on the exercise of the statutory rights of set-off normally available under insolvency laws, in effect prohibiting set-off by any creditor in the absence of an express agreement to the contrary.

On 28 December 2017, Directive (EU) 2017/2399, amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy (the "**BRRD Amending Directive**") entered into force. The BRRD Amending Directive must be brought into force by the EU Member States by 29 December 2018. It requires Member States to create a new class of the so-called "senior non-preferred" debt instruments which would rank just below the most senior debt and other senior liabilities for the purposes of liquidation, while still being part of the senior unsecured debt category (only as a lower tier of senior debt) and that will be eligible to meet MREL and TLAC requirements (both terms as defined below). The new creditor hierarchy will not have a retroactive effect and will only apply to new issuances of bank debts. In this regard, the Italian Law No. 205/2017, approved by the Italian Parliament on 27 December 2017, contains the implementing provisions pertaining to "non-preferred" senior debt instruments. The amendments introduced to the BRRD by the BRRD Amending Directive create a new category of unsecured debt in bank creditors' insolvency ranking. It establishes an EU harmonised approach on the priority ranking of bank bondholders in insolvency and in resolution. The agreement on the harmonised rules on the priority ranking of bank bondholders in insolvency and in resolution facilitates a more efficient path towards banks' compliance with the TLAC standard (for G-SIBs) that should apply from 2019 onwards, as agreed in the Financial Stability Forum. In addition, by providing greater legal certainty for both issuers and investors and reducing the risk of legal challenges, these harmonised rules will facilitate the application of the bail-in tool in resolution.

Legislative Decree No. 30 of 15 February 2016 (largely in force as of 9 March 2016) implemented in Italy the revised Deposit Guarantee Schemes Directive in Italy (the "**Decree No. 30**"). The Decree amends the Consolidated Banking Act and: (i) establishes that the maximum deposit guaranteed amount is € 100,000, which has been harmonised by the Deposit Guarantee Schemes Directive and is applicable to all deposit guarantee schemes; (ii) lays down the minimum financial budget that national guarantee schemes should have; (iii) details intervention methods of the national deposit guarantee schemes; and (iv) harmonises the methods of reimbursement to depositors in case of insolvency of a credit institution.

The BRRD also requires institutions to meet, at all times, robust minimum requirements of own funds and liabilities eligible for bail-in expressed as a percentage of the total liabilities and own funds of the institution (i.e. "Minimum Requirement for Own Funds and Eligible Liabilities" – "**MREL**"). MREL represents one of the key tools to improve banks' resolvability, allowing resolution authorities to maintain critical functions and restore a bank's capital position after resolution. This MREL requirement should ensure that shareholders and creditors bear losses regardless of which resolution tool is applied. The resolution authority of an institution, after consultation with the relevant competent authority, will set the MREL for the institution based on the criteria identified by the EBA in its regulatory technical standards. Article 7(1) of EBA final regulatory technical standards on criteria for determining MREL requires resolution authorities to ensure that MREL is sufficient to allow the write down or conversion of an amount of own funds and qualifying eligible liabilities at least equal to the sum of the loss absorption amount and the recapitalisation amount, subject to certain considerations. The resolution authority has discretion to allow BRRD institutions to meet part of their MREL obligations through "contractual bail-in instruments". The BRRD does not foresee an absolute minimum, but attributes the competence to set a minimum amount for each bank to national resolution authorities (for banks not being part of the Banking Union) or to the Single Resolution Board (the "**SRB**") for banks being part of the Banking Union. The EBA has issued final draft regulatory technical standards which further define the way in which resolution authorities/the SRB shall calculate

MREL, as further implemented by European Commission adopted Commission Delegated Regulation (EU) 2016/1450, see below.

On 23 May 2016, the European Commission adopted Commission Delegated Regulation (EU) 2016/1450 supplementing BRRD that specifies the criteria, which further define the way in which resolution authorities/the SRB shall calculate MREL, as described in Article 45(6) of the BRRD, which entered into force on 23 September 2016. Article 8 of the aforementioned regulation provides that resolution authorities may determine an appropriate transitional period for the purposes of meeting the full MREL requirement. On 19 July 2016, the EBA launched a public consultation on its interim report on the implementation and design of the MREL, ahead of the final report published by EBA on 15 December 2016. On 23 November 2016, the European Commission presented the EU Banking Reform, which introduces a number of proposed amendments to the BRRD. In particular, it is proposed that the MREL – which should be expressed as a percentage of the total risk exposure amount and of the leverage ratio exposure measure of the relevant institution – should be determined by the resolution authorities at an amount to allow banks to absorb losses expected in resolution and recapitalise the bank post-resolution. In addition, it is proposed that resolution authorities may require institutions to meet higher levels of MREL in order to cover losses in resolution that are higher than those expected under a standard resolution scenario and to ensure a sufficient market confidence in the entity post-resolution. It is currently envisaged that in the event of any shortfall of complying with the MREL requirement the competent resolution authority shall have the power to prohibit the institution from distributing more than the maximum distributable amount related to the minimum requirement for own funds and eligible liabilities (so-called "**M-MDA**").

For banks which are not included in the list of G-SIBs, liabilities that satisfy the requirements set forth in the EU Banking Reform and do not qualify as CET1, Tier 1 or Tier 2 instruments, shall qualify as eligible liabilities for the purpose of MREL, unless they fall into any of the categories of excluded liabilities. The SRB, together with the national resolution authorities ("**NRAs**"), started to develop its MREL approach in 2016. The preliminary approach consisted of informative targets that sought to enable banks to prepare for their future MREL requirements. The SRB is further enhancing its gradual MREL multi-year policy, and in 2017 introduced binding requirements and started to address both quantity and quality of MREL with bank specific features. During 2017, the SRB developed its MREL policy, starting to develop binding targets for major banking groups. Considering the need to address the specificities of the most complex groups in more detail, the SRB split the 2018 resolution planning cycle in two waves. The first started in January 2018 to allow the banks that did not have binding targets – for instance those with no presence outside the Banking Union – to be addressed first based on an MREL policy largely following the 2017 approach and published on 20 November 2018. For the second wave of resolution plans, covering the most complex banks, MREL setting will be based on an enhanced MREL policy published on 16 January 2019. In 2020, the SRB has developed a new MREL policy aimed at ensuring a smooth transition into the new framework with respect to the new MREL regime.

The current regime is expected to evolve as a result of further changes agreed by EU legislators. On 7 June 2019, as part of the contemplated amendments to the BRRD, Single Resolution Mechanism and Single Resolution Fund Regulation (EU) No. 806/2014, Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms ("**CRR**") and Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms ("**CRD IV**"), the following legislative texts have been published in the EU's Official Journal:

(i) Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU with regards to the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC ("**BRRD II**"),

(ii) Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 806/2014 with regards to the loss-absorbing and recapitalisation capacity of credit institutions and investment firms ("**SRM II Regulation**"),

(iii) Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012 ("**CRR II**"), and (iv) Directive (EU) 2019/878 of the European

Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures ("**CRD V**" and, together with BRRD II, SRM II Regulation, CRR II, the "**BRRD II reforms**").

The BRRD II reforms will introduce, among other things, the Total Loss-absorbing Capacity Term Sheet (the "**TLAC standard**") as implemented by the Financial Stability Board, by adapting the existing BRRD regime relating to the specific MREL.

The new MREL regime will be aligned with TLAC standard requirements in terms of calculation of loss absorption and recapitalisation amount. The eligible liabilities under MREL will be determined according to the provisions concerning the eligible liabilities under TLAC standard. This requirement may therefore have an impact on the financial performance of the BPER Group.The BRRD II reforms shall be transposed in each Member States within eighteen months from its entry into force whilst provisions concerning the new MREL regime should be applied from 1 January 2024.

The BRRD II reforms also provide for the introduction of a new pre-resolution moratorium tool as a temporary measure in an early stage and new suspension powers, which the Resolution Council can use within the resolution period. Any suspension of activities can, as stated above, result in the partial or complete suspension of the performance of agreements (including any payment or delivery obligation) entered into by the respective credit institution.

ECB Single Supervisory Mechanism

On 15 October 2013, the Council of the European Union adopted Council Regulation (EU) No. 1024/2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (the "**SSM Regulation**") for the establishment of a single supervisory mechanism (the "**Single Supervisory Mechanism**" or "**SSM**"). From 4 November 2014, the SSM Regulation has given the ECB, in conjunction with the national regulatory authorities of the Eurozone and participating Member States, direct supervisory responsibility over "banks of systemic importance" in the Eurozone. In this respect, "banks of systemic importance" include any Eurozone bank that (i) has assets greater than €30 billion or – unless the total value of its assets is below €5 billion – greater than 20% of national gross domestic product; (ii) is one of the three most significant credit institutions established in a Member State; (iii) has requested, or is a recipient of, direct assistance from the European Financial Stability Facility or the European Stability Mechanism; and (iv) is considered by the ECB to be of significant relevance where it has established banking subsidiaries in more than one participating Member State and its cross-border assets/liabilities represent a significant part of its total assets/liabilities.

Notwithstanding the fulfilment of these criteria, the ECB, on its own initiative after consulting with national competent authorities or upon request by a national competent authority, may declare an institution significant to ensure the consistent application of high-quality supervisory standards. The Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 established the framework for co-operation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (the "**SSM Framework Regulation**").

The relevant national competent authorities for the purposes of the SSM Regulation and the SSM Framework Regulation continue to have supervisory responsibilities not conferred on the ECB, such as consumer protection, money laundering, payment services, and supervision over branches of third country banks. The ECB, on the other hand, is exclusively responsible for key tasks concerning the prudential supervision of credit institutions, which includes, inter alia, the power to: (i) authorise and withdraw the authorisation of all credit institutions in the Eurozone and in the Member States participating to the SSM; (ii) assess acquisition and disposal of holdings in other banks; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where necessary, higher prudential requirements for certain banks to protect financial stability under the conditions provided by EU law; (v) ensure compliance with robust corporate governance practices and internal capital adequacy assessment controls; and (vi) intervene at the early stages when risks to the viability of a bank exist, in coordination with the relevant resolution authorities.

The BPER Group is one of the major European banks supervised directly by the ECB. The ECB is required under the SSM Regulation to carry out a Supervisory Review and Evaluation Process ("**SREP**") at least on an annual

basis. The SREP is aimed at ensuring that institutions have in place adequate arrangements, strategies, processes and mechanisms to maintain the amounts, types and distribution of internal capital proportionate to their risk profile, as well as robust governance and internal control arrangements. The key aim of SREP is to make sure that institutions have adequate arrangements as well as capital and liquidity to allow for sound management and coverage of the risks to which they are or might be exposed, including those revealed by stress testing and risks the institution may pose to the financial system.

In order to foster consistency and efficiency of supervisory practices across the Eurozone, on 22 February 2019 the EBA published a single supervisory handbook applicable to EU Member States (the "**EBA Supervisory Handbook**"). The adoption of the EBA Supervisory Handbook relies on Article 29(2) of Regulation (EU) No 1093/2010 establishing the EBA. Whilst it is not binding nor subject to comply/explain by the resolution authorities, the EBA Supervisory Handbook is an instrument to promote convergence of approaches, practices and processes.

Single Resolution Mechanism

On 19 August 2014, the Regulation (EU) No. 806/2014 establishing a Single Resolution Mechanism (the "**SRM**" and "**SRM Regulation**", respectively) entered into force.

The SRM is operational as from 1 January 2016. There are, however, certain provisions including those concerning the preparation of resolution plans and provisions relating to the cooperation of the SRB ("**Board**") with national resolution authorities, which entered into force on 1 January 2015.

The SRM Regulation, which complements the SSM, applies to all banks supervised by the SSM. It mainly consists of the Board and a Single Resolution Fund (the "**Fund**").

A centralised decision-making process has been built around the Board and involves the European Commission and the Council of the European Union – which has the possibility to object to Board decisions – as well as the ECB and the national resolution authorities.

The Fund, which backs the SRM Regulation decisions mainly taken by the Board, is divided into national compartments during an eight years transitional period, as set out by an intergovernmental agreement. In 2015 banks started to pay contributions to national resolution funds that are gradually transferred into the Fund starting from 2016 (and are additional to the contributions to the national deposit guarantee schemes).

This framework should be able to ensure that, instead of national resolution authorities, there is a single authority – the Board –, which takes all relevant decisions for the resolution of banks being supervised by the SSM and part of the Banking Union.

There are other benefits that will derive from the Banking Union. Such benefits are aimed at (a) breaking the negative feedback loop between banks and their sovereigns; (b) providing a solution to home-host conflicts in resolution; and (c) giving a competitive advantage to the banks in the Banking Union vis-à-vis non-Banking Union ones, due to the availability of a larger resolution fund.

MiFID II/R implementation

The Directive 2014/65/EU on the markets in financial instruments ("**MiFID II**") and Regulation (EU) No. 600/2014 on markets in financial instruments ("**MiFIR**" and together with MiFID II, "**MiFID II/R**") repealed and recast the Directive 2004/39/EC ("**MiFID**"). Together MiFID II/R form the legal framework governing the requirements applicable to investment firms, trading venues, data reporting service providers and third-country firms providing investment services in the EU. MiFID II/R, entered into force on 2 July 2014. Member States were required to adopt and publish by 3 July 2017 the measures transposing the MiFID II Directive into national law and apply those provisions (with some exceptions) from 3 January 2018.

MiFID II/R amends existing provisions on authorisation, conduct of business and organizational requirements for providers of investment services. These rules aim at strengthening the protection of investors, through the introduction of new requirements on product governance, independent investment advice and cross-selling, the

extension of existing rules to structured deposits and the improvement of requirements in several areas, including on the responsibility of management bodies, inducements, information and reporting to clients, remuneration of staff and best execution. It establishes, inter alia, uniform requirements in relation to disclosure of trade data to the public, reporting of transactions to the competent authorities, trading of derivatives on organised venues, benchmarks and intervention powers of competent authorities, ESMA and EBA.

MiFID II/R brings much of the transparency traditional in equity markets to bond trading. MiFID II/R's regulatory regime brings into effect pre-trade transparency for bonds as well as post-trade. This will result in a significant impact on the market structure of bond markets. Bond pre-trade and post-trade transparency requirements will be calibrated for different types of bond market trading structures such as order-book, quote-driven, hybrid and periodic auction trading systems. In order to calibrate bonds correctly for MiFID II/R transparency obligations, IT systems have had to be enhanced, developed or built from scratch - a major undertaking for the industry. Banks, regulators and investors are dependent on data collected to meet MiFID II/R's commitments.

Regulation (EU) 2016/445

The ECB has repeatedly declared its intention to harmonize the options and national discretions that are embedded in the EU Banking Reform. In this respect, ECB has adopted the Regulation (EU) 2016/445 of 14 March 2016 on the exercise of options and discretions available in EU law ("**OD Regulation**"). The OD Regulation specifies certain of the options and discretions conferred on competent authorities under EU law concerning prudential requirements for credit institutions that the ECB is exercising. It applies exclusively with regard to those credit institutions classified as "significant" in accordance with Article 6(4) of Regulation (EU) No. 1024/2013, and Part IV and Article 147(1) of Regulation (EU) No 468/2014. The OD Regulation entered into force on 1 October 2016, with Article 13 applicable from 1 January 2019. From the OD Regulation, while taking due account of the principle of proportionality, the ECB has identified certain options and discretions which should be exercised in the same way by national competent authorities in the supervision of less significant institutions. To this end, in April 2017, the ECB published a guideline on the exercise of the options and discretions available in the EU law for less significant institutions.

DESCRIPTION OF THE GUARANTOR

The Guarantor has been established as a special purpose vehicle for the purpose of guaranteeing the Covered Bonds

Name and Legal Form of the Guarantor

The Guarantor was incorporated in the Republic of Italy on 19 February 2010 with the original corporate name of Paxi Finance S.r.l., as a limited liability company incorporated under Law 130, with VAT number, fiscal code number and registration number with the companies' register of Treviso-Belluno No. 04362620264, VAT Group "Gruppo IVA BPER Banca" - VAT number 03830780361. On 24 October 2011, the Bank of Italy has authorised the purchase by the Issuer of up to 60 per cent. of the quota capital of the Guarantor. The Guarantor has a duration until 31 December 2100.

By way of a quotaholders' resolution adopted on 7 June 2011, (i) the by-laws of the company have been amended in order to allow the company to act as special purpose vehicle within covered bonds transactions in accordance with the article 7-*bis* of Law 130; and (ii) the corporate name of the Guarantor was changed from "Paxi Finance S.r.l." to "Estense Covered Bond S.r.l.".

The Guarantor has its registered office at Via Vittorio Alfieri 1, 31015 Conegliano (TV), Italy, and the telephone number of the registered office is +39 0438 360900.

The authorised, issued and paid in quota capital of the Guarantor is Euro 10,000.00.

"Estense Covered Bond S.r.l." is currently the Guarantor's legal name and the Guarantor has no commercial name.

The Guarantor operates under Italian legislation.

Business overview

The exclusive purpose of the Guarantor is to purchase from banks (belonging either to the BPER Group or to other banking groups) against payment, receivables and securities also issued in the context of a securitisation, in compliance with article 7-*bis* of Law 130 and the relevant implementing provisions, by means of subordinated loans granted or guaranteed also by the selling banks, as well as to issue guarantees for the covered bonds issued by such banks or other entities. Pursuant to the Guarantor by-laws, the Guarantor may act as a special purpose vehicle within covered bonds transactions in accordance with the article 7-bis of Law 130 and therefore may carry out the above-mentioned activities in the context of one or more covered bond transactions or issuance programme other than this Programme.

Within the limits allowed by the provisions of Law 130, the Guarantor can carry out the ancillary transactions for purposes of the performance of the guarantee and the successful conclusion of the issue of banking covered bonds in which it participates or, however, auxiliary to the aim of its purpose, as well as the re-investment in other financial activities of the assets deriving from the management of the credits and the securities purchased, but not immediately invested for the satisfaction of the Covered Bondholders' rights.

Since the date of its incorporation, the Guarantor has not engaged in any business other than the purchase of the Initial Receivables and the Subsequent Receivables from the Initial Seller and the issue of the Covered Bond Guarantee securing the payment obligations of the Issuer under the Covered Bonds issued under this Programme.

The Guarantor will covenant to observe, *inter alia,* those restrictions which are detailed in the Intercreditor Agreement.

Administrative, Management and Supervisory Bodies

The Guarantor is currently managed by a board of directors. The directors of the Guarantor are:

Name	*Appointment*	*Address*	*Principal Activities*
Giovanni Battista Chiossi	Chairman of the board of directors	Via Vittorio Alfieri 1, 31015 Conegliano (TV)	Manager
Marco Bonfatti	Director	Via Vittorio Alfieri 1, 31015 Conegliano (TV)	Manager
Paolo Gabriele	Managing director	Via Vittorio Alfieri 1, 31015 Conegliano (TV)	Manager

The Company did not appoint a Board of Statutory Auditors pursuant to Article 2477 of the Italian civil code.

Conflict of interest

There are no potential conflicts of interest between the duties of the directors and their respective private interests or other duties.

Quotaholders

The Guarantor is a limited liability company having its capital divided in quotas.

The quotaholders of the Guarantor (hereafter together the "**Quotaholders**") are as follows:

BPER: 60 per cent. of the quota capital;

SVM Securitisation Vehicles Management S.r.l.: 40 per cent. of the quota capital.

The Quotaholders' Agreement

The Quotaholders' Agreement contains *inter alia*, a call option in favour of BPER to purchase from SVM Securitisation Vehicles Management S.r.l. and a put option in favour of SVM Securitisation Vehicles Management S.r.l. to sell to BPER the quota of the Guarantor held by SVM Securitisation Vehicles Management S.r.l. and provisions in relation to the management of the Guarantor. Each option may only be exercised from the day on which all the Covered Bonds have been redeemed in full or cancelled.

In addition, the Quotaholders' Agreement provides that no Quotaholder of the Guarantor will approve the payments of any dividends or any repayment or return of capital by the Guarantor prior to the date on which all amounts of principal and interest on the Covered Bonds and any amount due to the other Secured Creditors have been paid in full.

Please also see the section headed "*Description of the Transaction Documents – The Quotaholders' Agreement*" below.

No material litigation

During the 12 months preceding the date of this Base Prospectus, there have been no governmental, legal or arbitration proceedings, nor is the Guarantor aware of any pending or threatened proceedings of such kind, which have had or may have significant effects on the Guarantor's financial position or profitability.

Financial Information concerning the Guarantor's Assets and Liabilities, Financial Position and Profits and Losses and Report of the Auditors

The statutory audited financial statements of the Guarantor as at and for the years ended on 31 December 2018 and 31 December 2019, respectively, prepared in accordance with Italian accounting standards, are incorporated by reference into this Base Prospectus. See the section headed "*Documents incorporated by reference*", above.

The financial statements of the Guarantor as at and for the years ended on 31 December 2018 and 31 December 2019, respectively, were audited by Deloitte & Touche S.p.A., the address of which is at Via Tortona n. 25, 20144 Milan, Italy. PwC and Deloitte & Touche S.p.A. are registered in the special register (*albo speciale*) for auditing companies (*società di revisione*) provided for by article 161 of the Financial Law (repealed by article 43 of Italian legislative decree No. 39 of 27 January 2010 but still in force, pursuant to the latter decree, until the entry into force of the implementing regulations to be issued by the Ministry of Economy and Finance pursuant to such decree).

Copy of the financial statements of the Guarantor for each financial year since the Guarantor's incorporation will, when published, be available in physical form for inspection free of charge during usual office hours on any Business Day (excluding public holidays) at the registered office of the Guarantor.

The Guarantor's accounting reference date is 31 December of each year.

Capitalisation and Indebtedness Statement

The capitalisation of the Guarantor as at the date of this Base Prospectus is as follows:

Quota capital issued and authorised

BPER has a quota of Euro 6,000 and SVM Securitisation Vehicles Management S.r.l. has a quota of Euro 4,000 each fully paid up.

Total capitalisation and indebtedness

Save for the foregoing and for the Covered Bond Guarantee and the Subordinated Loan in accordance with the BPER Subordinated Loan Agreement, at the date of this Base Prospectus, the Guarantor has no borrowings or indebtedness in the nature of borrowings (including loan capital issued, or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Legal Entity Identifier

The Legal Entity Identifier code of the Guarantor is 81560034A5A3A39ECD89.

DESCRIPTION OF THE ASSET MONITOR

The Bank of Italy Regulations require that the Issuer appoints a qualified entity to be the asset monitor to carry out controls on the regularity of the transaction and the integrity of the Guarantee.

Pursuant to the Bank of Italy Regulations, the asset monitor must be an independent auditor, enrolled with the register of statutory auditors and auditing companies held by the Ministry of Economy and Finance pursuant to article 6 of Legislative Decree No. 39 of 27 January 2010 and shall be independent from the Issuer, the Sellers and the Guarantor and the accounting firms who carry out the audit of the Issuer, the Sellers or the Guarantor.

Based upon controls carried out, the asset monitor shall prepare annual report, to be addressed also to the Statutory Auditors of the Issuer.

ASSET MONITOR ENGAGEMENT LETTER

Pursuant to an engagement letter (the "**Asset Monitor Engagement Letter**") entered into on 14 June 2017, the Issuer has appointed PricewaterhouseCoopers S.p.A., a company incorporated under the laws of Italy, enrolled with the Companies' Register of Milan under number 12979880155 and with the register of statutory auditors and auditing companies held by the Ministry of Economy and Finance pursuant to article 6 of Legislative Decree No. 39 of 27 January 2010, having its registered office at Via Monte Rosa 91, 20149 Milan, Italy, as asset monitor (the "**Asset Monitor**") in order to perform, subject to receipt of the relevant information from the Issuer, specific agreed upon procedures concerning, *inter alia*, the control of: (i) the fulfilment of the eligibility criteria set out under the MEF Decree with respect to the Receivables and the Integration Assets included in the Cover Pool; (ii) the calculation performed by the Issuer in respect of the Mandatory Tests; (iii) the compliance with the limits to the transfer of the Receivables set out under the MEF Decree; (iv) the effectiveness and adequacy of the risk protection provided by any Swap Agreement entered into in the context of the Programme and (v) the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to article 129, paragraph 7, of CRR.

Under the Asset Monitor Engagement Letter, the Asset Monitor shall, on an annual basis, deliver to the Issuer an annual report detailing the procedures performed under the Asset Monitor Engagement Letter.

The Asset Monitor Engagement Letter provides for certain matters such as the payment of fees and expenses to the Asset Monitor, the resignation of the Asset Monitor and the replacement by the Guarantor of the Asset Monitor.

Governing law

The Asset Monitor Engagement Letter is governed by Italian law.

ASSET MONITOR AGREEMENT

The Asset Monitor will, pursuant to an asset monitor agreement entered into on or about the date hereof between the Issuer, the Guarantor, the Asset Monitor and the Representative of the Bondholders (the "**Asset Monitor Agreement**") and subject to due receipt of the information to be provided by the Calculation Agent to the Asset Monitor, (i) prior to the service of a Notice to Pay, verify the arithmetic accuracy of the calculations performed by the Calculation Agent with respect to the Mandatory Tests and the Asset Coverage Test and (ii) following the service of a Notice to Pay, verify the arithmetic accuracy of the calculations performed by the Calculation Agent with respect to the Mandatory Tests and the Amortisation Test, in each case pursuant to the Cover Pool Administration Agreement.

In addition, on or prior to each Asset Monitor Report Date, the Asset Monitor shall deliver to the Guarantor, the Calculation Agent, the Representative of the Bondholders and the Issuer a report in the form set out in the Asset Monitor Agreement.

The Asset Monitor Agreement provides for certain matters such as the payment of fees and expenses to the Asset Monitor, the limited recourse nature of the payment obligation of the Guarantor *vis-à-vis* the Asset Monitor, the resignation of the Asset Monitor and the replacement by the Guarantor of the Asset Monitor.

Governing law

The Asset Monitor Agreement is governed by Italian law.

DESCRIPTION OF THE COVER POOL – CREDIT AND COLLECTION POLICIES

THE COVER POOL

The Cover Pool is and/or will be comprised of (a) Receivables arising under Mortgage Loans transferred pursuant to the BPER Master Transfer Agreement or each Additional Transfer Agreement and (b) any Integration Assets.

As at the date of this Base Prospectus, the Cover Pool consists of the Initial Receivables and the Subsequent Receivables transferred by the Issuer to the Guarantor in accordance with the terms of the BPER Master Transfer Agreement, as more fully described under the section headed "*Description of the Transaction Documents – BPER Master Transfer Agreement*" below.

For the purposes hereof:

"**Initial Receivables**" means the first portfolio monetary claims arising from Mortgage Loans transferred by the Initial Seller to the Guarantor pursuant to the BPER Master Transfer Agreement.

"**Mortgage Loans**" means Italian residential mortgage loans (*mutui ipotecari residenziali*) having the characteristics set out in article 2, paragraph 1, lett. (a), of the MEF Decree.

"**Subsequent Receivables**" means the further portfolios of monetary claims arising from Mortgage Loans, transferred or to be transferred to the Guarantor by (i) the Initial Seller pursuant to the BPER Master Transfer Agreement and/or (ii) by the Additional Sellers (if any) pursuant to the relevant Additional Master Transfer Agreement.

The Initial Receivables and the Subsequent Receivables transferred and to be transferred from time to time to the Guarantor pursuant to the relevant Master Transfer Agreements will meet the following criteria on each relevant Valuation Date.

The General Criteria

Receivables arising under Mortgage Loans

Each of the Receivables arising under Mortgage Loans comprised in the Cover Pool shall comply, as at the relevant Valuation Date (unless otherwise provided), with all of the following criteria (the "**General Criteria**"):

1. mortgage loans whose principal debtors are (including following *accollo liberatorio* and/or restriction (*frazionamento*)) one or more individuals (*persone fisiche*) (including also professionals (*liberi professionisti*) or individual entrepreneurs (*ditte individuali*)) who are domiciled in Italy;

2. mortgage loans which are disbursed and in relation to which there is no obligation or possibility to make additional disbursements;

3. mortgage loans which are denominated in Euro (or originally disbursed in Italian lire and subsequently re-denominated in Euro);

4. mortgage loans in relation to which the ratio between the (i) outstanding principal amount and (ii) the estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into, is equal to or lower than 80 per cent. For the purposes of this criterion 4, "estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into" shall mean the estimated value determined in accordance with the technical and economic parameters applicable from time to time by the lender in the context of the original appraisal of the value of the real

estate assets mentioned in criterion 6. In order to ascertain whether a mortgage loans falls within this criterion, each relevant borrower may, to the extent it is not aware of the relevant information, obtain the "estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into" from the branch (*filiale*) where the payments of the instalments of its mortgage loans are made;

5. mortgage loans providing for the repayment of principal in several instalments in accordance with one of the following amortisation methods as agreed either on the relevant execution date of the relevant mortgage loan or on the latest date of agreement on the amortisation plan applicable to the relevant mortgage loan, if any:

   (i) the so-called "French method", whereby instalments include a principal component, which was predetermined on the date of disbursement and which increases throughout the duration of the mortgage loan, and a variable interest component;

   (ii) the so-called "Italian method", whereby instalments consist of a constant principal component and a variable interest component; and

   (iii) the amortisation method envisaging constant instalments and extendable duration of the mortgage loan up to a maximum date;

6. mortgage loans secured by a mortgage over real estate assets located in the territory of the Republic of Italy qualifying as residential real estate assets this being assets that, as at the execution date of the relevant mortgage loan, were included in one of the following cadastral categories: A1, A2, A3, A4, A5, A6, A7, A8 and A11;

7. mortgage loans governed by Italian law;

8. mortgage loans secured by economic first ranking mortgage (*ipoteca di primo grado economico*), that is:

   (i) a legal first-ranking priority voluntary mortgage (*ipoteca volontaria di primo grado legale*); or

   (ii) a voluntary mortgage with subordinate ranking (*ipoteca volontaria di grado legale successivo al primo*), provided that the debts secured by the prior-ranking mortgages have been fully repaid;

9. mortgage loans not originating from the restructuring of personal loans (*crediti chirografari*) previously advanced;

10. mortgage loans having contractual interest rates falling under one of the following categories:

   (i) fixed rate loans, being those mortgage loans in respect of which the interest rate applied, contractually fixed, remains unchanged throughout the whole duration of the mortgage loan;

   (ii) floating rate loans, being those mortgage loans whose interest is linked to a reference index which remains unchanged throughout the whole duration of the mortgage loan;

   (iii) mixed rate loans, being those mortgage loans enabling the borrower to choose between a fixed or variable rate on one or more set dates; and

   (iv) fixed-to-variable rate mortgage loans, being those mortgage loans whose interest rate applied at the outset is a contractually fixed interest rate, and which as of a set date change the rate applied to a variable interest rate linked to a reference index;

11. mortgage loans in relation to which the ratio between the (i) amount disbursed on the date the mortgage loan was entered into and (ii) estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into, is equal to, or lower than, 100 per cent. For the purposes of this criterion 11, "estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into" shall mean the estimated value determined in accordance with the technical and economic parameters applicable from time to time by the lender in the context of the original appraisal of the value of the real estate assets mentioned in criterion 6. In order to ascertain whether a mortgage loans falls within this criterion, each relevant borrower may, to the extent it is not aware of the relevant information, obtain the "estimated value of the mortgaged property, calculated around the date on which the mortgage loan was entered into" from the branch (*filiale*) where the payments of the instalments of its mortgage loans are made; and

12. mortgage loans reimbursed by means of automatic bank transfer on a bank account opened at a bank of the Banca popolare dell' Emilia Romagna Group (including payments by means of direct debit ("**SDD**"));

However, the Receivables arising under Mortgage Loans do not comprise any receivables which, although meeting the criteria set out above, also meet, as of the relevant Valuation Date (unless otherwise provided), one or more of the following criteria:

13. mortgage loans which as at the Valuation Date have as borrowers individuals, including as co-beneficiaries, who are employees or corporate officers (pursuant to article 136 of the legislative decree No. 385 of 1 September 1993) of Banca popolare dell' Emilia Romagna, Società Cooperativa;

14. mortgage loans in relation to which the relevant borrower has adhered, as at the Valuation Date, through an adhesion letter mailed or filed with a branch (*filiale*) of Banca popolare dell' Emilia Romagna, Società Cooperativa, to the renegotiation proposal pursuant to Law Decree No. 93 dated 27 May 2008 converted into law No. 126 dated 24 July 2008 and the framework agreement (*convenzione*) between the Ministry of Economy and Finance and the Italian Banking Association (ABI);

15. mortgage loans entered into and advanced pursuant to any applicable law (even regional) or regulation providing for financial support or benefit with respect to principal and/or interest (*mutui agevolati*);

16. mortgage loans in relation to which the ratio between the (i) outstanding principal amount and (ii) the estimated value of the mortgaged property, calculated around the Valuation Date, is higher than 80 per cent. For the purposes of this criterion 16, "estimated value of the mortgaged property, calculated around the Valuation Date" shall mean the estimated value determined in accordance with the technical and economic parameters used from time to time by the lender in the context of the monitoring of the value of the real estate assets mentioned in criterion 6. In order to ascertain whether a mortgage loans falls within this criterion, each relevant borrower may, to the extent it is not aware of the relevant information, obtain the "estimated value of the mortgaged property, calculated around the Valuation Date" from the branch (*filiale*) where the payments of the instalments of its mortgage loans are made;

17. mortgage loans whose relevant borrower does not fall within one of the following categories: SAE 600 (*Famiglie Consumatrici*), SAE 614 (*Artigiani*) or SAE 615 (*Altre Famiglie Produttrici*). In order to ascertain whether a mortgage loans falls within this criterion, each relevant borrower may obtain information, the relevant category to which he/she belongs from the branch (*filiale*) where the payments of the instalments of its mortgage loans are made;

18. mortgage loans whose relevant borrower falls within one of the following categories (SAE 614 (*Artigiani*) or SAE 615 (*Altre Famiglie Produttrici*)) but who has been granted the relevant mortgage loan for business-related reasons. In order to ascertain whether a mortgage loans falls within this

criterion 18, each relevant borrower may obtain information on relevant category to which he/she belongs and whether his/her mortgage loan is classified as a loan granted for business related reasons from the branch (*filiale*) as well as where the payments of the instalments of its mortgage loans are made;

19. mortgage loans granted to a public administration entity (*ente pubblico*);

20. mortgage loans granted to an ecclesiastic entity (*ente ecclesiastico*);

21. mortgage loans which were classified as agricultural credit (*mutui agrari*) pursuant to articles 43, 44 and 45 of the Banking Act, as at the relevant execution date;

22. mortgage loans providing for the repayment of principal in several instalments in accordance with the so-called "Mix" method, envisaging an amortisation plan partly based on a fixed rate and partly based on a variable rate;

23. mortgage loans referring to real estate assets "under construction";

24. mortgage loans branded as "HLTV" mortgage loans;

25. mortgage loans granted with the express aim of consolidating the borrower's passivity;

26. mortgage loans deriving from "forbearance", or classified as "Non-Performing Loans", "Unlikely to Pay" and "Past Due" (as defined in the Circular of the Bank of Italy No. 272 dated 30 July 2008, as amended and supplemented on 20 January 2015 and following – "Matrice dei Conti"). In order to ascertain whether a mortgage loans falls within this criterion, each relevant borrower may, to the extent it is not aware of the relevant information, obtain its loan classification (as defined in the Circular of the Bank of Italy No. 272 dated 30 July 2008, as amended and supplemented on 20 January 2015 and following – "Matrice dei Conti") from the branch (*filiale*) where the payments of the instalments of its mortgage loans are made; and

27. mortgage loans which, on the disbursement day, were secured by a pledge over securities.

The Receivables shall also comply with the Specific Criteria.

"**Specific Criteria**" means the criteria for the selection of the Receivables arising under Mortgage Loans to be included in the portfolios to which such criteria are applied, as set forth in Annex 1, part II to the BPER Master Transfer Agreement for the Initial Receivables and in the relevant offer for the sale of Subsequent Receivables.

"**Criteria**" means jointly the General Criteria and the Specific Criteria.

THE CREDIT AND COLLECTION POLICIES

BPER Credit Policy

BPER's origination process, which has been in force without significant modification for the last few years, comprises the following stages:

1. Application and collection of documentation;

2. Collection of technical information for mortgage loans;

3. Deliberation;

4. Signing of contracts; and

5. Disbursement.

Application and collection of documentation

Following the first contact with the applicant, the necessary data and information are requested.

In many cases mortgage loan applications are made by customers of BPER in which case a significant amount of information is likely to be already available and will only need to be updated.

Collection of technical information

The management of the loan application is distributed on a territorial basis: the branch closest to the property offered as security is responsible for the analysis of a client's financial and economic situation. The objective of this analysis is to evaluate the credit merits of the client and any possible further guarantees that may be required.

During this phase, BPER will conduct searches of the central database of risks and collect information from several public databases. With respect to retail customers, BPER relies on information provided by *Centrale Rischi / Centrale Rischi di Importo Contenuto* (CR/CRIC); EURISC, which gives a picture of the applicant's track record towards financial institutions in terms of missed payments; and *Credit Bureau Score*, which is a scoring system returning the probability that the applicant would default in the following 12 months.

The local branch also collects information regarding the ability of the applicant to generate income in order to service the debt. In particular, the DTI (debt-to-income) ratio is exanimated. Generally, the DTI ratio shall not be higher than 35%. Stresses on applicant's net income are also applied.

Since September 2008, the result of the analysis performed on the applicant is expressed in terms of a rating system, on the basis of which a rating is assigned to the potential borrower summarizing its credit standing.

In addition to the evaluation of the applicant, a technical and legal examination of the real estate asset offered as a mortgage takes place.

Deliberation

Once the property appraisal has been completed, the branch transfers all data and documents to the central Loans Office, which will verify the whole set of information gathered and alert BPER's appropriate level for deliberation and approval. According to the amount of the mortgage loan or the risk for the client, a specific hierarchy of approval authority is in place, detailed by the relevant internal procedure, provided that the Board of Directors has no credit approval limits:

Signing of contracts

Once the grant of the loan has been approved, the relevant loan agreement is transferred to the relevant BPER's level in order to proceed with the signing of the agreement. A notary is charged for the formal registration of the mortgage.

Disbursement

Disbursement will only take place once BPER has confirmed that all documentation is in place and that the formal registration process has been completed. In addition, funds will only be made available once an insurance contract to cover the risk of fire and explosion has been activated.

BPER Mortgage Monitoring and Management Procedures

Introduction

BPER monitors its existing loans on a constant basis. Generally, borrowers pay instalments by direct debit from their respective account held with BPER, authorised at the time of execution of the relevant mortgage

loan agreement. On a regular basis, a solicitation is made to borrowers with any overdue and unpaid instalment.

Definitions

Any further details of BPER exposures classification according to the current regulation are described above in the section entitled "Description of the Issuer and Initial Seller".

Management and control of the loans

The monitoring activity is performed at a central level in order to have all the necessary controls on loans which show some criticalities. The monitoring activity is aimed at identifying first signs of credit risk deterioration and providing assistance to local branches and directly managing the relevant claims.

All the relevant management is duly informed in relation to the status of the claims and initiatives are promoted toward requiring claims such as:

- change of status of loans;
- provision adjustment on the non performing exposures;
- proposal of qualification of a loan as *sofferenza* (non-performing loan).

Generally, the following represents the main causes leading a mortgage loan to be classified as *sofferenza*:

- the borrower is in serious and long-term economic and financial difficulty, so that BPER would start the legal recovery procedures;
- there is a loss forecast on the claim;
- the borrower is insolvent as ascertained by a court.

Once the decision to qualify a claim as *sofferenza* has been taken, the definitive legal recovery process begins.

CREDIT STRUCTURE

The Covered Bonds will be direct, unsecured, unconditional obligations of the Issuer guaranteed by the Guarantor pursuant to the Covered Bond Guarantee. The Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until the service by the Representative of the Covered Bondholders on the Issuer and the Guarantor of a Notice to Pay. The Issuer will not be relying on payments by the Guarantor in order to pay interest or repay principal under the Covered Bonds.

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to Covered Bondholders:

(a) the Covered Bond Guarantee provides credit support to the Issuer;

the Mandatory Tests are intended to ensure that the Cover Pool is at all times sufficient to pay any interest and principal under the Covered Bonds;

the Asset Coverage Test is intended to test the asset coverage of the Guarantor's assets in respect of the Covered Bonds prior to the service of a Notice to Pay, applying for the purpose of such coverage an Asset Percentage factor determined in order to provide a degree of over-collateralisation with respect to the Cover Pool;

the Pre-Maturity Test is intended to ensure that there is sufficient liquidity available to redeem each Series of Hard Bullet Covered Bonds, if any, on the relevant Maturity Date;

the Amortisation Test is periodically performed, following the service of a Notice to Pay, for the purpose of testing the asset coverage of the Guarantor's assets in respect of the Covered Bonds;

the Swap Agreements are intended to hedge certain interest rate, basis, currency or other risks in respect of amounts received and amounts payable by the Guarantor; and

a Reserve Account will be established which will build up over time using excess cash flow from Interest Available Funds in order to ensure that the Guarantor will have sufficient funds set aside to fulfil its obligation to pay interest accruing with respect to the Covered Bonds.

Certain of these factors are considered more fully in the remainder of this section.

Covered Bond Guarantee

The Covered Bond Guarantee provided by the Guarantor guarantees payment of Guaranteed Amounts on the Due for Payment Date in respect of all Covered Bonds issued under the Programme. The Covered Bond Guarantee will not guarantee any other amount becoming payable in respect of the Covered Bonds for any other reason. In this circumstance (and until an Acceleration Notice is served), the Guarantor's obligations will only be to pay the Guaranteed Amounts on the Scheduled Due for Payment Date.

For further details, see the section headed "*Description of the Transaction Documents – Covered Bond Guarantee*" below, as regards the terms of the Covered Bond Guarantee.

Pre-Maturity Test for Hard Bullet Covered Bonds

The Pre-Maturity Test is intended to provide liquidity for Hard Bullet Covered Bonds when the Issuer's credit ratings fall below a certain level. The applicable Final Terms will set out whether the relevant Series of Covered Bonds is a Series of Hard Bullet Covered Bonds. On each Pre-Maturity Test Date, prior to the service of a Notice to Pay, the Calculation Agent will determine if the Issuer satisfies the following pre-maturity rating requirements (the "**Pre-Maturity Test**") and shall immediately notify the Issuer, the Guarantor and the Representative of Covered Bondholders if the Issuer does not satisfy such Pre-Maturity Test.

The Issuer will not satisfy, and be in breach of, the Pre-Maturity Test if the Issuer's (a) short-term credit rating for its unsecured, unsubordinated and unguaranteed debt obligations is equal to or lower than "P-1" from Moody's and the Maturity Date of the Series of Hard Bullet Covered Bonds is scheduled to fall within six months following the relevant Pre-Maturity Test Date or (b) long-term credit rating for its unsecured, unsubordinated and unguaranteed debt obligations is equal to or lower than "A2" from Moody's and the Maturity Date of the Series of Hard Bullet Covered Bonds is scheduled to fall within 12 months following the relevant Pre-Maturity Test Date.

If the Pre-Maturity Test is breached in respect of a Series of Hard Bullet Covered Bonds within 12 months prior to the scheduled Maturity Date of that Series, the Calculation Agent will immediately serve a notice to that effect on the Issuer, the Guarantor and the Representative of the Covered Bondholders the "**Pre-Maturity Test Breach Notice**"). Following the delivery of the Pre-Maturity Test Breach Notice, the Issuer will be required to procure, within the earlier of (i) 14 calendar days from the date on which the Pre-Maturity Test Breach Notice is notified to the Issuer and (ii) the Maturity Date of the relevant Series of Hard Bullet Covered Bonds, that (A) an amount equal to the Required Redemption Amount in respect of such Series of Hard Bullet Covered Bonds plus any amount that would be payable by the Guarantor in priority thereto in accordance with the Post-Issuer Event of Default Priority of Payments (regardless as to whether a Notice to Pay has been served) (the "**Pre-Maturity Collateral Amount**") is credited to an account opened for that purpose by the Guarantor with an Eligible Institution (the "**Pre-Maturity Account**"), or, alternatively, (B) a guarantee is provided in respect of the payment of the Final Redemption Amount on the relevant Maturity Date for that Series of Hard Bullet Covered Bonds by a guarantor whose senior, unsecured and unsubordinated ratings are at least equal to "P-1" by Moody's.

If any of the actions under (A) and (B) above is not taken, the Guarantor may, among others:

(i) offer to sell Selected Assets in accordance with the Cover Pool Administration Agreement, and subject to any right of pre-emption enjoyed by the relevant Seller; and/or

(ii) seek to obtain the creation of Eligible Deposits from the Seller(s). The creation of Eligible Deposits will be financed through advances granted by the relevant Seller under the relevant Subordinated Loan Agreement.

Any proceeds deriving from the sale of Selected Assets and their related security and/or any contribution in cash by the relevant Seller shall be credited to the Pre-Maturity Account.

Following service of a Notice to Pay, the Guarantor shall apply funds standing to the Pre-Maturity Account to repay the relevant Series of Hard Bullet Covered Bonds on its Maturity Date in accordance with the Post-Issuer Event of Default Priority of Payments.

If the Issuer fully repays the relevant Series of Hard Bullet Covered Bonds on the Maturity Date thereof, any amount of cash standing to the credit of the Pre-Maturity Account after such repayment shall be applied in accordance with the relevant Priority of Payments, unless:

(A) the Issuer does not satisfy the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, in which case the cash will remain credited on the Pre-Maturity Account and be used to provide liquidity for that other Series of Hard Bullet Covered Bonds; or

(B) the Issuer does satisfy the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, but the Issuer resolves to retain the cash on the Pre-Maturity Account in order to provide liquidity for any future Series of Hard Bullet Covered Bonds.

"**Pre-Maturity Test Date**" means any Business Day falling during the Pre-Maturity Rating Period, prior to the occurrence of an Issuer Event of Default.

"**Pre-Maturity Rating Period**" means the period of 12 months preceding the Maturity Date of the relevant Series of Hard Bullet Covered Bonds.

Tests

Under the terms of the Cover Pool Administration Agreement, the Issuer (and, failing the Issuer to do so, the Additional Sellers, if any) must ensure that the Cover Pool complies with the Tests described below.

Mandatory Tests

For so long as any Covered Bond remains outstanding, the Issuer (also in its capacity as Initial Seller) and the Additional Sellers (if any) shall procure on an ongoing basis (and, without prejudice of the OBG Regulations, such obligation shall be deemed to be complied with if the tests are satisfied on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant tests are to be carried out pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be) and until the Programme Expiry Date that each of the following tests is met:

(a) the outstanding aggregate principal balance of the Eligible Cover Pool (provided that any Mortgage Loan in respect of which the loan to value ratio exceed the percentage limit set forth under Article 2, paragraph 1, of the MEF Decree will be considered up to an amount of principal which, taking into account the Latest Valuation relating to that Mortgage Loan, allows compliance with such percentage limit) from time to time owned by the Guarantor plus the aggregate amounts standing to the credit of the Accounts (in relation to the principal component only) up to the end of the immediately preceding Calculation Period which have not been applied in accordance with the relevant Priority of Payments shall be at least equal to, or higher than, the aggregate principal notional amount of all Series of Covered Bonds at the same time outstanding (the "**Nominal Value Test**");

(b) the Net Present Value of the Eligible Cover Pool shall be at least equal to, or higher than, the Net Present Value of the Outstanding Covered Bonds (the "NPV Test"); and

(c) the Net Interest Collections from the Eligible Cover Pool shall be at least equal to, or higher than, the interest payments scheduled to be due in respect of all the outstanding Series of Covered Bonds (the "**Interest Coverage Test**"),

(the tests above are jointly defined as the "**Mandatory Tests**").

"**Net Available Redemption Funds**" means (i) the amounts standing to the credit of the Accounts *plus* (ii) without duplication with (i), the Euro Equivalent of the Outstanding Principal Balance of any Integration Assets and Eligible Investments, without double counting any securities, monies or other amounts which is comprised in the Selected Assets *minus* (iii) the amounts required to repay any Series of Covered Bonds which mature on the same date as the relevant Series of Covered Bonds and all amounts to be applied on the next following Guarantor Payment Dates, up until the Maturity Date (or the Extended Maturity Date, if applicable) of the Earliest Maturing Covered Bonds, to repay amounts ranking in priority or *pari passu* to the amounts to be paid on the Earliest Maturity Covered Bonds in accordance with the Post-Issuer Event of Default Priority of Payments.

"**Net Interest Collections from the Eligible Cover Pool**" means, on each Calculation Date and/or Monthly Calculation Date and/or any other date on which the relevant Test is to be performed pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, an amount equal to the positive difference between:

(i) the sum of

(A) interest payments received, or expected to be received, by the Guarantor under or in respect of the Eligible Cover Pool (provided that the interest payments expected to be received in respect of any Mortgage Loan for which the loan to value ratio exceed the percentage limit set forth under Article 2, paragraph 1, of the MEF Decree, will be considered up to an amount that, taking into account the Latest Valuation relating to that Mortgage Loan, allows compliance with such percentage limit) in each and all respective Calculation Periods until the date on which all the outstanding Covered Bond are scheduled to be redeemed (including, for the avoidance of doubt, any amount of interest to be realised from the investment into Eligible Investments of principal collections arising from the expected amortisation of the Eligible Cover Pool in each and all respective Calculation Periods) and any amount of interest accrued on the Accounts and any additional cash flows expected to be deposited in the Accounts in each and all respective Calculation Periods;

(B) any amount to be received by the Guarantor as payments under the Swap Agreements prior to or on each and all respective Guarantor Payment Dates; and

(C) any other amount to be received by the Guarantor as payments owed under the Swap Agreements; and

(ii) the payments (in relation to the interest component only) to be effected in accordance with the relevant Priority of Payments, by the Guarantor in priority to any amount to be paid on the Covered Bonds, and including payments under the Swap Agreements on each and all respective Guarantor Payment Dates.

"**Net Present Value of the Outstanding Covered Bonds**" means, on each Calculation Date and/or Monthly Calculation Date and/or any other date on which the relevant Test is to be performed pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, an amount equal to the product of (i) the applicable Discount Factor and (ii) the expected principal and interest payments due in respect of the outstanding Series of Covered Bonds.

"**Net Present Value of the Eligible Cover Pool**" means, on each Calculation Date and/or Monthly Calculation Date and/or any other date on which the relevant Test is to be performed pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, an amount equal to the algebraic sum of:

(i) the product of:

(A) the applicable Discount Factor; and

(B) the expected future principal and future interest payments to be received by the Guarantor under or in respect of the Eligible Cover Pool (provided that such future principal and interest payments in respect of any Mortgage Loan for which the loan to value ratio exceed the percentage limit set forth under Article 2, paragraph 1, of the MEF Decree will be considered up to an amount that, taking into account the Latest Valuation relating to that Mortgage Loan, allows compliance with such percentage limit); *plus*

(ii) the product of:

(A) the applicable Discount Factor; and

(B) the expected payments to be made or received by the Guarantor under or in respect of the Swap Agreements; *minus*

(iii) the product of:

(A) the applicable Discount Factor; and

(B) any amount expected to be paid by the Guarantor in priority to the Swap Agreements in accordance with the relevant Priorities of Payments; *plus*

(iv) any principal payment actually received by the Guarantor in respect of the Mortgage Loans and not yet applied under the relevant Priority of Payments.

"**Discount Factor**" means the discount rate, implied in the relevant Swap Curve, calculated by the Calculation Agent on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant Tests are to be carried out pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be.

"**Eligible Cover Pool**" means, as at any relevant date, (i) all the Receivables comprised in the Cover Pool which are not Non Performing Loans and (ii) all the Integration Assets up to a nominal amount equal to 15 per cent. of the nominal amount of the aggregate Cover Pool as at such date.

"**Non Performing Loan**" means a receivable which has been for at least 180 consecutive days In Arrears, or which has been classified as a *credito in sofferenza* pursuant to the Servicing Agreement. For the avoidance of doubt, this definition differs from the classification of Non Performing Loan used in the section headed "Description of the Issuer and Initial Seller".

"**In Arrears**" means, in respect of any Mortgage Loans, any amount which has become due and payable by the relevant obligor or guarantor, but has remained unpaid for more than five consecutive Business Days.

"**Swap Curve**" means the term structure of interest rates used by the Servicer in accordance with the best market practice and calculated based on market instruments.

The Calculation Agent, on the basis of the information provided to it pursuant to the Transaction Documents, shall verify compliance with the Mandatory Tests on each Calculation Date and/or Monthly Calculation Date and/or on any other date on which the verification of the Mandatory Tests is required pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be.

Prior to the service of a Notice to Pay, the Nominal Value Test will be deemed to be met as at any relevant date if the Asset Coverage Test is met as at such date.

The calculations performed by the Calculation Agent in respect of the Mandatory Tests will be monitored and verified from time to time by the Asset Monitor in accordance with the provisions of the Asset Monitor Agreement.

Asset Coverage Test

Starting from the Issue Date of the first Series of Covered Bonds and until the earlier of:

(a) the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with the Conditions; and

(b) the date on which a Notice to Pay is served on the Guarantor,

the Issuer (also in its capacity as Initial Seller) and the Additional Sellers (if any) shall procure, in accordance with the provisions set out in the Cover Pool Administration Agreement, that on any Calculation Date and/or Monthly Calculation Date and/or on each other day on which the Asset Coverage Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Adjusted Aggregate Loan Amount is at least equal to the aggregate Outstanding

Principal Balance of the Covered Bonds (the "**Asset Coverage Test**", and together with the Mandatory Tests, the "**Tests**").

For the purpose of the Asset Coverage Test, "**Adjusted Aggregate Loan Amount**" means an amount calculated in accordance with the following formula:

A+B+C-Y-W-Z

where:

"**A**" is equal to the lower of (i) and (ii),

where:

(i) is the aggregate of the "**LTV Adjusted Principal Balance**" of each Mortgage Loan in the Eligible Cover Pool as at any given date, calculated as the lower of: (1) the actual Outstanding Principal Balance of the relevant Mortgage Loan in the Eligible Cover Pool as at the last day of the immediately preceding Calculation Period; and (2) the Latest Valuation relating to that Mortgage Loan as at such date multiplied by M (where M is equal to (a) 80 per cent. for all Mortgage Loans that are up to three months In Arrears or not In Arrears, (b) 40 per cent. for all Mortgage Loans that are more than three months In Arrears, but are not yet Non Performing Loans and (c) zero for all Non Performing Loans),

minus

the aggregate of the following deemed reductions to the aggregate LTV Adjusted Principal Balance of the Mortgage Loans in the Eligible Cover Pool if any of the following occurred during the immediately preceding Calculation Period:

(A) a Mortgage Loan was, during the immediately preceding Calculation Period, in breach of the representations and warranties contained in the relevant Warranty and Indemnity Agreement and the relevant Seller has not indemnified the Guarantor or otherwise cured such breach, to the extent required by the terms of the relevant Warranty and Indemnity Agreement (any such Mortgage Loan an "**Affected Loan**"). In this event, the aggregate LTV Adjusted Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the LTV Adjusted Principal Balance of the relevant Affected Loans (as calculated on the last day of the immediately preceding Calculation Period); and/or

(B) the relevant Seller, in any preceding Calculation Period, was in breach of any other material representation and warranty under the relevant Master Transfer Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate LTV Adjusted Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Guarantor in the immediately preceding Calculation Period in respect of such Mortgage Loan (such financial loss to be calculated by the Calculation Agent without double counting with the reduction under (A) above and to be set off against any amount paid (in cash or in kind) to the Guarantor by the relevant Seller and/or the Servicer to indemnify the Guarantor for such financial loss) (any such loss a "**Breach Related Loss**"); and/or

(C) the relevant borrower has requested a suspension of payment pursuant to the applicable legislation and regulations (*normativa primaria e secondaria*), including any order, decree or any other decision issued by the judiciary authority (*autorità giudiziaria*) or administrative authority (*autorità*

amministrativa) or any other competent authority, or to the schemes with the relevant associations (accordi con le associzioni di categoria), including without limitation the scheme named "Accordo per il Credito 2015" between the Associazione Bancaria Italiana and the associations of enterprises for suspension of the debts of small and medium enterprises, according to Italian law No. 190/2014, and the scheme named "Accordo per la sospensione del credito alle famiglie" between the Associazione Bancaria Italiana and the associations of consumer clients dated 31 March 2015 as amended and supplemented, during the suspension period (any such Mortgage Loan a "**Renegotiated Loan**"). In this event, the aggregate LTV Adjusted Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the LTV Adjusted Principal Balance, as calculated in (i) above, of each Renegotiated Loan multiplied by M (where M is equal to (a) zero for all Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of less than 91 days, (b) 50 per cent. for all Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 90 days but less than 181 days and (c) 100 per cent. for all Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 180 days) provided however that, for the period starting from 1 June 2020 (included) and until 30 June 2021 (included), each suspension of payments requested or otherwise granted pursuant to Law Decree n. 18 of 17 March 2020 (so called "Decreto Cura Italia") or any other suspension of payments pursuant to preferential regimes granted by the Issuer in connection or as a consequence of the spread of epidemics of the new respiratory syndrome "COVID-19" and relevant effects on the economic scenario and in line with the recent EBA guidelines on prudential treatment of payment moratoria (along with the EBA Guidelines on the application of the definition of default), (any such Mortgage Loan so affected a "**Covid-19 Renegotiated Loan**"), the aggregate LTV Adjusted Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the LTV Adjusted Principal Balance, as calculated in (i) above, of each Covid-19 Renegotiated Loan multiplied by N (where N is equal to (a) zero for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of less than 91 days, (b) 25 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 90 days but less than 181 days (c) 50 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 180 days but less than 271 days and (d) 100 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 270 days);

AND

(ii) is the aggregate "**Asset Percentage Adjusted Principal Balance**" of the Mortgage Loans in the Eligible Cover Pool as at any given date which in relation to each Mortgage Loan shall be calculated as the lower of (1) the actual Outstanding Principal Balance of the relevant Mortgage Loan as calculated on the last day of the immediately preceding Calculation Period, and (2) the Latest Valuation relating to that Mortgage Loan as at such date multiplied by N (where N is equal to (a) 100 per cent. for all Mortgage Loans that are less than three months In Arrears or not In Arrears, (b) 40 per cent. for Mortgage Loans that are more than three months In Arrears but are not yet Non Performing Loans and (c) zero for all Non Performing Loans),

minus

the aggregate sum of (1) the Asset Percentage Adjusted Principal Balance of any Affected Loan(s), calculated as described in item (i)(a) above and/or (2) any Breach Related Losses, calculated as described in item (i)(b)

above and/or (3) the aggregate of the Asset Percentage Adjusted Principal Balance of any Renegotiated Loan and/or Covid-19 Renegotiated Loan, calculated as described in item (i)(c) above,

the result of which multiplied by the "Asset Percentage" (as defined below);

"**B**" is equal to the aggregate amount of all sums standing to the credit of Accounts (minus any amount deposited to the Collection Account or on any other account opened in the name of the Guarantor in any Eligible Institution pursuant to clause 14.1.1(ii) of the Servicing Agreement) as at the end of the immediately preceding Calculation Period which have not been applied in accordance with the relevant Priority of Payments up to a maximum nominal amount which cannot exceed, taking into account "C" below, 15 per cent. of the nominal amount of the aggregate Cover Pool as at such date;

"**C**" is equal to the aggregate Outstanding Principal Balance of any Integration Assets and/or Eligible Investments as the end of the immediately preceding Calculation Period (without duplication with the amounts standing to the credit of the Accounts under "B" above) and up to a maximum nominal amount which cannot exceed, taking into account "B" above, 15 per cent. of the nominal amount of the aggregate Cover Pool as at such date;

"**Y**" is equal to zero if the Issuer's short-term unsecured and unsubordinated debt ratings are at least "P1" by Moody's, otherwise the Potential Set-Off Amounts;

"**W**" is equal to zero if the Issuer's short term unsecured and unsubordinated debt ratings are at least "P1" by Moody's, otherwise the Potential Commingling Amount;

"**Z**" means the amount resulting from the product of (i) the weighted average remaining maturity of all Covered Bonds then outstanding expressed in days and divided by 365, (ii) the Euro Equivalent amount of the aggregate Outstanding Principal Balance of the Covered Bonds, and (iii) 0.50 per cent. (the "**Negative Carry Factor**");

"**Asset Percentage**" means, on any Calculation Date and/or Monthly Calculation Date and/or on any other date on which the Asset Coverage Test is to be performed under the Transaction Documents, as the case may be, the lower of (a) 84.03 per cent. and (b) the higher of (1) such other percentage, determined by the Issuer on behalf of the Guarantor, as is sufficient to maintain the ratings assigned by Moody's to the Covered Bonds of the first Series on the Initial Issue Date; and (2) to the extent that the corporate rating of the Issuer by Moody's is at the relevant date lower than the corporate rating of the Issuer by Moody's as at the Initial Issue Date, such other percentage, determined by the Issuer on behalf of the Guarantor, as is sufficient to obtain a rating of the Covered Bonds equal to the rating that Moody's would have assigned by applying the same Moody's methodology used to assign the rating to the Covered Bonds of the first Series on the Initial Issue Date and considering a scenario where the corporate rating of the Issuer on the Initial Issue Date was such lower rating;

"**Latest Valuation**" means the most recent valuation of the relevant property performed in accordance with article 208, paragraph 3 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and the BoI Regulations;

"**Potential Commingling Amount**" means:

(i) an amount equal to 2.1 per cent. of the aggregate Outstanding Principal Balance of the Cover Pool but excluding any Non-performing Loans; or

(ii) if the Second Moody's Rating Trigger is outstanding and (x) any of the remedies set out in clause 14.1.1(i) or (ii) of the Servicing Agreement has been put in place, an amount equal to zero or (y) none of the remedies set out in clause 14.1.1(i) and (ii) of the Servicing Agreement has been put in place, an

amount equal to 2.52 per cent. of the aggregate Outstanding Principal Balance of the Cover Pool but excluding any Non-performing Loans.

The Potential Commingling Amount will be updated at least on a quarterly basis;

A "**Second Moody's Rating Trigger**" will be deemed to be outstanding if the Issuer's short term unsecured and unsubordinated debt ratings assigned by Moody's are at any time below "P2" by Moody's;

"**Potential Set-Off Amounts**" means the aggregate Outstanding Principal Balance of the Cover Pool that could potentially be lost as a result of the relevant Debtors exercising their set-off rights, and which in any case will never be lower than the Moody's Set-Off Exposure. Such amount will be calculated by the Calculation Agent on each Calculation Date and/or other date on which the Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and any other Transaction Documents, as the case may be, except when the Issuer's short term rating is at least "P1" by Moody's. The Potential Set-Off Amounts will be updated at least on a quarterly basis and after any transfer of Receivables to the Guarantor.;

"**Moody's Set-Off Exposure**" means, in respect of each Debtor and as at any Calculation Date and/or Monthly Calculation Date and/or on any other date on which the Asset Coverage Test is to be performed under the Transaction Documents, as the case may be, the lower of:

(i) the greater of (a) the lower of (1) the aggregate amount of cash multiplied by (1 minus 15%), certificates of deposit and saving accounts, deposited by the Debtor with the relevant Seller and any negative exposure for the relevant Seller *vis à vis* the Debtor referring to any "over-the-counter" (OTC) derivative transaction in each case as at the Transfer Date of the relevant Mortgage Loan and (2) the aggregate amount of cash multiplied by (1 minus 15%), certificates of deposit and saving accounts, deposited by the Debtor with the relevant Seller and any negative exposure for the relevant Seller *vis à vis* the Debtor referring to any "over-the-counter" (OTC) derivative transaction in each case as at the Transfer Date of the relevant Mortgage Loan, *minus* the Moody's Deposit Compensation and (b) zero; and

(ii) the aggregate of the Outstanding Principal Balance of the relevant Mortgage Loan as at the immediately preceding Collection Period;

"**Moody's Deposit Compensation**" means, in respect of each Debtor and as at any Calculation Date and/or Monthly Calculation Date and/or on any other date on which the Asset Coverage Test is to be performed under the Transaction Documents, as the case may be, the lower of:

(i) the greater of (a) the lower of (1) the aggregate amount of cash multiplied by (1 minus 15%), certificates of deposit and saving accounts, deposited by the Debtor with the relevant Seller at the Transfer Date of the relevant Mortgage Loan and (2) the aggregate amount of cash multiplied by (1 minus 15%), certificates of deposit and saving accounts, deposited by the Debtor with the relevant Seller as at the relevant date, *minus* an amount equal to the instalments due and paid under the relevant Mortgage Loan during the immediately preceding two months, and (b) zero; and

(ii) the Compensation Threshold;

"**Compensation Threshold**" means Euro 100,000.00;

"**Transfer Date**" means, in respect of each Receivable arising under a Mortgage Loan, the later of (i) the date on which the relevant notice of assignment has been published in the *Gazzetta Ufficiale della Repubblica Italiana* and (ii) the date on which the relevant notice of assignment has been deposited with the relevant companies' register.

The Amortisation Test

For so long as any Series of Covered Bonds remains outstanding, the Issuer (also in its capacity as Initial Seller) and any Additional Seller will ensure that following the service of a Notice to Pay (but prior to the service of an Acceleration Notice), on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the Amortisation Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Amortisation Test Aggregate Loan Amount is equal to or higher than the Outstanding Principal Balance of the Covered Bonds (the "**Amortisation Test**").

For the purpose of the Amortisation Test, the "**Amortisation Test Aggregate Loan Amount**" means an amount calculated in accordance with the following formula:

A+B+C-Z

where:

"**A**" is the lower of:

(1) the actual Outstanding Principal Balance of each Mortgage Loan as calculated on the last day of the immediately preceding Calculation Period multiplied by M; and

(2) the Latest Valuation relating to that Mortgage Loan as at such date multiplied by M.

For the purposes of items (1) and (2) above, M is equal to (a) 100 per cent. for all Mortgage Loans that are up to three months In Arrears or not In Arrears, (b) 85 per cent. for all Mortgage Loans that are more than three months In Arrears but are not yet Non Performing Loans and (c) 70 per cent. for all Non Performing Loans.

minus

the aggregate sum of the following deemed reductions to the aggregate Outstanding Principal Balance of the Mortgage Loans in the Eligible Cover Pool if any of the following occurred during the immediately preceding Calculation Period:

(I) a Mortgage Loan was, in the immediately preceding Calculation Period, an Affected Loan. In this event, the aggregate Outstanding Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the Outstanding Principal Balance of the relevant Affected Loans (as calculated on the last day of the immediately preceding Calculation Period) multiplied by M (where M is equal to (a) 100 per cent. for all Mortgage Loans that are up to three months In Arrears or not In Arrears, and (b) 85 per cent. for all Mortgage Loans that are more than three months In Arrears but are not yet Non Performing Loans and (c) 70 per cent. for all Non Performing Loans; and/or

(II) the relevant Seller, in any preceding Calculation Period, was in breach of any other material representation and warranty under the relevant Master Transfer Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate Outstanding Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced, by an amount equal to the resulting financial loss incurred by the Guarantor in the immediately preceding Calculation Period in respect of such Mortgage Loan (such financial loss to be calculated by the Calculation Agent without double counting with the reduction under (I) above and to be set off against any amount paid (in cash or in kind) to the Guarantor by the relevant Seller and/or the Servicer to indemnify the Guarantor for such financial loss); and/or

(III) any Mortgage Loan was, in the immediately preceding Calculation Period, a Renegotiated Loan or, as applicable, a Covid-19 Renegotiated Loan. In this event, the aggregate of the Outstanding Principal Balance of the Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by (x) in case of a Renegotiated Loan, an amount equal to the aggregate of the Outstanding Principal Balance of each Renegotiated Loan calculated as the lower of (1) and (2) in "A" above multiplied by M (where M is equal to (a) zero for all Renegotiated Loans in respect of which, as at such date, payments have been suspended for less than 91 days, (b) 50 per cent. for all Renegotiated Loans in respect of which, as at such date, payments have been suspended for more than 90 days but less than 181 days and (c) 100 per cent. for all Renegotiated Loans in respect of which, as at such date, payments have been suspended for more than 180 days) or (y), for the period starting from 1 June 2020 (included) and until 30 June 2021 (included), in case of a Covid-19 Renegotiated Loan, an amount equal to the aggregate of the Outstanding Principal Balance of each Covid-19 Renegotiated Loan calculated as the lower of (1) and (2) in "A" above multiplied by M (where M is equal to (a) zero for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of less than 91 days, (b) 25 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 90 days but less than 181 days (c) 50 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 180 days but less than 271 days and (d) 100 per cent. for all Covid-19 Renegotiated Loans in respect of which, as at such date, payments have a residual suspension period of more than 270 days).

"**B**" is the aggregate amount of all principal amounts collected by the Servicer in respect of the Eligible Cover Pool up to the end of the immediately preceding Calculation Period which have not been provisioned as at the relevant Calculation Date to acquire further Subsequent Receivables and/or Integration Assets or otherwise provisioned in accordance with the Transaction Documents.

"**C**" is the aggregate Outstanding Principal Balance of any Integration Assets and/or Eligible Investments as at the end of the immediately preceding Collection Period.

"**Z**" is the amount resulting from the product of (i) the weighted average remaining maturity of all Covered Bonds then outstanding expressed in days and divided by 365, (ii) the Euro Equivalent amount of the aggregate Outstanding Principal Balance of the Covered Bonds, and (iii) the Negative Carry Factor.

The Calculation Agent shall verify compliance with the Amortisation Test on each Calculation Date and/or Monthly Calculation Date following the service of a Notice to Pay (but prior to the service of an Acceleration Notice) and on any other date on which the verification of the Amortisation Test is required pursuant to the Cover Pool Administration Agreement and the other Transaction Documents.

For the purposes of verification of the Amortisation Test and the Mandatory Tests, the Nominal Value Test is deemed to be met if the Amortisation Test is met.

A breach of the Amortisation Test will constitute a Guarantor Event of Default and the Representative of the Covered Bondholders shall be entitled to deliver an Acceleration Notice to the Guarantor in accordance with the Intercreditor Agreement.

See also the section headed "*Description of the Transaction Documents – Cover Pool Administration Agreement*" below.

ACCOUNTS AND CASH FLOWS

The Guarantor has opened and, subject to the terms of the Cash Management and Agency Agreement, shall at all times maintain with the Italian Account Bank, as separate accounts in the name of the Guarantor and in the interest of the Secured Creditors, the following accounts:

(a) an "**Initial Collection Account**" in relation to the Receivables purchased by the Guarantor pursuant to the BPER Master Transfer Agreement;

(b) the "**Expenses Account**"; and

(c) the "**Quota Capital Account**", a euro-denominated deposit account or any other account as may replace it in accordance with the Cash Management and Agency Agreement into which the sum representing 100 per cent. of the Guarantor's equity capital (equal to Euro 10,000) has been deposited and will remain deposited therein for so long as all Covered Bonds issued or to be issued by the Issuer have been paid in full.

The Guarantor may open and, subject to the terms of the Cash Management and Agency Agreement, shall at all times maintain with the Italian Account Bank, as separate accounts in the name of the Guarantor and in the interest of the Secured Creditors, the following accounts:

(a) the "**Additional Collection Accounts**" and, together with the Initial Collection Account, the "**Collection Accounts**" and, any one of them, a "**Collection Account**" in relation to the Subsequent Receivables and/or Integration Assets purchased by the Guarantor from each Additional Seller pursuant to the relevant Additional Master Transfer Agreement;

(b) the "**Securities Account**"; and

(c) the "**Investment Account**" (which, together with the Collection Accounts, the Expenses Account and the Securities Account (if any), are referred to as the "**Italian Accounts**").

Collection Accounts

(i) Payments into the Collection Accounts:

  (a) all the collections and/or recoveries arising out of the Receivables as they are collected and/or received and deposited by the Servicer in accordance with the Servicing Agreement;

  (b) all the proceeds made or received by the Guarantor from the sale of Receivables under the Master Transfer Agreements and the Servicing Agreement;

  (c) all the funds advanced under the Subordinated Loan Agreements and to be used for the purposes of creating Eligible Deposits; and

  (d) on a monthly basis, the interest accrued on the Collection Accounts (if any) will be credited thereto.

(ii) Withdrawals from the Collection Accounts:

  (a) on a daily basis and for value the day of receipt, all funds (if any) then standing to the credit of each Collection Account will be transferred to the Transaction Account by the Italian Account Bank; and

  (b) on the Initial Issue Date, the amount necessary to fund the Expense Required Amount.

Expenses Account

(i) Payments into the Expenses Account:

(a) on the Initial Issue Date the Expense Required Amount will be credited on the Expenses Account out of the interest collections received from the Initial Receivables credited to the Initial Collection Account during the period starting from the Initial Valuation Date and ending on the Initial Issue Date;

(b) on each Guarantor Payment Date monies will be credited to the Expenses Account in accordance with the applicable Priority of Payments until the balance of such account equals the Expense Required Amount; and

(c) on a monthly basis, the interest accrued on the Expenses Account (if any) will be credited thereto.

(ii) Withdrawals from the Expenses Account:

(a) at any time the Italian Account Bank will use the funds standing to the credit of the Expenses Account to pay the Expenses on the basis of the payment instructions from time to time received from the Guarantor or the Corporate Servicer; and

(b) on the Guarantor Payment Date on which all Covered Bonds will be redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amounts standing to the credit of the Expenses Account will be transferred to the Transaction Account and used to make payments in accordance with the applicable Priority of Payments.

"**Expense Required Amount**" means Euro 50,000.

Securities Account

(i) Payments into the Securities Account:

A Securities Account may be opened in the future on which all securities constituting Eligible Investments purchased upon instruction of the Investment Agent with the amounts standing to the credit of the Investment Account, pursuant to any order of the Investment Agent, and all Integration Assets consisting of securities will be deposited.

(ii) Withdrawals from the Securities Account:

(a) on each relevant Liquidation Date, by 13:00 (Italian time) the Eligible Investments standing to the credit of the Securities Account will be liquidated and proceeds credited to the Investment Account by the Cash Manager promptly upon liquidation and in any case not later than 13:00 (Italian time) of the last day of the relevant Collection Period;

(b) the Integration Assets consisting of securities will be liquidated in accordance with the Cover Pool Administration Agreement and proceeds credited to the Investment Account by the Cash Manager promptly upon liquidation and in any case not later than 13:00 (Italian time) of the last day of the relevant Collection Period; and

(c) before 13:00 (Italian time) of the last day of the relevant Collection Period, the interest accrued on the investments until the end of the Collection Period standing to the credit balance of the Securities Account, if any, will be transferred to the Investment Account.

"**Liquidation Date**" means (a) one Business Day prior to the relevant Payments Report Date for any investment made by using Available Funds other than Principal Available Funds or (b) one Business Day prior

to the Payments Report Date falling nine months after the Payments Report Date immediately preceding the Investment Date on which investments were made by using Principal Available Funds.

Investment Account

(i) Payments into the Investment Account:

(a) an Investment Account may be opened in the future into which (i) amounts standing to the credit of the Transaction Account and the Reserve Account will be deposited upon discretion of the Investment Agent and (ii) on each Liquidation Date, by 15:00 (Italian time), the proceeds of the liquidation of the relevant Eligible Investments and Integration Assets consisting of securities standing to the credit of the Securities Account and the interest accrued on the investments until the end of the Collection Period, if any, will be credited; and

(b) on a monthly basis, the interest accrued on the Investment Account (if any) will be credited thereto.

(ii) Withdrawals from the Investment Account:

(a) the funds standing to the credit of the Investment Account (if any) will be used to make Eligible Investments in accordance with the Cash Management and Agency Agreement;

(b) at the end of any Collection Period, the interest accrued on the credit balance of the Investment Account and the proceeds of the liquidation of the amounts invested in the relevant Eligible Investments and Integration Assets consisting of securities, during the preceding Collection Period, if any, will be transferred to the Transaction Account or the Reserve Account, as applicable; and

(c) on the Guarantor Payment Date on which all Covered Bonds will be redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amounts standing to the credit of the Investment Account will be transferred to the Transaction Account and used to make payments in accordance with the applicable Priority of Payments.

The Guarantor has opened and, subject to the terms of the Cash Management and Agency Agreement, shall at all times maintain with the English Account Bank, in the name of the Guarantor and in the interest of the Secured Creditors, the following accounts:

(a) the "**Transaction Account**"

(i) Payments into the Transaction Account:

(a) on each Business Day, by 13:00 (Italian time) any amount standing on the balance of the Collection Accounts will be credited to the Transaction Account;

(b) any amounts whatsoever received by or on behalf of the Guarantor pursuant to the Swap Agreements will be credited to the Transaction Account, except for collateral to be credited to the relevant Collateral Account;

(c) all other payments paid to the Guarantor under any of the Transaction Documents including – for the avoidance of doubt – any indemnity paid by the Sellers in accordance with the Warranty and Indemnity Agreements will be credited to the Transaction Account;

(d) all the proceeds made or received by the Guarantor from the sale of Selected Assets under the Cover Pool Administration Agreement;

(e) any interest accrued on any of the Accounts held with the English Account Bank (except as otherwise provided in the Cash Management and Agency Agreement);

(f) at the end of any Collection Period, the interest accrued on the credit balance of the Investment Account and, on the relevant Liquidation Date, the proceeds of the liquidation of the amounts invested from the Transaction Account in the Eligible Investments and Integration Assets consisting of securities, during the applicable preceding Collection Period, if any, will be transferred to the Transaction Account;

(g) on the Guarantor Payment Date on which all Covered Bonds will be redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amounts standing to the credit of the Investment Account will be transferred to the Transaction Account; and

(h) on the Guarantor Payment Date on which all Covered Bonds will be redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amounts standing to the credit of the Reserve Account will be transferred to the Transaction Account.

(ii) Withdrawals from the Transaction Account:

(a) on each Guarantor Payment Date, the Cash Manager, on the basis of the relevant Payments Report, will, no later than 13:00 (Italian time), make those payments as are indicated in the relevant Payments Report in accordance with the applicable Priority of Payments (including any payment as purchase price of Subsequent Receivables) other than those set out in paragraph (c) below;

(b) the English Account Bank will transfer from the Transaction Account to the Investment Account (if any) upon instruction of the Investment Agent, all or part of the funds credited on, and standing to the credit of, the Transaction Account on the relevant Investment Date; and

(c) one Business Day prior to each Guarantor Payment Date falling after the delivery of a Notice to Pay, the Cash Manager, on the basis of the relevant Payments Report, will transfer to the Italian Paying Agent Account the amounts necessary for the Italian Paying Agent to execute payments of interests and principal due in relation to the outstanding Covered Bonds.

"**Investment Date**" means any date in which the Investment Agent elects to make investments according to the Cash Management and Agency Agreement.

Any "**Collateral Account/s**" opened in respect of any Swap Counterparty, which shall be operated in accordance with the Intercreditor Agreement, the Cash Management and Agency Agreement and the relevant Swap Agreement entered into between the Guarantor and such Swap Counterparty.

The "**Reserve Account**" (which, together with the Transaction Account and the Collateral Account(s), are referred to as the "**English Accounts**").

(iii) Payments into the Reserve Account:

(a) on each Guarantor Payment Date monies will be credited to the Reserve Account in accordance with the applicable Priority of Payments until the balance of such account equals the relevant Required Reserve Amount on such Guarantor Payment Date;

(b) on the relevant Liquidation Date the proceeds of the liquidation of the amounts invested from the Reserve Account in the Eligible Investments and Integration Assets consisting of securities, during the preceding Collection Period, if any, will be transferred to the Reserve Account.

(iv) Withdrawals from the Reserve Account:

(a) on each Guarantor Payment Date prior to the service of a Notice to Pay, the funds standing to the credit of the Reserve Account in excess of the Required Reserve Amount will be applied by the Cash Manager as Interest Available Funds in accordance with the Pre-Issuer Event of Default Interest Priority of Payments;

(b) the English Account Bank will transfer from the Reserve Account to the Investment Account upon instruction of the Investment Agent all or part of the funds credited on, and standing to the credit of, the Reserve Account on the relevant Investment Date provided that any investments made by using such funds shall be liquidated no later than the immediately following Liquidation Date identified under paragraph (a) of the definition of "Liquidation Date;

(c) on each Guarantor Payment Date following the service of a Notice to Pay, the funds standing to the credit of the Reserve Account which are available on such Guarantor Payment Date to be applied by the Cash Manager as Interest Available Funds in accordance with the applicable Priority of Payments;

(d) at the end of any Collection Period, the interest accrued on the credit balance of the Reserve Account, if any, will be transferred to the Transaction Account; and

(e) on the Guarantor Payment Date on which all Covered Bonds will be redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amounts standing to the credit of the Reserve Account will be transferred to the Transaction Account and used to make payments in accordance with the applicable Priority of Payments.

No payment may be made out of the Accounts which would thereby cause or result in any such account becoming overdrawn.

USE OF PROCEEDS

The net proceeds to the Issuer from the issue of all Covered Bonds will be used by the Issuer as specified in the applicable Final Terms, either:

(a) Issuer for general funding purposes of the Group (including funding of the mortgage loans business of the Group); or

(b) to finance or refinance, in whole or in part, Eligible Green Projects, Eligible Social Projects or Eligible Sustainability Projects, meeting the Eligibility Green Criteria, Eligibility Social Criteria or Eligibility Sustainability Criteria (together, "**Eligibility Criteria**").

According to the Principles, only Tranches of Notes financing or refinancing Eligible Green Projects, Eligible Social Projects or Eligible Sustainability Projects, and meeting the relevant set of the Eligibility Criteria and any other criteria specified in the Issuer's Green Bond Framework, Social Bond Framework or Sustainability Bond Framework, may qualify as credible "**Green Bonds**", "**Social Bonds**" or "**Sustainability Bonds**".

For the purposes of this section:

"**Eligible Green Projects**" means projects identified as such in the Issuer's Green Bond Framework.

"**Eligible Social Projects**" means projects identified as such in the Issuer's Social Bond Framework.

"**Eligible Sustainability Projects**" means projects identified as such in the Issuer's Sustainability Bond Framework.

"**Eligibility Green Criteria**" means the criteria prepared by the Issuer as set out in the Issuer's Green Bond Framework, which, prior to the relevant Issue Date, will be available on the Issuer's website at https://www.bper.it. An external reviewer will be appointed to review the selected Eligible Green Projects and issue an opinion based on the Eligibility Green Criteria. This opinion will be made available on the Issuer's website at https://www.bper.it.

"**Eligibility Social Criteria**" means the criteria prepared by the Issuer as set out in the Issuer's Social Bond Framework, which, prior to the relevant Issue Date, will be available on the Issuer's website at https://www.bper.it. An external reviewer will be appointed to review the selected Eligible Social Projects and issue an opinion based on the Social Eligibility Criteria. This opinion will be made available on the Issuer's website at https://www.bper.it.

"**Eligibility Sustainability Criteria**" means the criteria prepared by the Issuer as set out in the Issuer's Sustainability Bond Framework, which, prior to the relevant Issue Date, will be available on the Issuer's website at https://www.bper.it. An external reviewer will be appointed to review the selected Eligible Sustainability Projects and issue an opinion based on the Eligibility Sustainability Criteria. This opinion will be made available on the Issuer's website at https://www.bper.it.

The information on the websites does not form part of the Base Prospectus and has not been scrutinized or approved by the competent authority.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

BPER Master Transfer Agreement

On 2 November 2011, pursuant to a master transfer agreement entered into between BPER as Initial Seller and the Guarantor, as subsequently amended, (the "**BPER Master Transfer Agreement**"), the Initial Seller (a) has transferred without recourse (*pro soluto*) to the Guarantor an initial portfolio of monetary receivables arising from Mortgage Loans (the "**Initial Receivables**") and (b) may assign and transfer without recourse (*pro soluto*) further monetary receivables arising from Mortgage Loans (the "**Subsequent Receivables**") and/or Integration Assets (other than Eligible Deposits) to the Guarantor from time to time, in the cases and subject to the limits on the transfer of Subsequent Receivables and/or Integration Assets.

"**Mortgage Loans**" means Italian residential mortgage loans (*mutui ipotecari residenziali*) having the characteristics set out in Article 2, paragraph 1, lett. (a), of the MEF Decree.

"**Valuation Date**" means: (i) in respect of the Initial Receivables, 30 September 2011; and (ii) in respect of any portfolio of Subsequent Receivables, the date indicated as such in the relevant offer for Subsequent Receivables.

Purchase Price

The purchase price payable for the Initial Receivables has been determined and the purchase price for the Subsequent Receivables will be determined pursuant to the provisions of the BPER Master Transfer Agreement.

The Subsequent Receivables

In accordance with the BPER Master Transfer Agreement and the Cover Pool Administration Agreement, BPER may (or, in order to prevent or to cure a breach of the Mandatory Tests and the other tests provided for in the Transaction Documents, shall) transfer further Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) in the following circumstances:

(a) to collateralise the issue of further Tranches of Covered Bonds by the Issuer, subject to the Limits to the Assignment (each an "**Issuance Assignment**");

(b) to invest the Principal Available Funds, subject to the Limits to the Assignment, provided that no Issuer Event of Default or Guarantor Event of Default has occurred and is continuing (each a "**Revolving Assignment**");

(c) to ensure compliance with the Tests in accordance with the Cover Pool Administration Agreement, subject to compliance with the provisions of the MEF Decree and the requirements set out in the definition of Eligible Investments (the "**Integration Assignment**").

The Integration Assignment

The integration of the Cover Pool (whether through Integration Assets or Subsequent Receivables) shall be allowed solely for the purpose of complying with the Mandatory Test and the Asset Coverage Test or to comply with the Integration Assets Limit (as defined below) provided for under the OBG Regulations.

The integration of the Cover Pool shall be carried out through the Integration Assets provided that, the Integration Assets shall not be, at any time, higher than 15 per cent. of the aggregate outstanding principal amount of the assets comprised in the Cover Pool (the "**Integration Assets Limit**").

"**Integration Assets**" means the assets mentioned in article 2, paragraph 3, points 2 and 3, of the MEF Decree consisting of (i) Eligible Deposits ; and (ii) securities issued by banks residing in Eligible States with residual

maturity not greater than one year, in each case meeting the requirements set out in the definition of Eligible Investments.

Further assignments

Each portfolio of Subsequent Receivables shall be exclusively composed of monetary receivables arising under Mortgage Loans, which comply with the general criteria indicated in schedule 1 to the BPER Master Transfer Agreement (the "**General Criteria**") and, if applicable in relation to the relevant transfer, the Specific Criteria specified in the relevant offer for sale sent by the Initial Seller to the Guarantor in accordance with the provisions of the BPER Master Transfer Agreement.

The obligation of the Guarantor to purchase any Subsequent Receivables shall be conditional upon:

(a) for the Revolving Assignments, (i) the existence of sufficient Principal Available Funds in accordance with the Pre-Issuer Event of Default Principal Priority of Payments and (ii) confirmation by the Calculation Agent that, as a result of such assignment, the Asset Coverage Test and the Mandatory Tests will be complied with;

(b) for the Issuance Assignments, sufficient funds are advanced under the BPER Subordinated Loan, to pay the relevant purchase price; and

(c) for the Integration Assignments, sufficient funds are advanced under the BPER Subordinated Loan and/or, only prior to the service of a Notice to Pay, (i) the existence of sufficient Principal Available Funds in accordance with the Pre-Issuer Event of Default Principal Priority of Payments and (ii) confirmation by the Calculation Agent that, as a result of such assignment, the Asset Coverage Test and the Mandatory Tests will be complied with.

Price adjustments

The BPER Master Transfer Agreement provides a price adjustment mechanism pursuant to which:

(a) if, following the relevant effective date, it transpires that any Initial Receivable or Subsequent Receivable does not meet the Criteria and was therefore erroneously transferred to the Guarantor, then such Initial Receivable or Subsequent Receivable will be deemed not to have been assigned and transferred to the Guarantor pursuant to the BPER Master Transfer Agreement;

(b) if, following the relevant effective date, it transpires that any initial receivable or subsequent receivable which met the Criteria was not included in the Initial Receivables or the Subsequent Receivables, then such Initial Receivable or Subsequent Receivable shall be deemed to have been assigned and transferred to the Guarantor as of the Valuation Date of the relevant Initial Receivable or Subsequent Receivable, pursuant to the BPER Master Transfer Agreement.

Pursuant to the BPER Master Transfer Agreement, the Initial Seller and the Guarantor have set up a proper mechanism to manage the necessary settlements for the substitution or acquisition of the relevant Initial Receivables or Subsequent Receivables and the increase or decrease, as the case may be, of the amounts already paid as purchase price.

Repurchase of receivables and Pre-emption right

(a) The Initial Seller is granted with an option right, pursuant to Article 1331 of Italian civil code, to repurchase the Initial Receivables or Subsequent Receivables assigned by it, also in different tranches, in accordance with the terms and conditions set out in the BPER Master Transfer Agreement.

(b) According to the BPER Master Transfer Agreement, the Initial Seller is granted a pre-emption right to repurchase the Initial Receivables or Subsequent Receivables assigned by it, to be sold by the Guarantor to third parties, at the same terms and conditions provided for such third parties.

Termination of the Guarantor's obligation to purchase Subsequent Receivables

Pursuant to the BPER Master Transfer Agreement, the obligation of the Guarantor to purchase Subsequent Receivables from the Initial Seller shall terminate upon the occurrence of any of the following: (a) the Programme Termination Date has occurred; or (b) a Notice to Pay has been served on the Issuer and the Guarantor.

For the purposes hereof, "**Programme Termination Date**" means the later of:

(i) 31 December 2023; and

(ii) the date on which all Covered Bonds issued in the context of the Programme have been redeemed in full.

Moreover, the obligation of the Guarantor to purchase Subsequent Receivables from the Initial Seller shall terminate upon the occurrence of any of the following: (a) a breach of material obligations of BPER as Initial Seller pursuant to the Transaction Documents to which it is a party, in the event such breach is not cured within the period specified in the BPER Master Transfer Agreement, or it is otherwise not curable; (b) any material breach of BPER's representations and warranties given in any of the Transaction Documents to which it is a party and such breach has a material adverse effect on the Covered Bondholders; (c) a material adverse change has occurred in respect of BPER; (d) a change of control of BPER which has caused BPER not to be part of the BPER Group; and (e) winding up of BPER, or opening of other bankruptcy or insolvency proceeding with respect to BPER.

Following the occurrence of one of the events described above, the Guarantor shall no longer be obliged to purchase Subsequent Receivables from BPER without prejudice, however, with the provisions set out in the BPER Master Transfer Agreement in relation to Integration Assignments.

Undertakings

The BPER Master Transfer Agreement also contains a number of undertakings by the Initial Seller in respect of its activities in relation to the Receivables. The Initial Seller has undertaken, *inter alia,* to refrain from carrying out activities with respect to the Receivables which may prejudice the validity or recoverability of any Receivables and, in particular, not to assign or transfer the Receivables to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Receivables. The Initial Seller has also undertaken to refrain from any action which could cause any of the Receivables to become invalid or cause a reduction in the amount of any of the Receivables or the Covered Bond Guarantee. The BPER Master Transfer Agreement also provides that the Initial Seller shall waive any set off rights in respect of the Receivables, and co-operate actively with the Guarantor in any activity concerning the Receivables.

Additional Sellers

Any bank, other than the Initial Seller, which is and/or will be a member of the BPER Group (each an "**Additional Seller**"), that will sell further Subsequent Receivables and/or Integration Assets, other than Eligible Deposits, to the Guarantor, subject to satisfaction of certain conditions, and which, for such purpose, shall, *inter alia*:

(i) enter into with the Guarantor a master transfer agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Master Transfer Agreement (each an "**Additional Master**

Transfer Agreement" and, together with the BPER Master Transfer Agreement, the "**Master Transfer Agreements**" and, any one of them, a "**Master Transfer Agreement**"); and

(ii) accede to the Intercreditor Agreement by signing an accession letter substantially in the form attached to the Intercreditor Agreement and the Cover Pool Administration Agreement, respectively.

Governing law

The BPER Master Transfer Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Servicing Agreement

The Guarantor appointed BPER (in such capacity, the "**Servicer**") as servicer of the Receivables pursuant to the terms of a servicing agreement dated 2 November 2011, as subsequently amended (the "**Servicing Agreement**").

Under the Servicing Agreement, the Servicer has agreed to perform certain servicing duties in connection with the Receivables, and, in general, the Servicer has agreed to be responsible for the management of the Receivables respectively assigned by it and for cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento*) in accordance with the requirements of the Law 130.

As consideration for activities performed and reimbursement of expenses, the Servicing Agreement provides that the Servicer will receive certain fees payable by the Guarantor on each Guarantor Payment Date in accordance with the applicable Priorities of Payments.

Servicer's activities

In the context of the appointment, the Servicer has undertaken to perform, with its best diligence, *inter alia,* the following activities:

(a) administration, management and collection of the Receivables in accordance with the collection policies, management and administration of enforcement proceedings and insolvency proceedings;

(b) being responsible for data processing (*responsabile del trattamento dei dati personali*) in respect of the data relating to the Receivables respectively assigned by it pursuant to Article 29 of the Legislative Decree no. 196 of 30 June 2003 (the "**Privacy Law**");

(c) to keep and maintain updated and safe the respective documents relating to the Receivables respectively assigned by it; to consent to the Guarantor and the Representative of the Covered Bondholders examining and inspecting the documents and drawing copies; and

(d) upon the service of a Notice to Pay or of an Acceleration Notice, to comply with the instructions of the Representative of the Covered Bondholders and shall, if acting on behalf of the Guarantor, sell or offer to sell to third parties one or more Receivables, in accordance with the provisions of the Cover Pool Administration Agreement.

The Servicer is entitled to delegate the performance of certain activities to third parties, except, *inter alia*, for the supervisory activities in accordance with Bank of Italy Regulations of 3 April 2015, No. 288, as amended and supplemented from time to time. Notwithstanding the above, the Servicer shall remain fully liable for the activities performed by a party so appointed by the Servicer, and shall maintain the Guarantor fully indemnified for any losses, costs and damages incurred for the activity performed by a party so appointed by the Servicer.

Servicer Reports

The Servicer has undertaken to prepare and submit quarterly reports to the Guarantor, the Corporate Servicer, the Calculation Agent, the Representative of the Covered Bondholders, the Rating Agency, the Mortgage Pool Swap Counterparties and the Guarantor Calculation Agent, in the form set out in the Servicing Agreement, containing information as to the collections and recoveries made in respect of the Receivables during the preceding Collection Period. After the occurrence of a breach of any of the Tests, and until the date on which such breach has been cured, or, prior to a breach of any of the Test, at any time at its discretion, the Servicer will prepare and submit to the Guarantor, the Corporate Servicer, the Calculation Agent, the Representative of the Covered Bondholders, the Rating Agency, the Guarantor Calculation Agent, and the Mortgage Pool Swap Counterparties monthly reports. The reports will provide the main information relating to the Servicer's activity during each such period.

Successor Servicer

Pursuant to the Servicing Agreement, the Guarantor, upon the occurrence of a termination event, shall have the right to withdraw the appointment of the relevant Servicer at any time and to appoint a different entity (each a "**Successor Servicer**"). The Successor Servicer shall undertake to carry out the activity of administration, management and collection of the relevant Receivables in respect of which it has been appointed, as well as all other activities provided for in the relevant Servicing Agreement by entering into a servicing agreement having substantially the same form and contents as the relevant Servicing Agreement and accepting the terms and conditions of the Intercreditor Agreement.

The Guarantor may terminate the appointment of the Servicer and appoint a Successor Servicer following the occurrence of certain termination events set out in the Servicing Agreement (each a "**Servicer Termination Event**").

The Servicer Termination Events include, *inter alia*:

(a) failure to transfer, deposit or pay any amount due by the relevant Servicer which failure continues for a period of five Business Days following receipt by the relevant Servicer of a written notice from the Guarantor requiring the relevant amount to be paid or deposited;

(b) the Bank of Italy has proposed to the Minister of Finance to admit the relevant Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency of the relevant Servicer has been filed with the competent office or the relevant Servicer has been admitted to the procedures set out in articles 74 and 76 of the Italian Banking Act, or a resolution is passed by the relevant Servicer with the intention of applying for such proceedings to be initiated;

(c) failure by the relevant Servicer to observe or perform duties under the Transaction Documents to which it is a party and the continuation of such failure for a period of 10 Business Days following receipt of written notice from the Guarantor and such failure is reasonably deemed by the Representative of the Covered Bondholders as materially prejudicial to the Covered Bondholders;

(d) the representations and warranties made by the Servicer in the Transaction Documents to which it is a party are materially false or misleading and such misrepresentation is reasonably deemed by the Representative of the covered Bondholders as materially prejudicial to the interest of the Covered Bondholders;

(e) the Servicer is unable to meet the legal requirements and the Bank of Italy's regulations for entities acting as servicer; and

(f) the Servicer ceases to belong to the BPER Group.

Governing law

The Servicing Agreement, and any non-contractual obligations arising out of or in connection with it, it is governed by, and shall be construed in accordance with, Italian law.

Back-up Servicing Agreement

Under a back-up servicing agreement between the Guarantor, BPER as Servicer, the Representative of the Covered Bondholders and Italfondiario S.p.A. (the "**Back-up Servicing Agreement**") entered into on 25 July 2012, Italfondiario S.p.A. has committed itself, should BPER cease to act as Servicer of the Receivables, to service the Receivables on the same terms provided for in the Servicing Agreement, except that the fees and commissions payable by the Guarantor to Italfondiario S.p.A. in the event it replaces BPER as Servicer shall be those set out in the Back-up Servicing Agreement. Any fees and commissions payable to Italfondiario S.p.A. as Back-up Servicer shall be paid by BPER.

BPER Warranty and Indemnity Agreement

On 2 November 2011, the Initial Seller and the Guarantor entered into a warranty and indemnity agreement, as subsequently amended, (the "**BPER Warranty and Indemnity Agreement**"), pursuant to which the Initial Seller made certain representations and warranties to the Guarantor in respect of the portfolios of Receivables transferred and to be transferred by it.

Specifically, as of the date of execution of the BPER Master Transfer Agreement, as of each subsequent transfer date and as of each Issue Date, the Initial Seller has given to the Guarantor, *inter alia,* representations and warranties about: (a) its status and powers, (b) the information and the documents provided to the Guarantor, (c) its legal title on the Receivables assigned by it, (d) the status of the Receivables assigned by it and (e) the terms and conditions of the Receivables assigned by it.

Pursuant to the BPER Warranty and Indemnity Agreement, the Initial Seller has undertaken to fully and promptly indemnify and hold harmless the Guarantor and its officers, directors and agents, from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements and any value added tax and other tax thereon as well as any claim for damages by third parties) awarded against, or incurred by, any of them, arising from any representations and/or warranties made by the Initial Seller under the BPER Warranty and Indemnity Agreement being actually false, incomplete or incorrect and/or failure by the Initial Seller to perform any of the obligations and undertakings assumed by the Initial Seller under the Transaction Documents to which it is a party.

Moreover, the BPER Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the Initial Seller under the BPER Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more Receivables or the interest of the Guarantor in such Receivables, and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the Initial Seller within a period of 30 (thirty) days from receipt of a written notice from the Guarantor to that effect (the "**Cure Period**"), the Guarantor has the option, pursuant to article 1331 of the Italian civil code, to assign and transfer to the Initial Seller all of the Receivables affected by any such misrepresentation or breach (the "**Affected Receivables**"). The Guarantor will be entitled to exercise the put option by giving to the Initial Seller, at any time during the period commencing on the Business Day immediately following the last day of the Cure Period and ending on the day which is 180 days after such Business Day, written notice to that effect (the "**Put Option Notice**").

Additional Sellers

Any Additional Seller that will sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor, will be, *inter alia*, required to enter into with the Guarantor a warranty and indemnity agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Warranty and Indemnity Agreement (each such agreement, an "**Additional Warranty and Indemnity Agreement**" and, together with the BPER Warranty and Indemnity Agreement, the "**Warranty and Indemnity Agreements**").

Governing law

The BPER Warranty and Indemnity Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

BPER Subordinated Loan Agreement

On 2 November 2011, the Initial Seller and the Guarantor entered into a subordinated loan agreement, as subsequently amended, (the "**BPER Subordinated Loan Agreement**"), pursuant to which the Initial Seller has granted to the Guarantor a subordinated loan (the "**Subordinated Loan**") with a maximum amount equal to the BPER Commitment Limit. Under the provisions of such agreement, the Initial Seller shall make advances to the Guarantor in amounts equal to the relevant price of the Receivables transferred from time to time to the Guarantor by it, including the Subsequent Receivables or Integration Assets to be transferred in order to prevent a breach of the Tests. Each advance granted by the Initial Seller pursuant to the BPER Subordinated Loan Agreement shall be identified in (a) a term loan advanced to fund the purchase price of Receivables to be sold in the framework of an Issuance Assignment (the "**Issuance Advance**"); (b) a term loan advanced for the purpose of purchasing further Subsequent Receivables and/or Integration Assets in the framework of an Integration Assignment (the "**Integration Advance**"); (c) a term loan advanced for the purpose of paying any amount required to be paid as a result of an adjustment to be made to the purchase price of Initial Receivables and/or Subsequent Receivables in accordance with the BPER Master Transfer Agreement (the "**Price Adjustment Advance**"); and (d) financing the creation of Eligible Deposits (the "**Eligible Deposits Advance**" and, together with the Issuance Advance, the Integration Advance and the Price Adjustment Advance, the "**Advances**").

The Guarantor shall pay any interest due under the Subordinated Loan on each Guarantor Payment Date in accordance with the relevant Priorities of Payments.

The Advances shall bear interest and be remunerated by way of the Subordinated Loan Interest.

"**Subordinated Loan Interest**" means:

(a) prior to the service of a Notice to Pay and, in the event that such Notice to Pay has been revoked, an amount equal to the higher of zero and the algebraic sum of:

(i) (+) the amount of Interest Available Funds; and

(ii) (-) the sum of any amount paid under items from (i) to (ix) of the Pre-Issuer Event of Default Interest Priority of Payment; or

(b) following the service of a Notice to Pay and for so long as such Notice to Pay has not been revoked, but prior to the service of an Acceleration Notice, an amount equal to the higher of zero and the algebraic sum of:

(i) (+) the amount of Available Funds; and

(ii) (-) the sum of any amount paid under items from (i) to (vi) of the Post-Issuer Event of Default Priority of Payments; or

(c) following the service of an Acceleration Notice an amount equal to the higher of zero and the algebraic sum of:

(i) (+) the amount of Available Funds;

(ii) (-) the sum of any amount paid under items from (i) to (v) of the Post-Guarantor Event of Default Priority of Payments.

The Advances shall be due for repayment on the date that matches the latest maturity date of the Covered Bonds issued under the Programme, and shall be repayable within the limits of the Available Funds and in accordance with the relevant Priority of Payments.

Pursuant to the BPER Subordinated Loan Agreement, should the rating of the Issuer fall below "Ba3" from Moody's, the Issuance Advances shall be repayable on the date which is six months after the maturity date of the relevant Series of Covered Bonds issued under the Programme.

Notwithstanding the above, prior to the service of a Notice to Pay, upon receipt by the Guarantor of a request from the Initial Seller, the Advances shall be repaid by the Guarantor prior to the date that matches the maturity date of the relevant series of Covered Bonds issued under the Programme in accordance with the relevant Priority of Payments, provided that the Calculation Agent confirms that, as a result of such early repayment, the Asset Coverage Test and the Mandatory Tests will be complied with.

Additional Sellers

Any Additional Seller that will sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor will be required to enter into with the Guarantor a subordinated loan agreement providing for, *mutatis mutandis*, substantially the same terms and conditions of the BPER Subordinated Loan Agreement (each such agreement an "**Additional Subordinated Loan Agreement**" and, together with the BPER Subordinated Loan Agreement, the "**Subordinated Loan Agreements**").

In such event, the portion of Subordinated Loan Interest to be paid to the Initial Seller and the relevant Additional Sellers will be determined on the basis of the formula to be agreed from time to time by the Initial Seller such Additional Sellers and the Guarantor (and indicatively based on the portion of assets transferred by each Seller at any date with respect to the aggregate amount of the Cover Pool at the same date).

Governing law

The BPER Subordinated Loan Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Covered Bond Guarantee

On or about the Issue Date, the Guarantor issued a guarantee securing the payment obligations of the Issuer under the Covered Bonds (the "**Covered Bond Guarantee**"), in accordance with the provisions of Law 130 and of the MEF Decree. Under the terms of the Covered Bond Guarantee:

(i) following the service of a Notice of Pay on the Guarantor but prior to the service of an Acceleration Notice, the Guarantor has agreed to pay, or procure to be paid, unconditionally and irrevocably to, or to the order of, the Representative of the Covered Bondholders (for the benefit of the Covered Bondholders), any amounts due under the relevant Series of Covered Bonds on the Scheduled Due for Payment Date; and

(ii) following the service of an Acceleration Notice, the Guarantor has agreed to pay, or procure to be paid, unconditionally and irrevocably to, or to the order of, the Representative of the Covered Bondholders (for the benefit of the Covered Bondholders), any amounts due under the relevant Series of Covered Bonds on the Due for Payment Date.

Pursuant to article 7-*bis,* paragraph 1 of Law 130 and article 4 of the MEF Decree, the guarantee provided under this Covered Bond Guarantee is a first demand autonomous guarantee (*garanzia autonoma a prima richiesta*) and therefore provides for direct and independent obligations of the Guarantor *vis-à-vis* the Covered Bondholders. The obligation of payment under this Covered Bond Guarantee shall be an unconditional and irrevocable (*irrevocabile*) obligation of the Guarantor, irrespective of, and unaffected by, any invalidity, irregularity or unenforceability or genuineness of any of the obligations of the Issuer under the Covered Bonds, with limited recourse to the Available Funds.

The Covered Bond Guarantee is not a "*fideiussione*" and therefore the provisions of the Italian civil code relating to *fideiussione* set forth in articles 1939 (*Validità della fideiussione*), 1941, paragraph 1 (*Limiti della fideiussione*), 1944, paragraph 2 (*Obbligazione del fideiussore*), 1945 (*Eccezioni opponibili dal fideiussore*), 1955 (*Liberazione del fideiussore per fatto del creditore*), 1956 (*Liberazione del fideiussore per obbligazione futura*) and 1957 (*Scadenza dell'obbligazione principale*) shall not apply to the Covered Bond Guarantee

Following the service of a Notice to Pay on the Guarantor, but prior to the service of an Acceleration Notice, payment by the Guarantor of the Guaranteed Amounts pursuant to the Covered Bond Guarantee will be made, subject to and in accordance with the Post-Issuer Event of Default Priority of Payments, on the relevant Scheduled Due for Payment Date, subject as described below in relation to an Article 74 Event. In addition, if an Extended Maturity Date is envisaged under the relevant Final Terms, where the Guarantor is required to make a payment of a Guaranteed Amount in respect of a Final Redemption Amount payable on the Maturity Date of the relevant Series of Covered Bonds, to the extent that the Guarantor has insufficient moneys available after payment of higher ranking amounts and taking into account amounts ranking *pari passu* therewith in the relevant Priority of Payments, to pay such Guaranteed Amounts, it shall make partial payments of such Guaranteed Amounts in accordance with the Post-Issuer Event of Default Priority of Payments on such Maturity Date and any such amount due and remaining unpaid on such date may be paid by the Guarantor on any Scheduled Payment Date thereafter, up to (and including) the relevant Extended Maturity Date, if applicable.

Following the occurrence of an Issuer Event of Default arising as a result of a resolution issued in respect of the Issuer pursuant to article 74 of the Banking Act (an "**Article 74 Event**") and the service of a Notice to Pay, the Guarantor, in accordance with Article 4, paragraph 4, of the MEF Decree, shall be solely responsible for making the payments of the Guaranteed Amounts falling due under the relevant Series of Covered Bonds during the applicable Suspension Period. The Suspension Period shall end upon delivery by the Representative of the Covered Bondholders of a notice to the Issuer and the Guarantor (the "**Article 74 Event**

Cure Notice"), informing such parties that the Article 74 Event has been cured, provided that in relation to such cure event, the Representative of the Covered Bondholders shall be entitled, if it deems appropriate, to receive and to rely upon prior confirmation from competent professionals of such cure event having occurred. Upon service of the Article 74 Event Cure Notice and unless a Notice to Pay in connection with the occurrence of another Issuer Event of Default has been otherwise served on the Issuer and the Guarantor, the Guarantor's obligation to make payment of the Guaranteed Amounts in accordance with the Covered Bond Guarantee shall cease to apply and the Issuer shall resume responsibility for making any payment due under the Covered Bonds (and, for the avoidance of doubt, the Covered Bonds then outstanding will not be deemed to be accelerated against the Issuer).

Following the service of an Acceleration Notice, all Covered Bonds then outstanding will accelerate against the Guarantor in accordance with the Conditions and will become immediately due and payable ranking *pari passu* and without any preference amongst themselves. In such circumstances, the Available Funds shall be applied in accordance with the Post-Guarantor Event of Default Priority of Payments.

All payments of Guaranteed Amounts by or on behalf of the Guarantor under the Covered Bond Guarantee shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Italian Republic or any political subdivision or taxing authority therein or thereof unless such withholding or deduction is required by law or regulation. If any such withholding or deduction is required, the Guarantor will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The Guarantor will not be obliged to pay any amount to any Covered Bondholder in respect of the amount of such withholding or deduction.

Exercise of rights

Following the service of a Notice to Pay on the Issuer and the Guarantor, but prior to the service of an Acceleration Notice, the Guarantor – also in accordance with the provisions of the Covered Pool Administration Agreement and with reference and as of the date of compulsory administrative liquidation (*liquidazione coatta amministrativa*) of the Issuer in accordance with the provisions of article 4, paragraph 3, of the MEF Decree – shall substitute the Issuer in every and all obligations of the Issuer towards the Covered Bondholders in accordance with the terms and conditions originally set out for the relevant Covered Bonds, so that the rights of the Covered Bondholders to receive payments under such Covered Bonds in such circumstances shall only be a right to receive payments of the Scheduled Interest and the Scheduled Principal from the Guarantor on the Scheduled Due for Payment Date. In consideration of the substitution of the Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Guarantor (directly or through the Representative of the Covered Bondholders) shall be subrogated in the rights of the Covered Bondholders *vis-à-vis* the Issuer and shall exercise, on an exclusive basis and, to the extent applicable, in compliance with the provisions of article 4, paragraph 3 of the MEF Decree, the rights of the Covered Bondholders *vis-à-vis* the Issuer. Any amount so recovered from the Issuer shall form part of the Available Funds.

As a result and as expressly indicated in the Conditions, the Representative of the Covered Bondholders (on behalf of the Covered Bondholders) has irrevocably delegated – also in the interest and for the benefit of the Guarantor – to the Guarantor the exclusive right to proceed against the Issuer and to demand performance by the Issuer of any of its payment obligations under the Covered Bonds, including any right to enforce any acceleration of payment against the Issuer provided under the Conditions or under applicable laws and regulations.

For the purposes of the Covered Bond Guarantee:

"**Early Redemption Amount**" means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

"**Due for Payment Date**" means (a) at any time prior to the service of an Acceleration Notice, a Scheduled Due for Payment Date (as defined below) or (b) at any time following the service of an Acceleration Notice, the date on which the Acceleration Notice is served on the Guarantor. If the Due for Payment Date is not a Business Day, the date determined in accordance with the Business Day Convention specified as applicable in the relevant Final Terms.

"**Final Redemption Amount**" means, with respect to a Tranche of Covered Bond, the amount specified in, or determined in the manner specified in, the applicable Final Terms.

"**Guaranteed Amounts**" means (i) prior to the service of an Acceleration Notice, with respect to any Scheduled Due for Payment Date, the sum of amounts equal to the Scheduled Interest and the Scheduled Principal, in each case, payable on that Scheduled Due for Payment Date, or (ii) after the service of an Acceleration Notice, an amount equal to the relevant Early Redemption Amount plus all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds, including all Additional Scheduled Interest Amounts and all Additional Scheduled Principal Amounts (whenever the same arose) and any other amount payable by the Guarantor under the Covered Bonds, provided that any Guaranteed Amounts representing interest paid after the Maturity Date (or Extended Maturity Date, as the case may be) shall be paid on such dates and at such rates as specified in the relevant Final Terms. The Guaranteed Amounts include any Guaranteed Amount that was paid by or on behalf of the Issuer to the Covered Bondholders to the extent it has been clawed back and recovered from the Covered Bondholders by the receiver, conservator, debtor-in-possession or trustee in bankruptcy or other insolvency or similar official for the Issuer, named or identified in the Order, and has not been paid or recovered from any other source (the "**Clawed Back Amounts**").

"**Order**" means a final, non-appealable judicial decision, ruling or award from a court of competent jurisdiction.

"**Scheduled Due for Payment Date**" means:

(a) (i) each Scheduled Payment Date in respect of the relevant Guaranteed Amounts and (ii) only with respect to the first Scheduled Payment Date immediately after the occurrence of an Issuer Event of Default, the day which is two Business Days following service of the Notice to Pay on the Guarantor in respect of such Guaranteed Amounts, if such Notice to Pay has not been served by the relevant Scheduled Payment Date; or

(b) if the applicable Final Terms specifies that an Extended Maturity Date is applicable to the relevant Series of Covered Bonds, the relevant CB Payment Date that would have been applicable if the Maturity Date of such Series of Covered Bonds had been the Extended Maturity Date and such other CB Payment Date(s) as specified in the relevant Final Terms.

"**Scheduled Interest**" means an amount equal to the amount in respect of interest which would have been due and payable under the Covered Bonds on each CB Payment Date as specified in the Conditions and the applicable Final Terms falling on or after service of a Notice to Pay on the Guarantor and, where applicable after the Maturity Date, such other amounts of interest as may be specified in the relevant Final Terms, in each case less any additional amounts the Issuer would be obliged to pay as result of any gross-up in respect of any withholding or deduction made in the circumstances set out in the Conditions. The Scheduled Interest shall: (i) prior to the service of an Acceleration Notice, exclude any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following the service of a Notice to Pay (the "**Additional Scheduled Interest Amounts**"); and (ii) after the service of an Acceleration Notice, include such

Additional Scheduled Interest Amounts (whenever the same arose) had the Covered Bonds not become due and repayable prior to their Maturity Date or Extended Maturity Date (if so specified in the relevant Final Terms).

"**Scheduled Payment Date**" means, in relation to payments under the Covered Bond Guarantee, each CB Payment Date.

"**Scheduled Principal**" means an amount equal to the amount in respect of principal which would have been due and payable under the Covered Bonds on each CB Payment Date or the Maturity Date (as the case may be) as specified in the Conditions and the applicable Final Terms. The Scheduled Principal shall: (i) prior to the service of an Acceleration Notice, exclude any additional amount relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest payable by the Issuer following the service of a Notice to Pay (the "**Additional Scheduled Principal Amounts**"); and (ii) after the service of an Acceleration Notice, include such Additional Scheduled Principal Amounts (whenever the same arose) had the Covered Bonds not become due and repayable prior to their Maturity Date or, if the Final Terms specifies that an Extended Maturity Date is applicable to such relevant Series, such Extended Maturity Date.

"**Suspension Period**" means the period of time starting from the date on which a resolution pursuant to article 74 of the Banking Act is passed in respect of the Issuer and ending on the date on which the Representative of the Covered Bondholders serves an Article 74 Event Cure Notice to the Issuer and the Guarantor, informing such parties that the Article 74 Event has been cured, during which the Guarantor, in accordance with the MEF Decree, shall be responsible for the payments of the Guaranteed Amounts that falls due and payable during such period.

Governing law

The Covered Bond Guarantee, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Corporate Services Agreement

Pursuant to a corporate services agreement entered into on or about the Initial Issue Date (the "**Corporate Services Agreement**"), the Corporate Servicer has agreed to provide the Guarantor with certain corporate, administrative and accounting services, including the keeping of the corporate books and of the accounting and tax registers.

Governing law

The Corporate Services Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Intercreditor Agreement

Under the terms of an intercreditor agreement entered into on or about the Initial Issue Date, as subsequently amended, (the "**Intercreditor Agreement**") among the Guarantor, the Representative of the Covered Bondholders (in its own capacity and as legal representative of the Covered Bondholders), the Issuer, BPER in any capacity, the Corporate Servicer, the Investment Agent, the English Account Bank, the Italian Account Bank, the Italian Paying Agent, the Principal Paying Agent, the Swap Counterparties, the Cash Manager, the Asset Monitor, the Back-up Servicer, the Guarantor Calculation Agent and the Calculation Agent (with the exception of the Guarantor, the "**Secured Creditors**"), the parties agreed that all the Available Funds of the Guarantor will be applied in or towards satisfaction of the Guarantor's payment obligations towards the

Covered Bondholders, as well as the other Secured Creditors, in accordance with the relevant Priorities of Payments provided in the Intercreditor Agreement.

According to the Intercreditor Agreement, the Representative of the Covered Bondholders will, subject to the service of an Acceleration Notice, ensure that all the Available Funds are applied in or towards satisfaction of the payment obligations towards the Covered Bondholders, as well as the other Secured Creditors, in accordance with the Post-Guarantor Event of Default Priority of Payments provided in the Intercreditor Agreement.

The obligations owed by the Guarantor to each of the Covered Bondholders and each of the other Secured Creditors will be limited recourse obligations of the Guarantor. The Covered Bondholders and the other Secured Creditors will have a claim against the Guarantor only to the extent of the Available Funds, in each case subject to and as provided for in the Intercreditor Agreement and the other Transaction Documents.

Pursuant to the Intercreditor Agreement, the Guarantor and each of the Secured Creditors have irrevocably agreed that, upon all the Covered Bonds becoming due and payable following the service of an Acceleration Notice, the Representative of the Covered Bondholders will be authorised (a) to carry out the activities provided by the Cover Pool Administration Agreement following the service of an Acceleration Notice and (b) to exercise, in the name and on behalf of the Guarantor and as a *mandatario con rappresentanza* of the Guarantor, also in the interest and for the benefit of the other Secured Creditors (according to Article 1723, paragraph 2, and Article 1726 of the Italian civil code), any and all of the Guarantor's Rights, including, without limitation, the right to give instructions, under each relevant Transaction Document, to each of the Italian Account Bank, the English Account Bank, the Cash Manager, the Sellers, the Subordinated Loan Providers, the Servicer, the Guarantor Calculation Agent, the Investment Agent, the Italian Paying Agent, the Corporate Servicer and any other Secured Creditors. The Representative of the Covered Bondholders shall not incur any liability as a result of its taking any action or failing to take any action in accordance with such mandate, except in the case of its wilful misconduct or gross negligence (*dolo o colpa grave*).

"**Guarantor's Rights**" means the Guarantor's right, title and interest in and to the Cover Pool, any rights that the Guarantor has under the Transaction Documents and any other rights that the Guarantor has against any Secured Creditors (including any applicable guarantors or successors) or third parties in connection with the Programme.

Governing law

The Intercreditor Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Cash Management and Agency Agreement

On or about the Initial Issue Date the Guarantor, the Cash Manager, the English Account Bank, the Italian Account Bank, the Principal Paying Agent, the Italian Paying Agent, the Investment Agent, the Servicer, the Corporate Servicer, the Calculation Agent, the Guarantor Calculation Agent and the Representative of the Covered Bondholders entered into a cash management and agency agreement, as subsequently amended, (the "**Cash Management and Agency Agreement**"), pursuant to which the English Account Bank, the Italian Account Bank, the Cash Manager, the Principal Paying Agent, the Italian Paying Agent, the Investment Agent, the Servicer, the Corporate Servicer, the Guarantor Calculation Agent and the Calculation Agent will provide the Guarantor with certain calculation, notification and reporting services, together with account handling and cash management services in relation to moneys from time to time standing to the credit of the Accounts.

Pursuant to the Cash Management and Agency Agreement:

(a) 5 (five) Business Days after the end of the Calculation Period, as the case may be, the English Account Bank and the Italian Account Bank will provide, *inter alia,* the Guarantor with a report together with account handling services in relation to moneys from time to time standing to the credit of the Accounts;

(b) the Guarantor Calculation Agent will, *inter alia,* calculate the amounts to be disbursed on the following Guarantor Payment Date (including, if any, amounts due to, respectively, BPER pursuant to the BPER Subordinated Loan Agreement and the Additional Sellers (if any) pursuant to the Additional Subordinated Loan Agreements) pursuant to the relevant Priority of Payments and will prepare and deliver to, *inter alios*, the Guarantor and the Cash Manager payments report to that effect (the "**Payments Report**");

(c) upon the service of an Acceleration Notice by the Representative of the Covered Bondholders, the Guarantor Calculation Agent will on the relevant Calculation Date or upon the request of the Representative of the Covered Bondholders, calculate the amount of the Available Funds, the Eligible Investments and the amounts of each of the payments and allocations to be made by the Guarantor in accordance with the Intercreditor Agreement and will, prepare and deliver to, *inter alios*, the Representative of the Covered Bondholders a report to that effect (the "**Post-Acceleration Report**");

(d) the Guarantor Calculation Agent will provide, *inter alia,* the Guarantor with an investors report (the "**Investor Report**") which will set out certain information with respect to the Cover Pool and the Covered Bonds; the Investor Report will be fully available at the Guarantor Calculation Agent web site no later than five Business Days following each Guarantor Payment Date;

(e) the Principal Paying Agent will make the payments due on the Covered Bonds prior to the service of a Notice to Pay and at any time thereafter if such Notice to Pay has been otherwise revoked in accordance with the Conditions and the other Transaction Documents;

(f) after the service of a Notice to Pay and for so long as such Notice to Pay has not been otherwise revoked in accordance with the Conditions and the other Transaction Documents, the Italian Paying Agent will make the payments due on the Covered Bonds; and

(g) on any Estense Cover Pool Report Date, the Calculation Agent shall prepare a report setting out certain information with respect to the Covered Bond and the Cover Pool pursuant to article 129, paragraph 7, of CRR (the "**Estense Cover Pool Report**"). The Estense Cover Pool Report will be published in the Issuer's web site.

Account Banks

The Collection Accounts, the Securities Account (if any), the Investment Account (if any), the Transaction Account, the Expenses Account, the Reserve Account and the Collateral Account(s) (if any) (together the "**Accounts**") will be opened in the name of the Guarantor and shall be operated by the Account Banks, and the amounts standing to the credit thereof shall be debited and credited in accordance with the provisions of the Cash Management and Agency Agreement.

The Account Banks shall, on behalf of the Guarantor, maintain or ensure that records in respect of all the Accounts are maintained and such records will, on each Calculation Date and/or Monthly Calculation Date, as the case may be, show separately: (i) the balance of each of the Accounts, respectively, as of the close of business of the last day of the relevant Calculation Period; (ii) the total interest accrued and paid on the Accounts, respectively, as of the close of business of the last day of the relevant Calculation Period; and (iii)

details of all amounts or securities credited to, and transfers made from, each of the Accounts, respectively, in the course of the immediately preceding Collection Period. The Account Banks will inform the Guarantor and/or the Representative of the Covered Bondholders, upon their request, about the balance of those of the Accounts which are held with it.

Pursuant to the Cash Management and Agency Agreement, the Cash Manager, the Italian Paying Agent, the English Account Bank and the Italian Account Bank shall always qualify as an Eligible Institution, and failure to so qualify shall constitute a termination event thereunder.

Investment Agent

During each Collection Period, the Investment Agent may instruct the Italian Account Bank and the Cash Manager to invest on behalf of the Guarantor funds standing to the credit of the Investment Account in Eligible Investments which have the requisite maturity date, and any return generated thereby, and principal thereof, will be transferred to the Investment Account, and will form part of the Available Funds on the immediately following Guarantor Payment Date.

Subject to compliance with the definition of Eligible Investments and the other restrictions set out in the Cash Management and Agency Agreement, the Investment Agent shall have absolute discretion as to the types and amounts of Eligible Investments which it may acquire and as to the terms on which, through whom and on which markets, any purchase of Eligible Investments may be effected.

Guarantor Calculation Agent

On or prior to the Investor Report Date the Guarantor Calculation Agent shall prepare and deliver to, *inter alios,* the Issuer, the Representative of the Covered Bondholders, the Guarantor, the Servicer, the Corporate Servicer and the Rating Agency, the Investor Report setting out certain information with respect to the Cover Pool and the Covered Bonds.

On each Payments Report Date, the Guarantor Calculation Agent will calculate the amounts to be disbursed on the following Guarantor Payment Date pursuant to the relevant Priority of Payments and will prepare and submit to the Guarantor, the Calculation Agent, the Cash Manager, the Representative of the Covered Bondholders, the Italian Paying Agent, the Principal Paying Agent, the Servicer, the Swap Counterparties, the Account Banks and the Corporate Servicer the relevant Payments Report. The Payments Report will set out the Available Funds and payments to be made on the immediately succeeding Guarantor Payment Date in accordance with the applicable Priorities of Payments. Such Payments Report will be available for inspection during normal business hours at the registered office of the Luxembourg Listing Agent.

Prior to the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Guarantor, if the Servicer fails to provide the Servicer Report pursuant to Clause 17.1.2 of the Cash Management and Agency Agreement, the Guarantor Calculation Agent will be entitled to assume that (a) all amounts collected during the immediately preceding Collection Period fall within the definition of Interest Available Funds and that such amounts shall be applied to make payments under item (i) to item (v) (included) of the Pre-Issuer Event of Default Interest Priority of Payments and (b) the fees due and payable to the Servicer on the next following Guarantor Payment Date shall be equal to the amount specified in the last available Payments Report. In such circumstances no payments or provisions will be made under the Pre-Issuer Event of Default Principal Priority of Payments. Any amount that will not be used and applied in accordance with the relevant Priority of Payments on each Guarantor Payment Date shall remain credited onto the Transaction Account and shall be considered as Available Funds and applied on the immediately following Guarantor Payment Date. If the Guarantor Calculation Agent is notified or informed by the transaction party in charge to determine the relevant amounts that any assumptions made by the Guarantor Calculation Agent and referred to above are wrong, then the Guarantor Calculation Agent, on the immediately following Calculation Date,

shall prepare a Payments Report including the relevant incorrect amounts assumed, with the purpose to off-setting such amounts with any amounts due and payable on the next following Guarantor Payment Date. Subject to receipt of the Servicer's Report and any of the other information to be delivered pursuant to the Cash Management and Agency Agreement on each subsequent Calculation Date the Guarantor Calculation Agent shall prepare a Payments Report taking into account all the relevant adjustments and recalculations reflecting any difference between (i) the amounts paid on the preceding Guarantor Payment Date in accordance with the Cash Management and Agency Agreement and (ii) the amounts that would have been payable on the preceding Guarantor Payment Date had the Servicer's Report being duly received by the Guarantor Calculation Agent.

Upon the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Guarantor, if the Servicer fails to provide the Servicer Report pursuant to Clause 17.1.2 of the Cash Management and Agency Agreement the Guarantor Calculation Agent will be entitled to assume that all amounts collected during the immediately preceding Collection Period fall within the definition of Available Funds and that such amounts shall be applied to make payments under the relevant Priority of Payments. If the Guarantor Calculation Agent is notified or informed by the transaction party in charge to determine the relevant amounts that any assumptions made by the Guarantor Calculation Agent and referred to above are wrong, then the Guarantor Calculation Agent, on the immediately following Calculation Date, shall prepare a Payments Report including the relevant incorrect amounts assumed, with the purpose to off-setting such amounts with any amounts due and payable on the next following Guarantor Payment Date. Subject to receipt of the Servicer's Report and any of the other information to be delivered pursuant to the Cash Management and Agency Agreement on each subsequent Calculation Date the Guarantor Calculation Agent shall prepare a Payments Report taking into account all the relevant adjustments and recalculations reflecting any difference between (i) the amounts paid on the preceding Guarantor Payment Date in accordance with the Cash Management and Agency Agreement and (ii) the amounts that would have been payable on the preceding Guarantor Payment Date had the Servicer's Report being duly received by the Guarantor Calculation Agent.

Upon the service of an Acceleration Notice by the Representative of the Covered Bondholders, the Guarantor Calculation Agent shall, on the relevant Calculation Date or upon the request of the Representative of the Covered Bondholders, calculate the amount of the Available Funds, the Eligible Investments and the amounts of each of the payments and allocations to be made by the Guarantor in accordance with the Intercreditor Agreement and will prepare and submit the Post-Acceleration Report to, *inter alios*, the Representative of the Covered Bondholders, each of the Secured Creditors and the Rating Agency as soon as reasonably practicable following the date of request for its production and, in any event, no later than five Business Days following such request.

"**Payments Report Date**" means five Business Days following each Calculation Date.

"**Investor's Report Date**" means five Business Days following each Guarantor Payment Date.

Cash Manager

On each Guarantor Payment Date, the Cash Manager shall, subject to the provisions of the Cash Management and Agency Agreement, execute the payment instructions stated by the Guarantor Calculation Agent and shall allocate the amounts standing on the Transaction Account and the Reserve Account according to the relevant Priority of Payments on the basis of the Payments Report or the Post-Acceleration Report (as applicable).

Calculation Agent

The Calculation Agent will prepare the Test Performance Reports, subject to receipt by it of reports from the Servicer, the Cash Manager, the Account Banks and the Corporate Servicer.

Principal Paying Agent

Prior to the service of a Notice to Pay and at any time thereafter if such Notice to Pay has been otherwise revoked in accordance with the Conditions and the other Transaction Documents, the Principal Paying Agent will make payments of principal and interest in respect of the Covered Bonds on behalf of the Issuer in accordance with the Conditions, the relevant Final Terms, the Cash Management and Agency Agreement and the rules and procedures of Monte Titoli.

Italian Paying Agent

After the service of a Notice to Pay and for so long as such Notice to Pay has not been otherwise revoked in accordance with the Conditions and the other Transaction Documents, the Italian Paying Agent shall make payments of principal and interest in respect of the Covered Bonds on behalf of the Guarantor in accordance with the Covered Bond Guarantee, the Conditions, the relevant Final Terms, the Cash Management and Agency Agreement and the rules and procedures of Monte Titoli.

Termination

Upon the occurrence of certain events, including the Account Banks, the Cash Manager or the Italian Paying Agent ceasing to qualify as Eligible Institutions, either the Representative of the Covered Bondholders or the Guarantor, provided that (in the case of the Guarantor) the Representative of the Covered Bondholders consents in writing to such termination, may terminate the appointment of any Agent, as the case may be, under the terms of the Cash Management and Agency Agreement.

Governing law

Save for certain provisions which are governed by English law, the Cash Management and Agency Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

The opening and managing provisions concerning the Transaction Account, the Reserve Account and the Collateral Account(s), if any, (and the duties of the English Account Bank in respect thereof) and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, English law.

Cover Pool Administration Agreement

On or about the Initial Issue Date, the Guarantor, the Issuer, the Calculation Agent, the Guarantor Calculation Agent, the Asset Monitor and the Representative of the Covered Bondholders have entered into a cover pool administration agreement, as subsequently amended, (the "**Cover Pool Administration Agreement**"). Pursuant to the Cover Pool Administration Agreement, the Issuer, also in its capacity as Initial Seller and the Guarantor have undertaken certain obligations for the replenishment of the Cover Pool in order to cure a breach of the Tests (as described in detail in the section headed *"Credit structure – Tests"* below).

Under the Cover Pool Administration Agreement, the Issuer (also in its capacity as Initial Seller) and the Additional Sellers (if any) shall procure on a ongoing basis (and, without prejudice of the OBG Regulations, such obligation shall be deemed to be complied with if the tests are satisfied on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant tests are to be carried out pursuant to the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be) and until the Programme Termination Date that the Mandatory Test (as described in detail in the section headed "*Credit structure – Tests*" below) is met with respect to the Cover Pool.

Starting from the Issue Date of the first Series of Covered Bonds and until the earlier of:

(a) the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with the Conditions and the Final Terms; and

(b) the date on which a Notice to Pay is served on the Guarantor,

the Issuer (also in its capacity as Initial Seller) and any Seller shall procure that on any Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, that the Asset Coverage Test (as defined in the section headed "*Credit structure – Tests*"*)* is met.

For so long as any Series of Covered Bonds remains outstanding, the Issuer (also in its capacity as Initial Seller) and any Additional Seller will ensure that, following the service of a Notice to Pay (but prior to the service of an Acceleration Notice), on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the relevant Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, that the Amortisation Test (as defined in the section headed "*Credit structure – Tests*") is met.

The Calculation Agent shall also verify, prior to the service of a Notice to Pay, that the Asset Coverage Test is met as of the date specified in the Cover Pool Administration Agreement and, following the service of a Notice to Pay, that the Amortisation Test (as defined in the section headed "*Credit structure – Tests*"*)* is met.

The Calculation Agent has agreed to prepare and deliver, on each Calculation Date and/or Monthly Calculation Date and/or on any other day on which the Test Performance Report is to be delivered pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, to the Issuer, the Guarantor, the Sellers, the Swap Counterparties, the Guarantor, the Calculation Agent, the Representative of the Covered Bondholders, the Cash Manager, the Rating Agency and the Asset Monitor, a report setting out the calculations carried out by it with respect of the Tests (the "**Test Performance Report**"). Such report shall specify the occurrence of a breach of the Mandatory Tests and/or of the Asset Coverage Test and/or the Amortisation Test.

Following the notification by the Calculation Agent, in the relevant Test Performance Report, of a breach of any Test, the Guarantor shall, prior to the occurrence of an Issuer Event of Default, to any possible extent use the Available Funds to purchase Subsequent Receivables and/or Integration Assets in order to cure the relevant Test. To the extent the Available Funds are not sufficient, the Issuer shall sell to the Guarantor Integration Assets and/or Subsequent Receivables, in an amount sufficient to permit to satisfy the Tests on the next following Monthly Calculation Date. Failing the Issuer to cure the Tests, any Additional Seller (if any) shall sell, and the Guarantor shall purchase, as soon as possible, sufficient Subsequent Receivables and/or Integration Assets. If the Tests are not satisfied on the immediately following Monthly Calculation Date, the Representative of the Covered Bondholders will serve a notice (the "**Breach of Tests Notice**") on the Issuer and the Guarantor.

If, following the delivery of a Breach of Tests Notice, the relevant Tests are not satisfied on or before the immediately following Monthly Calculation Date, the Representative of the Covered Bondholders may at its sole discretion, and shall, if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve a Notice to Pay on the Issuer and the Guarantor.

Sale of Selected Assets following the service of a Notice to Pay

Following the service of a Notice to Pay on the Issuer and the Guarantor (but prior to the service of an Acceleration Notice), the Guarantor shall (only if necessary in order to effect timely payments under the Covered Bonds) direct the Servicer to sell the Receivables in accordance with the provisions of the Cover Pool Administration Agreement, subject to the pre-emption right of the relevant Seller pursuant to the relevant

Master Transfer Agreement. The proceeds from any such sale shall be credited to the Transaction Account and applied as set out in the applicable Priority of Payments.

The Guarantor shall, through a tender process, appoint a bank or investment company or an auditing firm of a recognised standing, with a long experience in the management, sale and/or financing of portfolio of receivables, to act as cover pool manager (the "**Cover Pool Manager**"), on a basis intended to incentivise the Cover Pool Manager to achieve the best price for the sale of the Receivables and/or Integration Assets, other than Eligible Deposits, (if such terms are commercially available in the market), to advise it in relation to the sale of Receivables and/or Integration Assets, other than Eligible Deposits (except where the relevant Seller is buying the Receivables and/or Integration Assets pursuant to its pre-emption rights under the relevant Master Transfer Agreement in accordance with the provisions of the Cover Pool Administration Agreement). The terms of the agreement giving effect to the appointment of the Cover Pool Manager in accordance with such tender shall be approved in writing by the Representative of the Covered Bondholders. The instructions given to the Cover Pool Manager will be in line with the provisions of the Cover Pool Administration Agreement and will include the duty to prepare and send to the Rating Agency a business plan containing any relevant information on the sale of assets performed by it pursuant to the provisions of the Cover Pool Administration Agreement. The Servicer will be required to comply with the directions given by the Cover Pool Manager. Upon its appointment, the Cover Pool Manager shall accede to the Intercreditor Agreement, undertaking all the applicable obligations provided therein.

Before offering Receivables and/or Integration Assets (other than Eligible Deposits) for sale in accordance with the Cover Pool Administration Agreement, the Guarantor shall ensure that the assets to be offered for sale (the "**Selected Assets**"): (i) have been selected from the Cover Pool on a Random Basis; (ii) no more Selected Assets will be selected than it is necessary to raise disposal proceeds equal to the Adjusted Required Redemption Amount and (iii) have an aggregate Outstanding Principal Balance in an amount (the "**Required Outstanding Principal Balance Amount**") which is as close as possible to (and in any event no higher than) the amount calculated in accordance to the following formula:

$$\text{Adjusted Required Redemption Amount} \times \frac{\text{Outstanding Principal Balance of the Receivables and Integration Assets (other than Eligible Deposits)}}{\text{Outstanding Principal Balance of the Covered Bonds then outstanding}}$$

For the purposes of the formula above:

"**Adjusted Required Redemption Amount**" means an amount equal to:

(i) the Required Redemption Amount of the Earliest Maturing Covered Bonds; *plus* or *minus*

(ii) any swap termination amounts payable under the relevant Swap Agreements by the Guarantor to the relevant Swap Counterparty/ies (to the extent that they rank in priority or *pari passu* to the Covered Bonds) or by the relevant Swap Counterparty/ies to the Guarantor, respectively; *minus*

(iii) the Net Available Redemption Funds.

"**Required Redemption Amount**" means, in respect of any Series of Covered Bonds, the amount calculated as the Euro Equivalent of the Outstanding Principal Balance of such Series of Covered Bonds multiplied by (1+(Negative Carry Factor* (days to the Maturity Date (or the Extended Maturity Date if applicable) of the relevant Series of Covered Bonds /365)).

If:

(i) there is more than one Series of Covered Bonds then outstanding and the Required Outstanding Principal Balance Amount of the Selected Assets selected in accordance with the formula above is not sufficient to redeem the Earliest Maturing Covered Bonds, the Guarantor shall ensure that additional Selected Assets are selected on a Random Basis for an amount such that the disposal proceeds expected to be realised from the sale of the aggregate Selected Assets will permit to effect timely payments on the Earliest Maturing Covered Bonds in accordance with the applicable Final Terms, provided, however, that following the sale of such aggregate Selected Assets, the Amortisation Test is complied with (assuming that the disposal proceeds realised from the sale of such aggregate Selected Assets are used exclusively to repay the Earliest Maturing Covered Bonds); or

(ii) there is only one Series of Covered Bonds then outstanding, the Guarantor will be permitted to select more Selected Assets than it is expected to be necessary to raise disposal proceeds for an amount equal to the Adjusted Required Redemption Amount, provided that it will be required to offer the Selected Assets to purchasers for sale for the best price reasonably obtainable.

Notwithstanding the above, following the service of a Notice to Pay, the Guarantor may, based on the evaluations carried out by the Cover Pool Manager taking into account the then relevant market conditions, sell additional Selected Assets on a Random Basis to meet the obligations in respect of any other Series of Covered Bonds then outstanding, provided that, prior to and following the sale of such Selected Assets, the Amortisation Test is complied with.

"**Earliest Maturing Covered Bonds**" means, at any time, the relevant Series of Covered Bonds that has the earliest Maturity Date as specified in the applicable Final Terms.

"**Random Basis**" means any process which selects Receivables and/or Integration Assets (other than Eligible Deposits) on a basis that is not designated to favour the selection of any identifiable class or type or quality of assets over all the Receivables and/or Integration Assets (other than Eligible Deposits) forming part of the Cover Pool.

The Guarantor (through the Servicer) will offer the Selected Assets to purchasers for sale for the best price reasonably obtainable, but in any event for an amount not less than the Adjusted Required Redemption Amount.

If the Receivables and/or Integration Assets (other than Eligible Deposits) have not been sold for a consideration at least equal to the Adjusted Required Redemption Amount by the date which is six months prior to, as applicable, the Maturity Date of the Earliest Maturing Covered Bonds (if the relevant Series of Covered Bonds is not subject to an Extended Maturity Date) or, as applicable, the Extended Maturity Date in respect of the Earliest Maturing Covered Bonds (if the relevant Series of Covered Bonds is subject to an Extended Maturity Date), then the Guarantor will offer the Receivables and/or Integration Assets (other than Eligible Deposits) for sale for the best price reasonably available, notwithstanding that the proceeds deriving from such sale may be less than the Adjusted Required Redemption Amount.

The Guarantor (through the Servicer) will ensure that, in each case, the Initial Seller or any Additional Seller (if any) will have the right to exercise its pre-emption right in accordance with the relevant Master Transfer Agreement.

In respect of any sale of Receivables and/or Integration Assets (other than Eligible Deposits), the Guarantor will instruct the Cover Pool Manager to use all reasonable endeavours to procure that the Receivables and/or Integration Assets (other than Eligible Deposits) are sold as quickly as reasonably practicable (in accordance with the recommendations of the Cover Pool Manager) and for the best price reasonably obtainable, in each

case taking into account the market conditions at that time and, where relevant, the scheduled repayment dates of the Covered Bonds, the Conditions and the terms of the Covered Bond Guarantee.

The Guarantor may offer for sale to different purchasers part of any portfolio of Selected Assets (a "**Partial Cover Pool**"). Except in circumstances where the portfolio of Selected Assets is being sold within six months of the Maturity Date or, where the relevant Series of Covered Bonds has an Extended Maturity Date, prior to such Extended Maturity Date, as applicable, of the Series of Covered Bonds to be repaid from such proceeds, the sale price of the Partial Cover Pool (as a proportion of the Adjusted Required Redemption Amount) shall be at least equal to the proportion that the Partial Cover Pool bears to the relevant portfolio Selected Assets.

If the Selected Assets are sold, then the Guarantor will enter into a sale and purchase agreement with the relevant purchasers which will require, *inter alia*, a cash payment from the relevant purchasers. Any such sale will not include any representation and warranties from the Guarantor or the relevant Seller in respect of the Selected Assets unless expressly otherwise agreed by the Representative of the Covered Bondholders or by the relevant Seller.

With respect to any sale of Selected Assets, the Guarantor may transfer by way of novation or otherwise to the purchaser of Selected Assets or terminate, if so requested by the purchaser(s), all or part of its rights under any relevant Mortgage Pool Swap, subject to (i) the relevant provisions of the relevant Swap Agreement, (ii) the consent of the Representative of the Covered Bondholders and (iii) confirmation by Moody's that any such novation or termination will not adversely affect the then current ratings of the relevant Covered Bonds.

If necessary in order to effect timely payments under the Covered Bonds, the Integration Assets (other than Eligible Deposits) may be sold first by the Guarantor and the proceeds applied in accordance with the relevant Priority of Payments.

Sale of Selected Asset following the service of an Acceleration Notice

Following the service of an Acceleration Notice on the Guarantor, the Representative of the Covered Bondholders shall, in the name and on behalf of the Guarantor (so authorised by means of execution of the Cover Pool Administration Agreement), direct the Servicer or, in the absence of the Servicer, the Cover Pool Manager to sell Integration Assets (other than Eligible Deposits) and/or Selected Assets as quickly as reasonably practicable and for the best price reasonably obtainable in each case taking into account the market conditions at that time, subject to any pre-emption right of the Initial Seller or any Additional Seller (if any) pursuant to the relevant Master Transfer Agreement. The proceeds of any such sale shall be credited to the Transaction Account and applied in accordance with the relevant Priority of Payments. In addition to the procedures described above (and notwithstanding anything to the contrary provided thereunder) the following provisions shall apply:

(i) in addition to offering Selected Assets for sale to purchasers in respect of the Earliest Maturing Covered Bonds, the Representative of the Covered Bondholders may offer to sell a portfolio of Selected Assets in respect of all the Series of Covered Bonds or to sell all Receivables and/or Integration Assets comprised in the Cover Pool, in each case for the best price reasonably obtainable taking into account the market conditions at that time; and

(ii) the Representative of the Covered Bondholders shall, in the name and on behalf of the Guarantor, instruct the Cover Pool Manager to use all reasonable endeavours to procure that Selected Assets are sold as quickly as reasonably practicable and for the best price reasonably obtainable, in each case taking into account the market conditions at that time.

Governing law

The Cover Pool Administration Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, Italian law.

Quotaholders' Agreement

On or about the Initial Issue Date, the Guarantor, the Issuer and SVM Securitisation Vehicles Management S.r.l. entered into a quotaholders' agreement (the "**Quotaholders' Agreement**") containing provisions and undertakings in relation to the management of the Guarantor. In addition, pursuant to the Quotaholders' Agreement, SVM Securitisation Vehicles Management S.r.l. has granted a call option in favour of the Issuer to purchase from SVM Securitisation Vehicles Management S.r.l. and the Issuer has granted a put option in favour of SVM Securitisation Vehicles Management S.r.l. to sell to the Issuer the quota of the Guarantor quota capital held by SVM Securitisation Vehicles Management S.r.l.

Governing law

The Quotaholders' Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Programme Agreement

On or about the date of this Base Prospectus, the Issuer, the Guarantor, the Representative of Covered Bondholders, the Arranger and the initial Dealer entered into a programme agreement, as subsequently amended (the "**Programme Agreement**"), which contains certain arrangements under which the Covered Bonds may be issued and sold, from time to time, by the Issuer to any one or more Dealers.

Under the Programme Agreement, the Issuer and the Dealer(s) have agreed that any Covered Bonds of any Tranche which may from time to time be agreed between the Issuer and any Dealer(s) to be issued by the Issuer and subscribed for by such Dealer(s) shall be issued and subscribed for on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of the Programme Agreement. Unless otherwise agreed, neither the Issuer nor any Dealer(s) is, are or shall be, in accordance with the terms of the Programme Agreement, under any obligation to issue or subscribe for any Covered Bonds of any Tranche.

Under the Programme Agreement, the initial Dealer has appointed the Representative of the Covered Bondholders, which appointment has been confirmed by the Issuer and the Guarantor.

The Issuer and the Guarantor, as the case may be, will indemnify the Dealers for costs, liabilities, charges, expenses and claims incurred by or made against the Dealers arising out of, in connection with or based on, breach of duty or misrepresentation by the Issuer and the Guarantor.

The Programme Agreement contains provisions relating to the resignation or termination of appointment of existing Dealer(s) and for the appointment of additional or other dealers acceding as new dealer: (a) generally in respect of the Programme; or (b) in relation to a particular issue of Covered Bonds.

The Programme Agreement contains stabilising and market-making provisions.

Pursuant to the Programme Agreement, the Issuer and the Guarantor have given certain representations and warranties to the Dealers in relation to, *inter alia,* themselves and the information given by them in connection with this Base Prospectus.

Governing law

The Programme Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, Italian law.

Subscription Agreement

The Programme Agreement also contains the pro forma of the Subscription Agreement to be entered into in relation to the syndicated issue of Covered Bonds.

On or prior to the relevant Issue Date, the Issuer and the Dealers who are parties to such Subscription Agreement (the "**Relevant Dealers**") will enter into a subscription agreement under which the Relevant Dealers will agree to subscribe for the relevant tranche of Covered Bonds, subject to the conditions set out therein.

Under the terms of the Subscription Agreement, the Relevant Dealers will confirm the appointment of the Representative of the Covered Bondholders.

Governing law

The Subscription Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, Italian law.

Italian Deed of Pledge

On or about the Initial Issue Date, the Guarantor will execute an Italian deed of pledge (the "**Italian Deed of Pledge**") pursuant to which the Guarantor will grant in favour of the Representative of the Covered Bondholders for itself and on behalf of the Covered Bondholders and the other Secured Creditors, concurrently with the issue of the Covered Bonds, (i) an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Guarantor is entitled from time to time pursuant to Master Transfer Agreements, the Warranty and Indemnity Agreements, the Servicing Agreement, the Intercreditor Agreement, the Cover Pool Administration Agreement, the Corporate Services Agreement, the Subordinated Loan Agreements, the Cash Management and Agency Agreement (other than the provisions of the Cash Management and Agency Agreement which are governed by English law), the Asset Monitor Agreement and the Quotaholders' Agreement; and (ii) an Italian law pledge over the securities from time to time owned by it as a result of investing in Eligible Investments deposited, from time to time, in the Securities Account.

Governing law

The Italian Deed of Pledge, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, Italian law.

English Law Deed of Charge and Assignment

On or about the Initial Issue Date, the Guarantor will execute a deed of charge (the "**English Law Deed of Charge and Assignment**") pursuant to which the Guarantor will grant in favour of the Representative of the Covered Bondholders for itself and as trustee for the Covered Bondholders and the other Secured Creditors, *inter alia*, (i) an English law assignment by way of security of all the Guarantor's rights under the Swap Agreements, the English-law governed provisions of the Cash Management and Agency Agreement and all present and future contracts, agreements, deeds and documents governed by English law to which the Guarantor may become a party in relation to the Covered Bonds and the Cover Pool; (ii) an English law charge over the Transaction Account, the Reserve Account and the Collateral Accounts, any amounts standing

to the credit of, or deposited in, such accounts and the rights and benefits arising from such accounts; and (iii) a floating charge over all of the Guarantor's assets which are subject to the charge and assignments described under (i) and (ii) above and not effectively assigned thereunder.

Governing law

The English Law Deed of Charge and Assignment, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, English law.

Mandate Agreement

On or about the Initial Issue Date, the Guarantor will execute a mandate agreement (the "**Mandate Agreement**") pursuant to which the Guarantor has conferred an irrevocable mandate to the Representative of Covered Bondholders for the exercise of the rights of the Guarantor under certain circumstances indicated in the Mandate Agreement.

Governing law

The Mandate Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, Italian law.

Swap Agreements

Covered Bond Swaps

The Guarantor may, if necessary, enter into one or more Covered Bond Swaps on the relevant Issue Date with the Covered Bond Swap Counterparties to hedge certain interest rate, basis, and/or, if applicable, currency, risks in respect of, after the service of a Notice to Pay, amounts payable by the Guarantor in respect of such Series of Covered Bonds.

Each Covered Bond Swap will contain certain limited termination events and events of default which will entitle either party to terminate the relevant Covered Bond Swap. In particular, the respective Covered Bond Swap Counterparty will be, *inter alia*, required to have certain minimum ratings. Upon downgrading of the relevant Covered Bond Swap Counterparty below such ratings and failure by such Covered Bond Swap Counterparty to take certain actions to remedy such downgrading (including, without limitation, transferring all of its rights and obligations to an adequately rated swap counterparty or obtaining a guarantee from an adequately rated third-party in relation to its obligations under the relevant Covered Bond Swap), the Guarantor will be entitled to terminate the relevant Covered Bond Swap.

Upon the termination of such Covered Bond Swap, the Guarantor or the relevant Covered Bond Swap Counterparty may be liable to make a termination payment to the other in accordance with the provisions of the respective Covered Bond Swap.

Mortgage Pool Swaps

In order to hedge the interest rate risks relating to the Mortgage Loans comprised in the Cover Pool, the Guarantor may, if necessary, enter into one or more Mortgage Pool Swap with the relevant Mortgage Pool Swap Counterparties.

Any such Mortgage Pool Swap will hedge the interest rate risks relating to the Mortgage Loans comprised in the Cover Pool.

Each Mortgage Pool Swap will contain certain limited termination events and events of default which will entitle either party to terminate the relevant Mortgage Pool Swap. In particular, the respective Mortgage Pool Swap Counterparty will be, *inter alia*, required to have certain minimum ratings. Upon downgrading of the

relevant Mortgage Pool Swap Counterparty below such ratings and failure by such Mortgage Pool Swap Counterparty to take certain actions to remedy such downgrading (including, without limitation, transferring all of its rights and obligations to an adequately rated swap counterparty or obtaining a guarantee from an adequately rated third-party in relation to its obligations under the relevant Mortgage Pool Swap), the Guarantor will be entitled to terminate the relevant Mortgage Pool Swap.

Upon the termination of such Mortgage Pool Swap, the Guarantor or the relevant Mortgage Pool Swap Counterparty may be liable to make a termination payment to the other in accordance with the provisions of the respective Mortgage Pool Swap.

Swap Agreement Credit Support Document

Each Mortgage Pool Swap and each Covered Bond Swap, which may be entered into between the Guarantor and (i) each Mortgage Pool Swap Counterparty and (ii) each Covered Bond Swap Counterparty respectively, will be documented in accordance with the documentation published by the International Swaps and Derivatives Association Inc. ("**ISDA**") and will be subject to:

(a) the 1992 ISDA Master Agreement with the Schedule thereto or the 2002 ISDA Master Agreement with the Schedule thereto (each an "**ISDA Master Agreement**");

(b) the 1995 ISDA Credit Support Annex (Transfer English Law) to the ISDA Master Agreement (the "**CSA**"); and

(c) the relevant Confirmation(s).

Pursuant to the relevant CSA, if required to do so following a downgrade of the relevant Swap Counterparty or the downgrade of such Swap Counterparty's credit support provider, as the case may be, and subject to the conditions specified in the CSA, such Swap Counterparty will make transfers of collateral (either cash or securities) to the Guarantor in support of its obligations under the relevant Swap Agreement (the "**Collateral**"), to the Collateral Account opened in respect of the relevant Swap Counterparty .

Collateral (and all income in respect thereof) transferred to the relevant Collateral Account will only be available to be applied in returning collateral (and income thereon) or in satisfaction of amounts owing by the relevant Swap Counterparty in accordance with the terms of the relevant CSA.

Any Collateral will be returned by the Guarantor to the relevant Swap Counterparty directly in accordance with the terms of the relevant CSA and not under the Priorities of Payments.

Governing law

The Swap Agreements, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law.

SELECTED ASPECTS OF ITALIAN LAW

The following is a summary only of certain aspects of Italian law that are relevant to the transactions described in this Base Prospectus and of which prospective Covered Bondholders should be aware. It is not intended to be exhaustive and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.

Law 130 and Article 7-*bis* thereof. General remarks

Law 130 (as amended from time to time) was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

Law Decree of 14 March 2005, No. 35, converted into law by law 14 May 2005, No. 80, added Articles 7-*bis* and 7-*ter* to Law 130, in view of allowing Italian banks to use the securitisation techniques introduced by Law 130 in view of issuing covered bonds (*obbligazioni bancarie garantite*).

Pursuant to Article 7-*bis,* certain provisions of Law 130 apply to transactions involving the true sale (by way of non-gratuitous assignment) of receivables or asset backed securities issued in the context of securitisation transactions meeting certain eligibility criteria set out in Article *7-bis* and in the Decree of the Ministry of Economy and Finance No. 310 of 14 December 2006 (the "**MEF Decree**"), where the sale is to a special purpose vehicle created in accordance with Article 7-*bis* and all amounts paid by the debtors are to be used by the relevant special purpose vehicle exclusively to meet its obligations under a guarantee to be issued by it, in view of securing the payment obligations of the selling bank or of other banks in connection with the issue of covered bonds (the "**Covered Bond Guarantee**").

Pursuant to Article 7-*bis,* the purchase price of the assets to be comprised in the cover pool shall be financed through the taking of a loan granted or guaranteed by the banks selling the assets or a different bank. The payment obligations of the special purpose vehicle under such loan shall be subordinated to the payment obligations of the special purpose vehicle *vis-à-vis* the covered bondholders, the counterparties of any derivative contracts hedging risks in connection with the assigned receivables and securities, the counterparties of any other ancillary contract and counterparties having a claim in relation to any payment of other costs of the transaction.

Under the BoI Regulations, the covered bonds may be issued also by banks which individually satisfy, or which belong to banking groups which on a consolidated basis satisfy, certain requirements related to the regulatory capital and the solvency ratio. Such requirements must also be complied with by banks selling the assets, where the latter are different from the bank issuing the covered bonds.

Following the issue of the MEF Decree, the Bank of Italy supervisory regulations on covered bonds were published on 17 May 2007, as subsequently amended on 24 March 2010 and further supplemented by Title V, Chapter 3 of the "*Nuove Disposizioni di Vigilanza Prudenziale per le Banche*" (*Circolare No. 263 of 27 December 2006*), completing the relevant legal and regulatory framework and allowing for the implementation on the Italian market of the covered bonds, which have previously only been available under special legislation to specific companies.

The Bank of Italy published new supervisory regulations on banks in December 2013 (Circolare of the Bank of Italy No. 285 of 17 December 2013) which came into force on 1 January 2014, implementing CRD IV and setting out additional local prudential rules concerning matters not harmonised on EU level. Following the publication on 25 June 2014 of the 5th update to circular of the Bank of Italy No. 285 of 17 December 2013, the Bank of Italy's covered bonds regulation have been included in Part III, Section 3 (*Obbligazioni Bancarie*

Garantite) under the Bank of Italy's circular No 285 of 17 December 2013, containing the "*Disposizioni di Vigilanza per le Banche*", and provisions set forth under Title V, Chapter 3 of Circolare No. 263 of 27 December 2006 have been abrogated.

For more detailed information, see paragraph "*Eligibility criteria of the claims and limits to the assignment of claims*" below.

The Special Purpose Vehicle

On 8 May 2015, the Ministerial Decree No. 53/2015 (the "**Decree 53/2015**") issued by the Ministry of Economy and Finance has been published in the Official Gazette of the Republic of Italy. The Decree 53/2015 came into force on 23 May 2015, repealing the Decree No. 29/2009. Pursuant to Article 7 of the Decree 53/2015, the assignee companies which guarantee covered bonds, belonging to a banking group as defined by Article 60 of the Banking Act (such as Estense Covered Bond S.r.l.), will no longer have to be registered in the general register held by the Bank of Italy pursuant to Article 106 of the Banking Act.

Eligibility criteria of the claims and limits to the assignment of claims

Under the MEF Decree, the following assets, *inter alia,* may be assigned to the special purpose vehicle, together with any ancillary contracts aimed at hedging the financial risks embedded in the relevant assets: (a) Italian residential mortgage loans (*mutui ipotecari residenziali*) and Italian commercial mortgage loans (*mutui ipotecari commerciali*) pursuant to Article 2, paragraph 1, lett. (a) and (b) of the MEF Decree; (b) loans extended to, or guaranteed by, the following entities, and securities issued or guaranteed by the same entities: (i) public administrations of States comprised in the European Economic Space and the Swiss Confederation (the "**Admitted States**"), including therein any Ministries, municipalities (*enti pubblici territoriali*), national or local entities and other public bodies, which attract a risk weighting factor not exceeding 20 per cent. under the "Standardised Approach" to credit risk measurement; (ii) public administrations of States other than Admitted States which attract a risk weighting factor equal to zero per cent. under the "Standardised Approach" to credit risk measurement, municipalities and national or local public bodies not carrying out economic activities (*organismi pubblici non economici*) of States other than Admitted States which attract a risk weight factor not exceeding 20 per cent. under the "Standardised Approach" to credit risk measurement. Such receivables and securities may not exceed 10 per cent. of the nominal value of the assets held by the special purpose vehicle; (c) asset backed securities issued in the context of securitisation transactions, meeting the following criteria: (i) the relevant securitised receivables comprise, for an amount equal at least to 95 per cent., loans and securities referred to in (a) and (b) above; (ii) the relevant asset backed securities attract a risk weighting factor not exceeding 20 per cent. under the "Standardised Approach" to credit risk measurement.

For the purpose above, the relevant provisions define a guarantee "valid for purposes for the credit risk mitigation" as a guarantee eligible for the "credit risk mitigation", in accordance with Directive 2006/48/EC of 14 June 2006 (the "**Restated Banking Directive**"). Similarly, the "Standardised Approach" shall be the standardised approach to credit risk measurement as defined by the Restated Banking Directive.

The BoI Regulations provides that covered bonds may be issued by banks which satisfy, on a consolidated basis, the following requirements:

(i) own funds (*fondi propri*) at least equal to € 250,000,000; and

(ii) total capital ratio at least equal to 9 per cent.

The above mentioned requirements must be complied with, as of the date of the assignment, also by the banks selling the assets, where the latter are different from the bank issuing the covered bonds and do not fall within the same banking group.

If the bank selling the assets does not belong to a banking group, the above mentioned requirements relate to the individual regulatory capital and/or overall capital ratio.

Banks not complying with the above mentioned requirements may set up covered bond programmes only with prior notice to the Bank of Italy, which may start an administrative process to assess the compliance with the required requirements.

The BoI Regulations set out certain limits to the possibility for banks to assign eligible assets, which are based on the level of the consolidated "tier 1 ratio" ("**T1**") and the "common equity tier 1 ratio" (the "**CET1**"), in accordance with the following grid, contained in the BoI Regulations:

Capital adequacy condition		**Limits to the assignment**
Group "A"	T1 ≥ 9 per cent. and CET1 ≥ 8 per cent.	No limits
Group "B"	T1 ≥ 8 per cent. and CET1 ≥ 7 per cent.	Assignment allowed up to 60 per cent. of the eligible assets
Group "C"	T1 ≥ 7 per cent. e CET1 ≥ 6 per cent.	Assignment allowed up to 25 per cent. of the eligible assets

The relevant T1 and CET1 set out in the grid relate to the aggregate of the covered bonds transactions launched by the relevant banking group or individual bank, as the case may be. If foreign entities belonging to the banking group of the bank selling the assets have issued covered bonds in accordance with their relevant jurisdiction and have therefore segregated part of their assets to guarantee the relevant issuances, the limits set out above shall be applied to the eligible assets held by the Italian companies being part of the assigning bank's banking group.

In addition to the above, certain further amendments have been introduced in respect of the monitoring activities to be performed by the asset monitor.

The Limits to the Assignment do not apply to Integration (as defined below) of the portfolio, provided that Integration is allowed exclusively within the limits set out by the BoI Regulations.

Ring Fencing of the Assets

Under the terms of Article 3 of Law 130, the assets relating to each transaction, the relevant collections and the financial assets purchased using the collections arising from the relevant receivables will by operation of law be segregated for all purposes from all other assets of the special purpose vehicle and from those relating to the other Law 130 transactions carried out by the same special purpose vehicle. On a winding-up of such a special purpose vehicle, such assets will only be available to holders of the covered bonds in respect of which the special purpose vehicle has issued a guarantee and to the other Secured Creditors. In addition, the assets relating to a particular transaction will not be available to the holders of covered bonds issued under any other covered bonds transaction or to general creditors of the special purpose vehicle.

Law 130 provides, *inter alia*, that the bank accounts used in the context of securitisation or covered bonds transactions are not subject to actions or claims by parties other than the holders of the securities of the specific transaction and that the possible commencement of insolvency proceedings against the depositary does not give rise to the suspension of payments on the sums standing to the credit of the accounts opened with the same depositary, even in connection with sums that are deposited in such accounts over the course of the insolvency proceedings. Indeed, the Law Decree 91 provides that such sums are immediately available,

without any need for specific requests or claims (*domanda di ammissione al passivo o di rivendica*) in the context of the insolvency proceedings and outside of the applicable insolvency distributions (*fuori dei piani di riparto o di restituzione di somme*).

However, under Italian law, any other creditor of the special purpose vehicle which is not a party of the transaction documents would be able to commence insolvency or winding-up proceedings against the company in respect of any unpaid debt.

The Assignment

The assignment of the receivables under Law 130 will be governed by Article 58 paragraphs 2, 3 and 4, of the Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**"). The prevailing interpretation of this provision, which view has been strengthened by Article 4 of Law 130, is that the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication of a notice in the Italian Official Gazette and by way of registration of such notice in the register of enterprises (*registro delle imprese*) at which the purchaser is registered, so avoiding the need for notification to be served on each debtor.

As from the latest to occur between the date of publication of the notice of the assignment in the Italian Official Gazette and the date of registration of such notice with the Register of Enterprises at which the purchaser is registered, the assignment becomes enforceable against:

(a) the debtors and any creditors of the originator who have not, prior to the date of publication of the notice, commenced enforcement proceedings in respect of the relevant receivables;

(b) the liquidator or any other bankruptcy officials of the debtors (so that any payments made by a debtor to the special purpose vehicle may not be subject to any claw-back action according to Article 67 of Royal Decree no. 267 of 16 March 1942 (*Legge Fallimentare*), the "**Bankruptcy Law**"); and

(c) other permitted assignees of the originator who have not perfected their assignment prior to the date of publication.

Upon the completion of the formalities referred to above, the benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned receivables will automatically be transferred to and perfected with the same priority in favour of the purchaser, without the need for any formality or annotation.

As from the latest to occur between the date of publication of the notice of the assignment in the Italian Official Gazette and the date of registration of such notice with the Register of Enterprises at which the purchaser is registered, no legal action may be brought against the receivables assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the holders of the covered bonds and other creditors for costs incurred in the framework of the transaction.

Notice of the initial assignment of the Initial Receivables pursuant to the BPER Master Transfer Agreement was published in the Italian Official Gazette and was filed with the relevant Register of Enterprises.

However, Article 7-*bis,* para. 4, also provides that, where the role of servicer (*soggetto incaricato della riscossione dei crediti*) is attributed, in the context of covered bonds transaction, to an entity other than the assigning bank (whether from the outset or eventually), notice of such circumstance shall be given by way of publication in the Italian Official Gazette and registered mail with return receipt to the relevant public administrations.

Assignments under Law 130

Assignments executed under Law 130 are subject to revocation on bankruptcy under Article 67 of the Bankruptcy Law, but only in the event that the transaction is entered into within three months of the adjudication of bankruptcy of the relevant party or in cases where paragraph 1 of Article 67 applies, within six months of the adjudication of bankruptcy.

The subordinated loans to be granted to the special purpose vehicle and the Covered Bond Guarantee are subject to the provisions of Article 67, paragraph 4, of the Bankruptcy Law, pursuant to which the provisions of Article 67 relating to the claw-back of for-consideration transactions, payments and guarantees do not apply to certain transactions.

In addition to the above, any payments made by an assigned debtor to the special purpose vehicle may not be subject to any claw back action according to Article 65 and 67 of the Bankruptcy Law.

Tests set out in the MEF Decree

Pursuant to Article 3 of the MEF Decree, the issuing bank and the assigning bank (to the extent different from the issuer) will have to ensure that, on a continuing basis, the following mandatory tests are complied with:

(a) the nominal amount of the cover pool shall be equal to, or greater than, the aggregate nominal amount of the outstanding covered bonds;

(b) the net present value of the cover pool, net of the transaction costs to be borne by the special purpose vehicle, including therein the expected costs and the costs of any hedging arrangement entered into in relation to the transaction, shall be equal to, or greater than, the net present value of the outstanding covered bonds; and

(c) the amount of interests and other revenues generated by the cover pool, net of the costs borne by the special purpose vehicle, shall be equal to, or greater than, the interests and costs due by the issuer under the outstanding covered bonds, also taking into account any hedging arrangements entered into in relation to the transaction.

For the purpose of ensuring compliance with the tests described above and pursuant to Article 2 of the MEF Decree, the following assets (the "**Integration Assets**") may be used for the purpose of integration of the portfolio, in addition to eligible assets pursuant to the OBG Regulations:

(i) the establishment of deposits with banks incorporated in Admitted States or in a State which attract a risk weight factor equal to 0 per cent. under the "Standardised Approach" to credit risk measurement; and

(ii) the assignment of securities issued by the banks referred to under paragraph (i) above, having a residual maturity not exceeding one year.

Integration Assets

Integration through Integration Assets shall be allowed within the Integration Assets Limit.

In addition, pursuant to Article 7-*bis* and the MEF Decree, integration of the cover pool – whether through eligible assets pursuant to the OBG Regulations or through integration assets – (the "**Integration**") shall be carried out in accordance with the methods, and subject to the limits, set out in the BoI Regulations.

More specifically, under the BoI Regulations, the Integration is allowed exclusively for the purpose of: (a) complying with the tests provided for by the MEF Decree; (b) complying with any contractual overcollateralisation requirements agreed by the parties to the relevant agreements; or (c) complying with the 15 per cent. maximum amount of Integration Assets within the portfolio.

The Integration is not allowed in circumstances other than as set out in the BoI Regulations.

The features of the Covered Bond Guarantee

According to Article 4 of the MEF Decree, the Covered Bond Guarantee shall be limited recourse to the portfolio of assets comprised in the cover pool, irrevocable, callable on demand, unconditional and independent from the obligations assumed by the issuer under the covered bonds. Accordingly, such obligations shall be a direct, unconditional, unsubordinated obligation of the special purpose vehicle, limited recourse to the assets comprised in the cover pool, irrespective of any invalidity, irregularity or unenforceability of any of the guaranteed obligations of the issuer.

In order to ensure the autonomous and independent nature of the Covered Bond Guarantee, Article 4 provides that the following provisions of the Italian civil code, generally applicable to personal guarantees (*fideiussioni*), shall not apply: (a) Article 1939, providing that a *fideiussione* shall not generally be valid where the guaranteed obligation is not valid; (b) Article 1941, para. 1, providing that *a fideiussione* cannot exceed the amounts due by the guaranteed debtor, nor can it be granted for conditions more onerous than those pertaining to the main obligation; (c) Article 1944, para. 2, providing, *inter alia,* that the parties to the contract pursuant to which *the fideiussione* is issued may agree that the guarantor shall not be obliged to pay before the attachment is carried out against the guaranteed debtor; (d) Article 1945, providing that the guarantor can raise against the creditor any objections (*eccezioni*) which the guaranteed debtor is entitled to raise, except for the objection relating to the lack of legal capacity on the part of the guaranteed debtor; (e) Article 1955, providing that a *fideiussione* shall become ineffective (*estinta*) where, as a consequence of acts of the creditor, the guarantor is prevented from subrogating into any rights, pledges, mortgages, and liens (*privilegi*) of the creditor; (f) Article 1956, providing that the guarantor of future receivables shall not be liable where the creditor – without the authorisation of the guarantor – has extended credit to a third party, while being aware that the economic conditions of the principal obligor were such that recovering the receivable would have become significantly more difficult; and (g) Article 1957, providing, *inter alia,* that the guarantor will be liable also after the guaranteed obligation has become due and payable, provided that the creditor has filed its claim against the guaranteed debtor within six months and has diligently pursued them.

The obligations of the special purpose vehicle following a liquidation of the issuer

The MEF Decree also set out certain principles which are aimed at ensuring that the payment obligations of the special purpose vehicle are isolated from those of the issuer. To that effect, it requires that the Covered Bond Guarantee contains provisions stating that the relevant obligations thereunder shall not accelerate upon the issuer's default, so that the payment profile of the covered bonds shall not automatically be affected thereby.

More specifically, Article 4 of the MEF Decree provides that, in the event of breach by the issuer of its obligations *vis-à-vis* the covered bondholders, the special purpose vehicle shall assume the obligations of the issuer – within the limits of the cover pool – in accordance with the terms and conditions originally set out for the covered bonds. The same provision applies where the issuer is subject to mandatory liquidation procedures (*liquidazione coatta amministrativa*).

In addition, the acceleration (*decadenza dal beneficio del termine*) provided for by Article 1186 of the Italian civil code and affecting the issuer shall not affect the payment obligations of the special purpose vehicle under the Covered Bond Guarantee. Pursuant to Article 4 of the MEF Decree, the limitation in the application of Article 1186 of the Italian civil code shall apply not only to the events expressly mentioned therein, but also to any additional event of acceleration provided for in the relevant contractual arrangements.

In accordance with Article 4, para. 3, of the MEF Decree, in case of *liquidazione coatta amministrativa* of the issuer, the special purpose vehicle shall exercise the rights of the covered bondholders *vis-à-vis* the issuer in accordance with the legal regime applicable to the issuer. Any amount recovered by the special purpose vehicle as a result of the exercise of such rights shall be deemed to be included in the cover pool.

The Bank of Italy shall supervise on the compliance with the aforesaid provisions, within the limits of the powers vested with the Bank of Italy by the Banking Act.

Controls over the transaction

The BoI Regulations lay down rules on controls over transactions involving the issuance of covered bonds.

Inter alia, in order to provide support to the resolutions passed on the assignment of portfolios to the special purpose vehicle, both in the initial phase of transactions and in later phases, the assigning bank shall request to an auditing firm a confirmation (*relazione di stima*) stating that, on the basis of the activities carried out by that auditing firm, there are no reasons to believe that the appraisal criteria utilised in order to determine the purchase price of the assigned assets are not in line with the criteria which the assigning bank must apply when preparing its financial statements. The above mentioned confirmation is not required if the assignment is made at the book value, as recorded in the latest approved financial statements of the assigning bank, on which the auditors have issued a clean opinion. The above mentioned confirmation is not required if any difference between the book value and the purchase price of the relevant assets is exclusively due to standard financial fluctuations of the relevant assets and is not in any way related to reductions in the qualitative aspects of those assets and/or the credit risk related to the relevant debtors.

The management body of the issuing banks must ensure that the structures delegated to the risk management verify at least every six months and for each transaction, *inter alia:*

(a) the quality and integrity of the assets sold to the special purpose vehicle securing the obligations undertaken by the latter;

(b) compliance with the maximum ratio between covered bonds issued and the assets sold to the special purpose vehicle for purposes of backing the issue, in accordance with the MEF Decree;

(c) compliance with the Limits to the Assignment and the rules on, and Limits to, the Integration set out by the BoI Regulations;

(d) the effectiveness and adequacy of the coverage of risks provided under derivative agreements entered into in connection with the transaction; and

(e) the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to article 129, paragraph 7, of CRR.

The bodies with management responsibilities of issuing banks and banking groups ensure that an assessment is carried out of the legal aspects of the activity on the basis of specially issued legal opinions setting out an in-depth analysis of the contractual structures and schemes adopted, with a particular focus on, *inter alia,* the characteristics of the Covered Bond Guarantee.

The BoI Regulations also contain certain provisions on the asset monitor, who is delegated to carry out controls over the regularity of the transaction (including the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to article 129, paragraph 7, of CRR) and the integrity of the special purpose vehicle (the "**Asset Monitor**"). Pursuant to the BoI Regulations, the Asset Monitor shall be an auditing firm having professional experience which is adequate in relation to the tasks entrusted with the same and independent from: (a) the audit firm entrusted with the auditing of the issuing bank; (b) the bank which is granting the relevant mandate; and (c) the other entities which take part to the transaction.

Based upon controls carried out and assessments on the performance of transactions, the Asset Monitor shall prepare annual reports, to be addressed, *inter alia,* to the control body of the bank which granted the mandate to the Asset Monitor. The BoI Regulations cite the provisions (art. 52 and 61, para 5, of the Banking Act), which impose on persons responsible for conducting controls specific obligations to report to the Bank of Italy. Such reference appears to be aimed at ensuring that any irregularities found are reported to the Bank of Italy.

In order to ensure that the special purpose vehicle can fulfil, in an orderly and timely manner, the obligations arising under the Covered Bond Guarantee, the issuing banks shall use asset and liability management techniques for purposes of assuring, including by way of specific controls at least every six months, stability between the payment dates of the cash flows generated under the assets assigned to the special purpose vehicle, and included in the latter's segregated portfolio, and the payments dates with respect to payments due by the issuing bank in connection with the covered bonds issued and other transaction costs.

Finally, in relation to the information flows, the parties to the covered bond transactions shall assume contractual undertakings allowing the issuing and the assigning bank (and the third party servicer, if any) to hold the information on the assigned assets (including the status thereof) which are necessary for the carrying of the controls described in the BoI Regulations and for the compliance with the supervisory reporting obligations, including therein the obligations arising in connection with the membership to the central credit register (*Centrale dei Rischi*).

Insolvency proceedings

Insolvency proceedings (*procedure concorsuali*) conducted under Italian law may take the form of, *inter alia,* an involuntary liquidation (*fallimento*) or creditors' agreements (*concordato preventivo* and *accordi di ristrutturazione dei debiti*). Insolvency proceedings are only applicable to businesses (*imprese*) either run by companies, partnerships or by individuals. An individual who is not a sole entrepreneur or an unlimited partner in a partnership is not subject to insolvency.

A debtor can be declared bankrupt (*fallito*) and subject to *fallimento* (at its own initiative, or at the initiative of any of its creditors or the public prosecutor) if it is not able to fulfil its obligations in a timely manner. The debtor loses control over all its assets and of the management of its business, which is taken over by a court appointed receiver (*curatore fallimentare*). Once judgment has been made by the court and the creditors' claims have been approved, the sale of the debtor's property is conducted in accordance with a liquidation plan (approved by the delegated judge and the creditors' committee) which may provide for the dismissal of the whole business or single business units, even through competitive procedures.

A qualifying insolvent debtor may avoid being subject to *fallimento* by proposing to its creditors a composition with creditors (*concordato preventivo*). Such proposal must contain, *inter alia:* (a) an updated statement of the financial and economic situation of the insolvent company; (b) a detailed list of the creditors and their respective credit rights and related security interest; (c) a list of creditors secured by assets of the company or having possession of assets owned by the company; (d) detailed evaluation of the assets of the

insolvent company; and (e) a restructuring plan. The offer may be structured as an offer to transfer all assets of the insolvent debtor to the creditors or an offer to undertake other restructuring plans such as, *inter alia,* the allocation to the creditors of shares, quotas, and other debt instruments of the company. The truthfulness of the business data provided by the company and the feasibility of the proposal must be attested by an expert's report. A qualifying insolvent debtor may also enter into a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) with such creditors representing at least 60 per cent of its debts . A report of an expert certifying the truthfulness of the business data provided by the qualifying insolvent debtor and the feasibility of the settlement shall be attached to the debt restructuring agreement (*accordo di ristrutturazione dei debiti*) and the latter shall have to be approved by the Court. The Legislative Decree no. 83 of 27 June 2015, amending the Bankruptcy Law, also provided special rules for debt restructuring agreements with banks and financial intermediaries.

The composition with creditors (*concordato preventivo*) may, subject to certain conditions, be proposed by the qualifying insolvent debtor also as a "blank proposal" (*concordato in bianco*). In this case, the debtor (which has to include the last three financial statements and a detailed list of the creditors and their respective credit rights) demands the competent Court to set a term comprised between 60 and 120 days (or maximum 60 days, in case of a pending demand for insolvency (*fallimento*)), with the possibility to obtain, in case of grounded reasons, additional 60 days for the submission of either (i) a proposal for a composition with creditors (*concordato preventivo*), or (ii) a proposal for a debt restructuring agreement (*accordo di ristrutturazione dei debiti*). The competent Court, in setting such term (i) may appoint a judicial commissioner to overseeing the procedure and (ii) set out periodic information duties (including as to the financial situation and as to the activity performed for the preparation of the relevant plan) to be carried out by the qualifying insolvent debtor.

Following the amendments introduced by the Legislative Decree no. 83 of 27 June 2015, a different composition proposal (*proposta concorrente*) may be filed by creditors of the debtor representing at least 10 per cent. of the receivables resulting from the report on its financial situation filed pursuant to article 161, section 1, letter a), of the Bankruptcy Law, including the receivables acquired after the petition of the debtor and excluding the receivables of the debtor's parent company, the debtor's subsidiaries and the other of the debtor's parent company. The *proposta concorrente* will be admissible only if the debtor's composition proposal does not guarantee the payment of at least 40 per cent. of the unsecured receivables.

After insolvency proceedings are commenced, no legal action can be taken against the debtor and no foreclosure proceedings may be initiated. Moreover, all actions taken and proceedings already initiated by creditors are automatically stayed but for few exceptions provided under applicable laws.

Law No. 3 of 27 January 2012, as amended, provides that consumers and other entities which cannot be subject to insolvency proceedings may benefit from special proceedings for the restructuring of their debts. Law No. 3 of 27 January 2012 provides that such persons may file a recovery plan for the restructuring of their debts with a special authority and with the competent court and that in the case of approval of the plan, it will become binding on all the creditors of such persons.

Pursuant to the principles set out in Law No. 155/2017, it has been enacted Legislative Decree no. 14/2019 (hereinafter the "**Code**") which sets out, *inter alia*, an overall reform of the Bankruptcy Law.

Except for certain provisions which are applicable starting from 16 March 2019 (including, *inter alia,* with reference to certain organizational duties for Italian corporates), further to the approval of Law Decree 23 of 8 April 2020, the Code (as eventually amended pursuant to any new piece of legislation, taking also into consideration the provisions of Directive 2019/1023/EU) will apply to turnaround and insolvency proceedings started after 1 September 2021.

Description of *Amministrazione Straordinaria delle Banche*

A bank may be submitted to the *amministrazione Straordinaria delle banche* where: (a) serious administrative irregularities, or serious violations of the provisions governing the bank's activity provided for by laws, regulations or the bank's by-laws activity are found; (b) serious capital losses are expected to occur; (c) the dissolution has been the object of a request by the administrative bodies or an extraordinary company meeting providing the reasons for the request.

According to the Banking Act, the procedure is initiated by decree of the Minister of Economy and Finance, acting on a proposal by the Bank of Italy, which shall terminate the board of directors and the board of auditors of the bank. Subsequently, the Bank of Italy shall appoint: (a) one or more special administrators (*commissari straordinari*)*;* and (b) an oversight committee composed of between three and five members (*comitato di sorveglianza*). The *commissari straordinari* is entrusted with the duty to assess the situation of the bank, remove the irregularities which may have been found and promote solutions in the best interest of the depositors of the bank. The *comitato di sorveglianza* exercises auditing functions and provides to the *commissari straordinari* the opinions requested by the law or by the Bank of Italy. However, it should be noted that the Bank of Italy may instruct in a binding manner the *commissari straordinari* and the *comitato di sorveglianza* providing specific safeguards and limits concerning the management of the bank.

In exceptional circumstances, the *commissari straordinari,* in order to protect the interests of the creditors, in consultation with the *comitato di sorveglianza* and subject to an authorisation by the Bank of Italy, may suspend payment of the bank's liabilities and the restitution to customers of financial instruments. Payments may be suspended for a period of up to one month, which may be extended for an additional two months.

The *amministrazione Straordinaria delle banche* shall last for one year from the date of issue of the decree of the Minister of the Economy and Finance. If the circumstances for the activation of the procedure remain, it may be extended for one or more period of one year and the decision is published in the Italian Official Gazette.

At the end of the procedure, the *commissari straordinari* shall undertake the necessary steps for the appointment of the bodies governing the bank in the ordinary course of business. After the appointment, the management and audit functions shall be transferred to the newly appointed bodies. It should, however, be noted that, should at the end of the procedure or at any earlier time the conditions for the declaration of the *liquidazione coatta amministrativa* (described in the following section) be met, the bank may be subject to such procedure.

Description of *Liquidazione Coatta Amministrativa delle Banche*

According to the Banking Act, when the conditions for the *Amministrazione Straordinaria delle banche* and described in the preceding paragraph are exceptionally serious (*di eccezionale gravità*)*,* or when a court has declared the state of insolvency of the bank, the Minister of economy and finance, acting on a proposal from the Bank of Italy, by virtue of a decree, may revoke the authorisation for the carrying out of banking activities and submit the bank to compulsory winding-up (*liquidazione coatta amministrativa*).

From the date of issue of the decree, the functions of the administrative and control bodies, of the shareholders' meetings and of every other governing body of the bank shall cease. The Bank of Italy shall appoint: (a) one or more liquidators (*commissari liquidatori*); and (b) an oversight committee composed of between three and five members (*comitato di sorveglianza*).

From the date the *commissari liquidatori* and the *comitato di sorveglianza* have assumed their functions and, in any case, from the sixth business day following the date of issue of the aforesaid decree of the Minister of

Economy and Finance, the payment of any liabilities and the restitution of assets owned by third parties shall be suspended.

The *commissari liquidatori* shall act as legal representatives of the bank, exercise all actions that pertain to the bank and carry out all transactions concerning the liquidation of the bank's assets. The *comitato di sorveglianza* shall: (a) assist the *commissari liquidatori* in exercising their functions; (b) control the activities carried out by *commissari liquidatori*; and (c) provide to the *commissari straordinari* the opinions requested by the law or by the Bank of Italy. The Bank of Italy may issue directives concerning the implementation of the procedure and establish that some categories of operations and actions shall be subject to its authorisation and to preliminary consultation with the *comitato di sorveglianza*.

The Banking Act regulates the procedure for the assessment of the bank's liabilities (*accertamento del passivo*) and the procedures which allow creditors whose claims have been excluded from the list of liabilities (*stato passivo*) to challenge the list of liabilities.

The liquidators, with the favourable opinion of the *comitato di sorveglianza* and subject to authorisation by the Bank of Italy, may assign assets and liabilities, going concerns, assets and legal relationships identifiable *en bloc*. Such assets may be assigned at any stage of the procedure, even before the *stato passivo* has been deposited. The assignor shall, however, be liable exclusively for the liabilities included in the *stato passivo*. Subject to prior authorisation of the Bank of Italy and for the purpose of maximising profits deriving from the liquidation of the assets, the *commissari liquidatori* may continue the banks' activity, or of specific going concerns of the bank, in compliance with any indications provided for by the *comitato di sorveglianza*. In such case, the provision of the Bankruptcy Law concerning the termination of legal relationships shall not apply.

Once the assets have been realised and before the final allotment to the creditors or to the last restitution to customers, the *commissari liquidatori* shall present to the Bank of Italy the closing statement of accounts of the liquidation, the financial statement and the allotment plan, accompanied by their own report and a report by the oversight committee.

TERMS AND CONDITIONS OF THE COVERED BONDS

*The following is the text of the terms and conditions (the "**Conditions**" and, each of them, a "**Condition**") that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the Covered Bonds. For the avoidance of doubt, the Conditions do not apply to the Registered Covered Bonds. In these Conditions, references to the "holder" of Covered Bonds and to the "Covered Bondholders" are to the ultimate owners of the Covered Bonds, dematerialised and evidenced by book entries with Monte Titoli in accordance with the provisions of (i) Legislative Decree No. 58 of 24 February 1998 as subsequently amended and supplemented from time to time (the "**Financial Law**") and implementing regulations and (ii) the joint regulation of CONSOB and the Bank of Italy dated 13 August 2018 and published in the Official Gazette No. 201 of 30 August 2018, as subsequently amended and supplemented from time to time.*

In relation to Registered Covered Bonds, the terms and conditions of such Series of Registered Covered Bonds will be as set out in the Registered Covered Bond and the Registered CB Conditions, together with the Registered CB Rules Agreement relating to such Registered Covered Bond. Any reference to a "Registered CB Condition" other than in this section shall be deemed to be, as applicable, a reference to the relevant provision of the Registered Covered Bond, or the Registered CB Conditions attached as a schedule thereto or the provisions of the Registered CB Rules Agreement relating to such Registered Covered Bonds.

Any reference to the Conditions or a Condition shall be referred to the Conditions and/or the Registered CB Conditions as the context may require. Any reference to the Covered Bondholders shall be referred to the holders of the Covered Bonds and/or the registered holder for the time being of a Registered Covered Bond as the context may require.

Any reference to the Covered Bonds will be construed as to including the Covered Bonds issued under the Conditions and/or the Registered Covered Bonds as the context may require.

Introduction

(a) *Programme*

BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) (the "**Issuer**" or "**BPER**") has established a covered bond programme (the "**Programme**") for the issuance of up to Euro 7,000,000,000 in aggregate principal amount of covered bonds (the "**Covered Bonds**") unconditionally and irrevocably guaranteed by Estense Covered Bond S.r.l. (the "**Guarantor**"). Covered Bonds are issued pursuant to Article 7-*bis* of law No. 130 of 30 April 1999, as amended and supplemented from time to time (the "**Law 130**"), the Decree of the Ministry of the Economy and Finance of 14 December 2006 No. 310, as amended and supplemented from time to time (the "**MEF Decree**") and the Supervisory Instructions of the Bank of Italy set out in Part III, Chapter 3 of the "*Disposizioni di vigilanza per le banche*" (Circolare No. 285 of 17 December 2013), as replaced, amended and supplemented from time to time (the "**BoI Regulations**" and, together with Law 130 and the MEF Decree, the "**OBG Regulations**").

(b) *Final Terms*

Covered Bonds are issued in series (each a "**Series**") and each Series may comprise one or more tranches, whether or not issued on the same date, that (except in respect of the Interest Commencement Date and their Issue Price) have identical terms on issue and are expressed to be consolidated and have the same Series number (each a "**Tranche**") of Covered Bonds. As used in these Conditions, reference to a Tranche is a reference to Covered Bonds which are identical in all respects (including as to listing). Each Tranche is the subject of final terms (the "**Final Terms**") which complete these

Conditions. The terms and conditions applicable to any particular Tranche of Covered Bonds are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(c) *Covered Bond Guarantee*

Each Covered Bond benefits of a guarantee issued by the Guarantor (the "**Covered Bond Guarantee**") for the purpose of guaranteeing the payments due from the Issuer in respect of the Covered Bonds of all Series issued under the Programme. The Covered Bond Guarantee will be collateralised by a cover pool constituted by certain assets assigned from time to time to the Guarantor pursuant to the Master Transfer Agreements (as defined below) and in accordance with the provisions of the OBG Regulations. The obligations of the Guarantor to the Covered Bondholders under the Covered Bond Guarantee will be limited recourse to the assets from time to time comprised in the Cover Pool (as defined below). Payments made by the Guarantor under the Covered Bond Guarantee will be made subject to, and in accordance with, the relevant Priority of Payments (as defined below).

(d) *Programme Agreement and Subscription Agreements*

In respect of each Tranche of Covered Bonds issued under the Programme, the Relevant Dealer(s) (as defined below) has or have agreed to subscribe for the Covered Bonds and pay the Issuer the issue price for the Covered Bonds on the Issue Date under the terms of a programme agreement (the "**Programme Agreement**") between the Issuer, the Guarantor and the dealer(s) named therein (the "**Dealers**"), as supplemented (if applicable) by a subscription agreement entered into between the Issuer, the Guarantor and the Relevant Dealer(s) on or around the date of the relevant Final Terms in respect of the relevant Tranche (each a "**Subscription Agreement**"). In accordance with the Programme Agreement, the Relevant Dealer(s) has appointed or will appoint Securitisation Services S.p.A. as Representative of the Covered Bondholders (in such capacity, the "**Representative of the Covered Bondholders**"), as described in Condition 12 (*Representative of the Covered Bondholders*).

(e) *The Covered Bonds*

In these Conditions, references to "**Covered Bonds**" are to Covered Bonds of a Series subject to the relevant Final Terms and references to "**each Series of Covered Bonds**" are to (i) Covered Bonds of Series subject to the relevant Final Terms and (ii) each other Series of Covered Bonds issued under the Programme which remains outstanding from time to time.

The Covered Bonds may be Fixed Rate Covered Bonds, Floating Rate Covered Bonds or Zero Coupon Covered Bonds, depending upon the Interest Basis shown in the applicable Final Terms.

Where the applicable Final Terms specifies that an Extended Maturity Date applies to a Series of Covered Bonds, those Covered Bonds may be Fixed Rate Covered Bonds or Floating Rate Covered Bonds, depending upon the Interest Basis shown in the applicable Final Terms in respect of the period from the Issue Date to and including the Maturity Date, and Fixed Rate Covered Bonds or Floating Rate Covered Bonds, depending upon the Interest Basis shown in the applicable Final Terms in respect of the period from the Maturity Date up to and including the Extended Maturity Date, subject as specified in the applicable Final Terms.

The Covered Bonds may be scheduled to be redeemed at par on the Maturity Date or redeemable in two or more instalments if they are specified as Instalment Covered Bonds, depending on the Redemption/Payment Basis shown in the applicable Final Terms.

(f) *Rules of the Organisation of Covered Bondholders*

The Covered Bondholders are deemed to have notice of and are bound by and shall have the benefit of the terms of the rules of the organisation of the Covered Bondholders (the "**Rules of the Organisation of the Covered Bondholders**") which constitute an integral and essential part of these Conditions. The Rules of the Organisation of the Covered Bondholders are attached hereto as a schedule. The rights and powers of the Representative of the Covered Bondholders and the Covered Bondholders may be exercised only in accordance with the Rules of the Organisation of the Covered Bondholders. References in these Conditions to the Rules of the Organisation of the Covered Bondholders include such rules as from time to time modified in accordance with the provisions contained therein and any agreement or other document expressed to be supplemental thereto.

(g) *Summaries*

Certain provisions of these Conditions are summaries of the Transaction Documents (as defined below) and are subject to their detailed provisions. Covered Bondholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Transaction Documents applicable to them. In particular, each Covered Bondholder, by reason of holding one or more Covered Bonds, recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Covered Bondholders is a party as if such Covered Bondholder was itself a signatory thereto. Copies of the Transaction Documents are available for inspection by Covered Bondholders during normal business hours at the registered office of the Representative of the Covered Bondholders from time to time and, where applicable, at the Specified Offices of each of the Paying Agents.

1 Interpretation

(i) *Definitions*

In these Conditions, the following expressions have the following meanings:

"**Acceleration Notice**" means the notice served by the Representative of the Covered Bondholders on the Guarantor in accordance with the Intercreditor Agreement, upon the occurrence of a Guarantor Event of Default.

"**Account Banks**" means the Italian Account Bank and the English Account Bank.

"**Accounts**" means, collectively, the Italian Accounts and the English Accounts and "**Account**" means any one of them.

"**Accumulation Date**" means, following the service of an Acceleration Notice, the earlier of (i) each date on which the amount of the moneys at any time available to the Guarantor or to the Representative of the Covered Bondholders for the payments to be made in accordance with the Post-Guarantor Event of Default Priority of Payments shall be equal at least to 2 per cent. of the aggregate Outstanding Principal Balance of all Series of Covered Bonds, (ii) each day falling 10 Business Days before the day that, but for the service of an Acceleration Notice, would have been a Guarantor Payment Date and (iii) each Business Day designated as such by the Representative of the Covered Bondholders.

"**Accrual Yield**" has the meaning given to such term in the relevant Final Terms.

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms.

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms.

"**Additional Master Transfer Agreement**" means each master transfer agreement between the Guarantor and an Additional Seller providing for, *mutatis mutandis*, substantially the same terms and conditions as the BPER Master Transfer Agreement.

"**Additional Warranty and Indemnity Agreement**" means each warranty and indemnity agreement between the Guarantor and an Additional Seller providing for, *mutatis mutandis*, substantially the same terms and conditions as the BPER Warranty and Indemnity Agreement.

"**Additional Seller**" means any entity, other than the Initial Seller, which is or will be part of the *Gruppo Banca popolare dell'Emilia Romagna* that will accede to the Programme and sell Subsequent Receivables and/or Integration Assets (other than Eligible Deposits) to the Guarantor.

"**Additional Subordinated Loan Agreement**" means each subordinated loan agreement entered into between the Guarantor and the relevant Additional Seller as Subordinated Loan Provider providing for, *mutatis mutandis*, substantially the same terms and conditions as the BPER Subordinated Loan Agreement.

"**Adjusted Aggregate Loan Amount**" means the amount calculated pursuant to the formula set out in the Cover Pool Administration Agreement.

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Covered Bondholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(b) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner), is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer determines that no such industry standard is recognised or acknowledged);

(c) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) in accordance with Condition 5(j)(b) (*Successor Rate or Alternative Rate*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Covered Bonds.

"**Amortisation Test**" means the test intended to ensure that, following the occurrence of an Issuer Event of Default and service of a Notice to Pay (but prior to the service of an Acceleration Notice following the occurrence of a Guarantor Event of Default), on each Calculation Date and/or Monthly Calculation Date and/or on each other day on which the Amortisation Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents,

as the case may be, the Amortisation Test Aggregate Loan Amount is equal to or higher than the Outstanding Principal Balance of the Covered Bonds.

"**Amortisation Test Aggregate Loan Amount**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Article 74 Event Cure Notice**" means a notice delivered by the Representative of the Covered Bondholders (having received, if it deems appropriate, and being entitled to rely on, prior confirmation of such cure event having occurred from competent professionals) to the Issuer, the Guarantor and the Asset Monitor, informing such parties that the Article 74 Event has been cured.

"**Asset Coverage Test**" means the test which will be carried out pursuant to the terms of the Cover Pool Administration Agreement in order to ensure that, on the relevant Calculation Date and/or Monthly Calculation Date and/or on each other day on which the Asset Coverage Test is to be carried out pursuant to the provisions of the Cover Pool Administration Agreement and the other Transaction Documents, as the case may be, the Adjusted Aggregate Loan Amount is at least equal to the aggregate Outstanding Principal Balance of the Covered Bonds.

"**Asset Monitor**" means PricewaterhouseCoopers S.p.A., or any permitted successor or assignee thereof.

"**Asset Monitor Agreement**" means the Asset Monitor agreement entered into on or about the Initial Issue Date among, *inter alios,* the Asset Monitor, the Guarantor, the Representative of the Covered Bondholders and the Issuer.

"**Available Funds**" means (a) the Interest Available Funds, (b) the Principal Available Funds and (c) the Excess Proceeds.

"**Banking Act**" means Legislative Decree No. 385 of 1 September 1993, as amended and supplemented.

"**Benchmark Amendments**" has the meaning given to it in Condition 5(j)(d) (*Benchmark Amendments*).

"**Benchmark Event**" means:

(a) the Reference Rate ceasing be published for a period of at least 5 Business Days or ceasing to exist; or

(b) a public statement by the administrator of the Reference Rate that it will, by a specified date within the following six months, cease publishing the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or

(c) a public statement by the supervisor of the administrator of the Reference Rate, that the Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the Reference Rate will be prohibited from being used either generally, or in respect of the Covered Bonds, in each case within the following six months; or

(e) it has become unlawful for, the Principal Paying Agent, any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Covered Bondholders using the Reference Rate.

"**BPER Master Transfer Agreement**" means the master transfer agreement entered into on 2 November 2011, as subsequently amended, between BPER as the Initial Seller and the Guarantor.

"**BPER Subordinated Loan Agreement**" means the subordinated loan agreement entered into on 2 November 2011, as subsequently amended, between the Guarantor and BPER as Subordinated Loan Provider.

"**BPER Warranty and Indemnity Agreement**" means the warranty and indemnity agreement entered into on 2 November 2011, as subsequently amended, between the BPER as Initial Seller and the Guarantor.

"**Breach of Tests Notice**" means the notice to be delivered by the Representative of the Covered Bondholders to the Issuer and the Guarantor in accordance with the terms of the Cover Pool Administration Agreement.

"**Broken Amount**" has the meaning given to such term in the relevant Final Terms.

"**Business Day**" means a day on which banks are generally open for business in London, Milan and Luxembourg and on which the Target System (or any successor thereto) is open.

"**Business Day Convention**", in relation to any particular date, has the meaning given to such term in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought back to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred, *provided, however, that:*

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business

Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

"**Calculation Agent**" means BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa), acting as such pursuant to the Cash Management and Agency Agreement and the Cover Pool Administration Agreement or any permitted successor or assignee thereof.

"**Calculation Amount**" has the meaning given to such term in the relevant Final Terms.

"**Calculation Date**" means the 13th day of January, April, July and October or, if that day is not a Business Day, the immediate following Business Day. The first Calculation Date will fall on 13 April 2012.

"**Calculation Period**" means each Collection Period and, after the delivery of a Test Performance Report assessing that a breach of Test has occurred and is outstanding, each period beginning on (and including) the first day of a calendar month and ending on (and including) the last day of the same calendar month until such time the relevant breach of Test has been cured or otherwise remedied in accordance with the Cover Pool Administration Agreement.

"**Call Option**" has the meaning given to such term in the relevant Final Terms.

"**Cash Management and Agency Agreement**" means the cash management and agency agreement entered into on or about the Initial Issue Date between, *inter alios,* the Guarantor, the Italian Account Bank, the English Account Bank, the Cash Manager, the Representative of the Covered Bondholders, the Calculation Agent, the Guarantor Calculation Agent, the Investment Agent, the Italian Paying Agent, the Principal Paying Agent and the Servicer.

"**Cash Manager**" means BNP Paribas Securities Services, Milan branch.

"**CB Interest Period**" means each period beginning on (and including) a CB Payment Date (or, in case of the first CB Interest Period, the Interest Commencement Date) and ending on (but excluding) the next CB Payment Date (or, in case of the last CB Interest Period, the Maturity Date).

"**CB Payment Date**" means any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first CB Payment Date) or the previous CB Payment Date (in any other case).

"**Clearstream**" means Clearstream Banking, *société anonyme,* Luxembourg.

"**Collateral**" means (i) prior to the occurrence of an Early Termination Date (as defined in the relevant Swap Agreement) for the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable), the amount and/or securities (if any) standing to the credit of the account into which the collateral posted pursuant to the relevant Swap Agreement is held (each a "**Collateral Account**"); and (ii)

following the date on which the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) is terminated, the moneys and/or securities (if any) standing to the credit of the relevant Collateral Account in an amount equal to the Excess Swap Collateral.

"**Collection Accounts**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Collection Period**" means (a) prior to the service of an Acceleration Notice, each period commencing on (and including) the first calendar day of January, April, July and October and ending on (and including) the last calendar day of March, June, September and December, and in the case of the first Collection Period, commencing on (and excluding) the Initial Valuation Date and ending on (and including) 31 March 2012, and (b) following the service of an Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date.

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

"**Corporate Servicer**" means Securitisation Services S.p.A. or any permitted successor or assignee thereof.

"**Corporate Services Agreement**" means the corporate services agreement entered into on or about the Initial Issue Date between the Corporate Servicer and the Guarantor.

"**Cover Pool**" means the Receivables and the Integration Assets held by the Guarantor from time to time.

"**Cover Pool Administration Agreement**" means the Cover Pool administration agreement entered into on or about the Initial Issue Date between, *inter alios,* the Issuer, the Seller, the Guarantor, the Representative of the Covered Bondholders and the Calculation Agent.

"**Cover Pool Manager**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Covered Bondholders**" means the holders from time to time of Covered Bonds, title to which is evidenced in the manner described in Condition 2 (*Form, Denomination and Title*).

"**Covered Bond Swap**" means each covered bond swap agreement which may be entered into between the Guarantor and the relevant Covered Bond Swap Counterparty in order to hedge certain interest rate, basis, and, if applicable, currency risks in respect of amounts received by the Guarantor under the Mortgage Pool Swaps and the Covered Bonds.

"**Covered Bond Swap Counterparty**" means each entity acting as such under a Covered Bond Swap.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Covered Bond for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting a CB Interest Period) (the "**OBG Calculation Period**"):

(i) if "**Actual/Actual (ICMA)**" is specified in the relevant Final Terms:

(a) if the OBG Calculation Period is equal to or shorter than the Regular Period during which it falls, the number of days in the OBG Calculation Period divided by the product of (x) the number of days in such Regular Period and (y) the number of Regular Periods normally ending in any year; and

(b) if the OBG Calculation Period is longer than one Regular Period, the sum of:

(A) the number of days in such OBG Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the number of days in such OBG Calculation Period falling in the next Regular Period divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;

(ii) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is specified in the relevant Final Terms, the actual number of days in the OBG Calculation Period divided by 365 (or, if any portion of the OBG Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the OBG Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the OBG Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the OBG Calculation Period divided by 365;

(iv) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the OBG Calculation Period divided by 360;

(v) if "**30/360**" "**360/360**" or "**Bond Basis**" is specified in the relevant Final Terms, the number of days in the OBG Calculation Period divided by 360, calculated on a formula basis as follows:

$$\textit{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the OBG Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the OBG Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the OBG Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the OBG Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vi) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of days in the OBG Calculation Period divided by 360, calculated on a formula basis as follows:

$$\textit{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the OBG Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the OBG Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the OBG Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the OBG Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(vii) if "**30E/360 (ISDA)**" is specified in the relevant Final Terms, the number of days in the OBG Calculation Period divided by 360, calculated on a formula basis as follows:

$$\textit{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the OBG Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the OBG Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the OBG Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the OBG Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the OBG Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

"**Dealer**" means NatWest Markets N.V. and any other entity which may be appointed as such by the Issuer pursuant to the Programme Agreement.

"**Due for Payment Date**" means (a) at any time prior to the service of an Acceleration Notice, a Scheduled Due for Payment Date (as defined below) or (b) at any time following the service of an Acceleration Notice, the date on which the Acceleration Notice is served on the Guarantor. If the Due for Payment Date is not a Business Day, the date determined in accordance with the Business Day Convention specified as applicable in the relevant Final Terms.

"**Earliest Maturing Covered Bonds**" means, at any time, the relevant Series of Covered Bonds that has the earliest Maturity Date as specified in the applicable Final Terms.

"**Early Redemption Amount**" means, in respect of any Tranche of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

"**Early Redemption Date**" means, as applicable, the Optional Redemption Date (Call), the Optional Redemption Date (Put) or the date on which any Series of Covered Bonds is to be redeemed pursuant to Condition 7(c) (*Redemption for tax reasons*) or Condition 7(g) (*Redemption due to illegality*).

"**Early Termination Amount**" means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms.

"**Eligible Deposits**" means the deposits held with banks having their registered office in Eligible States pursuant to article 2, paragraph 3 of the MEF Decree.

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America (a) whose short-term bank deposits are rated at least "P-1" by Moody's and whose long-term bank deposits are rated at least "A2" by Moody's or (b) whose obligations under the Transaction Documents to which it is a party are guaranteed in compliance with the Rating Agency's criteria by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America, whose short-term bank deposits are rated at least P-1 by Moody's and whose long-term bank deposits are rated at least "A2" by Moody's.

"**Eligible Investment**" means

(A) euro-denominated senior (unsubordinated) debt securities or other debt instruments provided that (i) such investments are immediately repayable on demand at par together with accrued and unpaid interest, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date; (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and (iii) the debt securities or other debt instruments are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least (1) either "Baa3" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-3" by Moody's in respect of short-term debt, with regard to investments having a maturity of less than one month, or such other lower rating being compliant with the criteria established by Moody's from time to time; (2) either "Baa2" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-2" by Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other lower rating being compliant with the criteria established by Moody's from time to time;

(B) euro-denominated demand and time deposits in, certificates of deposit of and bankers' acceptances issued by any credit institution (including, without limitation, the English Account Bank and the Italian Account Bank, provided that they qualify as an Eligible Institution) qualifying as Eligible Institution, provided that such investments shall have a minimum rating equal to the ones reported on the following table:

Maturity	Rating Moody's

Up to 9 months	"Baa2" in respect of long-term debt or, if no long-term rating is available, "P-2" in respect of short-term debt"
Up to 1 month	"Baa3" in respect of long-term debt or, if no long-term rating is available, "P-3" in respect of short-term debt

(C) any eligible asset and/or public entity securities, in each case pursuant to the OBG Regulations, provided that, in all cases, such investments shall from time to time comply with Moody's requirements in respect of type of asset, minimum rating and maturity;

(D) repurchase transactions in respect of euro-denominated debt securities or other debt instruments provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Guarantor, (ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date and (iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount) provided that either (a) the debt securities or other debt instruments underlying the repurchase transactions are issued by, or fully and unconditionally guaranteed on an unsubordinated basis by, or (b) the counterparty of the Guarantor under the repurchase transaction is a credit institution whose unsecured and unsubordinated debt obligations are rated at least (1) either "Baa3" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-3" by Moody's in respect of short-term debt, with regard to investments having a maturity of less than one month, or such other lower rating being compliant with the criteria established by Moody's from time to time; (2) either "Baa2" by Moody's in respect of long-term debt or, if no long-term rating by Moody's is available, "P-2" by Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other lower rating being compliant with the criteria established by Moody's from time to time; and

(E) securities lending transactions with the counterparty acting as borrower regulated under the Global Master Securities Agreements governed by English law provided that (i) the underlying securities comply with the requirements set out in paragraph (A) above, (ii) the counterparty acting as borrower of the Guarantor acting as lender under the securities lending transaction is a credit institution (including, without limitation, the English Account Bank and the Italian Account Bank, to the extent they qualify as Eligible Institutions) qualifying as an Eligible Institution, (iii) such securities lending transactions are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling no later than the immediately following Liquidation Date, (iv) the counterparty acting as borrower of the Guarantor has acceded to the Intercreditor Agreement and has agreed to be bound by the provisions thereof and (v) in case of downgrade of the relevant counterparty below the minimum ratings by Moody's, the Guarantor shall terminate in advance the securities lending transaction within 35 calendar days from the downgrade,

provided that, in any event, (i) none of the investments set out above may consist, in whole or in part, actually or potentially, of credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Guarantor in the context of the Programme otherwise be invested in any such instruments at any time and (ii) no amount available to the Guarantor in the context of the Programme may be otherwise invested in asset-backed securities, irrespective of their subordination, status, or ranking at any time.

"**Eligible States**" means any country belonging to the European Economic Area, Switzerland and any other country attracting a zero per cent. risk weighting factor under the standardised method provided for by Directive 2006/48/EC of the European Parliament and of the Council of 14 June 2006 relating to the taking up and pursuit of the business of credit institutions.

"**English Account Bank**" means BNP Paribas Securities Services, London branch or any permitted successor or assignee thereof.

"**English Accounts**" means, collectively, the Transaction Account, the Reserve Account and the Collateral Account(s) and "**English Account**" means any one of them.

"**English Law Deed of Charge and Assignment**" means a deed of charge under English law to be executed on or around the Initial Issue Date between the Guarantor and the Representative of the Covered Bondholders acting on its own behalf and as trustee of the Secured Creditors.

"**Estense Cover Pool Report Date**" means 15 Business Days following each Guarantor Payment Date.

"**EURIBOR**" has the meaning given to such term in Condition 5(c).

"**Euro**", "**€**" and "**EUR**" refer to the single currency of member states of the European Union which adopt the single currency introduced in accordance with the treaty establishing the European Community.

"**Euro Equivalent**" means, at any date, in relation to a loan, a bond or any other asset, the aggregate nominal principal amount outstanding of such loan, bond, or asset as at such date denominated in Euro where, if denominated in another currency, the exchange rate corresponds to (i) the current exchange rate fixed by the Calculation Agent in accordance with its usual practice at that time for calculating that equivalent should any currency hedging agreement not be in place or (ii) the exchange rate indicated in the relevant currency hedging agreement if such agreement is in place.

"**Euroclear**" means Euroclear Bank S.A./N.V.

"**Excess Proceeds**" means the amounts collected, received or recovered by the Guarantor as a result of any enforcement taken *vis-à-vis* the Issuer in accordance with article 4, paragraph 3 of the MEF Decree.

"**Excess Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the relevant Swap Counterparty to the Guarantor in respect of the relevant Swap Counterparty's obligations to transfer collateral to the Guarantor under the credit support annex to the relevant Swap Agreement (i) which is in excess of the termination payment (if any) that would have otherwise been payable by the relevant Swap Counterparty to the Guarantor had the collateral not been provided under the credit support annex to the relevant Swap Agreement as at the date of termination of the relevant Covered Bond Swap or Mortgage Pool Swap (as applicable) or (ii) which the relevant Swap Counterparty is otherwise entitled to have returned to it under the terms of the relevant Swap Agreement.

"**Expenses Account**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Extended Maturity Date**" means, in relation to any Series of Covered Bonds, the date if any specified as such in the relevant Final Terms on which the payment of all or (as applicable) part of the Final Redemption Amount otherwise payable on the Maturity Date will be deferred pursuant to Condition 7(b) (*Extension of maturity*).

"**Extension Determination Date**" means the date falling seven Business Days after the Maturity Date of the relevant Series of Covered Bonds.

"**Extraordinary Resolution**" has the meaning given to such term in the Rules of the Organisation of the Covered Bondholders attached to these Conditions.

"**Final Redemption Amount**" means, with respect to a Tranche of Covered Bonds, the amount specified in, or determined in the manner specified in, the applicable Final Terms which, in respect of any Series of Covered Bonds other than Zero Coupon Covered Bonds, shall be equal to the nominal amount of the relevant Covered Bond.

"**Fixed Coupon Amount**" has the meaning given to such term in the relevant Final Terms.

"**Fixed Rate Covered Bond**" means a Covered Bond specified as such in the relevant Final Terms.

"**Fixed Rate Provisions**" means the relevant provisions set out in Condition 4 (*Fixed Rate Provisions*).

"**Floating Rate Covered Bond**" means a Covered Bond specified as such in the relevant Final Terms.

"**Floating Rate Provisions**" means the relevant provisions set out in Condition 5 (*Floating Rate Interest Provisions*).

"**Guaranteed Amounts**" means (i) prior to the service of an Acceleration Notice, with respect to any Scheduled Due for Payment Date, the sum of amounts equal to the Scheduled Interest and the Scheduled Principal, in each case, payable on that Scheduled Due for Payment Date, or (ii) after the service of an Acceleration Notice, an amount equal to the relevant Early Redemption Amount plus all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds, including all Additional Scheduled Interest Amounts and all Additional Scheduled Principal Amounts (whenever the same arose) and any other amount payable by the Guarantor under the Covered Bonds, provided that any Guaranteed Amounts representing interest paid after the Maturity Date (or Extended Maturity Date, as the case may be) shall be paid on such dates and at such rates as specified in the relevant Final Terms. The Guaranteed Amounts include any Guaranteed Amount that was paid by or on behalf of the Issuer to the Covered Bondholders to the extent it has been clawed back and recovered from the Covered Bondholders by the receiver, conservator, debtor-in-possession or trustee in bankruptcy or other insolvency or similar official for the Issuer, named or identified in the Order, and has not been paid or recovered from any other source (the "**Clawed Back Amounts**").

"**Guarantor Calculation Agent**" means Securitisation Services S.p.A., acting as such pursuant to the Cash Management and Agency Agreement or any permitted successor or assignee thereof.

"**Guarantor Events of Default**" has the meaning given to such term in Condition 10(c) (*Guarantor Events of Default*).

"**Guarantor Payment Date**" means (a) prior to the service of an Acceleration Notice, the 22nd day of January, April, July and October or if any such day is not a Business Day, the following Business Day or (b) following the service of an Acceleration Notice, the day falling 10 Business Days after the Accumulation Date.

"**Hard Bullet Covered Bonds**" means the Series of Covered Bonds in relation to which (i) no Extended Maturity Date is specified to be applicable in the relevant Final Terms; (ii) the Final Redemption Amount will be due for payment on the Maturity Date; and (iii) the Pre-Maturity Test shall apply.

"**In Arrears**" means, in respect of any Mortgage Loans, any amount which has become due and payable by the relevant obligor or guarantor but has remained unpaid for more than five consecutive Business Days.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(j)(a) (*Independent Adviser*)

"**Initial Issue Date**" means the date on which the Issuer will issue the first Series of Covered Bonds.

"**Initial Receivables**" means the first portfolio of monetary claims arising from Mortgage Loans transferred by the Initial Seller to the Guarantor pursuant to the BPER Master Transfer Agreement.

"**Initial Seller**" means BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa).

"**Initial Valuation Date**" means 30 September 2011.

"**Instalment Covered Bonds**" means Covered Bonds specified as being redeemable in instalments in the relevant Final Terms.

"**Integration Assets**" means the assets mentioned in article 2, paragraph 3, points 2 and 3 of the MEF Decree consisting of (i) Eligible Deposits; and (ii) securities issued by banks residing in Eligible States with residual maturity not greater than one year, in each case meeting the requirements set out in the definition of Eligible Investments.

"**Intercreditor Agreement**" means the agreement entered into on or about the Initial Issue Date between, *inter alios,* the Guarantor, the Servicer, the Issuer, the Representative of the Covered Bondholders and the other Secured Creditors.

"**Interest Amount**" means:

(i) in relation to any Series of Covered Bonds which are Fixed Rate Covered Bonds, and unless otherwise specified in the relevant Final Terms, the amount of interest determined in accordance with the Fixed Rate Provisions; and

(ii) in relation to any Series of Covered Bonds which are Floating Rate Covered Bonds, the amount of interest payable per Calculation Amount for the relevant CB Interest Period.

"**Interest Available Funds**" means, in respect of any Guarantor Payment Date, the aggregate of:

(A) any interest component collected by the Servicer in respect of the Receivables and credited into the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date together with any amount retained in the Transaction Account from the Interest Available Funds on the preceding Guarantor Payment Date (if any);

(B) without duplication of (A) above, an amount equal to the interest components invested in Eligible Investments (if any) during the Collection Period preceding the relevant Guarantor Payment Date, following liquidation thereof;

(C) all recoveries in the nature of interest and penalties received by the Servicer and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date;

(D) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts and on the Eligible Deposits during the Collection Period preceding the relevant Guarantor Payment Date;

(E) all interest amounts received from the Eligible Investments during the Collection Period preceding the relevant Guarantor Payment Date;

(F) any amount received in respect of such Guarantor Payment Date under the Mortgage Pool Swaps;

(G) any amount received in respect of such Guarantor Payment Date under the Covered Bond Swaps;

(H) any premium received (net of any costs reasonably incurred by the Guarantor (if any) to find a replacement swap counterparty), if any, by the Guarantor from a replacement swap counterparty in consideration for entering into a swap transaction with the Guarantor on the same terms as the Mortgage Pool Swaps or the Covered Bond Swaps (as applicable), upon termination of the relevant Swap Agreement;

(I) any amount standing to the credit of the Reserve Account in excess of the Required Reserve Amount; prior to the service of an Acceleration Notice on the Guarantor, any amount standing to the credit of the Reserve Account (but excluding item (B)(b) of the definition of Required Reserve Amount calculated as at the relevant Guarantor Payment Date), in each case at the end of the Collection Period preceding the relevant Guarantor Payment Date; following the service of an Acceleration Notice on the Guarantor, any amount standing to the credit of the Reserve Account; and, on the Guarantor Payment Date on which all Covered Bonds have been redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amount standing to the credit of the Reserve Account;

(J) on the Guarantor Payment Date on which all Covered Bonds have been redeemed or cancelled in full and no more Covered Bonds may be issued under the Programme, any amount standing to the credit of the Expenses Account; and

(K) any amount (other than the amounts already allocated under other items of the Interest Available Funds or Principal Available Funds) received by the Guarantor from any party to the Transaction Documents during the immediately preceding Collection Period,

but excluding (i) any amount representing principal received in respect of such Guarantor Payment Date under the Covered Bond Swaps which are currency swaps; (ii) any amount paid by the relevant Swap Counterparty upon termination of the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) in respect of any termination payment and, until a replacement swap counterparty has been found, exceeding the net amounts which would have been due and payable by the relevant Swap Counterparty with respect to the next Guarantor Payment Date, had the relevant Covered Bond Swap and/or Mortgage Pool Swap (as applicable) not been terminated; (iii) the Collateral (if any); and (iv) any amount received by the Guarantor in respect of a Tax Credit (as defined in the relevant Swap Agreement).

"**Interest Basis**" has the meaning given to such term in the relevant Final Terms.

"**Interest Commencement Date**" means, in relation to any Tranche of Covered Bonds, the Issue Date of such Covered Bonds or such other date as may be specified as Interest Commencement Date in the relevant Final Terms.

"**Interest Coverage Test**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Interest Determination Date**" has the meaning given to such term in the relevant Final Terms.

"**Investment Account**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Investment Agent**" means BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) or any permitted successor or assignee thereof.

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of Covered Bonds.

"**ISDA Determination**" means that the Rate of Interest will be determined in accordance with Condition 5(c) (ii) (*ISDA Determination for Floating Rate Covered Bonds*).

"**Issue Date**" means the date of issue of a Tranche of Covered Bonds as specified in the relevant Final Terms.

"**Issue Price**" has the meaning given to such term in the relevant Final Terms.

"**Issuer Event of Default**" has the meaning given to such term in Condition 10(a) (*Issuer Events of Default*).

"**Italian Account Bank**" means BNP Paribas Securities Services, Milan branch or any permitted successor or assignee thereof.

"**Italian Accounts**" means the Collection Accounts, the Expenses Account, the Securities Account (if any) and the Investment Account (if any).

"**Italian Deed of Pledge**" means a deed of pledge under Italian law to be executed on or around the Initial Issue Date between the Guarantor and the Representative of the Covered Bondholders acting on its own behalf and on behalf of the Secured Creditors.

"**Italian Paying Agent**" means BNP Paribas Securities Services, Milan branch or any permitted successor or assignee thereof.

"**Liquidation Date**" means (a) one Business Day prior to the relevant Payments Report Date for any investment made by using Available Funds other than Principal Available Funds or (b) one Business Day prior to the Payments Report Date falling nine months after the Payments Report Date immediately preceding the Investment Date on which investments were made by using Principal Available Funds.

"**Listing Agent**" means BNP Paribas Securities Services, Luxembourg branch.

"**Mandate Agreement**" means the mandate agreement entered into on or about the Initial Issue Date between the Representative of the Covered Bondholders and the Guarantor.

"**Mandatory Tests**" means the tests provided for under article 3 of the MEF Decree and namely the Nominal Value Test, the NPV Test and the Interest Coverage Test.

"**Margin**" has the meaning given to such term in the relevant Final Terms.

"**Master Transfer Agreements**" means the BPER Master Transfer Agreement and each Additional Master Transfer Agreement (if any) and each of them a "**Master Transfer Agreement**", as the context requires.

"**Maturity Date**" has the meaning given to such term in the relevant Final Terms.

"**Maximum Rate of Interest**" has the meaning given to such term in the relevant Final Terms.

"**Maximum Redemption Amount**" has the meaning given to such term in the relevant Final Terms.

"**Meeting**" has the meaning given to such term in the Rules of the Organisation of the Covered Bondholders.

"**Minimum Rate of Interest**" has the meaning given to such term in the relevant Final Terms.

"**Minimum Redemption Amount**" has the meaning given to such term in the relevant Final Terms.

"**Monte Titoli**" means Monte Titoli S.p.A., a *società per azioni* having its registered office at Piazza degli Affari 6, 20123 Milan, Italy.

"**Monte Titoli Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System).

"**Monthly Calculation Date**" means, following the delivery of a Test Performance Report assessing that a breach of Test has occurred, the 13th day of the month immediately following the date of such Test Performance Report and, thereafter, the 13th day of each month until the relevant breach of Test has been cured or otherwise remedied in accordance with the Cover Pool Administration Agreement, or, if any such day is not a Business Day, the immediately following Business Day.

"**Moody's**" means Moody's Investors Service Limited.

"**Mortgage Loans**" means Italian residential mortgage loans (*mutui ipotecari residenziali*) having the characteristics set out in article 2, paragraph 1, lett. (a) of the MEF Decree.

"**Mortgage Pool Swap**" means each mortgage pool swap agreement which may be entered into between the Guarantor and the relevant Mortgage Pool Swap Counterparty in order to hedge interest rate risk on the Cover Pool or a portion thereof.

"**Mortgage Pool Swap Counterparty**" means each swap counterparty which agrees to act as such under a Mortgage Pool Swap.

"**Negative Carry Factor**") means 0.50 per cent.

"**Nominal Value Test**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Non Performing Loan**" means a receivable which has been for at least 180 consecutive days In Arrears, or which has been classified as a *credito in sofferenza* pursuant to the Servicing Agreement.

"**Notice to Pay**" means the notice to be served by the Representative of the Covered Bondholders on the Issuer and the Guarantor pursuant to the Intercreditor Agreement upon the occurrence of an Issuer Event of Default.

"**NPV Test**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Official Gazette**" means the *Gazzetta Ufficiale della Repubblica Italiana*.

"**Optional Redemption Amount (Call)**" means, in respect of any Tranche of Covered Bonds, the principal amount of such Tranche or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

"**Optional Redemption Amount (Put)**" means, in respect of any Tranche of Covered Bonds, the principal amount of such Tranche or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

"**Optional Redemption Date (Call)**" has the meaning given to such term in the relevant Final Terms.

"**Optional Redemption Date (Put)**" has the meaning given to such term in the relevant Final Terms.

"**Order**" means a final, non-appealable judicial decision, ruling or award from a court of competent jurisdiction.

"**Organisation of the Covered Bondholders**" means the organisation of the Covered Bondholders created by the issue and subscription of the first Series of Covered Bonds and regulated by the Rules of the Organisation of the Covered Bondholders attached hereto as a schedule.

"**Outstanding Principal Balance**" means, at any date, in relation to a loan, a bond, a Series of Covered Bonds or any other asset, the aggregate nominal principal amount outstanding (including, for the avoidance of doubt, any principal fallen due but unpaid) of such loan, bond, Series of Covered Bonds or asset at such date.

"**Paying Agents**" means the Principal Paying Agent, the Italian Paying Agent and each other paying agent appointed from time to time under the terms of the Cash Management and Agency Agreement.

"**Payments Report Date**" means five Business Days following each Calculation Date.

"**Payment Business Day**" means a day on which banks in the relevant Place of Payment are open for payment of amounts due in respect of debt securities and for dealings in foreign currencies and any day which is:

(i) if the Specified Currency is Euro, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the Specified Currency is not Euro, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the country of the relevant Specified Currency and in each (if any) Additional Financial Centre.

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

"**Place of Payment**" means, in respect of any Covered Bondholder, the place in which the Monte Titoli Account Holder for which such Covered Bondholder receives payment of interest or principal on the Covered Bonds is located.

"**Post-Guarantor Event of Default Priority of Payments**" means the order of priority pursuant to which the Available Funds shall be applied on each Guarantor Payment Date following the delivery of an Acceleration Notice, as set out in the Intercreditor Agreement.

"**Pre-Issuer Event of Default Interest Priority of Payments**" means the order of priority pursuant to which the Interest Available Funds shall be applied on each Guarantor Payment Date prior to the delivery of a Notice to Pay, as set out in the Intercreditor Agreement.

"**Pre-Issuer Event of Default Principal Priority of Payments**" means the order of priority pursuant to which the Principal Available Funds shall be applied on each Guarantor Payment Date prior to the delivery of a Notice to Pay, as set out in the Intercreditor Agreement.

"**Post-Issuer Event of Default Priority of Payments**" means the order of priority pursuant to which the Available Funds shall be applied on each Guarantor Payment Date following the delivery of a Notice to Pay, as set out in the Intercreditor Agreement.

"**Pre-Maturity Account**" means the account to be opened, if required, to hold amounts aimed at providing compliance with the Pre-Maturity Test.

"**Pre-Maturity Collateral Amount**" has the meaning given to such term in Condition 7(m) (*Pre-Maturity Test*).

"**Pre-Maturity Rating Period**" means the period of 12 months preceding the Maturity Date of the relevant Series of Hard Bullet Covered Bonds.

"**Pre-Maturity Test**" has the meaning given to such term in Condition 7(m) (*Pre-Maturity Test*).

"**Pre-Maturity Test Breach Notice**" has the meaning given to such term in Condition 7(m) (*Pre-Maturity Test*).

"**Pre-Maturity Test Date**" means any Business Day falling during the Pre-Maturity Rating Period, prior to the occurrence of an Issuer Event of Default.

"**Principal Available Funds**" means in respect of any Guarantor Payment Date, the aggregate of:

(a) all principal amounts collected by the Servicer in respect of the Receivables and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date together with any amount retained in the Transaction Account from the Principal Available Funds on the preceding Guarantor Payment Date (if any);

(b) all other recoveries in the nature of principal collected by the Servicer and credited to the Transaction Account during the Collection Period preceding the relevant Guarantor Payment Date;

(c) all proceeds deriving from the sale, if any, of the Receivables during the Collection Period preceding the relevant Guarantor Payment Date;

(d) without duplication with any of the other items of this definition, an amount equal to the principal amounts invested in Eligible Investments (if any) following liquidation thereof on the Liquidation Date immediately preceding the relevant Guarantor Payment Date;

(e) all amounts representing principal received in respect of such Guarantor Payment Date under any Covered Bond Swap which is a currency swap, if any;

(f) amounts standing to the credit of the Pre-Maturity Account at the end of the Collection Period preceding the relevant Guarantor Payment Date;

(g) any amount to be transferred pursuant to item (vi) of the Pre-Issuer Event of Default Interest Priority of Payments;

(h) any amount (other than the amounts already allocated under other items of the Interest Available Funds or the Principal Available Funds) received by the Guarantor from any party to the Transaction Documents during the immediately preceding Collection Period; and

(i) all amounts of principal standing to the credit of the Eligible Deposits at the end of the Collection Period preceding the relevant Guarantor Payment Date,

but excluding (i) any amount paid by the relevant Covered Bond Swap Counterparty upon termination of the relevant Covered Bond Swap, which is a currency swap, in respect of any termination payment and, until a replacement swap counterparty has been found, exceeding the net amounts which would have been due and payable by the relevant Covered Bond Swap Counterparty with respect to the next Guarantor Payment Date, had the relevant Covered Bond Swap, which is a currency swap, not been terminated; (ii) the Collateral (if any); and (iii) any amount received by the Guarantor in respect of a Tax Credit (as defined in the relevant Swap Agreement).

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency, *provided, however, that:*

(i) in relation to Euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Principal Paying Agent; and

(ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Principal Paying Agent.

"**Principal Paying Agent**" means BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) or any permitted successor or assignee thereof.

"**Priority of Payments**" means, as the context requires, any of the Pre-Issuer Event of Default Interest Priority of Payments, Pre-Issuer Event of Default Principal Priority of Payments, Post-Issuer Event of Default Priority of Payments or Post-Guarantor Event of Default Priority of Payments.

"**Programme Limit**" means up to Euro 7,000,000,000 (and, for this purpose, any Covered Bonds (*Obbligazioni Bancarie Garantite*) denominated in another currency shall be translated into Euro at the date of the agreement to issue such Covered Bonds, and the Euro exchange rate used shall be included in the Final Terms) in aggregate principal amount of Covered Bonds outstanding at any one time.

"**Programme Resolution**" has the meaning given to such term in the Rules of the Organisation of the Covered Bondholders.

"**Put Option**" has the meaning given to such term in the relevant Final Terms.

"**Put Option Notice**" means a notice which must be delivered to the Principal Paying Agent and the Representative of the Covered Bondholders by any Covered Bondholder intending to exercise its right to redeem Covered Bonds in accordance with Condition 7(f) (*Redemption at the option of Covered Bondholders*).

"**Put Option Receipt**" means a receipt issued by the Principal Paying Agent to a depositing Covered Bondholder upon deposit of the Covered Bond with such Principal Paying Agent by any Covered Bondholder intending to exercise its right to redeem Covered Bonds in accordance with Condition 7(f) (*Redemption at the option of Covered Bondholders*).

"**Quotaholders' Agreement**" means the quotaholders' agreement executed on or about the Initial Issue Date by, *inter alios,* the Issuer and SVM Securitisation Vehicles Management S.r.l.

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Series of Covered Bonds specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms.

"**Rating Agency**" means Moody's.

"**Receivables**" means, collectively, the Initial Receivables, the Subsequent Receivables and the monetary receivables arising under any other eligible assets pursuant to the OBG Regulations and Integration Assets, other than Eligible Deposits, from time to time comprised in the Cover Pool.

"**Redemption/Payment Basis**" has the meaning given to such term in the relevant Final Terms.

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms.

"**Reference Banks**" has the meaning given to such term in the relevant Final Terms or, if none, four major banks selected by the Principal Paying Agent in the market that is most closely connected with the Reference Rate.

"**Reference Price**" has the meaning given to such term in the relevant Final Terms.

"**Reference Rate**" has the meaning given to such term in the relevant Final Terms.

"**Registered Paying Agent**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Registrar**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Regular Period**" means:

(i) in the case of Covered Bonds where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first CB Payment Date and each successive period from and including one CB Payment Date to but excluding the next CB Payment Date;

(ii) in the case of Covered Bonds where, apart from the first CB Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any CB Payment Date falls; and

(iii) in the case of Covered Bonds where, apart from one CB Interest Period other than the first CB Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any CB Payment Date falls other than the CB Payment Date falling at the end of the irregular CB Interest Period.

"**Relevant Clearing System**" means Euroclear and/or Clearstream, and/or any other clearing system (other than Monte Titoli) specified in the relevant Final Terms as a clearing system through which payments under the Covered Bonds may be made.

"**Relevant Date**" means, in relation to any payment in respect of the Covered Bonds, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier)

the date which is seven days after that on which the Principal Paying Agent has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such seventh day (except to the extent that there is any subsequent default in payment).

"**Relevant Dealer(s)**" means, in relation to any Tranche, the Dealer or Dealers with or through whom an agreement to issue Covered Bonds has been concluded, or is being negotiated, by the Issuer.

"**Relevant Financial Centre**" has the meaning given to such term in the relevant Final Terms.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

"**Relevant Time**" has the meaning given to such term in the relevant Final Terms.

"**Representative of the Covered Bondholders**" means the entity that will act as representative of the holders of each Covered Bond pursuant to the Transaction Documents and any permitted successor or assignee thereof.

"**Required Redemption Amount**" means, in respect of any Series of Covered Bonds, the amount calculated as the Euro Equivalent of the Outstanding Principal Balance of such Series of Covered Bonds multiplied by (1+(Negative Carry Factor* (days to the Maturity Date (or the Extended Maturity Date if applicable) of the relevant Series of Covered Bonds /365))).

"**Required Reserve Amount**" means, in respect of each relevant Guarantor Payment Date:

(A) if the Issuer's short term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least "P-1" by Moody's, nil or such other amount as agreed between the Issuer and the Guarantor from time to time; otherwise

(B) an amount to be determined on each relevant Calculation Date which will be equal to the aggregate amount of:

(a) the aggregate amount payable on the immediately following Guarantor Payment Date in respect of items (ii) and (iii) of the Pre-Issuer Event of Default Interest Priority of Payments;

(b) the higher of (i) zero and (ii) the net amount that would be payable by the Guarantor on any relevant Covered Bond Swap in the immediately following three

months or, if no Covered Bond Swap has been entered into or if it has been entered into with BPER in relation to a Series of Covered Bonds, the interest amount due under that Series of Covered Bonds in the immediately following three months; and

(c) Euro 400,000.00.

"**Reserve Account**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Scheduled Due for Payment Date**" means:

(a) (i) each Scheduled Payment Date in respect of the relevant Guaranteed Amounts, and (ii) only with respect to the first Scheduled Payment Date immediately after the occurrence of an Issuer Event of Default, the day which is two Business Days following service of the Notice to Pay on the Guarantor in respect of such Guaranteed Amounts, if such Notice to Pay has not been served by the relevant Scheduled Payment Date; or

(b) if the applicable Final Terms specifies that an Extended Maturity Date is applicable to the relevant Series of Covered Bonds, the relevant CB Payment Date that would have been applicable if the Maturity Date of such Series of Covered Bonds had been the Extended Maturity Date and such other CB Payment Date(s) as specified in the relevant Final Terms.

"**Scheduled Interest**" means an amount equal to the amount in respect of interest which would have been due and payable under the Covered Bonds on each CB Payment Date as specified in the Conditions and the applicable Final Terms falling on or after service of a Notice to Pay on the Guarantor and, where applicable after the Maturity Date, such other amounts of interest as may be specified in the relevant Final Terms, in each case less any additional amounts the Issuer would be obliged to pay as result of any gross-up in respect of any withholding or deduction made in the circumstances set out in the Conditions. The Scheduled Interest shall: (i) prior to the service of an Acceleration Notice, exclude any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following the service of a Notice to Pay (the "**Additional Scheduled Interest Amounts**"); and (ii) after the service of an Acceleration Notice, include such Additional Scheduled Interest Amounts (whenever the same arose) had the Covered Bonds not become due and repayable prior to their Maturity Date or Extended Maturity Date (if so specified in the relevant Final Terms).

"**Scheduled Payment Date**" means, in relation to payments under the Covered Bond Guarantee, each CB Payment Date.

"**Scheduled Principal**" means an amount equal to the amount in respect of principal which would have been due and payable under the Covered Bonds on each CB Payment Date or the Maturity Date (as the case may be) as specified in the Conditions and the applicable Final Terms. The Scheduled Principal shall: (i) prior to the service of an Acceleration Notice, exclude any additional amount relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest payable by the Issuer following the service of a Notice to Pay (the "**Additional Scheduled Principal Amounts**"); and (ii) after the service of an Acceleration Notice, include such Additional Scheduled Principal Amounts (whenever the same arose) had the Covered Bonds not become due and repayable prior to their Maturity Date or, if the Final Terms specifies that an Extended Maturity Date is applicable to such relevant Series, such Extended Maturity Date.

"**Screen Rate Determination**" means that the Rate of Interest will be determined in accordance with Condition 5(c) (i) (*Screen Rate Determination for Floating Rate Covered Bonds*).

"**Secured Creditors**" means, collectively, the Covered Bondholders, the Representative of the Covered Bondholders (in its own capacity and as legal representative of the Covered Bondholders), the Initial Seller, the Additional Sellers (if any), the Subordinated Loan Provider(s), the Servicer, the Corporate Servicer, the Italian Account Bank, the English Account Bank, the Italian Paying Agent, the Investment Agent, the Swap Counterparties, the Cash Manager, the Asset Monitor, the Cover Pool Manager (if any), the Registered Paying Agent (if any), the Registrar (if any), the Guarantor Calculation Agent, the Calculation Agent and any additional party who accedes to the Intercreditor Agreement.

"**Securities Account**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Selected Assets**" has the meaning given to such term in the Cover Pool Administration Agreement.

"**Sellers**" means, collectively, the Initial Seller and the Additional Sellers (if any).

"**Series**" or "**Series of Covered Bonds**" means a series of Covered Bonds comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their Issue Price) have identical terms on issue and are expressed to have the same series number.

"**Servicer**" means BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) or any successor servicer appointed from time to time in respect of this Programme.

"**Servicer Report**" means the report prepared and submitted by the Servicer to the Guarantor, the Corporate Servicer, the Calculation Agent, the Representative of the Covered Bondholders, the Rating Agency, the Guarantor Calculation Agent and the Mortgage Pool Swap Counterparties, in the form set out in the Servicing Agreement, containing information as to the collections and recoveries made in respect of the Receivables during the preceding Collection Period.

"**Servicing Agreement**" means the servicing agreement entered into on 2 November 2011, as subsequently amended, between the Guarantor and the Servicer.

"**Specified Currency**" has the meaning given to such term in the relevant Final Terms.

"**Specified Denomination(s)**" means € 100,000 and integral multiples of € 1,000 in excess thereof or such higher denomination as may be specified in the applicable Final Terms (or its equivalent in another currency as at the date of issue of the relevant Covered Bonds).

"**Specified Office**" means, with reference to the Principal Paying Agent, its office at via Aristotele 195, Modena, Italy or such other office in the same city or town as the Principal Paying Agent may specify by notice to the Issuer and the other parties to the Cash Management and Agency Agreement in the manner provided therein.

"**Specified Period**" has the meaning given to such term in the relevant Final Terms.

"**Subordinated Loan Agreements**" means the BPER Subordinated Loan Agreement and each Additional Subordinated Loan Agreement (if any), and each of them a "**Subordinated Loan Agreement**", as the context requires.

"**Subordinated Loan Provider**" means any of BPER and the Additional Seller, and any respective successor thereof, appointed as subordinated loan provider in accordance with the terms of the relevant Subordinated Loan Agreement.

"**Subsequent Receivables**" means the further portfolios of monetary claims arising from Mortgage Loans, transferred or to be transferred to the Guarantor by (i) the Initial Seller pursuant to the BPER Master Transfer Agreement and/or (ii) by the Additional Sellers (if any) pursuant to the relevant Additional Master Transfer Agreement.

"**Subsidiary**" has the meaning given to such term in article 2359 of the Italian civil code.

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

"**Swap Agreements**" means, collectively, each Mortgage Pool Swap and each Covered Bond Swap.

"**Swap Counterparties**" means, collectively, the Mortgage Pool Swap Counterparties and the Covered Bond Swap Counterparties and "**Swap Counterparty**" means any one of them as the context requires.

"**Swap Trigger**" means the occurrence of an early termination of any Covered Bond Swap and/or Mortgage Pool Swap due to either:

(a) (i) the occurrence of a Rating Event and (ii) the failure by the relevant Swap Counterparty to take such action as is required in the relevant Swap Agreement to remedy such Rating Event; or

(b) the occurrence of an Event of Default (as defined in the relevant Swap Agreement (which, for the avoidance of doubt, is not the same as a Guarantor Event of Default or an Issuer Event of Default) and as designated as such by the Guarantor) in respect of the relevant Swap Counterparty.

"**TARGET Settlement Day**" means any day on which the TARGET System is open.

"**TARGET System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (known as TARGET2) which utilises a single shared platform and which was launched on 19 November 2007 or any successor thereto.

"**Test Performance Report**" means the report to be delivered, on each Calculation Date and/or Monthly Calculation Date and/or on any other date on which the Test is to be performed under the Transaction Documents, as the case may be, by the Calculation Agent pursuant to the terms of the Cover Pool Administration Agreement.

"**Tests**" means, collectively, the Mandatory Tests, the Asset Coverage Test and the Amortisation Test.

"**Transaction Account**" has the meaning given to such term in the Cash Management and Agency Agreement.

"**Transaction Documents**" means, collectively, the Master Transfer Agreements, the Warranty and Indemnity Agreements, the Servicing Agreement, the Intercreditor Agreement, the Cover Pool Administration Agreement, the Corporate Services Agreement, the Subordinated Loan Agreements, the Covered Bond Guarantee, the Cash Management and Agency Agreement, the Asset Monitor Agreement, the Programme Agreement, the Quotaholders' Agreement, the Italian Deed of Pledge, the Swap Agreements, the English Law Deed of Charge and Assignment, the Subscription Agreement, the Mandate Agreement, these Conditions, the Rules of the Organisation of the Covered Bondholders and any document or agreement which supplements, amends or restates the content of any of the above-mentioned documents and any further documents or agreement entered into in connection with the

Programme and designated as such by the Issuer, the Guarantor and the Representative of the Covered Bondholders.

"**Warranty and Indemnity Agreements**" means the BPER Warranty and Indemnity Agreement and the Additional Warranty and Indemnity Agreements (if any) and each of them a "**Warranty and Indemnity Agreement**", as the context requires.

"**Zero Coupon Covered Bond**" means a Covered Bond specified as such in the relevant Final Terms.

"**Zero Coupon Provisions**" means the relevant provisions set out in Condition 6 (*Zero Coupon Provisions*).

(ii) In these Conditions, the following events and the criteria are deemed to have occurred or been satisfied, as the case may be, as set out below:

an "**Insolvency Event**" will have occurred in respect of any bank, company or corporation if:

(a) such bank, company or corporation becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of the jurisdiction in which such bank, company or corporation is deemed to carry on business, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, receivership, arrangement, adjustment, protection or relief of debtors) or similar proceedings or the whole or any substantial part of the undertaking or assets of such bank, company or corporation are subject to a *pignoramento* or similar procedure having a similar effect (other than, in the case of the Guarantor, any portfolio of assets purchased by the Guarantor for the purposes of further programme of issuance of Covered Bonds), unless, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are being disputed by the Issuer in good faith with a reasonable prospect of success;

(b) an application for the commencement of any of the proceedings under paragraph (i) above is made in respect of or by such bank, company or corporation or the same proceedings are otherwise initiated against such bank, company or corporation or notice is given of an intention to appoint an administrator in relation to such bank, company or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success;

(c) such bank, company or corporation takes any action for a re-adjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than the Secured Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or

(d) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of such bank, 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 Covered

Bondholders) or any of the events under article 2484 of the Italian civil code occurs with respect to such bank, company or corporation; and

a "**Rating Event**" will have occurred in respect of a Swap Counterparty if the unsecured, unsubordinated debt obligations of such Swap Counterparty (or its guarantors) cease to be rated at least as high as the highest rating required under the relevant Swap Agreement.

(iii) *Interpretation*

In these Conditions:

(a) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 9 (*Taxation in the Republic of Italy*), any premium payable in respect of any Covered Bond and any other amount in the nature of principal payable pursuant to these Conditions;

(b) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation in the Republic of Italy*) and any other amount in the nature of interest payable pursuant to these Conditions;

(c) if an expression is stated in Condition 1(i) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable", then such expression is not applicable to the Covered Bonds;

(d) any reference to a Transaction Document shall be construed as a reference to such Transaction Document, as amended and/or supplemented from time to time;

(e) any reference to a party to a Transaction Document (other than the Issuer and the Guarantor) shall, where the context permits, include any Person who, in accordance with the terms of such Transaction Document, becomes a party thereto subsequent to the date thereof, whether by appointment as a successor to an existing party or by appointment or otherwise as an additional party to such document and whether in respect of the Programme generally or in respect of a Series only; and

(f) any reference to any Italian legislation (whether primary legislation or regulations or other subsidiary legislation enacted to implement primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

2 Form, Denomination and Title

The Covered Bonds are in the Specified Denomination(s), which may include a minimum denomination of Euro 100,000 (or, where the Specified Currency is a currency other than Euro, the equivalent amount in such Specified Currency) and higher integral multiples of a smaller amount, in each case as specified in the relevant Final Terms. The Covered Bonds will be issued in bearer form and in dematerialised form (*emesse in forma dematerializzata*) and will be wholly and exclusively deposited with Monte Titoli in accordance with article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, as amended, through the authorised institutions listed in article 83-*quater* of such legislative decree. The Covered Bonds will be held by Monte Titoli on behalf of the Covered Bondholders until redemption or cancellation thereof for the account of the relevant Monte Titoli Account Holder. Monte Titoli shall act as depository for Clearstream and Euroclear. The Covered Bonds will at all times be in book entry form and title to the Covered Bonds will be evidenced by, and title thereto will be transferred by means of, book entries in accordance with: (i) the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998; and (ii) the regulation issued by the Bank of

Italy and CONSOB on 13 August 2018, as subsequently amended, in each case as amended and supplemented from time to time. No physical documents of title will be issued in respect of the Covered Bonds. The rights and powers of the Covered Bondholders may only be exercised in accordance with these Conditions and the Rules of the Organisation of the Covered Bondholders.

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Covered Bondholders, the Guarantor and the Paying Agents may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Covered Bond, as the absolute owner of such Covered Bond for the purposes of payments to be made to the holder of such Covered Bond (whether or not the Covered Bond is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Covered Bond or any notice of any previous loss or theft of the Covered Bond) and shall not be liable for doing so.

3 Status and Guarantee

(a) *Status of the Covered Bonds*

The Covered Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* without preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding. In the event of a compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer, any funds realised and payable to the Covered Bondholders will be collected, received, or recovered by the Guarantor on their behalf.

(b) *Status of the Covered Bond Guarantee*

The payment of Guaranteed Amounts in respect of each Covered Bond when due for payment will be unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Covered Bond Guarantee. However, the Guarantor shall have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amount on the Due for Payment Date until the occurrence of an Issuer Event of Default and service by the Representative of the Covered Bondholders on the Issuer and the Guarantor of a Notice to Pay. Any payment made by the Guarantor under the Covered Bond Guarantee shall discharge the corresponding obligations of the Issuer under the Covered Bonds *vis-à-vis* the Covered Bondholders.

(c) *Priority of Payments*

Amounts due by the Guarantor pursuant to the Covered Bonds Guarantee shall be paid in accordance with the Priority of Payments, as set out in the Intercreditor Agreement, and recourse in respect of the Guarantor is limited in the manner described in Condition 13 (*Limited Recourse and Non-Petition*).

4 Fixed Rate Provisions

(a) *Application*

This Condition 4 (*Fixed Rate Provisions*) is applicable only to Covered Bonds in respect of which the Fixed Rate Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*

Each Fixed Rate Covered Bond bears interest on its Outstanding Principal Balance from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate of Interest. Interest payable in arrear on each CB Payment Date, subject as provided in

Condition 8 (*Payments*), up to (and excluding) the Maturity Date, or, as the case may be, the Extended Maturity Date. Each Covered Bond will cease to accrue interest on the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the applicable Rate of Interest in the manner provided under this Condition 4 (*Fixed Rate Provisions*) to the Relevant Date.

(c) *Fixed Coupon Amount and Broken Amount*

Except as provided in the applicable Final Terms, the amount of interest payable in respect of each Fixed Rate Covered Bond for any CB Interest Period in respect of which the Fixed Rate Provisions apply will amount to the relevant Fixed Coupon Amount and, if the Covered Bonds are in more than one Specified Denomination, will amount to the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination. Payments of interest on any CB Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount(s) so specified.

(d) *Calculation of interest amount*

If interest is required to be calculated for a period for which no Fixed Coupon Amount is specified in the applicable Final Terms, such interest shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency (half a sub-unit being rounded upwards). For this purpose, a "**sub-unit**" means, with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, means one cent.

5 Floating Rate Interest Provisions

(a) *Application*

This Condition 5 (*Floating Rate Interest Provisions*) is applicable only to Covered Bonds in respect of which the Floating Rate Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*

Each Floating Rate Covered Bond bears interest on its Outstanding Principal Balance from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate of Interest payable in arrear on each CB Payment Date, subject as provided in Condition 8 (*Payments*) up to (and excluding) the Maturity Date, or, as the case may be, the Extended Maturity Date. Each Covered Bond will cease to accrue interest on the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the applicable Rate of Interest in the manner provided under this Condition 5 to the Relevant Date.

(c) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds, will be determined in the manner specified in the applicable Final Terms.

(i) *Screen Rate Determination for Floating Rate Covered Bonds*

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each CB Interest Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If, in the case of (1) above, such rate does not appear on that page or, in the case of (2) above, fewer than three such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable in each case as at the Relevant Time, the Principal Paying Agent will:

(A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question; and

(B) if two or more of the Reference Banks provide the Principal Paying Agent with such offered quotations, determine the arithmetic mean of such quotations,

and if fewer than two such offered quotations are provided as requested, the Principal Paying Agent will determine the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Principal Paying Agent by major banks in the Principal Financial Centre of the Specified Currency, selected by the Principal Paying Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant CB Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant CB Interest Period and in an amount that is representative for a single transaction in that market at that time, and the Rate of Interest for such CB Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Principal Paying Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any CB Interest Period, the Rate of Interest applicable to the Covered Bonds during such CB Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Covered Bonds in respect of the preceding CB Interest Period.

(ii) *ISDA Determination for Floating Rate Covered Bonds*

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each CB Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (ii), "**ISDA Rate**" means, in relation to any CB Interest Period, a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent under an interest rate swap transaction if the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent were acting as Calculation Agent (as that term is

defined in the ISDA Definitions) for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms; and

(iii) the relevant Reset Date is either (A) if the relevant Floating Rate Option is based on the London inter bank offered rate ("**LIBOR**") or on the Euro-zone inter-bank offered rate ("**EURIBOR**"), the first day of that CB Interest Period or (B) in any other case, as specified in the relevant Final Terms.

For the purposes of this sub-paragraph (ii), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(d) *Maximum Rate of Interest and/or Minimum Rate of Interest*

If any Maximum Rate of Interest and/or Minimum Rate of Interest is specified in the relevant Final Terms for any CB Interest Period, then the applicable Rate of Interest in respect of such CB Interest Period shall in no event be greater than the Maximum Rate of Interest and/or be less than the Minimum Rate of Interest so specified, as the case may be.

(e) *Determination of Rate of Interest and calculation of Interest Amounts*

The Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each CB Interest Period, determine the Rate of Interest for the relevant CB Interest Period.

The Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent will calculate the Interest Amount payable in respect of each Floating Rate Covered Bond for such CB Interest Period. Each Interest Amount shall be equal to the product of the Rate of Interest, the Calculation Amount and the Day Count Fraction for such CB Interest Period, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Covered Bond divided by the Calculation Amount. For this purpose, a "**sub-unit**" means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.

(f) *Calculation of other amounts*

If the relevant Final Terms specifies that any other amount is to be calculated by the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent, then the Principal Paying Agent or such calculation agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Principal Paying Agent or the relevant calculation agent in the manner specified in the relevant Final Terms.

(g) *Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent will cause each Rate of Interest and Interest Amount for each CB Interest Period, the relevant CB Payment Date and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer, the Guarantor, the Italian Paying Agent and any

stock exchange on which the Floating Rate Covered Bond are for the time being listed and admitted to trading as soon as practicable after such determination, but (in the case of each Rate of Interest, Interest Amount and CB Payment Date) in any event not later than the first day of the relevant CB Interest Period. Notice thereof shall also promptly be given to the Covered Bondholders in accordance with Condition 16 (*Notices*). The Principal Paying Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant CB Interest Period. If the Calculation Amount is less than the minimum Specified Denomination, the Principal Paying Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Covered Bond having the minimum Specified Denomination.

(h) *Determination and calculation by the Representative of the Covered Bondholders*

If for any reason at any relevant time the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent does not for any reason comply with its obligation to determine the Rate of Interest or any Interest Amount in accordance with the above provisions or as otherwise specified in the applicable Final Terms, as the case may be, and in each case in accordance with paragraphs (f) and (g) above, the Representative of the Covered Bondholders shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Principal Paying Agent or, as the case may be, the calculation agent. In doing so, the Representative of the Covered Bondholders shall apply the foregoing provisions of this Condition 5 (*Floating Rate Interest Provisions*), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(i) *Notifications etc.*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 (*Floating Rate Interest Provisions*) by the Principal Paying Agent or, where the applicable Final Terms specifies a calculation agent, such calculation agent will (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Paying Agents and the Covered Bondholders and (subject as aforesaid) no liability to any such Person will attach to the Principal Paying Agent or the relevant calculation agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(j) *Fallback provisions*

(a) Independent Adviser

Notwithstanding the provisions above in respect of Covered Bonds whose Final Terms specifies the Floating Rate Provisions as being applicable, if a Benchmark Event occurs in relation to a Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(j)(b) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5(j)(c) (*Adjustment Spread*)) and whether any Benchmark Amendments (in accordance with Condition 5(j)(d) (*Benchmark Amendments*)) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

An Independent Adviser appointed pursuant to this Condition 5(j)(a) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad

faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the party responsible for determining the Rate of Interest applicable to the Covered Bond (being the Principal Paying Agent or such other party specified in the form of Final Terms) or the Covered Bondholders for any determination made by it pursuant to this Condition 5(j).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j)(a) prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, failing which, an Alternative Rate, provided however that if the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j)(a) prior to the relevant Interest Determination Date in the case of the Rate of Interest on Covered Bonds whose Final Terms specifies the Floating Rate Provisions as being applicable, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Covered Bonds whose Final Terms specifies the Floating Rate Provisions as being applicable in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest for Covered Bonds whose Final Terms specifies the Floating Rate Provisions as being applicable shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period (as applicable). For the avoidance of doubt, this Condition 5(j)(a) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(j)(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 5(j)(a) (*Independent Adviser*) prior to the relevant Interest Determination Date) acting in good faith and in a commercially reasonable manner determines that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(j)(c) (*Adjustment Spread*)) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 5(j)); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(j)(c) (*Adjustment Spread*) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 5(j)).

(c) Adjustment Spread

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition this 5(j) prior to the relevant Interest Determination

Date) acting in good faith and in a commercially reasonable manner determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(j) and the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 5(j)(a) prior to the relevant Interest Determination Date) acting in good faith and in a commercially reasonable manner determines (i) that amendments to these Conditions and the other Programme Documents, including but not limited to Relevant Screen Page, are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(j)(e) (*Notices*) and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent regulatory authority, without any requirement for the consent or approval of Covered Bondholders vary these Conditions and the other Programme Documents to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, the Representative of the Covered Bondholders together with the Guarantor, without any requirement for the consent or approval of the Covered Bondholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of an amendment agreement to the Programme Documents) and the Representative of the Covered Bondholders shall not be liable to any party for any consequences thereof, provided that if, in the opinion of the Covered Bondholders doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Covered Bondholders in these Conditions or the Programme Documents (including for the avoidance of doubt, any amendment to the Programme Documents), the Representative of the Covered Bondholders shall give effect to such Benchmark Amendments (including, *inter alia*, by the execution of any amendment agreement to the Programme Documents), subject to being indemnified and/or secured to its satisfaction by the Issuer.

In connection with any such variation in accordance with this Condition 5(j)(d), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period.

(e) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 6(j) will be notified promptly by the Issuer to the

Representative of the Covered Bondholders, the Guarantor Calculation Agent and each Paying Agent and, in accordance with Condition 17 (*Notices*), the Covered Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(e) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(j)(a) (*Independent Adviser*) to 5(j)(d) (*Benchmark Amendments*), the Reference Rate and the fallback provisions provided for in Condition 5 (*Floating Rate Provisions*) will continue to apply unless and until a Benchmark Event has occurred.

6 Zero Coupon Provisions

(a) *Application*

This Condition 6 (*Zero Coupon Provisions*) is applicable only to Covered Bonds in respect of which the Zero Coupon Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Covered Bonds*

If the Redemption Amount payable in respect of any Zero Coupon Covered Bond is improperly withheld or refused, the Redemption Amount shall thereafter be an amount calculated as provided in Condition 7(i) (*Early redemption of Zero Coupon Covered Bonds*) as though the references therein to the date fixed for the redemption were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Covered Bond have been paid; and

(ii) seven days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Covered Bond has been received by the Principal Paying Agent and notice to that effect has been given to the Covered Bondholders in accordance with Condition 16 (*Notices*).

7 Redemption and Purchase

(a) *At maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Covered Bond will be redeemed at its Final Redemption Amount in the relevant Specified Currency on the relevant Maturity Date, subject as provided in Condition 7(b) (*Extension of maturity*) and Condition 8 (*Payments*). If an Extended Maturity Date is not specified in the relevant Final Terms as applying for a Series of Covered Bonds, Condition 7(m) (*Pre-Maturity Test*) shall apply. If an Extended Maturity Date is specified in the applicable Final Terms as applying to a Series of Covered Bonds and, prior to the service of a Notice to Pay, the Issuer fails to redeem all of those Covered Bonds in full on the Maturity Date or within two Business Days thereafter, the maturity of the Covered Bonds and the date on which such Covered Bonds will be due and repayable for the purposes of these Conditions will be, subject to sub-paragraph (b) below, automatically extended up to but no later than the Extended Maturity Date. The Issuer shall confirm to the Principal Paying Agent as soon as reasonably practicable and in any event at least on the Extension Determination Date as to whether payment of the Final Redemption Amount in respect of the Covered Bonds will or will not be made in full on that Maturity Date or within two Business Days thereafter. Any failure by the Issuer to notify the Principal Paying Agent shall not affect the validity or effectiveness of the extension.

(b) *Extension of maturity*

(i) Without prejudice to Condition 10 (*Events of Default*), if an Extended Maturity Date is specified in the applicable Final Terms as applying to a Series of Covered Bonds and the Issuer has failed to redeem all of those Covered Bonds in full on the Maturity Date or within two Business Days thereafter or an Issuer Event of Default is otherwise outstanding, the Guarantor (as determined on its behalf by the Guarantor Calculation Agent) has insufficient moneys available under the relevant Priorities of Payments to pay the Guaranteed Amounts corresponding to the Final Redemption Amount in full in respect of the relevant Series of Covered Bonds on the date falling on the Extension Determination Date, then (subject as provided below) payment of the unpaid amount by the Guarantor under the Covered Bond Guarantee shall be deferred until the Extended Maturity Date, *provided that* any amount representing the Final Redemption Amount due and remaining unpaid after the Extension Determination Date may be paid by the Guarantor on any CB Payment Date thereafter up to (and including) the relevant Extended Maturity Date.

(ii) Notwithstanding the above, if the Covered Bonds are extended as a consequence of the occurrence of an Article 74 Event, upon termination of the suspension period and service of the Article 74 Event Cure Notice, the Issuer shall resume responsibility for meeting the payment obligations under any Series of Covered Bonds in respect of which an Extension of Maturity has occurred, and any Final Redemption Amount shall be due for payment on the last Business Day of the month on which the Article 74 Event Cure Notice has been served.

(iii) The Guarantor shall notify the relevant Covered Bondholders (in accordance with Condition 16 (*Notices*)), any relevant Swap Counterparties, the Rating Agency, the Representative of the Covered Bondholders, the Principal Paying Agent and the Italian Paying Agent, as soon as reasonably practicable and in any event at least one Business Day prior to the relevant Maturity Date, of any inability of the Guarantor to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of a Series of Covered Bonds pursuant to the Covered Bond Guarantee. Any failure by the Guarantor to notify such persons shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

(iv) In the circumstances described above, the Guarantor shall, on the relevant Scheduled Due for Payment Date, pursuant to the Covered Bond Guarantee, apply the moneys (if any) available (after making payments or provisions for payment of amounts ranking higher or *pari passu* with the relevant Priorities of Payments) *pro rata* towards payment of an amount equal to the Final Redemption Amount in respect of the relevant Series of Covered Bonds and shall pay Guaranteed Amounts constituting interest in respect of each such Covered Bond on such date. The obligation of the Guarantor to make any payment towards satisfaction of the Final Redemption Amount not so done on such Due for Payment Date shall be deferred as described above.

(v) Where an Extended Maturity Date is specified in the relevant Final Terms as applying to a Series of Covered Bonds and the maturity of those Covered Bonds is extended beyond the Maturity Date in accordance with this Condition 7(b) (*Extension of maturity*), the Covered Bonds shall bear interest from (and including) the Maturity Date to (but excluding) the earlier of the relevant CB Payment Date after the Maturity Date on which the Covered Bonds are redeemed in full or the Extended Maturity Date unless on such date payment of principal is improperly withheld or refused (in which case, interest will continue to accrue in accordance with these Conditions and as specified in the relevant Final Terms). In these events, interest shall be payable on those Covered Bonds at the rate determined in accordance with Condition 7(b)(vi) on the principal amount outstanding of the Covered Bonds in arrear on the CB Payment

Date in each month after the Maturity Date in respect of the CB Interest Period ending immediately prior to the relevant CB Payment Date, subject as otherwise provided in the applicable Final Terms. The final CB Payment Date shall fall no later than the Extended Maturity Date.

(vi) If an Extended Maturity Date is specified in the applicable Final Terms as applying to a Series of Covered Bonds and the maturity of those Covered Bonds is extended beyond the Maturity Date in accordance with this Condition 7(b) (*Extension of maturity*), the rate of interest payable from time to time in respect of the principal amount outstanding of the Covered Bonds on each CB Payment Date after the Maturity Date in respect of the CB Interest Period ending immediately prior to the relevant CB Payment Date will be as specified in the applicable Final Terms and, where applicable, determined by the Principal Paying Agent or the Italian Paying Agent, as the case may be, or, where the applicable Final Terms specifies a calculation agent, the calculation agent so specified, two Business Days after the Maturity Date in respect of the first such CB Interest Period and thereafter as specified in the applicable Final Terms.

(vii) The provisions set out in sub-paragraphs (v) and (vi) above shall only apply to Covered Bonds to which an Extended Maturity Date is specified in the applicable Final Terms and if the Issuer fails to redeem those Covered Bonds (in full) on the Maturity Date (or within two Business Days thereafter) and the maturity of those Covered Bonds is automatically extended up to the Extended Maturity Date in accordance with Condition 7(b) (*Extension of maturity*).

(viii) Where an Extended Maturity Date is specified in the relevant Final Terms as applying to a Series of Covered Bonds, a failure to pay by the Guarantor on the Maturity Date shall not constitute a Guarantor Event of Default.

(c) *Redemption for tax reasons*

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part:

(i) at any time (if the Floating Rate Provisions are not specified in the relevant Final Terms as being applicable); or

(ii) on any CB Payment Date (if the Floating Rate Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Representative of the Covered Bondholders and, in accordance with Condition 16 (*Notices*), the Covered Bondholders (which notice shall be irrevocable), at their Early Redemption Amount, together with interest accrued (if any) to the date fixed for redemption, if:

(i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation in the Republic of Italy*) as a result of any change in, or amendment to, the laws or regulations of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Series of Covered Bonds; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

(1) where the Covered Bonds may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due; or

(2) where the Covered Bonds may be redeemed only on a CB Payment Date, 60 days prior to the CB Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Italian Paying Agent and the Principal Paying Agent, with a copy to the Listing Agent and the Representative of the Covered Bondholders, a certificate signed by duly authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred (and such evidence shall be sufficient to the Italian Paying Agent and the Principal Paying Agent and conclusive and binding on the Covered Bondholders). Upon the expiry of any such notice as is referred to in this Condition 7(c) (*Redemption for tax reasons*), the Issuer shall be bound to redeem the Covered Bonds in accordance with this Condition 7(c) (*Redemption for tax reasons*).

Covered Bonds redeemed pursuant to this Condition 7(c) (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(d) *Redemption at the option of the Issuer*

If the Call Option is specified in the relevant Final Terms as being applicable, the Covered Bonds may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than 15 nor more than 30 days' notice to the Covered Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Covered Bonds on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

(e) *Partial redemption*

If the Covered Bonds are to be redeemed in part only on any date in accordance with Condition 7(d) (*Redemption at the option of the Issuer*), the Covered Bonds to be redeemed in part shall be redeemed at the principal amount specified by the Issuer and the Covered Bonds will be so redeemed in accordance with the rules and procedures of Monte Titoli and/or any other Relevant Clearing System (to be reflected in the records of such clearing systems as a pool factor or a reduction in principal amount, at their discretion), subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation. The notice to Covered Bondholders referred to in Condition 7(d) (*Redemption at the option of the Issuer*) shall specify the proportion of the Covered Bonds so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms as being applicable to the relevant Covered Bonds, then the Optional Redemption Amount (Call) in respect of such Covered Bonds shall in no event be greater than the Maximum Redemption Amount or be less than the Minimum Redemption Amount so specified.

(f) *Redemption at the option of Covered Bondholders*

If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any such Covered Bond, redeem such Covered Bond on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to the date fixed for redemption. To exercise such option, the Covered Bondholder must, not less than 15 nor more than 30 days before the relevant Optional Redemption Date (Put), deposit with the Principal Paying Agent a duly completed Put Option Notice in the form obtainable from the Principal Paying Agent. The Principal Paying Agent with which a Put Option Notice is so deposited shall deliver a duly completed Put Option Receipt to the depositing Covered Bondholder. Once deposited in accordance with this Condition 7(f) (*Redemption at the option of Covered Bondholders*), no duly completed Put Option Notice may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any Covered Bond becomes immediately due and payable or, upon due presentation of any such Covered Bond on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the Principal Paying Agent shall mail notification thereof to the Covered Bondholder at such address as may have been given by such Covered Bondholder in the relevant Put Option Notice and shall hold such Covered Bond against surrender of the relevant Put Option Receipt. For so long as any outstanding Covered Bonds are held by the Principal Paying Agent in accordance with this Condition 7(f) (*Redemption at the option of Covered Bondholders*), the Covered Bondholder and not the Principal Paying Agent shall be deemed to be the holder of such Covered Bonds for all purposes.

(g) *Redemption due to illegality*

The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Representative of the Covered Bondholders and the Principal Paying Agent and, in accordance with Condition 16 (*Notices*), all Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Representative of the Covered Bondholders immediately before the giving of such notice that it has, or will, before the next CB Payment Date of any Covered Bond of any Series, become unlawful for the Issuer to make any payments under the Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next CB Payment Date.

Covered Bonds redeemed pursuant to this Condition 7(g) (*Redemption due to illegality*) will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(h) *No other redemption*

The Issuer shall not be entitled to redeem the Covered Bonds otherwise than as provided in Conditions 9(a) (*At maturity*) to 9(g) (*Redemption due to illegality*).

(i) *Early redemption of Zero Coupon Covered Bonds*

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Covered Bond at any time before the Maturity Date shall be an amount calculated in accordance with the following formula:

Early Redemption Amount per Calculation Amount = $RP \times (1 + AY)_y$

where:

"**RP**" means the Reference Price per Calculation Amount;

"**AY**" means the Accrual Yield expressed as a decimal; and

"**y**" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable and the denominator of which is 360.

(j) *Instalments*

Instalment Covered Bonds will be redeemed in the amount(s) and on the payment date(s) specified in the relevant Final Terms. In the case of early redemption, Instalment Covered Bonds will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(k) *Purchase*

The Issuer or any of its Subsidiaries (other than the Guarantor) may at any time purchase beneficially or procure others to purchase beneficially for its account Covered Bonds at any price in the open market or otherwise. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer or any of its Subsidiaries (other than the Guarantor), cancelled. The Guarantor shall not purchase any Covered Bonds at any time.

(l) *Cancellation*

All Covered Bonds which are redeemed, in accordance with Conditions from 9(a) (*At maturity*) to 9(g) (*Redemption due to illegality*), shall forthwith be cancelled and may not be reissued or resold.

(m) *Pre-Maturity Test*

The Calculation Agent will on each Pre-Maturity Test Date, prior to the service of a Notice to Pay, in relation to a Series of Hard Bullet Covered Bonds specified as such in the relevant Final Terms, determine if the Issuer satisfies the following pre-maturity rating requirements (the "**Pre-Maturity Test**") and shall immediately notify the Issuer, the Guarantor and the Representative of Covered Bondholders if the Issuer does not satisfy such Pre-Maturity Test.

The Issuer will not satisfy, and be in breach of, the Pre-Maturity Test if the Issuer's (a) short-term credit rating for its unsecured, unsubordinated and unguaranteed debt obligations is equal to or lower than "P-1" from Moody's and the Maturity Date of the Series of Hard Bullet Covered Bonds is scheduled to fall within six months following the relevant Pre-Maturity Test Date or (b) long-term credit rating for its unsecured, unsubordinated and unguaranteed debt obligations is equal to or lower than "A2" from Moody's and the Maturity Date of the Series of Hard Bullet Covered Bonds is scheduled fall within 12 months following the relevant Pre-Maturity Test Date.

If the Pre-Maturity Test is breached in respect of a Series of Hard Bullet Covered Bonds within 12 months prior to the scheduled Maturity Date of that Series, the Calculation Agent will immediately serve a notice to that effect on the Issuer, the Guarantor and the Representative of the Covered Bondholders (the "**Pre-Maturity Test Breach Notice**"). Following the delivery of such notice, the Issuer will be required to procure, within the earlier of (i) 14 calendar days from the date on which the Pre-Maturity Test Breach Notice is notified to the Issuer and (ii) the Maturity Date of the relevant Series of Hard Bullet Covered Bonds, that (A) an amount equal to the Required Redemption Amount in respect of such Series of Hard Bullet Covered Bonds plus any amount that would be payable by the Guarantor in priority thereto in accordance with the Post-Issuer Event of Default Priority of Payments

(regardless as to whether a Notice to Pay has been served) (the "**Pre-Maturity Collateral Amount**") is credited to an account opened for that purpose by the Guarantor with an Eligible Institution (the "**Pre-Maturity Account**"), or, alternatively, (B) a guarantee is provided in respect of the payment of the Final Redemption Amount on the relevant Maturity Date for that Series of Hard Bullet Covered Bonds by a guarantor whose senior, unsecured and unsubordinated ratings are at least equal to "P-1" by Moody's.

If any of the actions under (A) and (B) above is not taken, the Guarantor may, among others:

(a) offer to sell Selected Assets in accordance with the Cover Pool Administration Agreement and subject to any right of pre-emption enjoyed by the relevant Seller; and/or

(b) seek to obtain the creation of Eligible Deposits from the Seller(s). The creation of Eligible Deposits will be financed through advances granted by the relevant Seller under the relevant Subordinated Loan Agreement.

Any proceeds deriving from the sale of Selected Assets and their related security and/or any contribution in cash by the relevant Seller shall be credited to the Pre-Maturity Account.

Following service of a Notice to Pay, the Guarantor shall apply funds standing to the Pre-Maturity Account to repay the relevant Series of Hard Bullet Covered Bonds on its Maturity Date in accordance with the Post-Issuer Event of Default Priority of Payments.

If the Issuer fully repays the relevant Series of Hard Bullet Covered Bonds on the Maturity Date thereof, any amount of cash standing to the credit of the Pre-Maturity Account after such repayment shall be applied in accordance with the relevant Priority of Payments, unless:

(a) the Issuer does not satisfy the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, in which case the cash will remain credited on the Pre-Maturity Account and used to provide liquidity for that other Series of Hard Bullet Covered Bonds; or

(b) the Issuer does satisfy the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, but the Issuer resolves to retain the cash on the Pre-Maturity Account in order to provide liquidity for any future Series of Hard Bullet Covered Bonds.

8 Payments

(a) *Payments through clearing systems*

Payment of interest and repayment of principal in respect of the Covered Bonds deposited with Monte Titoli will be credited, in accordance with the instructions of Monte Titoli, by the Principal Paying Agent and/or the Italian Paying Agent on behalf of the Issuer or the Guarantor (as the case may be) to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Covered Bonds, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Covered Bonds. Payments made by or on behalf of the Issuer or the Guarantor (as the case may be) according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Covered Bonds will relieve the Issuer or the Guarantor (as the case may be) *pro tanto* from the corresponding payment obligations under the Covered Bonds or the Covered Bond Guarantee (as the case may be).

Alternatively, the Principal Paying Agent and/or the Italian Paying Agent may arrange for payments of principal and interest in respect of the Covered Bonds to be made to the Covered Bondholders through

Euroclear and Clearstream to be credited to the accounts with Euroclear and Clearstream of the beneficial owners of the Covered Bonds, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream. Payments made by or on behalf of the Issuer or the Guarantor (as the case may be) to the accounts with Euroclear and Clearstream of the beneficial owners of the Covered Bonds, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream will relieve the Issuer or the Guarantor (as the case may be) *pro tanto* from the corresponding payment obligations under the Covered Bonds or the Covered Bond Guarantee (as the case may be).

(b) *Payments subject to fiscal laws*

All payments in respect of the Covered Bonds are subject in all cases to any applicable fiscal or other laws, directives and regulations in the place of payment or other laws to which the Issuer, the Guarantor or their Agents agree to be subject and neither Issuer nor the Guarantor will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 9 (*Taxation in the Republic of Italy*).

(c) *Payments on Business Days*

If the due date for any payment of principal and/or interest in respect of any Covered Bond is not a Payment Business Day in the Place of Payment, the holder of the relevant Covered Bond shall not be entitled to payment in such place of the amount due until the immediately succeeding Payment Business Day in such Place of Payment and shall not be entitled to any further interest or other payment in respect of any such delay.

9 Taxation in the Republic of Italy

(a) *Gross up by Issuer*

All payments of principal and interest in respect of the Covered Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction 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 or on behalf of the Republic of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Covered Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Covered Bond:

(i) in respect to any payment or deduction of any interest or principal on account of *imposta sostitutiva* provided by Legislative Decree No. 239 of 1 April 1996, as amended ("**Decree No. 239**") with respect to any Covered Bonds (including in all circumstances in which the requirements and procedures of Decree No. 239 and related implementing rules have not been properly and promptly met or complied with) or, for the avoidance of doubt, Italian Legislative Decree No. 461 of 21 November 1997 (as amended by Italian Legislative Decree No. 201 of 16 June 1998) (as any of the same may be amended or supplemented) or any related implementing regulations; or

(ii) with respect to any Covered Bond presented for payments:

(A) in the Republic of Italy; or

(B) by or on behalf of a holder who is liable for such taxes or duties in respect of such Covered Bond by reason of his having some connection with the Republic of Italy other than the mere holding of such Covered Bond; or

(C) by or on behalf of a holder who is entitled to avoid such withholding or deduction in respect of such Covered Bond by making, or procuring, a declaration or any other statement to the relevant tax authority including, but not limited to, a declaration of non-residence or other similar claim for exemption but has failed to do so; or

(D) more than 30 days after the Maturity Date except to the extent that the relevant holder would have been entitled to an additional amount on presenting such Covered Bond for payment on such 30th day assuming that day to have been a CB Payment Date; or

(E) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or other amounts is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Italian authorities for the purpose of Decree No. 239; or

(F) in respect of any Covered Bonds where such withholding or deduction is required pursuant to Presidential Decree No. 600 of 29 September 1973, as amended or supplemented from time to time; or

(G) in respect of Covered Bonds classified as atypical securities where such withholding or deduction is required under Law Decree No. 512 of 30 September 1983, as amended and supplemented from time to time; or

(iii) where such withholding or deduction required to be made pursuant to European Council Directive 2014/48/EU of 24 March 2014 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(iv) held by or on behalf of a Covered Bondholder who would have been able to avoid such withholding or deduction by presenting the relevant Covered Bond to a Paying Agent in another Member State of the EU but they failed to do so.

Notwithstanding any other provision of the Terms and Conditions, any amounts to be paid on the Covered Bonds by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any treaty, law or regulation or of any other jurisdiction, or relating to an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such a treaty, law or regulation or intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

(b) *Taxing jurisdiction*

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction.

10 Events of Default

(a) *Issuer Events of Default*

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

(A) failure by the Issuer for a period of seven days or more to pay any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series when due; or

(B) breach by the Issuer of any material obligations under or in respect of the Covered Bonds (of any Series outstanding) or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Covered Bonds and/or any obligation to comply with the Tests) and (except where, in the sole opinion of the Representative of the Covered Bondholders, such default is not capable of remedy, in which case no notice will be required), and such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer, certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying whether or not such failure is capable of remedy; or

(C) if, following the delivery of a Breach of Tests Notice, the Tests are not cured by the immediately following Monthly Calculation Date; or

(D) if the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds is not satisfied on any Pre-Maturity Test Date falling during the 12 month-period prior to the Maturity Date of that Series of Hard Bullet Covered Bonds, and such breach has not been cured in accordance with these Conditions on or before the earlier of (i) 14 calendar days from the date on which the Issuer is notified of the breach of the Pre-Maturity Test and (ii) the Maturity Date of that Series of Hard Bullet Covered Bonds, unless the Representative of the Covered Bondholders or the Meeting of the Organisation of the Covered Bondholders resolves otherwise; or

(E) an Insolvency Event of the Issuer; or

(F) an Article 74 Event,

then, the Representative of the Covered Bondholders may at its sole discretion, and shall if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve a Notice to Pay on the Issuer and Guarantor declaring that an Issuer Event of Default has occurred (specifying, in case of an Article 74 Event, that the Issuer Event of Default may be temporary).

(b) *Effect of a Notice to Pay*

Upon service of a Notice to Pay to the Issuer and the Guarantor:

(A) each Series of Covered Bonds will accelerate against the Issuer and they will rank *pari passu* amongst themselves against the Issuer, provided that (A) such events shall not trigger an acceleration against the Guarantor, (B) in accordance with Article 4, paragraph 3 of the MEF Decree and pursuant to the relevant provisions of the Transaction Documents, the Guarantor shall be solely responsible for the exercise of the rights of the Covered Bondholders *vis-à-vis* the Issuer and (C) in case of the Issuer Event of Default referred to under point (F) above (I) the Guarantor, in accordance with the MEF Decree, shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the suspension period and (II) upon the end of the suspension period the Issuer shall be responsible for meeting the payment

obligations under the Covered Bonds (and for the avoidance of doubts, the Covered Bonds then outstanding will not be deemed to be accelerated against the Issuer);

(B) the Guarantor will pay the Guaranteed Amounts on the Scheduled Due for Payment Date in accordance with the provisions of the Covered Bond Guarantee and the Priority of Payments set out in the Intercreditor Agreement;

(C) the Mandatory Tests (as defined above) shall continue to be applied and the Amortisation Test (as defined below) shall be also applied;

(D) the Guarantor shall (only if necessary in order to effect timely due payments under the Covered Bonds), direct the Servicer to sell the Receivables in accordance with the provisions of the Cover Pool Administration Agreement;

(E) no further Covered Bonds may be issued;

provided that in case of an Article 74 Event the effects listed in items (A) to (E) of paragraph (b) above will only apply for as long as the Suspension Period will be in force and effect.

"**Suspension Period**" means the period of time starting from the date on which a resolution pursuant to article 74 of the Banking Act is passed in respect of the Issuer (the "**Article 74 Event**") and ending on the date on which the Representative of the Covered Bondholders serves an Article 74 Event Cure Notice to the Issuer and the Guarantor, informing such parties that the Article 74 Event has been cured, during which the Guarantor, in accordance with the MEF Decree, shall be responsible for the payments of the Guaranteed Amounts that fall due and payable during such period.

(c) *Guarantor Events of Default*

Following the service of a Notice to Pay, if any of the following events (each, a "**Guarantor Event of Default**") occurs and is continuing:

(i) default by the Guarantor for a period of seven days or more to pay any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series; or

(ii) breach of the Amortisation Test on any Calculation Date; or

(iii) breach by the Guarantor of any material obligations under the provisions of any Transaction Documents to which the Guarantor is a party (other than any obligation for the payment of principal or interest on the Covered Bonds) and (except where, in the sole opinion of the Representative of the Covered Bondholders, such default is not capable of remedy, in which case no notice will be required), and such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Guarantor, certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying whether or not such failure is capable of remedy; or

(iv) an Insolvency Event of the Guarantor,

then the Representative of the Covered Bondholders may at its sole discretion, and shall if so directed by an Extraordinary Resolution of the Meeting of the Organisation of the Covered Bondholders, serve an Acceleration Notice on the Guarantor declaring that a Guarantor Event of Default has occurred.

(d) *Effect of an Acceleration Notice*

From and including the date on which the Representative of the Covered Bondholders delivers an Acceleration Notice on the Guarantor:

(i) the Covered Bonds shall become immediately due and payable by the Guarantor at their Early Redemption Amount together, if appropriate, with any accrued interest; and

(ii) if a Guarantor Event of Default occurs with respect to a Series, each other Series of Covered Bonds will cross accelerate at the same time against the Guarantor, becoming due and payable, and they will rank *pari passu* amongst themselves; and

(iii) subject to and in accordance with the terms of the Covered Bond Guarantee, the Representative of the Covered Bondholders, on behalf of the Covered Bondholders, shall have a claim against the Guarantor for an amount equal to the Early Redemption Amount, together with accrued interest and any other amount due under the Covered Bonds (other than additional amounts payable under Condition 9(a) (*Gross-up by Issuer*)) in accordance with the Priority of Payments set out in the Intercreditor Agreement; and

(iv) subject to the failure of the Guarantor in taking the necessary actions pursuant to paragraph (ii) above, the Representative of the Covered Bondholders on behalf of the Covered Bondholders shall be entitled to take any steps and proceedings against the Issuer to enforce the provisions of the Covered Bonds, provided that the Representative of the Covered Bondholders may, at its discretion and without further notice, take such steps and/or institute such proceedings against the Guarantor as it may think fit to enforce such payments, but it shall not be bound to take any such proceedings or steps unless requested or authorised by an Extraordinary Resolution of the Covered Bondholders.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 10 (*Events of Default*) by the Representative of the Covered Bondholders shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor and all Covered Bondholders and (in such absence as aforesaid) no liability to the Covered Bondholders, the Issuer or the Guarantor shall attach to the Representative of the Covered Bondholders in connection with the exercise or non-exercise by it of its powers, duties and discretions hereunder.

11 Prescription

Claims for payment under the Covered Bonds shall be barred and become void unless made within 10 years (in respect of principal) or five years (in respect of interest) of the appropriate Relevant Date in respect thereof.

12 Representative of the Covered Bondholders

(a) The Organisation of the Covered Bondholders shall be established upon, and by virtue of, the issuance of the first Series of Covered Bonds under the Programme and shall remain in force and in effect until repayment in full or cancellation of all Covered Bonds of whatever Series. Pursuant to the Rules of the Organisation of the Covered Bondholders, for as long as the Covered Bonds are outstanding, there shall at all times be a Representative of the Covered Bondholders. The appointment of the Representative of the Covered Bondholders as legal representative of the Organisation of the Covered Bondholders is made by the Covered Bondholders subject to and in accordance with the Rules of the Organisation of the Covered Bondholders.

In the Programme Agreement, the Dealers have appointed the Representative of the Covered Bondholders to perform the activities described in the Programme Agreement, these Conditions (including the Rules of the

Organisation of the Covered Bondholders), the Intercreditor Agreement and the other Transaction Documents, and the Representative of the Covered Bondholders has accepted such appointment for the period commencing on the Initial Issue Date and ending (subject to early termination of its appointment) on the date on which all of the Covered Bonds have been cancelled or redeemed in accordance with these Conditions.

Each Covered Bondholder, by reason of holding Covered Bonds:

(i) recognises the Representative of the Covered Bondholders as its representative, acting in its name and on its behalf, and (to the fullest extent permitted by law) agrees to be bound by the terms of the Transaction Documents to which the Representative of the Covered Bondholders is a party and by any agreement entered into from time to time by the Representative of the Covered Bondholders in such capacity as if such Covered Bondholder were a signatory thereto; and

(ii) acknowledges and accepts that the Dealers shall not be liable, without prejudice for the provisions set forth under Article 1229 of the Italian civil code, in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Covered Bondholders as a result of the performance by the Representative of the Covered Bondholders of its duties or the exercise of any of its rights under the Transaction Documents.

13 Limited Recourse and Non-Petition

(a) *Limited recourse*

The obligations of the Guarantor under the Covered Bond Guarantee constitute direct and unconditional, unsubordinated and limited recourse obligations of the Guarantor, collateralised by the Cover Pool as provided under the OBG Regulations. The recourse of the Covered Bondholders to the Guarantor under the Covered Bond Guarantee will be limited to the assets comprised in the Cover Pool which constitute Available Funds subject to, and in accordance with, the relevant Priority of Payments pursuant to which specified payments will be made to other parties prior to payments to the Covered Bondholders.

(b) *Non-petition*

Only the Representative of the Covered Bondholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the Guaranteed Amounts or enforce the Covered Bond Guarantee and no Covered Bondholder shall be entitled to proceed directly against the Guarantor to obtain payment of the Guaranteed Amounts or to enforce the Covered Bond Guarantee. In particular:

(i) no Covered Bondholder (nor any person on its behalf, other than the Representative of the Covered Bondholders, where appropriate) is entitled, otherwise than as permitted by the Transaction Documents, to direct the Representative of the Covered Bondholders to enforce the Covered Bonds Guarantee or take any proceedings against the Guarantor to enforce the Covered Bond Guarantee;

(ii) no Covered Bondholder (nor any person on its behalf, other than the Representative of the Covered Bondholders, where appropriate) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Guarantor for the purpose of obtaining payment of any amount due from the Guarantor;

(iii) until the date falling two years and one day after the date on which all Series of Covered Bonds issued in the context of the Programme, or any other similar programme established for the

issuance of covered bond guaranteed by the Guarantor, have been cancelled or redeemed in full in accordance with their Final Terms together with any payments payable in priority or *pari passu* thereto, no Covered Bondholder (nor any person on its behalf, other than the Representative of the Covered Bondholders) shall initiate or join any person in initiating an Insolvency Event in relation to the Guarantor; and

(iv) no Covered Bondholder shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

14 Agents

In acting under the Cash Management and Agency Agreement and in connection with the Covered Bonds, the Paying Agents will act solely as agents of the Issuer and, following service of a Notice to Pay or an Acceleration Notice, as agents of the Guarantor and do not assume in the framework of the Programme any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders.

The Principal Paying Agent and its initial Specified Offices are set out in these Conditions. Any additional Paying Agent and its Specified Offices (if any) are specified in the relevant Final Terms. The Issuer, and (where applicable) the Guarantor, reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint an additional or successor paying agent; *provided, however, that*:

(a) the Issuer, and (where applicable) the Guarantor, shall at all times maintain a paying agent; and

(b) if and for so long as the Covered Bonds are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent in any particular place, the Issuer, and (where applicable) the Guarantor, shall maintain a paying agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in its Specified Offices shall promptly be given to the Covered Bondholders.

15 Further Issues

The Issuer may from time to time, without the consent of the Covered Bondholders, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Covered Bonds or upon such terms as the Issuer may determine at the time of their issue.

16 Notices

Any notice regarding the Covered Bonds, as long as the Covered Bonds are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream for communication by them to the entitled accountholders and any such notice shall be deemed to have been given on the date on which it was delivered to Monte Titoli, Clearstream and Euroclear, as applicable.

In addition, for so long as the Covered Bonds are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange and the rules of such exchange so require, any notice to the Covered Bondholders shall also be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).

The Representative of the Covered Bondholders shall be at liberty to sanction any other method of giving notice to Covered Bondholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the competent authority, stock exchange and/or quotation system by which the Covered Bonds are then admitted to trading and provided that notice of such other method is given to the Covered Bondholders in such manner as the Representative of the Covered Bondholders shall require.

17 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

18 Governing Law and Jurisdiction

These Covered Bonds, these Conditions, the Rules of the Organisation of the Covered Bondholders and the Transaction Documents (save for the Swap Agreements, certain provisions of the Cash Management and Agency Agreement and the English Law Deed of Charge and Assignment which are governed by English law) and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, Italian law.

The courts of Milan have exclusive competence for the resolution of any dispute that may arise in relation to the Covered Bonds, these Conditions and the Rules of the Organisation of the Covered Bondholders or their validity, interpretation or performance.

Anything not expressly provided for in these Conditions will be governed by the provisions of Law 130, the BoI Regulations and the MEF Decree.

RULES OF THE ORGANISATION OF THE COVERED BONDHOLDERS

TITLE I
GENERAL PROVISIONS

1 General

1.1 The Organisation of the Covered Bondholders in respect of the Covered Bonds issued under the Programme by BPER Banca S.p.A. (previously Banca popolare dell'Emilia Romagna Società Cooperativa) is created concurrently with the issue and subscription of the first Series of Covered Bonds and is governed by these Rules of the Organisation of the Covered Bondholders (the "**Rules**").

1.2 These Rules shall remain in force and effect until full repayment or cancellation of all the Covered Bonds of whatever Tranche.

1.3 The contents of these Rules are deemed to be an integral part of the Conditions of the Covered Bonds of each Tranche issued by the Issuer.

2 Definitions and Interpretation

2.1 Definitions

In these Rules, the terms below shall have the following meanings:

"**Blocked Covered Bonds**" means (i) the Covered Bonds which have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, or (ii) in case of Covered Bonds issued in registered form, such Covered Bonds which have been blocked with the Registrar, for the purpose of obtaining from the Principal Paying Agent and/or the Registrar a Voting Certificate or a Block Voting Instruction, on terms that they will not be released until after the conclusion of the Meeting.

"**Block Voting Instruction**" means, in relation to a Meeting, a document issued by the Principal Paying Agent or by a Registrar, as the case may be:

(a) in case of a Covered Bond issued in a dematerialised form, certifying that specified Covered Bonds have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian and will not be released until the earlier of:

(i) a specified date which falls after the conclusion of the Meeting; and

(ii) the notification to the Principal Paying Agent not less than 48 hours before the time fixed for the Meeting (or, if the meeting has been adjourned, the time fixed for its resumption) of confirmation that the Covered Bonds are Blocked Covered Bonds and notification of the release thereof by the Principal Paying Agent to the Issuer;

(b) in case of Covered Bonds issued in registered form, certifying that specified Covered Bonds have been blocked with the Registrar and will not be released until the conclusion of the Meeting;

(c) certifying that the Covered Bondholder, or the registered Holder in case of Covered Bonds issued in registered form, of the relevant Blocked Covered Bonds or a duly authorised person on its behalf has notified the Principal Paying Agent or the Registrar that the votes attributable to such Covered Bonds are to be cast in a particular way on each resolution to be put to the Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked;

(d) listing the total number of such specified Blocked Covered Bonds, distinguishing between those in respect of which instructions have been given to vote for, and against, each resolution; and

(e) authorising a named individual to vote in accordance with such instructions.

"**Chairman**" means, in relation to any Meeting, the person who takes the chair in accordance with Article 6 (*Chairman of the Meeting*).

"**Covered Bondholder**" means in respect of Covered Bonds, the ultimate owner of such Covered Bonds.

"**Event of Default**" means an Issuer Event of Default or a Guarantor Event of Default, as the context requires.

"**Extraordinary Resolution**" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of not less than three quarters of the votes cast.

"**Holder**" means, in respect of Covered Bonds, the ultimate owner of such Covered Bonds and, in respect of the Covered Bonds issued in registered form, the ultimate registered owner of such Covered Bonds issued in registered form, as set out in the Register;

"**Liabilities**" means losses, liabilities, inconvenience, costs, expenses, damages, claims, actions or demands, judgments, proceeding or other liabilities whatsoever (including, without limitation, in respect of taxes, duties, levies and other charges) and including value added taxes or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis.

"**Meeting**" means a meeting of Covered Bondholders (whether originally convened or resumed following an adjournment).

"**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System).

"**Ordinary Resolution**" means any resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of more than 50 per cent. of the votes cast.

"**Programme Resolution**" means an Extraordinary Resolution passed at a single meeting of the Covered Bondholders of all Series, duly convened and held in accordance with the provisions contained in these Rules to direct the Representative of the Covered Bondholders to take steps and/or institute proceedings against the Issuer or the Guarantor pursuant to Conditions 12(b) (*Effect of a Notice to Pay*) and 12(d) (*Effect of an Acceleration Notice*), as applicable, or other similar Condition with reference to Covered Bonds issued in registered form.

"**Proxy**" means a person appointed to vote under a Voting Certificate as a proxy or a person appointed to vote under a Block Voting Instruction, in each case other than:

(a) any person whose appointment has been revoked and in relation to whom the Principal Paying Agent or the Registrar has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and

(b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been revoked to vote at the Meeting when it is resumed.

"**Rating Agency**" means Moody's Investors Service Limited.

"**Register**" means any register held by the Registrar for the purpose of recording payments and assignments of Covered Bonds issued in registered form.

"**Registered Paying Agent**" means any institution appointed by the Issuer to act as paying agent in respect of the Covered Bonds issued in a registered form under the Programme.

"**Registrar**" means any institution which may be appointed by the Issuer to act as registrar in respect of the Covered Bonds issued in registered form under the Programme, provided that, if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer.

"**Resolutions**" means the Ordinary Resolutions and the Extraordinary Resolutions, collectively.

"**Swap Rate**" means, in relation to a Covered Bond or Series of Covered Bonds, the exchange rate specified in the respective Swap Agreement relating to such Covered Bond or Series of Covered Bonds or, if the respective Swap Agreement has terminated, the applicable spot rate.

"**Transaction Party**" means any person who is a party to a Transaction Document.

"**Voter**" means, in relation to a Meeting, the Covered Bondholder or a Proxy named in a Voting Certificate, the bearer of a Voting Certificate issued by the Principal Paying Agent or by a Registrar or a Proxy named in a Block Voting Instruction.

"**Voting Certificate**" means, in relation to any Meeting, a certificate requested by the interested Covered Bondholder and issued by the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian or by a Registrar, as the case may be, and dated, stating:

(a) that the Blocked Covered Bonds have been blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, as the case may be, and will not be released until the earlier of: (i) the

conclusion of the Meeting and (ii) the surrender of the certificate to the clearing system or the Monte Titoli Account Holder or to the Registrar who issued the same;

(b) details of the Meeting concerned and the number of the Blocked Covered Bonds; and

(c) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Blocked Covered Bonds.:

"**Written Resolution**" means a resolution in writing signed by or on behalf of one or more persons holding or representing at least 75 per cent. of the Outstanding Principal Balance of the Covered Bonds, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Covered Bondholders.

"**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 Principal Paying Agent has its specified office or, in case of Covered Bonds issued in registered form, the Registrar has its specified office.

"**48 hours**" means two consecutive periods of 24 hours.

Unless otherwise provided in these Rules, or unless the context requires otherwise, words and expressions used in these Rules shall have the meanings and the construction ascribed to them in the relevant Conditions.

2.2 Interpretation

In these Rules:

(a) any reference herein to an "**Article**" shall, except where expressly provided to the contrary, be a reference to an Article of these Rules of the Organisation of the Covered Bondholders;

(b) any reference to a "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred; and

(c) any reference to any "**Transaction Party**" shall be construed so as to include its and any subsequent successors and transferees in accordance with their respective interests.

2.3 Separate Series

Subject to the provisions of the next sentence, the Covered Bonds of each Series shall form a separate Series of Covered Bonds and, accordingly, unless for any purpose the Representative of the Covered Bondholders in its absolute discretion shall otherwise determine, the provisions of this sentence and of Articles 3 (*Purpose of the Organisation of the Covered Bondholders*) and 4 (*Convening a Meeting*) and 27 (*Duties and Powers of the Representative of the Covered Bondholders*) to 34 (*Powers to Act on Behalf of the Guarantor*) shall apply, *mutatis mutandis*, separately and independently to the Covered Bonds of each Series. However, for the purposes of this Article 2.3:

(a) Articles 25 (Appointment, Removal and Remuneration) and 26 (Resignation of the Representative of the Covered Bondholders); and

(b) insofar as they relate to a Programme Resolution, Articles 3 (*Purpose of the Organisation of the Covered Bondholders*) to 4 (*Convening a Meeting*) and 27 (*Duties and Powers of the Representative of the Covered Bondholders*) to 34 (*Powers to Act on behalf of the Guarantor*),

the Covered Bonds shall be deemed to constitute a single Series and the provisions of such Articles shall apply to all the Covered Bonds together as if they constituted a single Series and, in such Articles, the expressions "**Covered Bonds**" and "**Covered Bondholders**" shall be construed accordingly.

3 Purpose of the Organisation of the Covered Bondholders

3.1 Each Covered Bondholder is a member of the Organisation of the Covered Bondholders.

3.2 The purpose of the Organisation of the Covered Bondholders is to co-ordinate the exercise of the rights of the Covered Bondholders and, more generally, to take any action necessary or desirable to protect the interest of the Covered Bondholders.

TITLE II
MEETINGS OF THE COVERED BONDHOLDERS

4 Convening a Meeting

4.1 Convening a Meeting

The Representative of the Covered Bondholders, the Guarantor or the Issuer may convene separate or single Meetings of the Covered Bondholders at any time and the Representative of the Covered Bondholders shall be obliged to do so upon the request in writing by Covered Bondholders representing at least one-tenth of the aggregate Outstanding Principal Balance of the Covered Bonds.

The Representative of the Covered Bondholders, the Guarantor or the Issuer or (in relation to a meeting for the passing of a Programme Resolution) the Covered Bondholders of any Series may at any time and the Issuer shall upon request in writing signed by the holders of not less than one-tenth of the Outstanding Principal Balance of the Covered Bonds for the time being outstanding convene a meeting of the Covered Bondholders and if the Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Representative of the Covered Bondholders or the relevant holder(s). The Representative of the Covered Bondholders may convene a single meeting of the Covered Bondholders of more than one Series if in the opinion of the Representative of the Covered Bondholders there is no conflict between the holders of the Covered Bonds of the relevant Series, in which event the provisions of these Rules shall apply thereto *mutatis mutandis*.

4.2 Meetings convened by Issuer

Whenever the Issuer is about to convene a Meeting, it shall immediately give notice in writing to the Representative of the Covered Bondholders specifying the proposed day, time and place of the Meeting, and the items to be included in the agenda.

4.3 Time and place of Meetings

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Covered Bondholders.

5 Notice

5.1 Notice of Meeting

At least 21 days' notice (exclusive of the day notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place of the Meeting, must be given to the relevant Covered Bondholders, the Registrar and the Principal Paying Agent, with a copy to the Issuer and the Guarantor, where the Meeting is convened by the Representative of the Covered Bondholders, or with a copy to the Representative of the Covered Bondholders, where the Meeting is convened by the Issuer subject to Article 4.2 (*Meetings convened by Issuer*).

5.2 Content of notice

The notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Covered Bondholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that the Voting Certificate for the purpose of such Meeting may be obtained from a Monte Titoli Account Holder in accordance with the provisions of the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 20018, as amended from time to time. The notice shall specify the nature of the resolutions to be proposed and shall explain how, according to these rules, Covered Bondholders may appoint Proxies, obtain Voting Certificates and use Block Voting Instructions and the details of the time limits applicable.

With reference to the Covered Bonds issued in registered form, the notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Covered Bondholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that Covered Bond issued in registered form, may be blocked with the Registrar, or with any other entity authorised to do so by the Registrar, for the purposes of appointing Proxies under Block Voting Instructions until 48 hours before the time fixed for the Meeting and that holders of Covered Bonds issued in registered form may also appoint Proxies either under a Block Voting Instruction by delivering written instructions to the Registrar or the Registered Paying Agent or by executing and delivering a form of Proxy to the Specified Office of the Registrar or the Registered Paying Agent, in either case until 48 hours before the time fixed for the Meeting.

5.3 Validity notwithstanding lack of notice

A Meeting is valid notwithstanding that the formalities required by this Article 5 are not complied with if the Covered Bondholders constituting the Outstanding Principal Balance of the Covered Bonds, the holders of which are entitled to attend and vote, are represented at such Meeting and the Issuer and the Representative of the Covered Bondholders are present.

6 Chairman of the Meeting

6.1 Appointment of Chairman

An individual (who may, but need not be, a Covered Bondholder), nominated by the Representative of the Covered Bondholders may take the chair at any Meeting, but if:

(a) the Representative of the Covered Bondholders fails to make a nomination; or

(b) the individual nominated declines to act or is not present within 15 minutes of 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. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

6.2 Duties of 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 determines the mode of voting.

6.3 Assistance to Chairman

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 Covered Bondholders.

7 Quorum

7.1 The quorum at any Meeting will be:

(a) in the case of an Ordinary Resolution, one or more persons (including the Issuer if at that time it owns any of the relevant Covered Bonds) holding or representing at least one-third of the Outstanding Principal Balance of the Covered Bonds of the relevant Series for the time being outstanding or, at an adjourned Meeting, one or more persons being or representing Covered Bondholders, whatever the Outstanding Principal Balance of the Covered Bonds so held or represented; or

(b) in the case of an Extraordinary Resolution or a Programme Resolution (subject as provided below), one or more persons (including the Issuer if at that time it owns any of the relevant Covered Bonds) holding or representing at least 50 per cent. of the Outstanding Principal Balance of the Covered Bonds of the relevant Series for the time being outstanding or, at an adjourned Meeting, one or more persons (including the Issuer if at that time it owns any of the relevant Covered Bonds) being or representing one-third of the Outstanding Principal Balance of the Covered Bonds of the relevant Series for the time being outstanding; or

(c) at any meeting the business of which includes any of the following matters (other than in relation to a Programme Resolution) (each of which shall, subject only to Articles 30 (*Amendments and Modifications*) and 31 (*Waiver*), only be capable of being effected after having been approved by Extraordinary Resolution) namely:

(i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the relevant Series of Covered Bonds;

(ii) alteration of the currency in which payments under the relevant Series of Covered Bonds are to be made;

(iii) alteration of the majority required to pass an Extraordinary Resolution;

(iv) any amendment to the Covered Bond Guarantee or the Italian Deed of Pledge or the English Law Deed of Charge and Assignment (except in a manner determined by the Representative of the Covered Bondholders not to be materially prejudicial to the interests of the Covered Bondholders of any Series);

(v) except in accordance with Articles 30 (*Amendments and Modifications*) and 31 (*Waiver*), the sanctioning of any such scheme or proposal to effect the exchange, conversion or substitution of the Covered Bonds for, or the conversion of such relevant Series of Covered Bonds into, shares, bonds or other obligations or securities of the Issuer or the Guarantor or any other person or body corporate, formed or to be formed; and

(vi) alteration of this Article 7.1 (c),

(each a "**Series Reserved Matter**"), one or more persons (including the Issuer if at that time it owns any of the relevant Series of Covered Bonds) being or representing holders of not less two-thirds of the aggregate Outstanding Principal

Balance of the Covered Bonds of such Series for the time being outstanding or, at any adjourned meeting, one or more persons (including the Issuer if at that time it owns any of the relevant Series of Covered Bonds) being or representing not less than one third of the aggregate Outstanding Principal Balance of the Covered Bonds of such Series for the time being outstanding.

7.2 Adjournment for want of quorum

If a quorum is not present for the transaction of any particular business within 15 minutes of the time fixed for any Meeting, then, without prejudice to the transaction of the business (if any) for which a quorum is present:

(a) if such Meeting was convened upon the request of Covered Bondholders, the Meeting shall be dissolved; and

(b) in any other case, the Meeting (unless the Issuer and the Representative of the Bondholders otherwise agree) shall be adjourned (i) until such date (which shall be not less than 14 days and not more than 42 days later) and to such place as the Chairman determines or (ii) on the date and at the place indicated in the notice convening the Meeting (if such notice sets out the date and place of any adjourned Meeting); provided, however, that, in any case:

(i) a Meeting may be adjourned more than once for want of a quorum; and

(ii) the Meeting shall be dissolved if the Issuer and the Representative of the Bondholders together so decide.

8 Adjourned Meeting

Without prejudice to Article 7 (*Quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place. 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.

9 Notice following Adjournment

9.1 Notice required

Article 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a quorum except that:

(a) at least 10 days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be given; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of an adjourned Meeting (i) if the notice given in respect of the first Meeting already sets the time and place for an adjourned Meeting and specifies the quorum requirements which will apply when the Meeting resumes; or (ii) if the Meeting has been adjourned for any other reason.

9.2 Notice not required

Except in the case of a Meeting to consider an Extraordinary Resolution, it shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 7 (*Quorum*).

10 Participation

The following categories of persons may attend and speak at a Meeting:

(a) Voters;

(b) the directors and the auditors of the Issuer and the Guarantor;

(c) representatives of the Issuer, the Guarantor and the Representative of the Covered Bondholders;

(d) financial advisers to the Issuer, the Guarantor and the Representative of the Covered Bondholders;

(e) legal advisers to the Issuer, the Guarantor and the Representative of the Covered Bondholders; and

(f) any other person authorised by virtue of a resolution of such Meeting or by the Representative of the Covered Bondholders.

11 Voting Certificates and Block Voting Instructions

11.1 A Covered Bondholder may obtain a Voting Certificate in respect of a Meeting by requesting the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian, as the case may be, to issue a certificate in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time.

11.2 A Covered Bondholder may require the Principal Paying Agent to issue a Block Voting Instruction by arranging for their Covered Bonds to be blocked in an account with the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian at least 48 hours before the time fixed for the relevant Meeting, providing to the Principal Paying Agent, where appropriate, evidence that the Covered Bonds are so blocked. The Covered Bondholders may obtain such evidence by, *inter alia*, requesting the Relevant Clearing System, the Monte Titoli Account Holder or the relevant custodian to release a certificate in accordance with, as the case may be: (i) the practices and procedures of the Relevant Clearing System; or (ii) articles 21 and 22 of the regulation issued by the Bank of Italy and CONSOB on 13 August 2018, as subsequently amended and supplemented.

11.3 A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Covered Bonds to which it relates.

11.4 So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Blocked Covered Bonds to which it relates for all purposes in connection with the Meeting.

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

11.6 References to the blocking or release of Covered Bonds shall be construed in accordance with the usual practices (including blocking the relevant account) of any Relevant Clearing System.

11.7 Any registered Holder may require the Registrar to issue a Block Voting Instruction by arranging (to the satisfaction of the Registrar) for the related Covered Bonds issued in registered form to be blocked with the Registrar not later than 48 hours before the time fixed for the relevant Meeting. The registered Holder may require the Registrar to issue a Block Voting Instruction by delivering to the Registrar written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any registered Holder may obtain an uncompleted and unexecuted Form of Proxy from the Registrar. A Block Voting Instruction shall be valid until the release of the Blocked Covered Bonds to which it relates. A Form of Proxy and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Bond.

12 Validity of Block Voting Instructions and Voting Certificates

A Block Voting Instruction or a Voting Certificate shall be valid for the purpose of the relevant Meeting only if it is deposited at the Specified Offices of the Representative of the Covered Bondholders or the Registrar, as the case may be, or at any other place approved by the Representative of the Covered Bondholders, at least 24 hours before the time fixed for 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 business. If the Representative of the Covered Bondholders so requires, a notarised copy of each Block Voting Instruction and satisfactory evidence of the identity of each Proxy named in a Block Voting Instruction or of each Holder or Proxy named therein shall be produced at the Meeting but the Representative of the Covered Bondholders shall not be obliged to investigate the validity of a Block Voting Instruction or a Voting Certificate or the identity of any Proxy or Covered Bondholder named therein.

13 Voting by Show of Hands

13.1 Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands.

13.2 Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed or passed by a particular majority or rejected, or rejected by a particular majority, shall be conclusive without proof of the number of votes cast for, or against, the resolution.

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 Guarantor, the Representative of the Covered Bondholders or any one or more Voters, whatever the Outstanding Principal Balance of the Covered Bonds held or represented by such Voter. A poll may be taken immediately or after such adjournment as is 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. The result of a poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll.

14.2 The Chairman and a poll

The Chairman sets the conditions for the voting, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the terms specified by the Chairman shall be null and void. 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 Voting

Each Voter shall have:

(a) on a show of hands, one vote; and

(b) on a poll, one vote in respect of each Euro 1,000 in principal amount of the Covered Bonds represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy or such other amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate (or, in the case of meetings of holders of Covered Bonds denominated in another currency, such amount in such other currency as the Representative of the Covered Bondholders in its absolute discretion may stipulate).

15.2 Block Voting Instruction and Voting Certificate

Unless the terms of any Block Voting Instruction or Voting Certificate state otherwise in the case of a Proxy, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes he exercises the same way.

15.3 Voting tie

In the case of a voting tie, the relevant Resolution shall be deemed to have been rejected.

16 Voting by Proxy

16.1 Validity

Any vote cast by a Proxy in accordance with the relevant Block Voting Instruction or Voting Certificate appointing a Proxy shall be valid even if such Block Voting Instruction or Voting Certificate or any instruction pursuant to which it has been given had been amended or revoked, provided that none of the Issuer, the Representative of the Covered Bondholders, the Registrar or the Chairman has been notified in writing by the Principal Paying Agent of such amendment or revocation at least 24 hours prior to the time set for the relevant Meeting.

16.2 Adjournment

Unless revoked, the appointment of a Proxy under a Block Voting Instruction or a Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment, save that no such appointment of a Proxy in relation to, exclusively, the meeting originally convened and which has been adjourned for want of a quorum shall remain in force in relation to such meeting when it is resumed. Any person appointed to vote at such Meeting must be re-appointed under a Block Voting Instruction or Voting Certificate to vote at the Meeting when it is resumed.

17 Resolutions

17.1 Ordinary Resolutions

Subject to Article 17.2 (*Extraordinary Resolutions*), a Meeting shall have the following powers exercisable by Ordinary Resolution:

(a) To grant any authority, order or sanction which, under the provisions of these Rules or of the Conditions, is required to be the subject of an Ordinary Resolution or required to be the subject of a resolution or determined by a Meeting and not required to be the subject of an Extraordinary Resolution; and

(b) to authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

17.2 Extraordinary Resolutions

A Meeting, in addition to any powers assigned to it in the Conditions, shall have power exercisable by Extraordinary Resolution to:

(a) sanction any compromise or arrangement proposed to be made between the Issuer, the Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders or any of them;

(b) approve any modification, abrogation, variation or compromise in respect of (a) the rights of the Representative of the Covered Bondholders, the Issuer, the Guarantor, the Covered Bondholders or any of them, whether such rights arise under the Transaction Documents or otherwise, and (b) these Rules, the Conditions or any Transaction Document or any arrangement in respect of the obligations of the Issuer or the Guarantor under or in respect of the Covered Bonds, which, in any such case, shall be proposed by the Issuer, the Guarantor, the Representative of the Covered Bondholders and/or any other party thereto;

(c) assent to any modification of the provisions of these Rules or the Transaction Documents which shall be proposed by the Issuer, the Guarantor, the Representative of the Covered Bondholders or of any Covered Bondholder;

(d) in accordance with Article 25 (*Appointment, Removal and Remuneration*), appoint and remove the Representative of the Covered Bondholders;

(e) discharge or exonerate, whether retrospectively or otherwise, the Representative of the Covered Bondholders from any liability in relation to any act or omission for which the Representative of the Covered Bondholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;

(f) grant any authority, order or sanction which, under the provisions of these Rules or of the Conditions, must be granted by an Extraordinary Resolution;

(g) authorise and ratify the actions of the Representative of the Covered Bondholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

(h) waive any breach or authorised any proposed breached by the Issuer, the Guarantor or any other party of its obligations under or in respect of these Rules, or waive the occurrence of an Issuer Event of Default, a Guarantor Event of Default or a breach of test, and direct the Representative of the Covered Bondholders to suspend the delivery of the relevant Notice to Pay, Acceleration Notice, or Breach of Test Notice;

(i) to appoint any person (whether Covered Bondholders or not) as a committee to represent the interests of the Covered Bondholders and to confer on any such committee any powers which the Covered Bondholders could themselves exercise by Extraordinary Resolution;

(j) authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution; and

(k) in case of failure or request by the Representative of the Covered Bondholders to send a Notice to Pay, Acceleration Notice or Breach of Test Notice, direct the Representative of the Covered Bondholders to deliver such notice as a result of an Issuer Event of Default pursuant to Condition 10(a) (*Issuer Events of Default*) or an Acceleration Notice as a result of a Guarantor Event of Default pursuant to Condition 10(c) (*Guarantor Events of Default*).

17.3 Programme Resolutions

A Meeting shall have power exercisable by a Programme Resolution to direct the Representative of the Covered Bondholders to take steps and/or institute proceedings against the Issuer or the Guarantor pursuant to Conditions 12(b) (*Effect of a Notice to Pay*) and 12(d) (*Effect of an Acceleration Notice*), as applicable.

17.4 Other Series of Covered Bonds

No Ordinary Resolution or Extraordinary Resolution (other than a Programme Resolution which shall be passed by the Holders of all the Series of Covered Bonds then outstanding) that is passed by the Holders of one Series of Covered Bonds shall be effective in respect of another Series of Covered Bonds unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution (as the case may be) of the Holders of Covered Bonds then outstanding of that other Series.

18 Effect of Resolutions

18.1 Binding nature

Subject to Article 17.4 (*Other Series of Covered Bonds*), any resolution passed at a Meeting of the Covered Bondholders duly convened and held in accordance with these Rules shall be binding upon all Covered Bondholders, whether or not present at

such Meeting and/or not voting. A Programme Resolution passed at any Meeting of the holders of the Covered Bonds of all Series shall be binding on all holders of the Covered Bonds of all Series, whether or not present at the meeting and/or not voting.

18.2 Notice of voting results

Notice of the results of every vote on a resolution duly considered by Covered Bondholders shall be published (at the cost of the Issuer) in accordance with the Conditions and given to the Paying Agents (with a copy to the Issuer, the Guarantor, the Registrar and the Representative of the Covered Bondholders within 14 days of the conclusion of each Meeting).

19 Challenge to Resolutions

Any absent or dissenting Covered Bondholder has the right to challenge Resolutions which are not passed in compliance with the provisions of these Rules.

20 Minutes

Minutes shall be made of all resolutions and proceedings of each Meeting and entered in books provided by the Issuer for that purpose. 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.

21 Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by Ordinary Resolution, as if it were an Ordinary Resolution.

22 Individual Actions and Remedies

Each Covered Bondholder has accepted and is bound by the provisions of Condition 13 (*Limited Recourse and Non-Petition*), clause 4 (*Exercise of rights and subrogation*) and clause 11 (*Limited Recourse*) of the Covered Bond Guarantee and clause 10 (*Exercise of Certain Rights*) and clause 14 (*Limited Recourse*) of the Intercreditor Agreement and, accordingly, if any Covered Bondholder is considering bringing individual actions or using other individual remedies to enforce his/her rights under the Covered Bonds and the Covered Bond Guarantee, any such action or remedy shall be subject to a Meeting passing an Extraordinary Resolution consenting to such individual action or other remedy on the grounds that it is consistent with such Condition. In this respect, the following provisions shall apply:

(a) the Covered Bondholder intending to enforce his/her rights under the Covered Bonds will notify the Representative of the Covered Bondholders of his/her intention;

(b) the Representative of the Covered Bondholders will, without delay, call a Meeting in accordance with these Rules (including, for the avoidance of doubt, Article 23.1 (*Choice of Meeting*);

(c) if the Meeting passes an Extraordinary Resolution consenting to the enforcement of the individual action or remedy, the Covered Bondholder will be permitted to take such action or remedy (without prejudice to the fact that, after a reasonable period of time, the same matter may be resubmitted for review at another Meeting); and

(d) if the Meeting of Covered Bondholders does not consent to an individual action or remedy, the Covered Bondholder will be prohibited from taking such individual action or remedy.

23 Meetings and Separate Series

23.1 Choice of Meeting

If and whenever the Issuer shall have issued and have outstanding Covered Bonds of more than one Series, the foregoing provisions of these Rules shall have effect subject to the following modifications:

(a) a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of only one Series shall be deemed to have been duly passed if passed at a meeting of the holders of the Covered Bonds of that Series;

(b) a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series but does not give rise to a conflict of interest between the holders of Covered Bonds of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Covered Bonds of all the Series so affected;

(c) a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series and gives or may give rise to a conflict of interest between the holders of the Covered Bonds of one Series or group of Series so affected and the holders of the Covered Bonds of another Series or group of Series so affected shall be deemed to have been duly passed only if passed at separate meetings of the holders of the Covered Bonds of each Series or group of Series so affected;

(d) a Programme Resolution shall be deemed to have been duly passed only if passed at a single meeting of the Covered Bondholders of all Series; and

(e) to all such meetings, all the preceding provisions of these Rules shall apply, *mutatis mutandis*, as though references therein to Covered Bonds and Covered Bondholders were references to the Covered Bonds of the Series or group of Series in question or to the holders of such Covered Bonds, as the case may be.

23.2 Denominations other than Euro

If the Issuer has issued and has outstanding Covered Bonds which are not denominated in Euro in the case of any Meeting or request in writing or Written Resolution of holders of Covered Bonds of more than one currency (whether in respect of the meeting or any such adjourned Meeting or any poll resulting therefrom or any such request or Written Resolution), the Outstanding Principal Balance of such Covered Bonds shall be the equivalent in Euro at the relevant Swap Rate. In such circumstances, on any poll each person present shall have one vote for each Euro 1,000 (or such other Euro amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate) of the Outstanding Principal Balance of the Covered Bonds (converted as above) which he holds or represents.

24 Further Regulations

Subject to all other provisions contained in these Rules, the Representative of the Covered Bondholders 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 Covered Bondholders in its sole discretion may decide.

TITLE III
THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

25 Appointment, Removal and Remuneration

25.1 Appointment

The appointment of the Representative of the Covered Bondholders takes place by Extraordinary Resolution of the Covered Bondholders in accordance with the provisions of this Article 25, except for the appointment of the first Representative of the Covered Bondholders which will be Securitisation Services S.p.A. appointed under the Programme Agreement.

25.2 Identity of the Representative of the Covered Bondholders

Save for Securitisation Services S.p.A., as first Representative of the Covered Bondholders under the Programme, the Representative of the Covered Bondholders 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 Banking Act; or

(c) any other entity which is not prohibited from acting in the capacity of Representative of the Covered Bondholders pursuant to the law.

The directors and auditors of the Issuer and the Guarantor and those who fall within the conditions set out in article 2399 of the Italian civil code cannot be appointed as Representative of the Covered Bondholders and, if appointed as such, they shall be automatically removed.

25.3 Duration of appointment

Unless the Representative of the Covered Bondholders is removed by Extraordinary Resolution of the Covered Bondholders pursuant to Article 17.2 (*Extraordinary Resolutions*) or resigns pursuant to Article 26 (*Resignation of the Representative of the Covered Bondholders*), it shall remain in office until full repayment or cancellation of all Series of Covered Bonds.

25.4 After termination

In the event of a termination of the appointment of the Representative of the Covered Bondholders for any reason whatsoever, such representative shall remain in office until the substitute Representative of the Covered Bondholders, which shall be an entity specified in Article 25.2 (*Identity of the Representative of the Covered Bondholders*), accepts its appointment, and the powers and authority of the Representative of the Covered Bondholders 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 Covered Bonds.

25.5 Remuneration

The Issuer and, following the delivery of a Notice to Pay, the Guarantor shall pay to the Representative of the Covered Bondholders an annual fee for its services as Representative of the Covered Bondholders from the Issue Date, as agreed either in the initial agreement(s) for the issue of and subscription for the Covered Bonds or in a separate fee letter. Such fees shall accrue from day to day and shall be payable in accordance with the priority of payments set out in the Intercreditor Agreement up to (and including) the date when all the Covered Bonds of whatever Series shall have been repaid in full or cancelled in accordance with the Conditions. Such fees may be increased, in accordance with the provisions of the Programme Agreement, in the event that the Representative of the Covered Bondholders undertakes duties of exceptional nature.

26 Resignation of the Representative of the Covered Bondholders

The Representative of the Covered Bondholders may resign at any time by giving at least three calendar months' written notice to the Issuer and the Guarantor, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Covered Bondholders shall not become effective until a new Representative of the Covered Bondholders has been appointed in accordance with Article 25.1 (*Appointment*) and such new Representative of the Covered Bondholders has accepted its appointment, provided that, if Covered Bondholders fail to select a new Representative of the Covered Bondholders within three months of written notice of resignation delivered by the Representative of the Covered Bondholders, the Representative of the Covered Bondholders may appoint a successor which is a qualifying entity pursuant to Article 25.2 (*Identity of the Representative of the Covered Bondholders*).

27 Duties and Powers of the Representative of the Covered Bondholders

27.1 Representative of the Covered Bondholders as legal representative

The Representative of the Covered Bondholders is the legal representative of the Organisation of the Covered Bondholders and has the power to exercise the rights conferred on it by the Transaction Documents in order to protect the interests of the Covered Bondholders.

27.2 Meetings and resolutions

Unless any Resolution provides to the contrary, the Representative of the Covered Bondholders is responsible for implementing all resolutions of the Covered Bondholders. The Representative of the Covered Bondholders has the right to convene and attend Meetings (together with its advisers at the Issuer's expenses, provided that such expenses are reasonably incurred and duly documented) to propose any course of action which it considers from time to time necessary or desirable.

27.3 Delegation

The Representative of the Covered Bondholders may, in the exercise of the powers, discretions and authorities vested in it by these Rules and the Transaction Documents:

(a) act by responsible officers or a responsible officer for the time being of the Representative of the Covered Bondholders; and

(b) whenever it considers it expedient and in the interest of the Covered Bondholders, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any such delegation may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Covered Bondholders may think fit in the interest of the Covered Bondholders. The Representative of the Covered Bondholders 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 reason of any misconduct, omission or default on the part of such delegate or sub-delegate, *provided that* the Representative of the Covered Bondholders 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. The Representative of the Covered Bondholders shall, as soon as reasonably practicable, give notice to the Issuer and the Guarantor 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 and the Guarantor of the appointment of any sub-delegate as soon as reasonably practicable.

27.4 Judicial proceedings

The Representative of the Covered Bondholders is authorised to represent the Organisation of the Covered Bondholders in any judicial proceedings, including any Insolvency Event in respect of the Issuer and/or the Guarantor.

27.5 Consents given by Representative of Covered Bondholders

Any consent or approval given by the Representative of the Covered Bondholders under these Rules and any other Transaction Document may be given on such terms as the Representative of the Covered Bondholders deems appropriate and, notwithstanding anything to the contrary contained in the Rules or in the Transaction Documents, such consent or approval may be given retrospectively.

27.6 Discretions

Save as otherwise expressly provided herein, the Representative of the Covered Bondholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Covered Bondholders by these Rules or by operation of law.

27.7 Obtaining instructions

In connection with matters in respect of which the Representative of the Covered Bondholders is entitled to exercise its discretion hereunder (including, but not limited, to forming any opinion in connection with the exercise or non exercise of any discretion), the Representative of the Covered Bondholders has the right (but not the obligation) to convene a Meeting or Meetings in order to obtain the Covered Bondholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Covered Bondholders shall be entitled to request that the Covered Bondholders indemnify it and/or provide it with security as specified in Article 28.2 (*Specific limitations*).

27.8 Remedy

The Representative of the Covered Bondholders may determine whether or not a default in the performance by the Issuer or the Guarantor of any obligation under the provisions of these Rules, the Covered Bonds or any other Transaction Documents may be remedied, and, if the Representative of the Covered Bondholders certifies that any such default is, in its opinion, not capable of being remedied, such certificate, subject to the passing of any Extraordinary Resolution under Article 17.2 paragraph (h), shall be conclusive and binding upon the Issuer, the Covered Bondholders, the other creditors of the Guarantor and any other party to the Transaction Documents.

28 Exoneration of the Representative of the Covered Bondholders

28.1 Limited obligations

The Representative of the Covered Bondholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

28.2 Specific limitations

Without limiting the generality of this Article 28.2 (*Specific limitations*), the Representative of the Covered Bondholders:

(a) shall not be under any obligation to take any steps to ascertain whether an Issuer Event of Default or a Guarantor Event of Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Covered Bondholders hereunder or under any other Transaction Document, has occurred and, until the Representative of the Covered Bondholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Issuer Event of Default or a Guarantor Event of Default or such other event, condition or act has occurred;

(b) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or the Guarantor or any other parties of their obligations contained in these Rules, the Transaction Documents or the Conditions and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Covered Bondholders shall be entitled to assume that the Issuer or the Guarantor and each other party to the Transaction Documents are duly observing and performing all their respective obligations;

(c) shall not be under any obligation to disclose (unless and to the extent so required under the Conditions, the terms of any Transaction Documents or by applicable law) to any Covered Bondholders or other Secured Creditor or any other party, any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Representative of the Covered Bondholders by the Issuer, the Guarantor or any other person in respect

of the Cover Pool or, more generally, of the Programme and no Covered Bondholders shall be entitled to take any action to obtain from the Representative of the Covered Bondholders any such information;

(d) except as expressly required in these Rules or any Transaction Document, 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;

(e) shall not be responsible 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, nor shall be responsible for assessing any breach or alleged breach by the Issuer, the Guarantor and any other Party to the transaction, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

(i) the nature, status, creditworthiness or solvency of the Issuer or the Guarantor;

(ii) 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;

(iii) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;

(iv) the failure by the Guarantor to obtain or comply with any licence, consent or other authorisation in connection with the purchase or administration of the assets contained in the Cover Pool; and

(v) any accounts, books, records or files maintained by the Issuer, the Guarantor, the Servicer, the Account Banks, and the Corporate Servicer and the Principal Paying Agent or any other person in respect of the Cover Pool or the Covered Bonds;

(f) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Covered Bonds or the distribution of any of such proceeds to the persons entitled thereto;

(g) shall have no responsibility for procuring or maintaining any rating of the Covered Bonds by any credit or rating agency or any other person;

(h) shall not be responsible for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Representative of the Covered Bondholders contained herein or in any Transaction Document or any certificate, document or agreement relating thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;

(i) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or any Transaction Document;

(j) 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 Guarantor in relation to the assets contained in the Cover Pool or any part thereof, whether such defect or failure was known to the Representative of the Covered Bondholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;

(k) shall not be under any obligation to guarantee or procure the repayment of the Receivables contained in the Cover Pool or any part thereof;

(l) shall not be responsible for reviewing or investigating any report relating to the Cover Pool or any part thereof provided by any person;

(m) shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Cover Pool or any part thereof;

(n) shall not be responsible (except as expressly provided in the Conditions) for making or verifying any determination or calculation in respect of the Covered Bonds, the Cover Pool or any Transaction Document;

(o) shall not be under any obligation to insure the Cover Pool or any part thereof;

(p) shall, when in these Rules or any Transaction Document it is required in connection with the exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Covered Bondholders, have regard to the overall interests of the Covered Bondholders of each Series as a class of persons and shall not be obliged to have regard to any interests arising from circumstances particular to individual Covered Bondholders whatever their number and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Covered

Bondholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or taxing authority, and the Representative of the Covered Bondholders shall not be entitled to require, nor shall any Covered Bondholders be entitled to claim, from the Issuer, the Guarantor, the Representative of the Covered Bondholders or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Covered Bondholders;

(q) shall not, if, in connection with the exercise of its powers, trusts, authorities or discretions, it is of the opinion that the interest of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders of not less than 75 per cent. of the Outstanding Principal Balance of the Covered Bonds of the relevant Series then outstanding;

(r) shall, as regards to the powers, trusts, authorities and discretions vested in it by the Transaction Documents, except where expressly provided therein, have regard to the interests of both the Covered Bondholders and the other creditors of the Guarantor but if, in the opinion of the Representative of the Covered Bondholders, there is a conflict between their interests, the Representative of the Covered Bondholders will have regard solely to the interest of the Covered Bondholders;

(s) may refrain from taking any action or exercising any right, power, authority or discretion vested in it under these Rules or any Transaction Document or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured and/or pre-funded to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all Liabilities suffered, incurred or sustained by it as a result. Nothing contained in these Rules or any of the other Transaction Documents shall require the Representative of the Covered Bondholders to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured, provided that the Representative of the Bondholders shall be indemnified and/or secured to its satisfaction beforehand if it so requests in conjunction with the exercise of any right, power, authority or discretion hereunder; and

(t) shall not be liable or responsible for any Liabilities directly or indirectly suffered or incurred by the Issuer, the Guarantor, any Covered Bondholders or any other Secured Creditors or any other person which may result from anything done or omitted to be done by it in accordance with the provisions of these Rules or the Transaction Documents except insofar as the same are incurred as a result of fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Covered Bondholders.

28.3 Security

The Representative of the Covered Bondholders shall be entitled to exercise all the rights granted by the Guarantor in favour of the Representative of the Covered Bondholders on behalf of the Covered Bondholders and the other Secured Creditors under the security for the discharge of the Secured Amount, created by the Guarantor on or around the Initial Issue Date, pursuant the Italian Deed of Pledge and the English Law Deed of Charge and Assignment (the "**Security**").

The Representative of the Covered Bondholders, acting on behalf of the Covered Bondholders and the other Secured Creditors, may:

(a) prior to enforcement of the Security, appoint and entrust the Guarantor to collect, in the Covered Bondholders and the other Secured Creditors' interest and on their behalf, any amounts deriving from the Security and may instruct, jointly with the Guarantor, the obligors whose obligations form part of the Security to make any payments to be made thereunder to an Account of the Guarantor;

(b) acknowledge that the Accounts to which payments have been made in respect of the Security shall be deposit accounts for the purpose of article 2803 of the Italian civil code and agree that such Accounts shall be operated in compliance with the provisions of the Cash Management and Agency Agreement and the Intercreditor Agreement; and

(c) agree that all funds credited to the Accounts from time to time shall be applied prior to enforcement of the Security, in accordance with the Conditions and the Intercreditor Agreement.

The Representative of the Covered Bondholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the Security, except in accordance with the foregoing, the Conditions and the Intercreditor Agreement.

28.4 Covered Bonds held by Issuer

The Representative of the Covered Bondholders may assume without enquiry that no Covered Bonds are, at any given time, held by or for the benefit of the Issuer.

28.5 Illegality

No provision of these Rules shall require the Representative of the Covered Bondholders to do anything which may be illegal or contrary to applicable law or regulations or to expend moneys or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Representative of the Covered Bondholders 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 liabilities which it may incur as a consequence of such action. The Representative of the Covered Bondholders may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

29 Reliance on Information

29.1 Advice

The Representative of the Covered Bondholders may act on the advice of a certificate or opinion of, or any written information obtained from, any lawyer, accountant, banker, broker, tax adviser, credit or rating agency or other expert, whether obtained by the Issuer, the Guarantor, the Representative of the Covered Bondholders or otherwise, and shall not be liable for any loss occasioned by so acting. Any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, e-mail or fax transmission and the Representative of the Covered Bondholders shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic.

29.2 Certificates of Issuer and/or Guarantor

The Representative of the Covered Bondholders may require, and shall be at liberty to accept as sufficient evidence:

(a) as to any fact or matter prima facie within the Issuer's or the Guarantor's knowledge, a certificate duly signed by a director of the Issuer or (as the case may be) the Guarantor; and

(b) that such is the case, a certificate of a director of the Issuer or (as the case may be) the Guarantor to the effect that any particular dealing, transaction, step or thing is expedient,

and the Representative of the Covered Bondholders 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 any of its officers in charge of the administration of these Rules shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

29.3 Resolution or direction of Covered Bondholders

The Representative of the Covered Bondholders shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect whereof minutes have been made and signed or a direction of the requisite percentage of Covered Bondholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the giving of the direction was not valid or binding upon the Covered Bondholders.

29.4 Certificates of Monte Titoli Account Holders

The Representative of the Covered Bondholders, in order to ascertain ownership of the Covered Bonds, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

29.5 Clearing Systems or Registrar

The Representative of the Covered Bondholders 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 or Registrar, as the case may be, as the Representative of the Covered Bondholders considers appropriate, or any form of record made by any clearing system or Registrar, as the case may be, 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 Covered Bonds.

29.6 Rating Agency

The Representative of the Covered Bondholders shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules, that such exercise will not be materially prejudicial to the interests of the Covered Bondholders of any Series or of all Series for the time being outstanding if the Rating Agency has confirmed that the then current rating of the Covered Bonds of any such Series or all such Series (as the case may be) would not be adversely affected by such exercise, have otherwise given their consent or have otherwise informed the Representative of the Covered Bondholders that they will not take an adverse rating action as a result of the exercise by the Representative of the Covered Bondholders of any of its powers, authorities, duties or discretions hereunder.

If the Representative of the Covered Bondholders, in order to properly exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agency as to how a specific act would affect any outstanding rating of the Covered Bonds, the Representative of the Covered Bondholders may inform the Issuer, which will then obtain such views at its expense on behalf of the Representative of the Covered Bondholders, or the Representative of the Covered Bondholders may seek and obtain such views itself at the cost of the Issuer.

29.7 Certificates of parties to Transaction Document

The Representative of the Covered Bondholders shall have the right to call for or require the Issuer or the Guarantor to call for and to rely on written certificates issued by any party (other than the Issuer or the Guarantor) to the Intercreditor Agreement or any other Transaction Document:

(a) in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Transaction Document;

(b) as any matter or fact prima facie within the knowledge of such party; or

(c) as to such party's opinion with respect to any issue,

and the Representative of the Covered Bondholders shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any Liabilities incurred as a result of having failed to do so unless any of its officers has actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

29.8 Auditors

The Representative of the Covered Bondholders shall not be responsible for reviewing or investigating any auditors' report or certificate and may rely on the contents of any such report or certificate.

30 Amendments and Modifications

30.1 The Representative of the Covered Bondholders may at any time and without the consent or sanction of the Covered Bondholders concur with the Issuer and/or the Guarantor and any other relevant parties in making any amendment and modification (and for this purpose the Representative of the Covered Bondholders may disregard whether any such amendment and modification relates to a Series Reserved Matter):

(a) to these Rules, the Conditions and/or the other Transaction Documents which, in the opinion of the Representative of the Covered Bondholders, it may be proper to make and will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series and the Secured Creditors; and

(b) to these Rules, the Conditions or the other Transaction Documents which is of a formal, minor or technical nature or, which, in the opinion of the Representative of the Covered Bondholders, is made to correct a manifest error or an error established as such to the satisfaction of the Representative of the Covered Bondholders or an error which is proven or is necessary or desirable for the purposes of clarification or to comply with mandatory provisions of law; and

(c) to these Rules, the Conditions or the other Transaction Documents which is required or opportune for the purposes of complying with a change in law or in the interpretation or administration of the MEF Decree, the Law 130, the BoI Regulations or any guidelines issued by the Bank of Italy in respect thereof.

30.2 Any such modification may be made on such terms and subject to such condition (if any) as the Representative of the Covered Bondholders determines and shall be binding upon the Covered Bondholders and, unless the Representative of the Covered Bondholders otherwise agrees, shall be notified by the Issuer or the Guarantor (as the case may be) to the Covered Bondholders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

30.3 The Representative of the Covered Bondholders shall be bound to concur with the Issuer and the Guarantor and any other party in making any of the above-mentioned modifications if it is so directed by an Extraordinary Resolution and only if it is

indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

30.4 Establishing an error

In establishing whether an error has occurred as such, the Representative of the Covered Bondholders may have regard to any evidence on which the Representative of the Covered Bondholders considers it appropriate to rely and may, but shall not be obliged to, have regard to any of the following:

(a) a certificate from the Arranger:

(i) stating the intention of the parties to the relevant Transaction Document;

(ii) confirming nothing has been said to, or by, investors or any other parties which is in any way inconsistent with such stated intention; and

(iii) stating the modification to the relevant Transaction Documents that is required to reflect such intention; and

(b) confirmation from Moody's that, after giving effect to such modification, the Covered Bonds shall continue to have the same credit ratings as those assigned to them immediately prior to the modification.

31 Waiver

31.1 Waiver of breach

The Representative of the Covered Bondholders may, at any time and from time to time without any consent or sanction of the Covered Bondholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act, but only if, and insofar as, in its opinion the interests of the Covered Bondholders then outstanding shall not be materially prejudiced thereby:

(a) authorise or waive, on such terms and subject to such conditions (if any) as it may decide, any proposed breach or breach of any of the covenants or provisions contained in the Covered Bond Guarantee or any of the obligations of or rights against the Guarantor under any other Transaction Documents; or

(b) determine that any Event of Default shall not be treated as such for the purposes of the Transaction Documents.

31.2 Binding nature

Any authorisation, waiver or determination referred to in this Article 31 (*Waiver*) shall be binding on the Covered Bondholders.

31.3 Restriction on powers

The Representative of the Covered Bondholders shall not exercise any powers conferred upon it by this Article 31 in contravention of any express direction by an Extraordinary Resolution of the holders of the Covered Bonds then outstanding or of a request or direction in writing made by the holders of not less than 75 per cent. in aggregate Outstanding Principal Balance of the Covered Bonds (in the case of any such determination, with the Covered Bonds of all Series taken together as a single Series as aforesaid) and at all times then only if it shall be indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing but so that no such direction or request:

(a) shall affect any authorisation, waiver or determination previously given or made; or

(b) authorise or waive any such proposed breach or breach relating to a Series Reserved Matter unless holders of Covered Bonds of each such Series has, by Extraordinary Resolution, so authorised its exercise.

31.4 Notice of waiver

Unless the Representative of the Covered Bondholders agrees otherwise, the Issuer shall cause any such authorisation, waiver or determination to be notified to the Covered Bondholders and the Secured Creditors, as soon as practicable after it has been given or made in accordance with Condition 16 (*Notices*).

32 Indemnity

Pursuant to the Programme 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 Covered Bondholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands duly documented and properly incurred by or made against the Representative of the Covered Bondholders, including, but not limited to, legal expenses, and any stamp, issue, registration, documentary

and other taxes or duties paid by the Representative of the Covered Bondholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Covered Bondholders pursuant to the Transaction Documents against the Issuer, or any other person to enforce any obligation under these Rules, the Covered Bonds or the Transaction Documents except insofar as the same are incurred as a result of fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Covered Bondholders.

33 Liability

Notwithstanding any other provision of these Rules, the Representative of the Covered Bondholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Covered Bonds or the Rules except in relation to its own fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*).

TITLE IV
THE ORGANISATION OF THE COVERED BONDHOLDERS AFTER SERVICE OF AN ACCELERATION NOTICE

34 Powers to Act on Behalf of the Guarantor

It is hereby acknowledged that, upon the service of an Acceleration Notice or, prior to the service of an Acceleration Notice, failing the Guarantor to exercise any right to which it is entitled, pursuant to the Intercreditor Agreement and the Mandate Agreement, the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, shall be entitled (also in the interests of the Secured Creditors) pursuant to articles 1411 and 1723 of the Italian civil code, to exercise certain rights in relation to the Cover Pool. Therefore, the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, will be authorised, pursuant to the terms of the Intercreditor Agreement, to exercise, in the name and on behalf of the Guarantor and as *mandatario in rem propriam* of the Guarantor, any and all of the Guarantor'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

35 Governing Law

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

36 Jurisdiction

The Courts of Milan will have exclusive jurisdiction to law and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with these Rules.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS - The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive (UE) 2016/97 (the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or int the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPS Regulation.][47]

MIFID II Product Governance / Professional investors and ECPs only target market – Solely for the purposes of each of the manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU ("**MiFID II**") / [MiFID II]; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Final Terms dated [●]

BPER Banca S.p.A.
a bank incorporated as a joint-stock company
(società per azioni) in the Republic of Italy

Issue of [*Aggregate Nominal Amount of Tranche*] [*Description*] **Covered Bonds due** [*Maturity*]

unconditionally and irrevocably guaranteed as to payments of interest and principal by Estense Covered Bond S.r.l.

(*incorporated as a limited liability company in the Republic of Italy*)

[47] Legend to be included on front of the Final Terms if the Covered Bonds potentially constitute "packaged" products or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

under the Euro 7,000,000,000 Covered Bond Programme

PART A
CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated 15 September 2020 which constitutes a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**. This document constitutes the Final Terms of the OBG described herein for the purposes of Article 8 of the Prospectus Regulation. These Final Terms contain the final terms of the Covered Bonds and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer, the Guarantor and the offer of the Covered Bonds described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus[, including the supplement[s]] [is/are] available for viewing at the website of the Luxembourg Stock Exchange at www.bourse.lu. These Final Terms will be published on website of the Luxembourg Stock Exchange at www.bourse.lu.

(*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms*.). [*When completing any final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation*.]

1	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
2	Specified Currency or Currencies:	[●]
3	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
4	Issue Price:	[●] per cent. of the aggregate nominal amount
5	(i) Specified Denominations:	€ 100,000 [plus integral multiples of [●] in addition to the said sum of € [1,000]] (*Include the wording in square brackets where the Specified Denomination is Euro 100,000 or equivalent plus multiples of a lower principal amount*)
	(ii) Calculation Amount:	[●]
6	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[*Specify*/Issue Date/Not Applicable]
7	Maturity Date:	[*Specify date or (for Floating Rate Covered Bonds) CB Payment Date falling in or nearest to the relevant month and year*]
8	Extended Maturity Date of Guaranteed Amounts corresponding to Final	[*Not applicable/Specify date or (for Floating Rate Covered Bonds) CB Payment Date falling in or nearest to the*

	Redemption Amount under the Covered Bond Guarantee:	*relevant month and year*] (as referred to in Condition 7(b))
9	Interest Basis:	[[●] per cent. Fixed Rate] [[*Specify reference rate*] +/- [*Margin*] per cent. Floating Rate] [Zero Coupon (as referred to in Condition 6)] [(further particulars specified in items [15] / [16] / [17] below)]
10	Redemption/Payment Basis:	[Subject to any purchase and cancellation or early redemption, the Covered Bonds (other than Zero Coupon Covered Bonds) will be redeemed on the Maturity Date at par (as referred to in Condition 7(a))] / [Subject to any purchase and cancellation or early redemption, Instalment Covered Bonds will be redeemed at par on the payment dates and the relevant amounts specified in item [23] / [Subject to any purchase and cancellation or early redemption, Zero Coupon Covered Bonds will be redeemed on the Maturity Date at [[●] *(insert an amount above 100%)*/[100]] per cent. of their nominal amount.] (as referred to in Condition 7(j))
11	Change of Interest Basis:	[Not Applicable] / [●] *(insert details of the interest basis applicable)*
12	Put/Call Options:	[Not Applicable] [Put Option (as referred to in Condition 7(f))] [Call Option (as referred to in Condition 7(d))] [(further particulars specified in items [18] / [19] below)]
13	[Date of [Board] approval for issuance of Covered Bonds [and of receipt of Covered Bond Guarantee]:	[●] [and [●]], respectively (*N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Covered Bonds or related Covered Bond Guarantee*)]
14	Method of distribution:	[Syndicated/Non-syndicated]

Provisions Relating to Interest (if any) Payable

15	**Fixed Rate Provisions**	[Applicable/Not Applicable] (as referred to in Condition 4) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate(s) of Interest:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
	(ii) CB Payment Date(s):	[●] in each year [adjusted in accordance with [Following Business Day Convention] / [FRN Convention, Floating Rate Convention or Eurodollar Convention] / [Modified Following Business Day Convention or Modified Business Day Convention] / [Preceding Business Day Convention]

		(specify Business Day Convention and any applicable Additional Business Centre(s) for the definition of "Business Day") / [not adjusted]
	(iii) Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
	(iv) Broken Amount(s):	[●] per Calculation Amount, payable on the CB Payment Date falling [in/on] [●]
	(v) Day Count Fraction:	[Actual/Actual (ICMA)/ Actual/Actual (ISDA)/ Actual/365 (Fixed)/ Actual/360/30/360/ 30E/360/ Eurobond Basis/ 30E/360 (ISDA)]
16	**Floating Rate Provisions**	[Applicable/Not Applicable] (as referred to in Condition 5) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) CB Interest Period(s):	[●]
	(ii) Specified Period:	[●] (*Specified Period and CB Payment Dates are alternatives. A Specified Period, rather than CB Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable"*)
	(iii) CB Payment Dates:	[●] *(Specified Period and CB Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*
	(iv) First CB Payment Date:	[●]
	(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(vi) Additional Business Centre(s):	[Not Applicable/ *Insert relevant place for Additional Business Centre*]
	(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination / ISDA Determination]
	(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent):	[●] / [Not Applicable]
	(ix) Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	• Reference Rate:	[*For example, LIBOR or EURIBOR*]
	• Interest Determination Date(s):	[●]
	• Relevant Screen Page:	[For example, Reuters LIBOR 01/EURIBOR 01]
	• Relevant Time:	[For example, 11.00 a.m. London time/Brussels time]
	• Relevant Financial Centre:	[*For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro*]
(x)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Floating Rate Option:	[●]
	• Designated Maturity:	[●]
	• Reset Date:	[●]
(xi)	Margin(s):	[+/-][●] per cent. per annum
(xii)	Minimum Rate of Interest:	[●] per cent. per annum
(xiii)	Maximum Rate of Interest:	[●] per cent. per annum
(xiv)	Day Count Fraction:	[Actual/Actual (ICMA)/ Actual/Actual (ISDA)/ Actual/365 (Fixed)/ Actual/360/30/360/ 30E/360/ Eurobond Basis/ 30E/360 (ISDA)]
17	**Zero Coupon Provisions**	[Applicable/Not Applicable] (as referred to in Condition 6) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Accrual Yield:	[●] per cent. per annum
(ii)	Reference Price:	[●]
Provisions Relating to Redemption		
18	**Call Option**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s) of Covered:	[●] per Calculation Amount
(iii)	If redeemable in part:	
	Minimum Redemption Amount:	[[●] per Calculation Amount/Not Applicable]
	Maximum Redemption Amount:	[[●] per Calculation Amount/Not Applicable]
(iv)	Notice period:	[●]

19	**Put Option**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Covered Bonds:	[●] per Calculation Amount
	(iii) Notice period:	[●]
20	**Final Redemption Amount**	[●] per Calculation Amount *(The Final Redemption Amount in respect of any Series of Covered Bonds other than Zero Coupon Covered Bonds shall be equal to the nominal amount of the relevant Covered Bonds)*
21	**Early Redemption Amount**	[Not Applicable/ [●] per Calculation Amount] (as referred to in Condition 7)
	Early redemption amount(s) per Calculation Amount payable on redemption for taxation reasons or on acceleration following a Guarantor Event of Default:	(*If both the Early Redemption Amount and the Early Termination Amount are the principal amount of the Covered Bonds/specify the Early Redemption Amount and/or the Early Termination Amount if different from the principal amount of the Covered Bonds*)

General Provisions Applicable To The Covered Bonds

22	Additional Financial Centre(s):	[Not Applicable/*Insert place for Additional Financial Centre*] [*Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub paragraphs 15(ii) and 16 (vi) relate*]
23	Details relating to Covered Bonds for which principal is repayable in instalments: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*insert amount of each instalment, date on which each payment is to be made*]

Third party information

[(*Relevant third party information*) has been extracted from (*specify source*). Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of
BPER BANCA S.P.A.

By: .....
Duly authorised

Signed on behalf of
ESTENSE COVERED BOND S.r.l.

By: .....
Duly authorised

PART B
OTHER INFORMATION

1 Listing And Admission To Trading

(i)	Listing:	[Official List of the Luxembourg Stock Exchange / (*specify other*) / None]
(ii)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange/*specify other regulated market*] with effect from [●].] [Not Applicable.]
(iii)	Estimate of total expenses related to admission to trading:	[●]

2 Ratings

Ratings: The Covered Bonds to be issued have been rated:

[Moody's: [●]]

[[Other]: [●]]

[●] (*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.)*

(*The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

[The credit ratings included or referred to in these Final Terms have been issued by [Moody's], which is established in the United Kingdom and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended from time to time (the "**CRA Regulation**") as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the ESMA's website (for more information please visit the ESMA webpage http://www.esma.europa.eu/page/List-registered-and-certified-CRAs).] / [The credit ratings included or referred to in these Final Terms have been issued by [*Insert legal name of particular credit rating agency entity providing rating*] which is established in the European Union or the United Kingdom and [is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at http://www.esma.europa.eu/supervision/credit-rating-

agencies/risk as being registered] / [The credit ratings included or referred to in these Final Terms have not been issued or endorsed by any credit rating agency which is established in the European Union or in the United Kingdom and registered under the CRA Regulation].

(*Include the relevant wording as applicable depending on the relevant rating agency assigning a rating to the Covered Bonds issued*)

3 Interests of Natural and Legal Persons Involved in the Issue/Offer

[Save for any fees payable to the Dealer(s),] so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer.

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)

4 Reasons for the offer, estimated net proceeds and total expenses

Reasons for the offer/use of proceeds:	[●]
Estimated net amounts of proceeds:	[●]
Estimated expenses in relation to the admission to trading:	[●] (*Include breakdown of expenses*)]

5 Fixed Rate Covered Bonds only – Yield

Indication of yield:	[●] / [Not Applicable]

6 Floating Rate Covered Bonds only – Historic Interest Rates

[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters] / [●] on the screen page [●]] / [Not Applicable].

Benchmarks	*Amounts payable under the Covered Bonds will be calculated by reference to [●] which is provided by [●]. As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the **Benchmarks Regulation**).* *[As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that [●] is not currently*

required to obtain authorisation or registration.]]

7 Distribution

(i) If syndicated, names of Managers:	[Not Applicable / [●]]
(ii) Stabilising Manager(s) (if any):	[Not Applicable / [●]]
If non-syndicated, name of Dealer:	[Not Applicable / [●]]
U.S. Selling Restrictions:	[Reg. S Compliance Category: TEFRA C/TEFRA D/TEFRA not applicable]
[Date of [Subscription] Agreement] or of other contractual arrangement to subscribe the Covered Bonds:	[Not Applicable / [●]]
Prohibition of Sales to EEA and UK Retail Investors:	[Applicable/Not Applicable] (*If the Covered Bonds clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified*)

8 Operational Information

ISIN Code:	[●]
Common Code:	[●]
[CFI:	[[●], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not applicable]
FISN:	[[●] as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not Applicable]] ***[TBD IF REQUIRED]***
Any Relevant Clearing System(s) other than Monte Titoli S.p.A. Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable / [_____].]
Address of any Relevant Clearing System(s) other than Monte Titoli S.p.A., Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme	[Not Applicable / [_____].]
Delivery:	Delivery [against/free of] payment.
Names and Specified Offices of additional Paying Agent(s) (if any):	[●]

Calculation Agent(s) (if any):	[●]
Listing Agent(s) (if any):	[●]
Representative of the Covered Bondholders (if any):	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes/No] [Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to be held in a form which would allow Eurosystem eligibility (i.e. issued in dematerialised form (*emesse in forma dematerializzata*) and wholly and exclusively deposited with Monte Titoli in accordance with 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, as amended, through the authorised institutions listed in article 83-*quater* of such legislative decree) and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

KEY FEATURES OF REGISTERED COVERED BONDS (*NAMENSSCHULD VERSCHREIBUNGEN*)

The Issuer may issue, under the Programme, German law governed covered bonds in registered form (*Namensschuld verschreibungen*) (the "**Registered Covered Bonds**"), each issued with a minimum denomination indicated in the applicable terms and conditions of the relevant Registered Covered Bonds (the "**Registered CB Conditions**").

The Registered Covered Bonds shall be governed by a set of legal documentation in the form from time to time agreed with the relevant Dealer and will not be governed by the Conditions set out in this Base Prospectus. Such legal documentation will comprise the relevant Registered CB Conditions, the form of assignment agreement, attached to the Registered CB Conditions, to be used for any subsequent transfer of the Registered Covered Bonds (the "**Assignment Agreement**"), the related Registered Covered Bonds rules of organisation agreement, in the form from time to time agreed with the relevant Dealer, pursuant to which the holders of the Registered Covered Bonds will (a) agree to be bound by the terms of the Transaction Documents and (b) undertake to comply with the obligations, limitations and other covenants as to the exercise of certain rights in accordance with the principles set out in the Rules of the Organisation of the Covered Bondholders (the "**Registered CB Rules Agreement**") and the letter of appointment of (i) any additional paying agent in respect of the Registered Covered Bonds (the "**Registered Paying Agent**") and (ii) the registrar in respect of the Registered Covered Bonds (the "**Registrar**"). Notwithstanding the foregoing, the Issuer will be entitled to enter into a different or additional set of documentation as agreed with the relevant Dealer in relation to a specific issue of Registered Covered Bonds.

The relevant Registered Covered Bonds, together with the related Registered CB Conditions attached thereto, the relevant Registered CB Rules Agreement and any other document expressed to govern such Registered Covered Bonds, will constitute the full terms and conditions of the relevant Registered Covered Bonds.

The Registered Covered Bonds will constitute direct, unconditional, unsubordinated obligations of the Issuer, guaranteed by the Guarantor pursuant to the terms of the Covered Bond Guarantee with limited recourse to the Available Funds. The Registered Covered Bonds will rank *pari passu* and without any preference among themselves and the Covered Bonds, except in respect of the applicable maturity of each Tranche of the Covered Bonds and the Registered Covered Bonds (as applicable), and (save for any applicable statutory provisions) at least equally with all other present and future unsecured, unsubordinated obligations of the Issuer having the same maturity of each Series of Registered Covered Bonds or Tranche of Covered Bonds, from time to time outstanding.

In accordance with the legal framework established by Law 130 and the MEF Decree and with the terms and conditions of the relevant Registered CB Rules Agreement and the Transaction Documents, the holders of Registered Covered Bonds shall have recourse to the Issuer and to the Guarantor, provided, however, that recourse to the Guarantor shall be limited to the Available Funds and the assets comprised in the Cover Pool, subject to, and in accordance with, the relevant Priority of Payments.

The payment obligations under all the Registered Covered Bonds and the Covered Bonds issued from time to time shall be cross-collateralised by all the assets included in the Cover Pool, through the Covered Bond Guarantee.

The Registered Covered Bonds will not be listed and/or admitted to trading on any market and will not be settled through a clearing system. Registered Covered Bonds will be issued in registered form (*nominativi*) as *Namensschuld verschreibungen* and will not be dematerialised.

The Registered Covered Bonds will be governed by the laws of the Federal Republic of Germany, save that, in any case, certain provisions (including those relating to status, limited recourse of the Registered Covered Bonds and those applicable to the Issuer and the Cover Pool) shall be governed by Italian law.

In connection with the Registered Covered Bonds, references in this Base Prospectus to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified, stated, shown, indicated or otherwise provided in the relevant Registered CB Conditions, the Registered CB Rules Agreement relating thereto or any other document expressed to govern such Registered Covered Bonds and, as applicable, each other reference to Final Terms in the Base Prospectus shall be construed and read as a reference to such Registered CB Conditions, the Registered CB Rules Agreement thereto or any other document expressed to govern such Registered Covered Bonds.

A transfer of Registered Covered Bonds shall not be effective until the transferee has delivered to the Registrar a duly executed Assignment Agreement. A transfer can only occur for the minimum denomination indicated in the applicable Registered CB Conditions or multiples thereof. Approval by the CSSF relates only to the Covered Bonds and does not include the Registered Covered Bonds.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the laws in force (and practice in effect) in Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis.

The following is a general overview of current Italian law and practice relating to certain Italian tax matters concerning the purchase, ownership and disposal of the Covered Bonds. It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Covered Bonds and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

Prospective purchasers of the Covered Bonds are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Covered Bonds.

Tax treatment of the Covered Bonds

Legislative Decree No. 239 of 1 April 1996, as subsequently amended, ("**Decree 239**") provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes issued, *inter alia*, by Italian banks, falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*). For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at redemption, an amount not lower than their nominal value and do not attribute to the holders any direct or indirect right to control or participate to the management of the Issuer.

Italian resident Covered Bondholders

Where an Italian resident Covered Bondholder is (a) an individual not engaged in an entrepreneurial activity to which the Covered Bonds are effectively connected (unless the individual has opted for the application of the "*risparmio gestito*" regimes – see "*Capital Gains Tax*" below), (b) a non-commercial partnership (other than a *società in nome colettivo or società in accomandita semplice* or similar partnership), (c) a non-commercial private or public institution, or (d) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to the Covered Bonds, accrued during the relevant holding period, are subject to a withholding tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent.

In the event that the Covered Bondholders described under (a) or (c) above are engaged in an entrepreneurial activity to which the Covered Bonds are connected, the *imposta sostitutiva* applies as a provisional tax payment.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 (*enti di previdenza obbligatoria*) may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Covered Bonds if the Covered Bonds are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth under Italian law..

Where an Italian resident Covered Bondholder is a company or similar commercial entity (including limited partnership qualified as *società in nome collettivo or società in accomandita semplice* and private or public institutions carrying out commercial activities and holding the Covered Bonds in connection with this kind of activities) or a permanent establishment in Italy of a foreign company to which the Covered Bonds are effectively connected and the Covered Bonds are deposited with an authorised intermediary, interest,

premium and other income from the Covered Bonds will not be subject to *imposta sostitutiva*, but must be included in the relevant Covered Bondholder's annual income tax return and are therefore subject to general Italian corporate taxation ("**IRES**") (and, in certain circumstances, depending on the "*status*" of the Covered Bondholder, also to regional tax on productive activities ("**IRAP**")).

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001 ("**Decree 351**"), Law Decree No. 78 of 31 May 2010, converted into Law. No. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, as amended, payments of interest, premiums or other proceeds in respect of the Covered Bonds (deposited with an authorised intermediary) made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-*bis* of Law No. 86 of 25 January 1994 and Italian real estate investment companies with fixed capital ("**Real Estate SICAFs**" and, together with the Italian resident real estate investment funds, the "**Real Estate Funds**"), are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Funds, but subsequent distributions made in favour of unitholders or shareholders will be subject, in certain circumstances, to a withholding tax of 26 per cent.; subject to certain conditions, depending on the status of the investor and percentage of participation, income of the Real Estate Funds is subject to taxation in the hands of the unitholder or shareholder regardless of distribution.

If an investor is resident in Italy and is an open-ended or a closed-ended investment fund, a SICAF (an investment company with fixed capital) or a SICAV (an investment company with variable capital) established in Italy and either (i) the fund, the SICAF or the SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the "**Fund**"), and the relevant Covered Bonds are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Covered Bonds will not be subject to imposta sostitutiva, but must be included in the management results of the Fund accrued at the end of each tax period. The Fund will not be subject to taxation on such result, but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions and/or redemption made in favour of unitholders or shareholders.

Where an Italian resident Covered Bondholder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Covered Bonds are deposited with an authorised intermediary, interest, premium and other income relating to the Covered Bonds and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Covered Bonds may be excluded from the taxable base of the 20 per cent. substitute tax if the Covered Bonds are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, *Società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *Società di gestione del risparmio* ("**SGRs**"), stock exchange agents and other entities identified by a Decree of the Ministry of Economy and Finance (each an "**Intermediary**") as subsequently amended and integrated.

An Intermediary must: (a) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (b) intervene, in any way, in the collection of interest or in the transfer of the Covered Bonds. For the purpose of the application of the *imposta sostitutiva*, a transfer of Covered Bonds includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Covered Bonds or in a change of the Intermediary with which the Covered Bonds are deposited.

Where the Covered Bonds are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary or entity paying interest to a Covered Bondholder or, absent that, by the Issuer.

Non-Italian resident Covered Bondholders

Where the Covered Bondholder is a non-Italian resident, without a permanent establishment in Italy to which the Covered Bonds are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident (a) is the beneficial owner of the payment of interest, premiums or other income received under the Covered Bonds, (b) is resident, for tax purposes, in a country or territory which allows for a satisfactory exchange of information with Italy as currently listed in the Italian Ministerial Decree of 4 September 1996, and possibly further amended by future decrees issued pursuant to Article 11(4)(c) of Decree 239 (the "**White List**"); and (c) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from imposta sostitutiva are met or complied with in due time.

Decree No. 239 also provides for additional exemptions from *imposta sostitutiva* for payments of interest premiums or other income in respect of the Covered Bonds made to (a) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (b) a Central bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (c) an institutional investor incorporated in a country included in the White List, even if it does not possess the status of taxpayer in its own country.

In order to ensure gross payment, non-resident investors must be the beneficial owners of payments of interest, premium or other income and (a) deposit, directly or indirectly, the Covered Bonds, the coupons with a bank or a SIM or a permanent establishment in Italy of a non-resident bank or SIM or with a non-resident operator of a clearing system having appointed as its agent in Italy for the purposes of Decree No. 239 and which are in contact via computer with the Ministry of Economy and Finance and (b) file in due time with the relevant depositary, prior to or concurrently with the deposit of the Covered Bonds, a statement of the relevant Covered Bondholder, to be provided only once, until revoked or withdrawn, in which the Covered Bondholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy or in the case of foreign Central Banks or entities which manage the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001.

Failure of a non-resident Covered Bondholder to comply in due time with the procedures set forth in Decree No. 239 and in the relevant implementation rules will result in the application of *imposta sostitutiva* on payments of interest, premium or other income made to a non-resident Covered Bondholder.

Should the above exemptions not be applicable, non-Italian resident Covered Bondholder may be entitled to claim, if certain relevant conditions are met, a reduction of the 26 per cent *imposta sostitutiva* under the double taxation treaty, if any, between Italy and its State country of residence, subject to timely filing of required documentation.

Payments made by an Italian resident guarantor

With respect to payments on the Covered Bonds made to certain Italian resident Covered Bondholders by an Italian resident guarantor, in accordance with one interpretation of Italian tax law, any payment of liabilities equal to interest and other proceeds from the Covered Bonds may be subject to a provisional withholding tax at a rate of 26 per cent. pursuant to Presidential Decree No. 600 of 29 September 1973, as subsequently

amended. In case of payments to non-Italian resident Covered Bondholders, the withholding tax may be applied at 26 per cent. as a final tax.

Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax.

In accordance with another interpretation, any such payment made by the Italian resident guarantor will be treated, in certain circumstances, as a payment by the relevant Issuer and will thus be subject to the tax regime described in the previous paragraphs of this section.

Atypical Securities

Interest payments relating to Covered Bonds that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986 may be subject to a withholding tax, levied at the rate of 26 per cent.

Where the Covered Bondholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Covered Bonds are connected, (b) an Italian company or a similar Italian commercial entity, (c) a permanent establishment in Italy of a foreign entity to which the Covered Bonds are effectively connected, (d) an Italian commercial partnership or (e) an Italian commercial private or public institution and trusts, such withholding tax applies as a provisional withholding tax. In all other cases the withholding tax is levied as a final withholding tax.

Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax in case of payments to non-Italian resident Covered Bondholders, subject to proper compliance with relevant subjective and procedural requirements.

Capital gains tax

Any gain obtained from the sale, early redemption or redemption of the Covered Bonds would be treated as part of the taxable income subject to income tax in Italy according to the relevant ordinary tax rules (and, in certain circumstances, depending on the "status" of the Covered Bondholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Covered Bonds are effectively connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Covered Bonds are connected.

Where an Italian resident Covered Bondholder is (i) an individual holding the Covered Bonds not in connection with an entrepreneurial activity, (ii) a non-commercial partnership (other than a *società in nome colettivo or società in accomandita semplice* or similar partnership), (iii) a non-commercial private or public institution, any capital gain realised by such Covered Bondholder from the sale early redemption or redemption of the Covered Bonds would be subject to an *imposta sostitutiva*, levied at the current rate of 26 per cent. Covered Bondholders may set off losses with gains.

In respect of the application of the *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for taxation of capital gains realised by Covered Bondholders under (i) to (iii) above, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Covered Bondholder holding the Covered Bonds not in connection with an entrepreneurial activity pursuant to all sales, early redemption or redemptions of the Covered Bonds carried

out during any given tax year. Italian resident individuals holding the Covered Bonds not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident Covered Bondholders holding the Covered Bonds under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale, early redemption or redemption of the Covered Bonds (the *risparmio amministrato* regime provided for by Article 6 of the Legislative Decree No. 461 of 21 November 1997, as a subsequently amended, the "**Decree 461**"). Such separate taxation of capital gains is allowed subject to (a) the Covered Bonds being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (b) an express and valid election for the *risparmio amministrato* regime being punctually made in writing by the relevant Covered Bondholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale, early redemption or redemption of the Covered Bonds (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Covered Bondholder or using funds provided by the Covered Bondholder for this purpose. Under the *risparmio amministrato* regime, where a sale, early redemption or redemption of the Covered Bonds results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Covered Bondholder is not required to declare the capital gains in the annual tax return.

Any capital gains realised or accrued by Italian Covered Bondholder under (i) to (iii) above who have entrusted the management of their financial assets, including the Covered Bonds, to an authorised intermediary and have validly opted for the so-called *risparmio gestito* regime (regime provided by Article 7 of Decree 461) will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under this *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Covered Bondholder is not required to declare the capital gains realised in the annual tax return.

Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Covered Bonds may be exempt from any income taxation (including from the 26 per cent. *substitute tax*) if the Covered Bondholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Covered Bonds are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Any capital gains realised by a Covered Bondholder who is a Fund will be included in the result of the relevant portfolio accrued at the end of the tax period. Such result will not be taxed with the Fund, but subsequent distributions and/or redemption in favour of unitholders or shareholders may be subject to the Collective Investment Fund Tax.

Any capital gains realised by a Covered Bondholder who is a Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund.

Any capital gains realised by a Covered Bondholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the

result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Covered Bonds may be excluded from the taxable base of the 20 per cent. substitute tax if the Covered Bonds are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Capital gains realised by non-Italian-resident Covered Bondholders without a permanent establishment in Italy to which Covered Bonds are effectively connected, from the sale, early redemption or redemption of Covered Bonds issued by an Italian resident Issuer are not subject to Italian taxation, provided that the Covered Bonds are traded on regulated markets.

Capital gains realised by non-Italian resident Covered Bondholders without a permanent establishment in Italy to which Covered Bonds are effectively connected, from the sale, early redemption or redemption of Covered Bonds not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that the effective beneficiary: (a) is resident in a country included in the White List; or (b) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (c) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) is an institutional investor which is resident in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of residence, and subject to timely filing of the required documentation.

If none of the conditions above are met, capital gains realised by non-Italian resident Covered Bondholders without a permanent establishment in Italy to which Covered Bonds are effectively connected, from the sale or redemption of Covered Bonds issued by an Italian resident Issuer are subject to the *imposta sostitutiva* at the current rate of 26 per cent.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Covered Bonds are connected, that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale, early redemption or redemption of Covered Bonds are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy, subject to timely filing of required documentation, on any capital gains realised upon the sale, early redemption or redemption of Covered Bonds.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006 ("**Decree No. 262**"), converted into Law No. 286 of 24 November 2006 as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent on the value of the inheritance or the gift exceeding € 1,000,000, for each beneficiary;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law, or other relatives-in law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent inheritance and gift tax on the value of the inheritance or the gift exceeding € 100,000, for each beneficiary; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities pursuant to Law No. 104 of 5 February 1992, the tax is levied at the rate mentioned above in (a), (b) and (c) on the value exceeding, for each beneficiary, €1,500,000.

Transfer tax

Following the repeal of the Italian transfer tax contracts relating to the transfer of securities are subject, as far as relevant, to the registration tax as follows: (a) public deeds and notarized deeds are subject to fixed registration tax at rate of €200; (b) private deeds are subject to registration tax only in case of use or voluntary registration.

Stamp duty

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by an Italian based financial intermediary to a Covered Bondholder in respect of any Covered Bond which may be deposited with such financial intermediary. The stamp duty applies at a rate of 0.2 per cent. (and cannot exceed €14,000, for taxpayers other than individuals) on the market value or – if no market value figure is available – the nominal value or redemption amount of the Covered Bonds held.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18) of Decree 201, as amended, Italian resident individuals, non-business entities and non-business partnerships that are resident in Italy holding the Covered Bonds outside the Italian territory are required to pay in their own annual tax declaration a wealth tax which applies at a rate of 0.2 per cent on the market value of the Covered Bonds at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Pursuant to Article 134 of Law Decree No. 34 of 19 May 2020, the wealth tax cannot exceed €14,000.00 per year for Covered Bondholders other than individuals.

Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes, if any, paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Common Reporting Standard

The common reporting standard framework was first released by the Organisation for Economic Co-operation and Development ("OECD") in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard ("**CRS**").

In order to implement CRS and the Directive 2014/107/UE (which amends Directive 2011/16/EU), Italy ratified by way of Law No. 95 on 18 June 2015, implemented by the relevant Ministerial Decree of 31 December 2015.

As a result, Covered Bondholders may be required to provide additional information to the Issuer to enable it to satisfy its obligations for CRS purposes. Prospective holders of the Covered Bonds are advised to seek their own professional advice in relation to the CRS and Directive 2014/107/UE.

LUXEMBOURG TAXATION

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in Covered Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the Covered Bondholders

Withholding Tax

Non-resident Covered Bondholders

Under Luxembourg general tax laws currently in force there is no withholding tax on payments of principal, premium or interest made to non-residents Covered Bondholders, nor on accrued but unpaid interest in respect of Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Covered Bonds held by non-resident Covered Bondholders.

In accordance with the law of 25 November 2014, Luxembourg elected out of the withholding tax system in favour of an automatic exchange of information under the Council Directive 2003/48/EC on the taxation of savings income as from 1 January 2015. Payments of interest by Luxembourg paying agents to non-resident individual Covered Bondholders or certain so-called residual entities are thus no longer subject to any Luxembourg withholding tax.

Resident Covered Bondholders

In accordance with the law of 23 December 2005, as amended (the "**Relibi Law**"), interest payments made by Luxembourg paying agents to Luxembourg individual residents are subject to a 20 per cent. withholding tax. Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

Income Taxation

Non-resident Covered Bondholders

Non-resident corporate Covered Bondholders or non-resident individual Covered Bondholders acting in the course of the management of a professional or business undertaking, who do not have a permanent establishment or permanent representative in Luxembourg to which such Covered Bonds are attributable, are not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Covered Bonds or on any gains realised upon the sale or disposal, in any form whatsoever, of the Covered Bonds.

Resident Covered Bondholders

A resident corporate Covered Bondholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Covered Bonds, in its taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to an individual Covered Bondholder, acting in the course of the management of a professional or business undertaking.

A Covered Bondholder that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative funds (provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 applies), is neither subject to Luxembourg income tax in respect of interest accrued or received, redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Covered Bonds.

A resident individual Covered Bondholder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts, under the Covered Bonds, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual Covered Bondholder has opted for the application of a 20 per cent. (self-applied) tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the EU Savings Directive. A gain realised by an individual Covered Bondholder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of the Covered Bonds is not subject to Luxembourg income tax, provided that this sale or disposal took place less than six months after the Covered Bonds were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if withholding tax has been levied on such interest in accordance with the Relibi Law.

Net Wealth Taxation

A corporate Covered Bondholder, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Covered Bonds are attributable, is subject to Luxembourg net wealth tax on these Covered Bonds, except if the Covered Bondholder is governed by (i) the law of 11 May 2007 on family estate management companies, as amended, (ii) the law of 17 December 2010 on undertakings for collective investment, as amended, (iii) the law of 13 February 2007 on specialised investment funds, as amended, (iv) the law of 22 March 2004 on securitisation, as amended, (v) the law of 15 June 2004 on venture capital vehicles, as amended, or (vi) the law of 23 July 2016 on reserved alternative investment funds.

An individual Covered Bondholder, whether she/he is resident of Luxembourg or not, is not subject to Luxembourg wealth tax.

Further to the law dated 18 December 2015, Luxembourg levies a minimum net wealth tax for corporate taxpayers, which is due even if the net asset value of the corporate taxpayer is nil or negative. This minimum net wealth tax amounts to a Euro 4.815 flat rate for corporate taxpayers whose total assets amount to at least Euro 350,000 and at least 90% of the corporate taxpayer's assets are financial assets falling within the meaning of accounts 23, 41, 50 and 51 of *Luxembourg Plan Comptable Normalisé*.

In all other cases, corporate taxpayers are subject to a minimum net wealth tax ranging from Euro 535 to Euro 32,100. All Luxembourg corporate taxpayers that are subject to net wealth tax are also subject to minimum net wealth tax.

Other Taxes

Neither the issuance nor the transfer of Covered Bonds will give rise to any Luxembourg stamp duty, value added tax, issuance tax, registration tax, transfer tax or similar taxes or duties, unless the documents relating to the Covered Bonds are voluntarily registered in Luxembourg or appended to a document that requires obligatory registration in Luxembourg.

Where a Covered Bondholder is a resident of Luxembourg for tax purposes at the time of her/his death, the Covered Bonds are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Covered Bonds if embodied in a Luxembourg deed or recorded in Luxembourg.

FATCA WITHHOLDING

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer believes that it is a foreign financial institution for these purposes. A number of jurisdictions (including Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of these rules to instruments such as the Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, is not clear at this time.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, such withholding would not apply prior to 1 January 2019 and Covered Bonds issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Covered Bonds (as described under "*Terms and Conditions of the Covered Bonds—Further Issues*") that are not distinguishable from the grandfathered Covered Bonds are issued after the expiration of the grandfather period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including grandfathered Covered Bonds, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Programme Agreement

Covered Bonds may be sold from time to time by the Issuer to any one or more dealers (the "**Dealers**"). The arrangements under which Covered Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, the Dealers are set out in a programme agreement, entered into on or about the date of this Base Prospectus, and made between the Issuer, the Guarantor, the Representative of the Covered Bondholders, the Arranger and the initial Dealer (the "**Programme Agreement**"). The Programme Agreement makes provision for, *inter alia*, an indemnity to the Dealers against certain liabilities in connection with the offer and sale of the Covered Bonds. The Programme Agreement also makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other dealers either generally in respect of the Programme or in relation to a particular Tranche. The Programme Agreement contains stabilising and market making provisions.

Subscription Agreement

In respect of any syndicated issue of Covered Bonds, the Issuer, the Representative of the Covered Bondholders and any one or more of the Dealers and/or any additional or other dealers, from time to time will enter into a subscription agreement (a "**Subscription Agreement**" and each Dealer party thereto, a "**Relevant Dealer**"). Each Subscription Agreement will, *inter alia*, make provision for the price at which the relevant Covered Bonds will be purchased by the Relevant Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase.

Each Subscription Agreement will also provide for the confirmation of the appointment of the Representative of the Covered Bondholders by the Relevant Dealer as initial holder of the Covered Bonds then being issued.

Selling Restrictions

Prohibition of sales to EEA and UK Retail Investors

Unless the Final Terms in respect of any Series of Covered Bonds specifies the "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds, as the case may be, which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or the United Kingdom.

For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of the MiFID II; or

(ii) a customer within the meaning of the Directive (UE) 2016/97 (as amended, the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

If the Final Terms of any Covered Bonds specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area or the UK (each a Relevant State), each Dealer has represented, and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not made and will not make an offer of Covered

Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Covered Bonds to the public in that Relevant State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a base prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an **offer of Covered Bonds to the public** in relation to any Covered Bonds in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

United States of America

The Covered Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Covered Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States of America or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Covered Bonds, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of the Covered Bonds on a syndicated basis, the relevant lead manager, of all Covered Bonds of the Tranche of which such Covered Bonds are a part, within the United States of America or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each Dealer to which it sells Covered Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Covered Bonds within the United States of America or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Covered Bonds, any offer or sale of such Covered Bonds within the United States of America by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

The United Kingdom

Each Dealer represents and agrees and each further Dealer appointed under the Programme will be required to represent and agree that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which section 21(1) of the FSMA does not or, in the case of the Issuer, would not, if it was not an authorised person, apply to the Issuer or the Guarantor; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

France

Each of the Dealers and the Issuer has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Covered Bonds to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Covered Bonds and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French *Code monétaire et financier*.

Germany

Each Dealer has represented and agreed that it shall only offer Covered Bonds in the Federal Republic of Germany in compliance with the provisions of the German Securities Prospectus Act (*Wertpapierprospektgesetz*), or any other laws applicable in the Federal Republic of Germany to the offering and sale of the Covered Bonds.

Republic of Italy

The offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, no Covered Bonds may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of this Base Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**"); and

(ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time; and

(iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply to the best of its knowledge and belief with all applicable securities laws, regulations and directives in force in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of the Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have responsibility therefor (with specific reference to the jurisdictions of the United States of America, United Kingdom, Japan, France, Germany and the Republic of Italy, see above).

The Programme Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in this paragraph headed "General".

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in a supplement to this Base Prospectus.

GENERAL INFORMATION

Listing, admission to trading and minimum denomination

Application has been made for the Covered Bonds (other than Registered Covered Bonds) to be admitted during the period of 12 months from the date of this Base Prospectus to the Official List and be traded on the regulated market of the Luxembourg Stock Exchange.

Covered Bonds (other than Registered Covered Bonds) may be listed on such other stock exchange as the Issuer and the Relevant Dealer(s) may agree, as specified in the relevant Final Terms, or may be issued on an unlisted basis.

Where Covered Bonds (other than Registered Covered Bonds) issued under the Programme are admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a base prospectus under the Prospectus Regulation, such Covered Bonds will not have a denomination of less than Euro 100,000 (or, where the Covered Bonds are issued in a currency other than Euro, the equivalent amount in such other currency).

Each Covered Bond (other than a Registered Covered Bond) having a maturity of more than one year, and receipts and coupons relating to such Covered Bond, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

The Registered CB Conditions will specify the minimum denomination for the Registered Covered Bonds. No Registered Covered Bond will be listed and/or admitted to trading on any market.

Authorisations

The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer on 25 October 2011. The publication of this Base Prospectus was authorised by a resolution of the Executive Committee of the Issuer on 26 February 2020.

The granting of the Covered Bond Guarantee was authorised by a resolution of the Board of Directors of the Guarantor on 2 November 2011.

The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Covered Bonds.

Clearing of the Covered Bonds

The Covered Bonds (other than the Registered Covered Bonds) will be issued in dematerialised form and held on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders (including Euroclear and Clearstream). The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Covered Bonds for clearance together with any further appropriate information.

The Registered Covered Bonds will not be settled through a clearing system. The Registered CB Conditions will specify the agent or registrar through which payments under the Registered Covered Bonds will be made and settled.

Common codes and ISIN numbers

The appropriate common code and the International Securities Identification Number in relation to the Covered Bonds of each Tranche (other than the Registered Covered Bonds) will be specified in the Final Terms relating thereto.

The Representative of the Covered Bondholders

Pursuant to the provisions of the Conditions and the Rules of Organisation of the Covered Bondholders, there shall be at all times a Representative of the Covered Bondholders appointed to act in the interest and on behalf of the Covered Bondholders. The Representative of Covered Bondholders is as at the date of this Base Prospectus Securitisation Services S.p.A.

No material litigation

During the 12 months preceding the date of this Base Prospectus, there have been no governmental, legal or arbitration proceedings, nor is the Issuer or the Guarantor aware of any pending or threatened proceedings of such kind, which have had or may have significant effect on the Issuer's or the Guarantor's financial position or profitability.

Material adverse change

The current market environment is characterized by uncertainties also on the financial markets due to the Covid-19 crisis, the impact of which on the profitability of the Issuer, in particular in terms of operating income and cost of risk, cannot yet be finally assessed as at the date of this Base Prospectus. Except for the possible impact of the Covid-19 crisis indicated above, there has been no material adverse change in the prospects of the Issuer and its Group since 31 December 2019 (the last date to which the latest audited published financial information of the Issuer was prepared).

There has been no material adverse change in the prospects of the Guarantor since 31 December 2019 (the last date to which the latest audited published financial information of the Guarantor was prepared).

No significant change in the Issuer's and Guarantor's financial or trading position

Since 30 June 2020 (the end of the last financial period for which a limited review report on operations has been published), (i) there has been no material adverse change in the prospects of the Issuer, (ii) there has been no significant change in the financial performance of the Group, and (iii) there has been no significant change in the financial position of the Issuer and the Group.

Since 31 December 2019 (the end of the last financial period for which either audited financial information or interim report on operations has been published), (i) there has been no material adverse change in the prospects of the Guarantor, (ii) there has been no significant change in the financial position of the Guarantor, and (iii) (iii) there has been no significant change in the financial performance of the Gurantor.

Luxembourg Listing Agent

The Issuer has undertaken to maintain a listing agent in Luxembourg so long as Covered Bonds are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange.

BNP Paribas Securities Services Luxembourg Branch, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg.

Further information on the international operating model of BNP Paribas Securities Services Luxembourg Branch may be provided upon request.

Documents available for inspection

For so long as the Programme remains in effect or any Covered Bonds shall be outstanding and listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the Specified Office of the Luxembourg Listing Agent, namely:

(a) the Programme Agreement;

(b) the Cover Pool Administration Agreement;

(c) the Conditions;

(d) the Covered Bond Guarantee;

(e) the Master Transfer Agreements;

(f) the Warranty and Indemnity Agreements;

(g) the Subordinated Loan Agreements;

(h) the Servicing Agreement;

(i) the Asset Monitor Agreement;

(j) the Intercreditor Agreement;

(k) the Cash Management and Agency Agreement;

(l) the Corporate Services Agreement;

(m) the Quotaholders' Agreement;

(n) the Swap Agreements;

(o) the English Law Deed of Charge and Assignment;

(p) the Italian Deed of Pledge;

(q) the Mandate Agreement;

(r) the Issuer's by-laws (*Statuto*) as of the date hereof;

(s) the Guarantor's by-laws (*Statuto*) as of the date hereof;

(t) the Issuer's consolidated interim report on operations (not including any review report) as at 31 March 2020;

(u) the Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019;

(v) the Issuer's consolidated audited annual report, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018;

(w) the Issuer's consolidated half-year report (including limited review report) as at 30 June 2020;

(x) the BPER Group press release dated 6 May 2020 entitled "Consolidated interim report on operations as at 31 March 2020";

(y) the BPER Group press release dated 27 July 2020 entitled "Merger through absorption of CR Bra and CR Saluzzo"

(z) the BPER Group press release dated 5 August 2020 entitled "Consolidated results for H1 2020 approved";

(aa) the Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2019;

(bb) the Guarantor's audited annual financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the year ended on 31 December 2018;

(cc) a copy of this Base Prospectus together with any supplement thereto, if any, or further Base Prospectus;

(dd) any reports, letters, balance sheets, valuations and statements of experts included or referred to in the Base Prospectus (other than consent letters);

(ee) any Final Terms relating to Covered Bonds which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. In the case of any Covered Bonds which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Covered Bondholders; and

(ff) any other document incorporated by reference.

Copies of all such documents shall also be available to Covered Bondholders at the Specified Office of the Representative of the Covered Bondholders.

If the Programme is listed and admitted to trading in a regulated market, other than the Luxembourg Stock Exchange, the documentation listed above shall be made available pursuant to the applicable rules of the relevant regulated market.

Financial statements available

For so long as the Programme remains in effect or any Covered Bonds listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange shall be outstanding, copies and, where appropriate, English translations of the most recent publicly available financial statements and consolidated financial statements of the Issuer may be obtained during normal business hours at the specified office of the Luxembourg Listing Agent.

For so long as the Programme remains in effect or any Covered Bonds listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange shall be outstanding, copies and, where appropriate, English translations of the most recent available financial statements of the Guarantor may be obtained during normal business hours at the specified office of the Luxembourg Listing Agent.

The external auditors have given, and have not withdrawn, their consent to the inclusion of their report on the accounts of the Issuer and the Guarantor in this Base Prospectus in the form and context in which it is included.

In addition, for so long as the Programme remains in effect or any Covered Bonds listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange shall be outstanding, copies and, where appropriate, English translations of the most recent Investor

Report may be obtained, free of charge, during normal business hours at the specified office of the Luxembourg Listing Agent.

Publication on the Internet

This Base Prospectus, any supplement hereto and the Final Terms will be available on the internet site of the Luxembourg Stock Exchange, at *www.bourse.lu.*

In any case, copy of this Base Prospectus, together with any supplement thereto and documents incorporated by reference, if any, or further Base Prospectus, will remain publicly available in electronic form for at least 10 years on the website of the Issuer at the webpages https://istituzionale.bper.it/en/investor-relations/bonds-prospectus/estense-covered-bond and https://istituzionale.bper.it/en/investor-relations/financial-statements-reports.

Material contracts

Neither the Issuer nor the Guarantor nor any of their respective subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may be reasonably expected to be material to their ability to meet their obligations to Covered Bondholders.

Auditors

Deloitte & Touche S.p.A., whose registered office is at Via Tortona, 25, 20144 Milan, Italy, is the current auditor of the Issuer and is registered in the Register of Certified Auditors (Registro dei Revisori Legali) held by the Ministery for Economy and Finance pursuant to Legislative Decree No. 39 of 27 January 2010 and the Ministerial Decree No. 145 of 20 June 2012. Deloitte is also a member of ASSIREVI – Associazione Nazionale Revisori Contabili. The auditors of Deloitte & Touche S.p.A. have applied audited and rendered unqualified audit report on the consolidated annual report of the Issuer and on the financial statements of the Guarantor for the years ended 31 December 2018 and 31 December 2019, respectively, in accordance with the generally accepted auditing standards in Italy.

Deloitte & Touche S.p.A. is also the current auditor of the Guarantor.

GLOSSARY

The following terms are used throughout this Base Prospectus. The page number opposite a term indicates the page on which such term is first defined. These and other terms used in this Base Prospectus are subject to, and in some cases are summaries of, the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

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