INFORMATION MEMORANDUM dated 16 December 2021
pursuant to Article 2 of Italian Law No. 130 of 30 April 1999

HVL Bolzano 2 S.r.l.

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

€ 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050
Issue Price: 100 per cent.
€ 80,000,000 Series 2021-1-B Asset Backed Floating Rate Notes due October 2050
Issue Price: 100 per cent.

This Information Memorandum contains information relating to the issue by HVL Bolzano 2 S.r.l., a limited liability company organised under the laws of the Republic of Italy ("**HVL Bolzano 2**" or the "**Issuer**"), of the € 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050 (the "**Series 2021-1-A Notes**" or the "**Senior Notes**"), the € 80,000,000 Series 2021-1-B Asset Backed Notes due October 2050 (the "**Series 2021-1-B Notes**" or the "**Mezzanine Notes**" and, together with the Senior Notes, the "**Rated Notes**"). In connection with the issue of the Rated Notes, the Issuer will also issue the € 87,700,000 Series 2021-1-C Asset Backed Notes due October 2050 (the "**Series 2021-1-C Notes**" or the "**Junior Notes**" and, together with the Rated Notes, the "**Notes**").

This document constitutes a *Prospetto Informativo* for all Notes for the purposes of Article 2, sub-section 3 of the Securitisation Law. This Information Memorandum also constitutes the document of the Senior Notes and the Mezzanine Notes for the admission to trading on the professional segment ("**ExtraMOT PRO"**) of the multilateral trading facility "ExtraMOT" operated by Borsa Italiana S.p.A. The Notes will be issued on 17 December 2021 (the "**Issue Date**"). The Junior Notes are not being offered pursuant to this Information Memorandum and no application has been made to list the Junior Notes on any stock exchange.

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

The principal source of payment of interest and of repayment of principal on the Notes will be the collections and recoveries made in respect of the Portfolio of the Receivables arising out of lease contracts entered into between Hypo Vorarlberg Leasing S.p.A. ("**Hypo Vorarlberg**" or the "**Originator**") and the Lessees. The Portfolio was purchased by the Issuer from the Originator pursuant to the terms of the Transfer Agreement entered into on 30 November 2021.

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

Interest on the Rated Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on 22 April 2022 (the "**First Payment Date**") and, thereafter, on 22 January, 22 April, 22 July and 22 October of each year or, if such day is not a Business Day, on the immediately following Business Day (each such date, a "**Payment Date**"). The rate of interest applicable to the Rated Notes for each Interest Period shall be the rate *per annum* equal to the EURIBOR (as determined in accordance with Condition 7 (*Interest*)) (except in respect of the Initial Interest Period where an interpolated interest rate based on three and six month deposits in Euro will be substituted for the EURIBOR) plus the following respective margins in respect of each class of Rated Notes: (a) Series 2021-1-A: 0.80 per cent. *per annum*; and (b) Series 2021-1-B: 1.10 per cent. *per annum*. The EURIBOR in respect of any Interest Period may be a negative rate. However, in the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the Relevant Margin results in a negative rate, the applicable Rate of Interest shall be deemed to be zero.

The Rated Notes are expected, on issue, to be rated as follows: (a) Series 2021-1-A Notes, "A2 (sf)" by Moody's Italia S.r.l. ("**Moody's**") and "AA (sf)" Standard & Poor's Credit Market Services Italy S.r.l. ("**S&P**"); (b) Series 2021-1-B Notes, at least "Baa3 (sf)" by Moody's and "BBB (sf)" by S&P.

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

As at the date of this Information Memorandum, all payments of principal and interest in respect of the Notes will be made free and clear of any withholding or deduction for or on account of Italian taxes, unless such a withholding or deduction is required to be made by Italian Decree No. 239 or otherwise by applicable law. Upon the occurrence of any withholding or deduction for or on account of tax from any payment under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes. For further details, see the section entitled "*Taxation*".

The Notes will be limited recourse obligations solely of the Issuer. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by any of the Originator, the Servicer, the Representative of the Noteholders, any of the Other Issuer Creditors or the Arranger. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

As of the Issue Date, the Notes will be held in dematerialised form on behalf of the beneficial owners by Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli shall act as depositary for Euroclear and Clearstream. The Notes will at all times be in book entry form and title to the Notes will be evidenced by one or more book entries in accordance with the provisions of (i) Article 83-*bis* and following of the Financial Laws Consolidated Act; and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.

Before the relevant maturity date, the Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 8 (*Redemption, Purchase and Cancellation*)). Unless previously redeemed in full or cancelled in accordance with the relevant Terms and Conditions, the Notes will be redeemed on the Final Maturity Date. Save as provided in the Terms and Conditions, the Notes will start to amortise on the Payment Date falling on 22 April 2021, subject to there being sufficient Issuer Available Funds and in accordance with the applicable Priority of Payments. The Notes, to the extent not redeemed in full by the Cancellation Date, shall be cancelled on such date.

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

The Securitisation is intended to qualify as a simple, transparent and standardised securitisation ("**STS-Securitisation**") within the meaning of Article 18 of Regulation (EU) No. 2402 of 12 December 2017 (the "**EU Securitisation Regulation**"). Consequently, the Securitisation meets, as at the date of this Information Memorandum, the requirements of Articles 19 to 22 of the EU Securitisation Regulation (the "**STS Requirements**") and may, after the Issue Date, be notified by the Originator to be included in the list published by ESMA referred to in Article 27(5) of the EU Securitisation Regulation. No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Information Memorandum or at any point in time in the future.

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

Consob and Borsa Italiana have neither examined nor approved the content of this admission document.

ARRANGER

BANCA FINANZIARIA INTERNAZIONALE S.P.A.

Responsibility statements

None of the Issuer, the Other Issuer Creditors, the Arranger or any other party to the Transaction Documents other than the Originator has undertaken or will undertake any investigations, searches or other actions to verify the details of the Receivables sold by the Originator to the Issuer or to establish the creditworthiness of any Lessee. In the Warranty and Indemnity Agreement the Originator has given certain representations and warranties to the Issuer in relation to, inter alia, the Receivables, the Lease Contracts and the Lessees.

The Issuer accepts responsibility for the information contained or incorporated by reference in this Information Memorandum. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.

Hypo Vorarlberg accepts responsibility for the information contained in this Information Memorandum in the sections entitled "The Portfolio" and "The Originator" and any other information contained in this Information Memorandum relating to itself, the Receivables, the Lease Contracts and the Lessees. The Issuer accepts responsibility for the other information and assumptions contained in such section as described above. To the best of the knowledge of Hypo Vorarlberg (which has 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 true and do not omit anything likely to affect the import of such information and data.

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

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

Save for the parties accepting responsibility for the information included in this Information Memorandum as stated above, no other party to the Transaction Documents accepts responsibility for such information. In particular none of the Arranger or other party to the Transaction Documents have separately verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the other party to the Transaction Documents to the accuracy or completeness of the information contained in this Information Memorandum or any other information supplied in connection with the Notes.

Each person receiving this Information Memorandum acknowledges that such person has not relied on the Arranger or the Other Issuer Creditors, or on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

Save as described under the section headed "Subscription and Sale" and in the sections describing the Transaction Documents, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

Representations about the Notes

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

Limited recourse of the Notes and segregation of the Portfolio

The Notes constitute direct, secured, limited recourse obligations of the Issuer. By virtue of the operation of article 3 of the Securitisation Law and the Transaction Documents, the Issuer's rights, title and interest in and to the Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections will be segregated from all other assets of the Issuer (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving therefrom (to the extent identifiable) will be exclusively available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation. The Noteholders will agree that the Issuer Available Funds will be applied by the Issuer in accordance with the applicable Priority of Payments.

Other business relations with the Originator

The Arranger and its affiliates may, from time to time, enter into other business relations with the Originator including, but not limited to, the provision of lending and advisory services.

U.S. Risk Retention Rules

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

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

Selling Restrictions

The distribution of this Information Memorandum and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum (or any

part of it) comes are required by the Issuer, the Mezzanine Notes Subscriber, the Junior Notes Subscriber and the Senior Notes Subscriber to inform themselves about, and to observe, any such restrictions. Neither this Information Memorandum nor any part of it constitutes an offer, and this Information Memorandum may not be used for the purpose of an offer to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

*The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or any other state securities laws and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold within the United States or for the benefit of U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the securities registration requirements of the Securities Act.*

*The Issuer will be relying on an exclusion or exemption from the definition of "investment company" under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**") contained in Section 3(c)(5) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Act.*

The Notes may not be offered or sold directly or indirectly, and neither this Information Memorandum nor any other offering circular or any Information Memorandum, form of application, advertisement, other offering material or other information relating to the Issuer or the Notes may be issued, distributed or published in any country or jurisdiction (including the Republic of Italy, the United Kingdom and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

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

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

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

For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Information Memorandum, see the section entitled "Subscription and Sale".

PRIIPs / EEA Retail Investors

*The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU; (ii) a customer within the meaning of Directive 2002/92/EC, as amended and replaced by Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified*

*investor as defined in article 2 of Regulation (EU) 2017/1129 (as subsequently amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) 1286/2014 for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

PRIIPS / UK Retail Investors

*The Notes 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

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

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

Benchmark Regulation (Regulation (EU) 2016/1011)

Amounts payable in relation to the Senior Notes which bear a floating interest rate will be calculated by reference to the EURIBOR. As at the date of this Information Memorandum, the administrator of the EURIBOR is included on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of Regulation (EU) 2016/1011.

STS Regulation

*On 12 December 2017, the European Parliament adopted Regulation (EU) 2017/2402 (i.e. the Securitisation Regulation) which applies from 1 January 2019. The Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the Securitisation Regulation) as regards (i) risk retention, (ii) due diligence, (iii) transparency, and (iv) the underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace certain provisions in CRR, the AIFM Regulation and the Solvency II Regulation and introduce similar rules for UCITS management companies as regulated by the UCITS Directive and institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 or an investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to article 32 of Directive (EU) 2016/2341. Secondly, the Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations ("**STS-securitisations**").*

Interpretation

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

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

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

Forward-Looking Statements

This Information Memorandum contains statements that constitute forward-looking statements. Words such as "believes", "anticipates", "expects", "estimates", "intends", "plans", "will", "may", "should" and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. These statements include those regarding the intent, belief or current expectation of the Originator and its officers with respect to, among other things: (a) the financial condition of the Originator and the characteristics of its strategy, products or services; (b) the Originator's plans, objectives or goals, including those related to products or services; (c) statements of future economic performance and (d) assumptions underlying those statements.

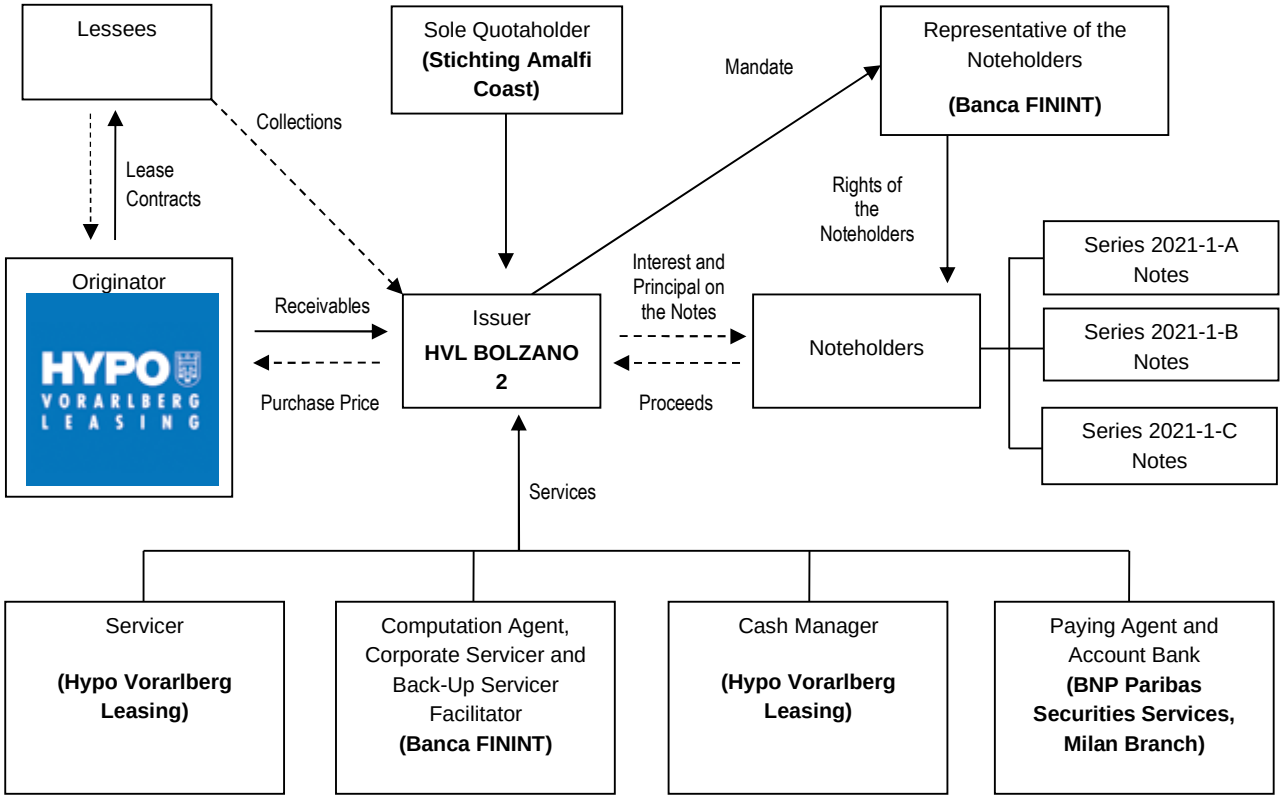
Forward-looking statements are not guarantees of future performance and involve risks and uncertainties and actual results may differ from those in the forward-looking statements as a result of various factors. Accordingly, prospective purchasers of Notes should not rely on such forward-looking statements. The information in this Information Memorandum, including the information set out in the section entitled "Risk Factors", "The Portfolio" and "The Originator" identifies important factors that could cause such differences including, inter alia, a change in the overall economic conditions in Italy, change in the Originator's financial condition and the effect of new legislation or government regulations (or new interpretation of existing legislation or government regulations) in Italy. Such forward-looking statements speak only as at the date of this Information Memorandum. Accordingly, no party to the Transaction Documents undertakes any obligation to update or revise any of them whether as a result of new information, future events or otherwise. No party to the Transaction Documents makes any representation, warranty or prediction that the results anticipated by such forward-looking statements will be achieved and such forward-looking statements represent, in each case, only one of the many possible scenarios and should not be viewed as the most likely standard scenario. Moreover, no assurance can be given that any of the historical information, trends or practices mentioned and described in the Information Memorandum are indicative of future results or events.

TABLE OF CONTENTS

TRANSACTION OVERVIEW

The following information is a summary of certain aspects of the transaction, the parties thereto, the assets underlying the Notes and the related documents and does not purport to be complete. Therefore, it should be read in conjunction with and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Information Memorandum and in the Transaction Documents. This Information Memorandum contains the information and requirements provided by Article 2, paragraph 3, of the Securitisation Law, it is not exhaustive and it does not purport to be complete. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer, and conduct its own due diligence and investigation on the economic, financial, legal and credit risk associated with the investment in the Notes and the Receivables thereunder.

1. TRANSACTION DIAGRAM



2. PRINCIPAL PARTIES

Issuer

HVL BOLZANO 2.

The Issuer has an issued quota capital of Euro 10,000, which is entirely held by the Sole Quotaholder.

For further details, see the section entitled "*The Issuer*".

Originator

HYPO VORARLBERG LEASING.

For further details, see the section entitled "*The Originator*".

Servicer	HYPO VORARLBERG LEASING. The Servicer will act as such pursuant to the Servicing Agreement.
Reporting Entity	HYPO VORARLBERG LEASING. The Reporting Entity will be designated under the Intercreditor Agreement. The Reporting Entity will act as such, pursuant to and for the purposes of Article 7(2) of the EU Securitisation Regulation.
Back-Up Servicer Facilitator	BANCA FININT. The Back-Up Servicer Facilitator will act as such pursuant to the Servicing Agreement and the Intercreditor Agreement.
Computation Agent	BANCA FININT. The Computation Agent will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Account Bank	BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH. The Account Bank will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Paying Agent	BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH. The Paying Agent will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Cash Manager	HYPO VORARLBERG LEASING. The Cash Manager will act as such pursuant to the Cash Allocation, Management and Payment Agreement.
Representative of the Noteholders	BANCA FININT. The Representative of the Noteholders will act as such pursuant to the Subscription Agreements, the Terms and Conditions of the Notes, the Rules of the Organisation of the Noteholders, the Intercreditor Agreement and the other Transaction Documents.
Corporate Servicer	BANCA FININT. The Corporate Servicer will act as such pursuant to the Corporate Services Agreement.
Sole Quotaholder	STICHTING AMALFI COAST. The Sole Quotaholder will act as such pursuant to the Intercreditor Agreement.
Stichting Corporate Services Provider	WILMINGTON TRUST SP SERVICES (LONDON) LIMITED. The Stichting Corporate Services Provider will act as such pursuant to the Stichting Corporate Services Agreement.
Arranger	BANCA FININT.
Senior Notes Subscriber	HYPO VORARLBERG LEASING.
Mezzanine Notes Subscriber	HYPO VORARLBERG LEASING.
Junior Notes Subscriber	HYPO VORARLBERG LEASING.

3. PRINCIPAL FEATURES OF THE NOTES

The Notes	The Notes will be issued by the Issuer on the Issue Date in the following classes:
Senior Notes	€ 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050.
Mezzanine Notes	€ 80,000,000 Series 2021-1-B Asset Backed Floating Rate Notes due October 2050.
Junior Notes	€ 87,700,000 Series 2021-1-C Asset Backed Notes due October 2050.
Issue Date	The Notes will be issued on 17 December 2021.
Issue Price	The Notes will be issued at 100 per cent. of their principal amount.
Use of Proceeds	The net proceeds from the issue of the Notes will be applied by the Issuer, on the Issue Date, to make the following payments: (i) *First*, to pay to the Originator the Purchase Price of the Portfolio; and (ii) *Second*, to credit Euro 20,000 into the Expenses Account as Retention Amount. After the payments set out in paragraphs (i) and (ii) above, any remaining amount will be credited to the Payments Account.
Interest on the Rated Notes	The Rated Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at the EURIBOR (except in respect of the Initial Interest Period where an interpolated interest rate based on 3 and 6 month deposits in Euro will be substituted for the EURIBOR), plus the following respective margins: (a) Series 2021-1-A Notes: 0.80 per cent. *per annum*; and (b) Series 2021-1-B Notes: 1.10 per cent. *per annum*. Interest in respect of the Rated Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments. The first payment of interest in respect of the Rated Notes will be due on the Payment Date falling in 22 April 2022 in respect of the period from (and including) the Issue Date to (but excluding) such Payment Date. For the avoidance of any doubt, the EURIBOR in respect of any Interest Period may be a negative rate. However, in the

	event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the Relevant Margin results in a negative rate, the applicable Rate of Interest shall be deemed to be zero.
Alternative Base Rate	As provided in Condition 7.7 (*Fallback Provisions*) of the Notes, the Representative of the Noteholders, with the prior written consent of the Noteholders in accordance with the Rules of the Organisation of the Noteholders, may request the Issuer to agree to amend the EURIBOR and make such other related or consequential amendments as are necessary or advisable in order to facilitate such change.
Junior Notes Remuneration	After all other payments under the applicable Priority of Payments have been made in full, on the relevant Payment Date the Junior Notes Remuneration (if any) will be paid by the Issuer to the Junior Noteholder.
Form and Denomination	The denomination of the Notes will be of Euro 100,000. The Notes will be issued in bearer form and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders. The Notes will be accepted for clearance by Monte Titoli with effect from the Issue Date. The Notes will at all times be in book entry form and title to the Notes will be evidenced by book entry in accordance with the provisions of (i) Article 83-*bis* of the Financial Laws Consolidated Act; and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.
Status and Ranking	In respect of the obligations of the Issuer to pay interest and repay principal on the Notes, subject to the provisions of the relevant Priority of Payments, the Notes of each Class rank as set out in Condition 6 (*Priority of Payment*). In respect of the obligation of the Issuer to make payments on the Notes, under the Terms and Conditions the payment obligations of the Issuer in respect of the Junior Notes are subordinated to its payment obligations in respect of the Rated Notes, the Other Issuer Creditors and any other creditors of the Issuer, as provided by the Priority of Payments. Therefore, in the event that the Issuer sustains losses and is unable to meet in full its obligations in respect of each of its creditors, the first creditors to bear any shortfall shall be the Junior Noteholders.
Withholding on the Notes	As at the date of this Information Memorandum, payments of interest and other proceeds under the Notes may be subject to a Decree 239 Deduction. Upon the occurrence of any withholding or deduction for or on account of tax from any payment under the Notes, neither the Issuer nor any other

person shall have any obligation to pay any additional amount(s) to any holder of the Notes on account of such withholding or deduction.

Mandatory Redemption

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

For further details, see the section entitled "*Taxation*".

Optional Redemption

Unless previously redeemed in full, the Issuer, having given not less than 30 days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with the Terms and Conditions, may redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding, together with interest accrued thereon up to the date fixed for redemption, in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation – Optional Redemption*) on any Payment Date falling on or after April 2026.

The Issuer may obtain the necessary funds in order to effect the above optional redemption of the Notes, in accordance with Condition 8.3 (*Redemption, Purchase and Cancellation – Optional Redemption*), through the sale of the Portfolio subject to the terms and conditions of the Intercreditor Agreement (for further details, see the section entitled *"Description of the Transaction Documents - The Intercreditor Agreement"*). The relevant sale proceeds shall form part of the Issuer Available Funds.

Redemption for Taxation

If the Issuer at any time satisfies the Representative of the Noteholders, immediately prior to giving the notice referred to below, that on the next Payment Date:

(a) the Issuer or any other person would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) from any payment of principal or interest on any Series of Notes (the "**Affected Series**"), any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by Italy or any political or administrative sub-division thereof or any authority thereof or therein (or that amounts payable to the Issuer in respect of the Portfolio

would be subject to withholding or deduction) (hereinafter, the "**Tax Event**"); and

(b) the Issuer will have the necessary funds (not subject to the interests of any other person) to discharge all of its outstanding liabilities in respect of the Affected Series and any amount required to be paid, according to the Post-Enforcement Priority of Payments in priority thereto or *pari passu* therewith,

then the Issuer may, on any such Payment Date at its option having given not less than 30 days' prior written notice to the Representative of the Noteholders, to the Noteholders and to the Rating Agencies, in accordance with Condition 16 (*Notices*), redeem the Affected Series (if the Affected Series are the Rated Notes, in whole but not in part or, if the Affected Series are the Junior Notes, in whole or in part) at their Principal Amount Outstanding together with all accrued but unpaid interest thereon up to and including the relevant Payment Date and pay any amounts required under the Conditions to be paid in priority to or *pari passu* with the Affected Series, in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation – Redemption for Taxation)*.

Following the occurrence of a Tax Event, the Issuer may, or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Noteholders) direct the Issuer to dispose of the Portfolio, or any part thereof, to finance the early redemption of the Notes in accordance with Condition 8.4 (*Redemption, Purchase and Cancellation – Redemption for Taxation)*, subject to the terms and conditions of the Intercreditor Agreement.

For further details, see the section entitled "*Description of the Transaction Documents - The Intercreditor Agreement*".

Source of Payments of the Notes

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

Segregation of the Portfolio and the Issuer's rights

By virtue of the operation of Article 3 of the Securitisation Law and the Transaction Documents, the Issuer's rights, title and interest in and to the Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections will be segregated from all other assets of the Issuer (including any other receivables

purchased by the Issuer pursuant to the Securitisation Law). Therefore, any cash-flow deriving therefrom (to the extent identifiable) will be exclusively available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation.

The Portfolio, any monetary claim accrued by the Issuer in the context of the Securitisation, the relevant collections and the financial assets purchased through such collections may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation of the Notes.

Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the service of a Trigger Notice or upon failure by the Issuer to promptly exercise its rights under the Transaction Documents, to exercise all the Issuer's Rights, powers and discretion under the Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and the Issuer's Rights. Italian law governs the delegation of such power.

For further details, see the sections entitled "*Description of the Transaction Documents – The Intercreditor Agreement*".

Limited Recourse

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

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

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

(c) upon the Representative of the Noteholders giving written notice in accordance with Condition 16 (*Notices*) that it has determined, in its sole opinion, that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Portfolio or the Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents and the Servicer having confirmed the same in writing to the Representative of the Noteholders, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

Non Petition

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

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

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

(c) shall be entitled, until the date falling two years and one day after the date on which any notes issued in the context of any securitisation transaction carried out by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, to cause, initiate or join any person in initiating an Insolvency Event in relation to the Issuer; and

(d) 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.

Final Maturity Date	Unless previously redeemed in full or cancelled in accordance with the relevant Terms and Conditions, the Notes are due to be repaid in full at their respective Principal Amount Outstanding on the Final Maturity Date.
Cancellation Date	The Notes will be cancelled on the Cancellation Date which is the earlier of: (a) the date on which the Notes have been redeemed in full; (b) the Final Maturity Date; and (c) the date on which the Representative of the Noteholders has certified to the Issuer and the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Portfolio being available to the Issuer at which date any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled.
The Organisation of the Noteholders and the Representative of the Noteholders	The Organisation of the Noteholders shall be established upon and by virtue of the issuance of the Notes and shall remain in force and in effect until repayment in full or cancellation of the Notes. Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of the issue of the Notes, who is appointed by Hypo Vorarlberg as initial holder of the Notes, subject to and in accordance with the provisions of the Subscription Agreements. Each Noteholder is deemed to accept such appointment.
Listing and admission to trading	Application has been made to list the Rated Notes on the professional segment ExtraMOT PRO of the multilateral trading facility "ExtraMOT" managed by Borsa Italiana S.p.A.. No application has been made to list the Junior Notes on any stock exchange.
Rating	The Rated Notes are expected, upon issue, to be rated as follows:

(a) Series 2021-1-A Notes, "A2 (sf)" by Moody's and "AA (sf)" by S&P;

(b) Series 2021-1-B Notes, at least "Baa3 (sf)" by Moody's and "BBB (sf)" by S&P.

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

The Junior Notes will not be assigned any credit rating.

STS-Securitisation

The Securitisation is intended to be qualified as a simple, transparent and standardised (STS) securitisation within the meaning of Article 18 of the EU Securitisation Regulation ("**STS-Securitisation**"). Consequently, the Securitisation meets, as at the date of this Information Memorandum, the requirements of Articles 19 to 22 of the EU Securitisation Regulation and will be notified by the Originator to be included in the list published by ESMA referred to in Article 27(5) of the EU Securitisation Regulation. No assurance can be provided that the Securitisation does or continues to qualify as an STS-Securitisation under the EU Securitisation Regulation at any point in time in the future.

The STS Notification in respect of the Securitisation will be publicly available on the following ESMA website: https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation.

Governing Law

The Notes are governed by Italian law.

Purchase of the Notes

The Issuer may not purchase any Notes at any time.

Selling restrictions

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

For further details see the section entitled "*Subscription and Sale*".

4. ACCOUNTS

Collection Account

The Issuer has established the Collection Account with the Account Bank for the deposit by the Servicer of all amounts received or recovered by the Lessees on or after the Valuation Date in accordance with the provisions of the Servicing Agreement.

Payments Account

The Issuer has established the Payments Account with the Account Bank into which all amounts due to the Issuer under

any of the Transaction Documents (other than the Collections) will be paid.

Debt Service Reserve Account

The Issuer has established the Debt Service Reserve Account with the Account Bank into which on each Payment Date before the service of a Trigger Notice until (but excluding) the Payment Date on which the Rated Notes are redeemed in full, the Issuer will deposit - out of the Issuer Available Funds in accordance with the Pre-Enforcement Priority of Payments – the amount (if any) to bring the balance of such account up to (but not in excess of) the Debt Service Reserve Amount.

Securities Account

After the Issue Date the Issuer, upon request of the Cash Manager and with the prior written consent of the Representative of the Noteholders (acting in accordance with the Rules of the Organisation of the Noteholders), may open with the Account Bank (for so long as it qualifies as an Eligible Institution) or with any other Eligible Institution, the Securities Account, in accordance with the provisions of the Cash Allocation, Management and Payment Agreement.

The Securities Account shall be managed and operated in accordance with the instructions of the Cash Manager, the Issuer and the Representative of the Noteholders under the provisions of the Cash Allocation, Management and Payment Agreement and the other Transaction Documents.

Expenses Account

The Issuer has established the Expenses Account with Banca FININT, into which the Retention Amount will be credited on the Issue Date.

During each Interest Period, the Retention Amount will be used by the Issuer to pay the Expenses (including taxes).

To the extent that the amount standing to the credit of the Expenses Account on any Payment Date is lower than the Retention Amount, the Issuer shall credit available amounts to the Expenses Account in accordance with the relevant Priority of Payments.

Quota Capital Account

In addition, the Issuer has established a Quota Capital Account with Banca FININT, to which its contributed quota capital is deposited.

The Collection Account, the Payments Account, the Debt Service Reserve Account and the Securities Account, if any, will be maintained with the Account Bank for as long as the Account Bank is an Eligible Institution.

5. CREDIT STRUCTURE

Debt Service Reserve Mechanism

The Debt Service Reserve Amount will be available on each Payment Date to cover shortfalls under item *First* to item *Fourth* of the Pre-Enforcement Priority of Payments.

The Debt Service Reserve Amount will be credited into the Debt Service Reserve Account on the First Payment Date in accordance with the Pre-Enforcement Priority of Payments.

The Debt Service Reserve Amount will form part of the Issuer Available Funds. In accordance with item *Fifth* of the Pre-Enforcement Priority of Payments, on each Payment Date (up to (but excluding) the Payment Date on which the Rated Notes are redeemed in full) the Issuer shall credit into the Debt Service Reserve Account such an amount as will bring the balance of such account up to (but not in excess of) the Debt Service Reserve Amount.

Acceleration Events

If on any Calculation Date immediately preceding any Payment Date any of the following events occurs:

(a) the Net Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Cumulative Default Trigger; or

(b) the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Series 2021-1-B Notes Trigger; or

(c) the Outstanding Amount of the Receivables comprised in the Collateral Portfolio as of the last day of the immediately preceding Quarterly Collection Period is equal to zero;

(d) the Issuer has exercised its right to terminate the Servicing Agreement with Hypo Vorarlberg; or

(e) the Collateralisation Condition is not satisfied with reference to the end of any preceding Quarterly Collection Period.

then, all the funds available after payments under items from *First* to *Fifth* of the Pre-Enforcement Priority of Payments will be used to redeem the Most Senior Class of Notes.

Series 2021-1-B Notes Interest Deferral Event

If the Gross Cumulative Default Ratio on any Payment Date exceeds or has exceeded on any preceding Payment Date the Series 2021-1-B Notes Trigger, no interest payments are made on the Series 2021-1-B Notes until the Series 2021-1-A Notes have been redeemed in full.

Issuer Available Funds

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

(i) all the Collections and Recoveries received or recovered during the immediately preceding Quarterly Collection Period pursuant to the Servicing Agreement and credited to the Collection Account (including, for the avoidance of doubt, penalties and/or the Agreed Prepayments received and any other sums paid by the Lessees pursuant to the relevant Lease Contracts), provided however that the Collections and Recoveries collected by the Servicer in respect to which a Limited Recourse Loan has been disbursed by the Originator in accordance with Article 4 of the Warranty and Indemnity Agreement are excluded from the Issuer Available Funds up to an amount equivalent to the corresponding Limited Recourse Loan;

(ii) all amounts received (if any) by the Issuer from the Originator pursuant to the Transfer Agreement and to the Warranty and Indemnity Agreement or from the Servicer pursuant to the Servicing Agreement during the immediately preceding Quarterly Collection Period (other than the Collections and the Recoveries) and credited to the Payments Account;

(iii) any other amount received by the Issuer under the Transaction Documents during the immediately preceding Quarterly Collection Period (other than the Collections and the Recoveries);

(iv) any interest accrued and credited on the Accounts (other than the Expenses Account and the Quota Capital Account) as of the last day of the immediately preceding Quarterly Collection Period and any interest, profits, premium or other amount deriving from the Eligible Investments made under the term of the Cash Allocation, Management and Payment Agreement due to be paid on the Eligible Investments Maturity Date immediately prior to the relevant Payment Date;

(v) any and all other amounts standing to the credit of the Collection Account, the Payments Account and the Debt Service Reserve Account following the payments required to be made into such accounts on the immediately preceding Payment Date;

(vi) the proceeds from the sale (if any) of all or parts of the Portfolio credited into the Payments Accounts; and

(vii) on the Payment Date on which all the Notes will be redeemed in full or otherwise cancelled, all of the

funds then standing to the balance of the Expenses Account.

Trigger Events

The Terms and Conditions provide the following Trigger Events:

(a) *Non-payment:*

The Issuer defaults in the payment of:

(i) the amount of interest due and/or principal due and payable on the Most Senior Class of Notes and such default is not remedied within a period of 5 (five) Business Days from the due date thereof; or

(ii) any amount due and payable to the Other Issuer Creditors under items *First* and *Second* of the applicable Priority of Payments and such default is not remedied within a period of five Business Days from the due date thereof; or

(b) *Breach of other obligations:*

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

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

Any of the representations and warranties given by the Issuer under any of the Transaction Documents to which it is party is, or proves to have been, incorrect or erroneous in any material respect when made, or deemed to be made, or at any time thereafter, unless it has been remedied within 15 (fifteen) days after the Representative of the Noteholders has served notice requiring remedy; or

(d) *Insolvency of the Issuer:*

An Insolvency Event occurs in respect of the Issuer; or

(e) *Unlawfulness*:

It is or will become unlawful (in any respect deemed to be material by the Representative of the Noteholders) for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

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

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

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

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

serve a Trigger Notice to the Issuer.

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

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

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

Portfolio pursuant to Article 21(4)(d) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

Pre-Enforcement Priority of Payments

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

(i) *First*,

(a) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such costs during the immediately preceding Quarterly Collection Period), and

(b) to credit to the Expenses Account such an amount equal to the Retention Amount;

(ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof,

(a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;

(b) any amounts due and payable on such Payment Date to the Account Bank, the Computation Agent, the Paying Agent, the Cash Manager, the Corporate Servicer, the Back-Up Servicer Facilitator, the Stichting Corporate Services Provider and the Servicer; and

(c) any other documented costs, fees and expenses due to persons who are not party to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;

(iii) *Third*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-A Notes on such Payment Date;

(iv) *Fourth*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-B Notes on such Payment Date, provided that if the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Series 2021-1-B Notes Trigger, no amount will be paid under this item to the Series 2021-1-B Noteholders until the Series 2021-1-A Notes have been, or will on such Payment Date be, redeemed in full;

(v) *Fifth*, up to (but excluding) the Payment Date on which the Rated Notes are redeemed in full, to credit into the Debt Service Reserve Account such an amount as will bring the balance of such account up to (but not in excess of) the Debt Service Reserve Amount;

(vi) *Sixth*, to pay all amounts then due and payable as Series 2021-1-A Repayment Amount;

(vii) *Seventh*, to pay all amounts then due and payable as Series 2021-1-B Repayment Amount;

(viii) *Eighth*, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Other Issuer Creditors pursuant to the Transaction Documents which are not due and payable under the other items of this Priority of Payments (including, for the avoidance of doubt, any amount due to the Originator as Increased Instalment Purchase Price during the relevant Quarterly Collection Period and any indemnity amount due to the Senior Notes Subscriber under the Transaction Documents);

(ix) *Ninth,* to pay all amounts then due and payable as Series 2021-1-C Repayment Amount;

(x) *Tenth*, in or towards satisfaction of the Junior Notes Remuneration due and payable to the Junior Noteholders.

Post-Enforcement Priority of Payments

Following the service of a Trigger Notice, pursuant to Condition 13 (*Trigger Events*), or in the event of redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), or optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*), or on

the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) *First*,

(a) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such costs during the immediately preceding Quarterly Collection Period), and

(b) to credit to the Expenses Account such an amount equal to the Retention Amount;

(ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof,

(a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;

(b) any amounts due and payable on such Payment Date to the Account Bank, the Computation Agent, the Paying Agent, the Cash Manager, the Corporate Servicer, the Back-Up Servicer Facilitator, the Stichting Corporate Services Provider and the Servicer; and

(c) any other documented costs, fees and expenses due to persons who are not party to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;

(iii) *Third*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-A Notes on such Payment Date;

(iv) *Fourth*, to pay, *pari passu* and *pro rata*, all amounts of principal then due and payable of the Series 2021-1-A Notes on such Payment Date;

(v) *Fifth*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-B Notes on such Payment Date;

(vi) *Sixth*, to pay, *pari passu* and *pro rata*, all amounts of principal then due and payable of the Series 2021-1-B Notes on such Payment Date;

(vii) *Seventh*, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Other Issuer Creditors pursuant to the Transaction Documents which are not due and payable under the other items of this Priority of Payments (including, for the avoidance of doubt, any indemnity amount due to the Senior Notes Subscriber under the Transaction Documents);

(viii) *Eighth*, to pay all amounts then due and payable as Series 2021-1-C Repayment Amount;

(ix) *Ninth*, in or towards satisfaction of the Junior Notes Remuneration due and payable to the Junior Noteholders.

Material Net Economic Interest in the Securitisation

Under the Intercreditor Agreement, the Originator has undertaken that it will:

(a) retain, on an on-going basis, a material net economic interest in the Securitisation of not less than 5 (five) per cent., in accordance with option (d) of Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (i.e. the retention of the first loss tranche);

(b) not change the manner in which such material net economic interest is held, unless expressly permitted by Article 6(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards;

(c) procure that any change to the manner in which such retained interest is held in accordance with paragraph (b) above will be notified to the Computation Agent to be disclosed in the Investors Report; and

(d) comply with the disclosure obligations imposed on originators under Article 7(1)(e)(iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, subject always to any requirement of law,

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

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

6. REPORTS

Monthly Servicer's Report

Under the Servicing Agreement, the Servicer has undertaken to prepare, on each Monthly Servicer's Report Date, the Monthly Servicer's Report setting out information on the performance of the Receivables and the Lease Contracts during the relevant Monthly Collection Period.

Quarterly Servicer's Report

Under the Servicing Agreement, the Servicer has undertaken to prepare, on each Quarterly Servicer's Report Date, the Quarterly Servicer's Report setting out information on the performance of the Receivables and the Lease Contracts during the relevant Quarterly Collection Period.

Transparency Lease Report

Under the Servicing Agreement, the Servicer has undertaken to prepare and submit to the Reporting Entity, on a quarterly basis by no later than the Transparency Report Date, the Transparency Lease Report setting out all the information required to comply with Article 7(1)(a) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

Account Bank Report

Under the Cash Allocation, Management and Payment Agreement, the Account Bank has undertaken to prepare, on each Account Bank Report Date, the Account Bank Report setting out information concerning, *inter alia*, the transfers and the balances relating to the Eligible Accounts held with it.

Securities Account Report

Under the Cash Allocation, Management and Payment Agreement, in the event that a Securities Account is opened, the Account Bank (or any other Eligible Institution) holding the Securities Account (if any) shall, also on the basis of the information received by the Cash Manager, prepare the Securities Account Report, setting out information on the Securities Account and the relevant details of all investments.

Paying Agent Report

Under the Cash Allocation, Management and Payment Agreement, the Paying Agent has undertaken to prepare, no

later than the first day of each Interest Period, the Paying Agent Report setting out certain information in respect of certain calculations to be made on the Notes.

Payments Report

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

Transparency Investors' Report

Under the Intercreditor Agreement, the Servicer has undertaken to prepare and submit to the Reporting Entity the Transparency Investors' Report setting out all information with respect to the Notes required to comply with Article 7(1)(e), 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards. Such report shall be prepared both (i) on or prior to the Transparency Report Date with reference to the information requested under Article7(1)(e), 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation, and (ii) in case an inside information or significant event (within the respective meanings of Articles 7(1)(f) and (g) of the EU Securitisation Regulation) has occurred, without delay with reference to the information requested under Article 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation.

Investors' Report

Under the Cash Allocation, Management and Payment Agreement, the Computation Agent has undertaken to prepare, on or prior each Investors' Report Date, the Investors' Report setting out certain information with respect to the Notes. The Investors' Report will be published on the following web site www.securitisation-services.com and freely available to the investors.

7. TRANSFER AND ADMINISTRATION OF THE PORTFOLIO

Transfer of the Portfolio

On 30 November 2021, the Originator and the Issuer entered into the Transfer Agreement pursuant to which the Originator assigned and transferred to the Issuer the Portfolio. The Portfolio has been assigned and transferred to the Issuer without recourse (*pro soluto*), in accordance with the Securitisation Law and subject to the terms and conditions thereof.

The Receivables comprised in the Portfolio have been selected on the basis of the Criteria set forth in the Transfer Agreement.

The Purchase Price in respect of the Portfolio will be payable by the Issuer on the Issue Date using the net proceeds from the issue of the Notes.

For further details, see the sections entitled "*The Portfolio*" and "*Description of the Transaction Documents – The Transfer Agreement*".

Warranty and Indemnity Agreement

Pursuant to the Warranty and Indemnity Agreement the Originator has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, the Receivables, the Portfolio, the Lease Contracts and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Portfolio.

For further details, see the sections entitled "*Description of the Transaction Documents – The Warranty and Indemnity Agreement*".

Servicing Agreement

Pursuant to the terms of the Servicing Agreement the Servicer has agreed to administer and service the Receivables comprised in the Portfolio on behalf of the Issuer and, in particular, (i) to collect and recover amounts due in respect thereof; and (ii) to carry out, on behalf of the Issuer, certain activities in relation to the Receivables in accordance with the Servicing Agreement and the Credit and Collection Policies.

In particular, the Servicer will be the *"soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento"* (entity responsible for the collection of the assigned receivables and the cash and payment services) pursuant to the Securitisation Law and, in such capacity, shall be responsible for verifying that the operations comply with the law and the Information Memorandum pursuant to Article 2, paragraph 3 (c) and Article 2, paragraph 6-*bis*, of the Securitisation Law.

For further details, see the section entitled "*Description of the Transaction Documents – The Servicing Agreement*".

8. OTHER TRANSACTION DOCUMENTS

Intercreditor Agreement

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

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

The Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer Available Funds and in accordance with the applicable Priority of Payments, subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

Under the Intercreditor Agreement, all the parties thereto have acknowledged and accepted that, for the purpose of compliance with Article 20(7) of the EU Securitisation Regulation, (i) any disposal of the Portfolio and/or the Receivables is permitted only in limited circumstances provided for in the Transaction Documents, and (ii) none of such circumstances constitutes an active portfolio management of the Portfolio.

Further, pursuant to the Intercreditor Agreement, the Issuer, the Originator and the Servicer have undertaken that in no event the Portfolio shall be managed in order to allow an active management on a discretionary basis as set forth in Article 20(7) of the EU Securitisation Regulation.

Cash Allocation, Management and Payment Agreement

Pursuant to the Cash Allocation, Management and Payment Agreement, the Servicer, the Computation Agent, the Account Bank, the Paying Agent and the Cash Manager have agreed to provide the Issuer with certain agency services and certain calculation, notification and reporting services together with account handling, investment and cash management services in relation to monies and securities from time to time standing to the credit of the Accounts.

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

Corporate Services Agreement

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

Stichting Corporate Services Agreement

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

Letter of Undertakings

Pursuant to the Letter of Undertakings, the Originator has undertaken to indemnify the Issuer in respect of certain tax charges which may at any time be incurred by the Issuer.

Senior Notes Subscription Agreement	Pursuant to the Senior Notes Subscription Agreement, the Issuer has agreed to issue the Senior Notes and the Senior Notes Subscriber has agreed to subscribe for such Senior Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.
Mezzanine Notes Subscription Agreement	Pursuant to the Mezzanine Notes Subscription Agreement, the Issuer has agreed to issue the Mezzanine Notes and the Mezzanine Notes Subscriber has agreed to subscribe for such Mezzanine Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.
Junior Notes Subscription Agreement	Pursuant to the Junior Notes Subscription Agreement, the Issuer has agreed to issue the Junior Notes and the Junior Notes Subscriber has agreed to subscribe for such Junior Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.
Master Definitions Agreement	Pursuant to the Master Definitions Agreement, the definitions of certain terms used in the Transaction Documents have been set out. For further details, see the section entitled "*Description of the Transaction Documents*".

RISK FACTORS

The following is a summary of certain aspects of the issue of the Notes of which prospective noteholders should be aware. It is not intended to be exhaustive and prospective noteholders should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making an investment decision.

Investing in the Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may, exclusively or concurrently, occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. While the various structural elements described in this Information Memorandum are intended to lessen some of these risks for holders of the Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of interest or principal on such Notes on a timely basis or at all. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations.

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

Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

RISK FACTORS RELATED TO THE ISSUER

Securitisation Law

The Securitisation Law was enacted in Italy on April 1999. As at the date of this Information Memorandum, as far as the Issuer is aware, no interpretation of the application of the Securitisation Law has been issued by any Italian court or governmental or regulatory authority. Consequently, it is possible that such or different authorities may issue further regulations relating to the Securitisation Law or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Information Memorandum.

Issuer's ability to meet its obligations under the Notes

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on the receipt by the Issuer of (a) the Collections made on its behalf by the Servicer in respect of the Portfolio and (b) any other amounts required to be paid to the Issuer by the various agents and counterparts of the Issuer pursuant to the terms of the relevant Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party.

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

No independent investigation in relation to the Receivables

None of the Issuer or the Arranger nor any other party to the Transaction Documents (other than the Originator) has undertaken or will undertake any investigation, search or other action to verify the details of the Receivables sold by the Originator to the Issuer, nor has any of such persons undertaken, nor will any of them undertake, any investigation, search or other action to establish the creditworthiness of any of the Lessees or the Guarantors. There can be no assurance that the assumptions used in modelling the cash flows of the Receivables and the Portfolio accurately reflect the status of the underlying Lease Contracts.

The Issuer will rely instead on the representations and warranties given by the Originator in the Warranty and Indemnity Agreement and in the Transfer Agreement. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Receivable will be the requirement that the Originator indemnifies the Issuer for the damage deriving therefrom or advance to the Issuer the Limited Recourse Loan, in both cases, subject to the terms and conditions of the Warranty and Indemnity Agreement. There can be no assurance, however, that the Originator will have the financial resources to honour such obligations. For further details, see the section entitled "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*".

Commingling Risk

The Issuer is subject to the risk that, in the event of insolvency of the Servicer, the Collections held by the Servicer are lost or frozen. Recently, the Securitisation Law has been amended so as to clarify, *inter alia*, that, should any insolvency procedure be opened against the relevant servicer as account-holder, any positive balance standing to the credit of the relevant bank account/s, as well as any amounts credited to such account/s during such procedure, shall be immediately returned to the Issuer regardless the ordinary procedural rules about the filing of claims and distribution of payments out of the insolvency estate.

However, such risk is mitigated through the obligation of the Servicer under the Servicing Agreement from the Issue Date (included) to transfer the Collection to the Issuer, on a daily basis (and, in any case, not later than 2 Business Days from the collection) (i) on the last day of each Quarterly Collection Period and (ii) during each Monthly Collection Period, on any date in which the amount of the Collections held by the Servicer is equal to or higher than Euro 200,000. For further details, see the section entitled "*Description of the Transaction Documents - The Servicing Agreement*".

Liquidity and Credit Risk

The Issuer is subject to the risk of delay arising between the receipt of payments due from the Lessees and the Scheduled Instalment Dates. This risk is mitigated in respect of the Rated Notes through the establishment of a debt service reserve into the Debt Service Reserve Account.

Furthermore, the Issuer is subject to the risk of failure by the Servicer to collect or to recover sufficient funds in respect of the Portfolio in order to enable the Issuer to discharge all amounts payable under the Notes when due.

The Issuer is also subject to the risk of default in payment by the Lessees and the failure to realise or to recover sufficient funds in respect of the Lease Contracts in order to discharge all amounts due by the Lessees under the Lease Contracts.

These risks in respect of the Rated Notes are mitigated by the liquidity and credit support provided by (i) the subordination of the Junior Notes and (ii) the establishment of a debt service reserve into the Debt Service Reserve Account.

However, in each case, there can be no assurance that the levels of Collections received from the Portfolio, together with the credit support and the liquidity support provided by the subordination of the Junior Notes

and the debt service reserve will be adequate to ensure timely and full receipt of amounts due under the Notes.

Credit Risk on the Originator and the other parties to the Transaction Documents

The ability of the Issuer to make payments in respect of the Notes will depend to a significant extent upon the due performance by the Originator and the other parties to the Transaction Documents of their respective various obligations under the Transaction Documents to which they are a party. In particular, without limiting the generality of the foregoing, the timely payment of amounts due on the Notes will depend on the ability of the Servicer to service the Portfolio and to recover the amounts relating to Defaulted Receivables (if any). In addition, the ability of the Issuer to make payments under the Notes may depend to an extent upon the due performance by the Originator of its obligations under the Warranty and Indemnity Agreement in respect of the Portfolio. The performance by such parties of their respective obligations under the relevant Transaction Documents may be influenced on the solvency of each relevant party.

It is not certain that a suitable alternative servicer could be found to service the Portfolio in the event that the Servicer becomes insolvent or its appointment under the Servicing Agreement is otherwise terminated. If such an alternative servicer is found it is not certain whether it would agree to service the Portfolio on the same terms as those provided for in the Servicing Agreement.

Claims of Unsecured Creditors of the Issuer

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

Under Italian law*, prima facie,* any creditor of the Issuer who has a valid and unsatisfied claim may file a petition for the bankruptcy of the Issuer, although no creditors other than the Representative of the Noteholders on behalf of the Noteholders and the Other Issuer Creditors would have the right to claim in respect of the Receivables, even in the event of bankruptcy of the Issuer.

The Issuer is unlikely to have a large number of creditors unrelated to the Securitisation or any Further Securitisation because (i) the corporate object of the Issuer, as contained in its By-laws *(statuto)*, is very limited and (ii) under the Terms and Conditions, the Issuer has undertaken to the Noteholders, *inter alia*, not to engage in any activity whatsoever which is not incidental to or necessary in connection with any Further Securitisation or with any of the activities in which the Transaction Documents provide and envisage that the Issuer will engage. Therefore, the Issuer must comply with certain covenants provided for by the Terms and Conditions which contain restrictions on the activities which the Issuer may carry out (including incurring further substantial debt), with the result that the Issuer may only carry out limited transactions in connection with the Securitisation and, subject to the satisfaction of Condition 5.2 *(Covenants – Further Securitisations)*, Further Securitisations. Accordingly, the Issuer is less likely to have creditors who would claim against it other than the ones related to the Further Securitisations, if any, the Noteholders and the Other Issuer Creditors (all of whom have agreed to non-petition provisions contained in the Transaction Documents) and the other third parties creditors in respect of any taxes, costs, fees or expenses incurred in relation to such securitisations and in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation. To the extent that the Issuer incurs any on-going taxes, costs, fees

and expenses (whether or not related to the Securitisation), the Issuer has established the Expenses Account, into which the Retention Amount shall be credited on the Issue Date and refilled on each Payment Date in accordance with the applicable Priority of Payments and out of which payments of the aforementioned taxes, costs, fees and expenses shall be paid during any Quarterly Collection Period.

Notwithstanding the foregoing, there can be no assurance that if any bankruptcy proceedings were to be commenced against the Issuer, the Issuer would be able to meet all of its obligations under the Notes.

Further Securitisations

The Issuer may carry out Further Securitisations in addition to the Securitisation described in this Information Memorandum provided that the Issuer has obtain the written consent of the Noteholders in accordance with the Rules of the Organisation of the Noteholders and the Conditions 5.2 (*Covenants – Further Securitisations*).

Under the terms of Article 3 of the Securitisation Law, the assets relating to each securitisation transaction will by operation of law and of the Transaction Documents be segregated for all purposes from all other assets of the company that purchases the receivables. On a winding up of such a company such assets will only be available to the holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company.

RISK FACTORS RELATED TO THE NOTES

Suitability

Structured securities, such as the Notes, are sophisticated instruments, which can involve a significant degree of risk. Prospective investors in any Class of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to the relevant risks. Such prospective investors should also ensure that they have sufficient knowledge, experience and access to professional advice to make their own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and that they consider the suitability of the Notes as an investment in light of their own circumstances and financial condition and upon advice from such advisers as they may deem necessary.

Prospective investors in the Notes should make their own independent decision whether to invest in the Notes and whether an investment in the Notes is appropriate or proper for them, based upon their own judgement and upon advice from such advisers as they may deem necessary.

Prospective investors in the Notes should not rely on or construe any communication (written or oral) of the Issuer, the Originator, the Arranger, the Subscriber as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the Terms and Conditions shall not be considered to be investment advice or a recommendation to invest in the Notes.

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

Source of Payments to Noteholders

The Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by any of, the Originator, the Lessees, the Representative of the Noteholders, any of the Other

Issuer Creditors or the Arranger. None of such parties, other than the Issuer, will accept any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due under the Notes.

The Issuer will not as at the Issue Date have any significant assets for the purpose of meeting its obligations under the Securitisation, other than the Portfolio, any amounts and/or securities standing to the credit of the Accounts (other than the Quota Capital Account) and its rights under the Transaction Documents to which it is a party. Consequently, there is a risk that, over the life of the Notes or at the redemption date of the Notes (whether on the Final Maturity Date, upon redemption by acceleration of maturity following the service of a Trigger Notice or otherwise), the funds available to the Issuer may be insufficient to pay interest on the Notes or to repay the Notes in full.

Limited Recourse Nature of the Notes

The Notes will be limited recourse obligations solely of the Issuer. The Noteholders will receive payment in respect of principal and interest on the Notes only if and to the extent that the Issuer has sufficient Issuer Available Funds to make such payment in accordance with the applicable Priority of Payments. If there are not sufficient Issuer Available Funds to pay in full all principal and interest and other amounts due in respect of the Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts. Following the service of a Trigger Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of the Noteholders of the Issuer's Rights.

Yield and Prepayment Considerations

The yield to maturity of the Notes of each Class will depend on, *inter alia*, the amount and timing of repayment of principal on the Receivables (including prepayments and proceeds from the sale of the Assets upon termination of the Lease Contracts) and on the actual date (if any) of exercise of the Optional Redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*). Such yield may be adversely affected by higher or lower than anticipated rates of prepayment, delinquency and default of the Receivables.

The rates of prepayment, delinquency and default of the Receivables cannot be predicted and are influenced by a wide variety of economic, social and other factors. Therefore, no assurance can be given as to the level of prepayments, delinquency and default that the relevant Lease Contract will experience.

Subordination

Prior to the service of a Trigger Notice:

(a) in respect of the obligations of the Issuer to pay interest on the Notes:

  (a) the Series 2021-1-A Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-B Notes and the Series 2021-1-C Notes;

  (b) the Series 2021-1-B Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-C Notes and subordinated to the Series 2021-1-A Notes; and

  (c) the Series 2021-1-C Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but subordinated to the Series 2021-1-A Notes and the Series 2021-1-B Notes;

(b) in respect of the obligations of the Issuer to repay principal on the Notes:

(i) the Series 2021-1-A Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-B Notes and the Series 2021-1-C Notes;

(ii) the Series 2021-1-B Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-C Notes and subordinated to the Series 2021-1-A Notes; and

(iii) the Series 2021-1-C Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but subordinated to the Series 2021-1-A Notes and the Series 2021-1-B Notes.

Following the service of a Trigger Notice, in respect of the obligations of the Issuer to pay interest and repay principal on the Notes:

(a) the Series 2021-1-A Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-B Notes and the Series 2021-1-C Notes;

(b) the Series 2021-1-B Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but in priority to the Series 2021-1-C Notes and subordinated to the Series 2021-1-A Notes; and

(c) the Series 2021-1-C Notes will rank *pari passu* and rateably without preference or priority among themselves for all purposes, but subordinated to the Series 2021-1-A Notes and the Series 2021-1-B Notes.

As a result, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the Series 2021-1-C Noteholders, then (to the extent that the Series 2021-1-B Notes have not been redeemed) by the Series 2021-1-B Noteholders and then (to the extent that the Series 2021-1-A Notes have not been redeemed) by the Series 2021-1-A Noteholders.

As long as the Notes are outstanding, the Most Senior Class of Noteholders shall be entitled to determine the remedies to be exercised in connection with the outstanding Notes.

Limited Enforcement Rights

The protection and exercise of the Noteholders' rights against the Issuer and the preservation and enforcement of the security under the Notes is one of the duties of the Representative of the Noteholders to the extent provided by the Transaction Documents. The Terms and Conditions and the Rules of the Organisation of the Noteholders limit the ability of each individual Noteholder to bring individual actions against the Issuer.

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

The Representative of the Noteholders

The Terms and Conditions and the Intercreditor Agreement contain provisions requiring the Representative of the Noteholders to have regard to the interests of the holders of each Class of Notes as regards all powers, authorities, duties and discretion of the Representative of the Noteholders as if they formed a single

class (except where expressly provided otherwise) but requiring the Representative of the Noteholders, in the event of a conflict between the interests of the holders of different Classes of Notes, to have regard only to the interests of the holders of the Class of Notes ranking highest in the order of priority then outstanding.

Potential conflicts of interest

Prospective investors should note that, in connection with the right to vote at any Meeting of Noteholders convened to transact certain business, conflicts of interest may exist between the prospective holders of the Notes and each Hypo Vorarlberg in its respective roles under the Securitisation. In particular, Hypo Vorarlberg, in its capacity as initial holder of all the Notes, may be entitled to determine certain remedies to be exercised in connection with the outstanding Notes and to pass certain Resolutions in accordance with the provisions of the Terms and Conditions and the Rules of the Organisation of the Noteholders.

In this respect, it should be noted that Article 19.8 (*Conflict of Interests*) of the Rules of the Organisation of the Noteholders provides some limits to the right of Hypo Vorarlberg and the other entities belonging to the banking group of Hypo Landesbank Vorarlberg to vote at any Meeting duly convened to transact matters which may negatively affect the interest of the Rated Noteholders (or some of them).

There is no assurance that Hypo Vorarlberg will continue to hold any of the Notes after the Issue Date (save as provided in the section entitled "*Description of the Transaction Documents - The Intercreditor Agreement*").

Limited Secondary Market

There is not at present an active and liquid secondary market for the Rated Notes. The Rated Notes will not be registered under the Securities Act and will be subject to significant restrictions on resale in the United States.

Although an application has been made for the Rated Notes to be admitted to trading on the ExtraMOT PRO, there can be no assurance that a secondary market for any of the Rated Notes will develop or, if a secondary market does develop in respect of any of the Rated Notes, that it will provide the holders of such Rated Notes with liquidity of investments or that it will continue until the final redemption or cancellation of such Rated Notes. Consequently, any purchaser of Rated Notes may be unable to sell such Notes to any third party and it may therefore have to hold the Rated Notes until final redemption or cancellation thereof.

Limited liquidity in the secondary market may continue to have an adverse effect on the market value of the asset backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, whilst these market conditions persist, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any of these fluctuations may be significant and could result in significant losses to an investor.

Limited Nature of Credit Ratings Assigned to the Rated Notes

Each credit rating assigned to the Rated Notes reflects the relevant Rating Agencies' assessment only of the likelihood that interest will be paid promptly and principal will be paid by the final redemption date, not that it will be paid when expected or scheduled. These ratings are based, among other things, on the reliability of the payments on the Portfolio and the availability of credit enhancement.

The ratings do not address, *inter alia*, the following:

- the possibility of the imposition of Italian or European withholding tax;
- the marketability of the Rated Notes, or any market price for the Rated Notes; or

- whether an investment in the Rated Notes is a suitable investment for the relevant Noteholder.

A rating is not a recommendation to purchase, hold or sell the Rated Notes.

Any Rating Agency may lower its ratings or withdraw its ratings if, in the sole judgement of that Rating Agency, the credit quality of the Rated Notes has declined or is in question. If any rating assigned to the Rated Notes is lowered or withdrawn, the market value of the Rated Notes may be affected.

Series 2021-1-A as Eligible Collateral for ECB Liquidity and/or Open Market Transactions

After the Issue Date an application may be made to a central bank in the Euro-Zone to record the Series 2021-1-A as eligible collateral, within the meaning of the Guideline (EU) 2015/510 of the European Central Bank ("**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy, as subsequently amended, supplemented and replaced from time to time (the "**ECB Guidelines**"), for liquidity and/or open market transactions carried out with such central bank. In this respect, it should be noted that in accordance with the ECB Guidelines and the central banks of the Euro-Zone policies, neither the European Central Bank nor such central banks will confirm the eligibility of the Series 2021-1-A for the above purpose prior to their issuance and if the Series 2021-1-A are accepted for such purpose, the relevant central bank may amend or withdraw any such approval in relation to the Series 2021-1-A at any time. The assessment and/or decision as to whether the Series 2021-1-A qualify as eligible collateral for liquidity and/or open market transactions rests with the relevant central bank.

There is no assurance that the Series 2021-1-A 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 satisfaction of the Eurosystem eligibility criteria and, in accordance with its policies, will not be given prior to issue of the Series 2021-1-A. If the Series 2021-1-A are accepted for such purposes, Eurosystem may amend or withdraw any such approval in relation to the Series 2021-1-A at any time.

In the event that Series 2021-1-A are not recognised (or cease to be recognised) as an eligible collateral for Eurosystem operations, the holders of such Series 2021-1-A would not be able to access the ECB funding. In such case, there is no assurance that the holders of the Senior Notes will find alternative sources of funding or, should such alternative sources be found, these will be at equivalent economic terms compared to those applied by the ECB. In the absence of suitable sources of funding, the holders of the Series 2021-1-A may ultimately suffer a lack of liquidity.

None of the Issuer, the Originator, the Arranger, the Senior Notes Subscriber or any other party to the Transaction Documents gives any representation or warranty as to the eligibility of the Series 2021-1-A for such purpose, nor do they accept any obligation or liability in relation to such eligibility or lack of it of the Series 2021-1-A at any time.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

Changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger or any other party to the

Transaction Documents makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

In addition, prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to various types of regulated investors (including, *inter alia*, credit institutions, investment firms or other financial institutions, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a proportional additional risk weight on the notes acquired by the relevant investor. The retention and due diligence requirements hereby described apply, or are expected to apply, in respect of the Notes. Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, the Representative of Noteholders, the Originator, the Arranger or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes.

Prospective investors in the Notes who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non-compliance with the applicable provisions and any implementing rules in a relevant jurisdiction should seek guidance from their regulator.

It should be noted that the European authorities have adopted and finalised two new regulations related to securitisation (being Regulation (EU) 2017/2402 and Regulation (EU) 2017/2401) which apply in general from 1 January 2019. Amongst other things, the regulations include provisions intended to implement the revised securitisation framework developed by the Basel Committee on Banking Supervision (with adjustments) and provisions intended to harmonise and replace the risk retention and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to certain EU regulated investors. There are material differences between the new requirements and the previous requirements including with respect to the certain matters to be verified under the due diligence requirements, as well as with respect to the application approach under the retention requirements and the originator entities eligible to retain the required interest. Further differences arise under the corresponding guidance which will apply under the new risk retention requirements, which guidance will be made through new technical standards. In general, the new regulations (including the retention and due diligence requirements) apply to securitisations the securities of which are issued on or after the application date of 1 January 2019, including securitisations established prior to the date where further securities are issued on or after 1 January 2019. Accordingly, the new requirements apply in respect of the Notes.

Investors in the Senior Notes and the Mezzanine Notes are responsible for analysing their own regulatory position and none of the Issuer, the Originator, the Servicer, the Representative of the Noteholders, the Computation Agent, the Account Bank, the Cash Manager, the Paying Agent, the Corporate Servicer, the Sole Quotaholder, the Subscribers or the Arranger or any other party to the Transaction Documents makes any representation to any prospective investor regarding the regulatory capital treatment of their investment on the Issue Date or at any time in the future.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to

any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market. For further details, see the risk factors entitled "*The EU Securitisation Regulation and the STS framework*", "*Investors' compliance with the due diligence requirements under the Securitisation Regulation*" and "*Disclosure requirements CRA Regulation and EU Securitisation Regulation*" below.

The EU Securitisation Regulation and the STS framework

On 12 December 2017, the European Parliament adopted Regulation (EU) 2017/2402 (the "**EU Securitisation Regulation**") which applies from 1 January 2019. The EU Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the EU Securitisation Regulation) as regards (i) risk retention, (ii) due diligence, (iii) transparency, and (iv) the underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace the existing provisions in CRR, the AIFM Regulation and the Solvency II Regulation and introduce similar rules for UCITS management companies as regulated by the UCITS Directive and institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 or an investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to Article 32 of Directive (EU) 2016/2341. Secondly, the EU Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations ("**STS-Securitisations**").

The general framework established by the EU Securitisation Regulation

The risk retention, transparency, due diligence and underwriting criteria requirements described above apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules made at the national level), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Prospective investors are required to independently assess and determine the sufficiency of the information contained in this Information Memorandum or made available by the Issuer and the Originator for the purposes of complying with any relevant requirements and none of the Issuer, the Originator, the Reporting Entity, the Arranger, the Representative of the Noteholders or any other party to the Transaction Documents makes any representation that such information is sufficient in all circumstances for such purposes.

Various parties to the securitisation transaction described in this Information Memorandum are subject to the requirements of the EU Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements, including with regard to the risk retention requirements under Article 6 of the EU Securitisation Regulation and transparency obligations imposed under Article 7 of the EU Securitisation Regulation. Non-compliance with final Regulatory Technical Standards may adversely affect the value, liquidity of, and the amount payable under the Notes. Prospective investors in the Notes must make their own assessment in this regard.

With respect to the commitment of the Originator to retain a material net economic interest in the Securitisation in accordance with option set out in Article 6, paragraph 3(d) of the EU Securitisation Regulation and with respect to the information made available to the Noteholders and prospective investors in accordance with Article 7 of the EU Securitisation Regulation, please refer to the sections entitled "*Description of Transaction Documents – Intercreditor*".

The STS framework established by the EU Securitisation Regulation

The EU Securitisation Regulation applies to the fullest extent to the Notes. The Securitisation is intended to qualify as a STS-Securitisation within the meaning of Article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Information Memorandum, the requirements of Articles 19 to 22 of the EU Securitisation Regulation and it has been notified by the Originator to be included in the list published by ESMA referred to in Article 27(5) of the EU Securitisation Regulation.

No assurance can be provided that the EU Securitisation does or continues to qualify as an STS-Securitisation under the Securitisation Regulation at any point in time in the future.

Non-compliance with the status of an STS-Securitisation may result in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Originator. Any of such administrative sanctions and/or remedial measures may affect the ability of the Issuer to fulfil its payment obligations under the Notes.

Investors' compliance with due diligence requirements under the EU Securitisation Regulation

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

(a) that institutional investor has verified that:

  (i) for certain originators, certain credit-granting standards were met in relation to the origination of the underlying exposures;

  (ii) the risk retention requirements set out in Article 6 of the EU Securitisation Regulation are being complied with; and

  (iii) information required by Article 7 of the EU Securitisation Regulation has been made available; and

(b) that institutional investor has carried out a due diligence assessment which enables it to assess the risks involved, which shall include at least (among other things) the risk characteristics of its securitisation position and the underlying exposures of the securitisation, and all the structural features of the transaction that can materially impact the performance of its securitisation position.

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

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

The institutional investors due diligence requirements described above apply in respect of the Notes. Relevant institutional investors are required to independently assess and determine the sufficiency of the information contained in this Information Memorandum for the purposes of complying with Article 5 of the EU Securitisation Regulation and any corresponding national measures which may be relevant to investors.

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

Disclosure requirements under CRA Regulation and EU Securitisation Regulation

The CRA Regulation provides for certain additional disclosure requirements for structured finance instruments within the meaning of Commission Delegated Regulation (EU) no. 2015/3 of 30 September 2014 ("**SFIs"**). Such disclosure will need to be made via a website to be set up by ESMA. The Commission Delegated Regulation no. 2015/3 of 30 September 2014, which contains regulatory technical standards adopted by the European Commission to implement provisions of the CRA Regulation, came into force on 26 January 2015. These regulatory technical standards apply from 1 January 2017. In relation to an SFI issued or outstanding on or after the date of application of Commission Delegated Regulation no. 2015/3 of 30 September 2014, the issuer, originator and sponsor are required to comply with the reporting requirements. In its press release, dated 27 April 2016, ESMA communicated to the public that it is unlikely that ESMA will make available the SFI-website on which the reports on outstanding SFIs must be made available by 1 January 2017 or that it will be able to publish the technical instructions which ESMA must prepare pursuant to Article 8b of the CRA Regulation by that date. In the press release ESMA concluded that the reporting obligations under the CRA Regulation for SFIs may possibly be replaced by obligations based on new rules to be adopted and to be included in the EU Securitisation Regulation. Accordingly, pursuant to the obligations set forth in Article 7(2) of the EU Securitisation Regulation, the originator, sponsor and securitisation special purpose entity ("**SSPE"**) of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation, which includes the Information Memorandum issued in the context of the offer of notes in a securitisation transaction, to a regulated securitisation repository. The securitisation repository, which authorisation requirements are set out in chapter 4 of the EU Securitisation Regulation will in turn disclose information on securitisation transactions to the public. With the application of these provisions, the disclosure requirements of the CRA Regulation concerning SFI's are also addressed.

The Notes are issued after 1 January 2019. Consequently, the disclosure requirements of Article 7 of the EU Securitisation Regulation apply in respect of the Notes.

Bank Recovery and Resolution Directive

On 2 July 2014 the Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or the "**BRRD**") entered into force.

The Purpose of the Bank Recovery and Resolution Directive is to lay down rules and procedures relating to the recovery and resolution of banks and investment firms by providing supervisory national authorities with harmonised tools and powers to address crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

The Bank Recovery and Resolution Directive applies, *inter alia*, to (i) credit institutions, (ii) investments firms, and (iii) financial institutions that are established in the European Union when the financial institution is a subsidiary of a credit institution or investment firm and is covered by the supervision of the parent undertaking on a consolidated basis.

A resolution authority will only be permitted to use resolution powers and tools in relation to an institution if all the conditions set out in Article 32 of the BRRD for resolution are satisfied. Such resolution powers and tools 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.

The main resolution tools referred to in the BRRD are (a) the sale of business tool, (b) the bridge institution tool, (c) the asset separation tool and (d) the bail-in tool, which can be applied individually or in any combination by the relevant resolution authority.

Member States were required to adopt and publish by 31 December 2014 the laws, regulations and administrative provisions necessary to comply with the BRRD, with the exception of the bail-in power which shall be applied from 1 January 2016 at the latest.

The BRRD has been implemented in Italy through the adoption of two Legislative Decrees: (a) Legislative Decree No. 180/2015 which implements the BRRD in Italy, and (b) Legislative Decree No. 181/2015 which amends the Consolidated Banking Act and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. Such Legislative Decrees were published on the Official Gazette on 16 November 2015 and entered into force on the same date, save for: (i) the bail-in tool, which will apply 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 will apply from 1 January 2019.

Liquidity Coverage Ratio And High Quality Liquid Assets

Further to the introduction of the Liquidity Coverage Ratio ("**LCR**") under the CRR, a delegated act has been adopted in October 2014 and published in the Official Journal of the European Union in January 2015 (the "**Delegated Act**"). The Delegated Act sets out rules governing what assets can be considered as high quality liquid assets ("**HQLA**") and how the expected cash outflows and inflows are to be calculated under stressed conditions. HQLA are assets that can be sold on private markets with no loss or little loss of value, even in stressed conditions.

The Delegated Act applied from 1 October 2015, under a phase-in approach before it became binding from 1 January 2018. This progressive implementation of the LCR was meant to allow credit institutions sufficient time to build up their liquidity buffers, whilst preventing a disruption of the flow of credit to the real economy during the transitional period.

With specific reference to securitisation transaction, the Delegated Act - recognizing the good liquidity performance of certain securitisations and in order to ensure consistency across financial sectors - identifies certain criteria to be complied with by securitisation instruments to be eligible as level 2B assets for credit institutions' liquidity buffers.

As the criteria for asset-backed securities to qualify as level 2B assets are not entirely consistent with recent market standards and, given the lack of guidance on the interpretation of the LCR regulation generally and the criteria applicable to level 2B assets in particular, it is not certain whether the Senior Notes qualify as level 2B assets for the purposes of the LCR and the Issuer makes no representation whether such criteria are met by such Notes.

In general, prospective investors in the Notes should make their own independent decision whether to invest in the Notes and whether an investment in the Notes is appropriate or proper for them in their particular circumstances and in light of, *inter alia*, this specific matter, based upon their own judgment and upon advice from their own advisers as they may deem necessary and/or by seeking guidance from their relevant national regulator.

No predictions can be made as to the precise effect of such matter on any investor or otherwise and neither the Issuer nor any other transaction party gives a representation to any investor that the information described in this Information Memorandum is sufficient in all circumstances for such purposes.

U.S. Risk Retention requirements

The credit risk retention regulations implemented by U.S. Federal regulatory agencies including the SEC pursuant to Section 15G of the Exchange Act (the "**U.S. Risk Retention Rules**") came into effect with respect to residential mortgage backed securities on 24 December 2015 and other classes of asset backed securities including asset backed securities backed by auto-loans, such as the Lease Receivables on 24 December 2016. The U.S. Risk Retention Rules generally require the "sponsor" of a "securitisation transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined

for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

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

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

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

None of the Issuer, the Originator, the Servicer, the Arranger, the Underwriters, the Representative of the Noteholders or any other party to the Transaction Documents, or any of their respective affiliates, makes any representation to any prospective investor or purchaser of the Notes as to whether the transaction described in this Information Memorandum complies with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and by the CRD IV in particular and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Volcker Rule

The enactment of the Dodd-Frank Act, which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act. Section 619 of the Dodd-Frank Act added a new section 13 to the Bank Holding Company Act of 1956,

commonly referred to as the Volcker Rule.

The Volcker Rule generally prohibits "banking entities" broadly defined to include U.S. banks, bank holding companies and foreign banking organisations, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading in financial instruments, (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring" a "covered fund" and (iii) entering into certain transactions with such funds subject to certain exemptions and exclusions.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act of 1940 (the ICA) but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

Not all investment vehicles or funds, however, fall within the definition of a "covered fund" for the purposes of the Volcker Rule. For example, for most non-U.S. banking entities, a non-U.S. issuer that offers its securities only to non-U.S. persons may be considered not to be a "covered fund. Additionally, the Issuer should not be a "covered fund" for the purposes of the regulations adopted to implement Section 619 of the Volcker Rule, and also should be able to qualify for the "Loan Securitization Exclusion" provided under Section 10(c)(8) of the Volcker Rule, although there may be additional exclusions or exemptions available to the Issuer. However, if the Issuer is deemed to be a "covered fund", the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer and this could adversely impact the ability of the banking entity to enter into new transactions with the Issuer and may require amendments to certain existing transactions and arrangements. "Ownership interest" is defined to include, among other things, interests arising through a holder's exposure to profits and losses in the covered fund or through any right of the holder to participate in the selection of an investment manager or advisor or the board of directors of such covered fund. Amendments to the Volcker Rule provide that ownership interests do not include certain senior loans or senior debt interests with specified characteristics.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may restrict the ability of relevant individual prospective purchasers to invest in the Notes and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes. None of the Issuer, the Arranger or any other party to the Transaction Documents makes any representation regarding (i) the status of the Issuer under the Volcker Rule or (ii) the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

Changes or uncertainty relating to Euribor may affect the value or payment of interest under the Rated Notes

The Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" ("**Benchmarks**") are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely,

or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any notes linked to a Benchmark, such as the Senior and Mezzanine Notes given that they are linked to the EURIBOR.

Key international reforms of Benchmarks include IOSCO's proposed Principles for Financial Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU's Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of benchmark design and methodologies. The Benchmarks Regulation would apply to "contributors", "administrators" and "users of" Benchmarks in the EU, and would, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of Benchmarks and (ii) ban the use of Benchmarks of unauthorised administrators. The Benchmarks Regulation entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmarks Regulation applies from 1 January 2018, except that the regime for "critical" benchmarks has applied from 30 June 2016 and certain amendments to Regulation (EU) No 596/2014 (the "**Market Abuse Regulation**") have applied from 3 July 2016.

The Benchmarks Regulation could also have a material impact on any listed Notes linked to an index based on a Benchmark, including in any of the following circumstances: (i) an index which is a Benchmark may not be used as such if its administrator does not obtain appropriate EU authorisations or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular Benchmark and the relevant applicable terms, the notes could be delisted (if listed), adjusted, redeemed or otherwise impacted; (ii) the methodology or other terms of the Benchmark related to a series of notes could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level of the Benchmark or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the relevant notes, including the relevant calculation agents' determination of the rate or level in its discretion.

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

As at the date of this Information Memorandum, it is not possible to ascertain (i) what the impact of the above-mentioned reforms regarding Benchmarks will be on the determination of EURIBOR in the future, which could adversely affect the value of the Rated Notes, (ii) if such reforms may affect the determination of EURIBOR for the purposes of the Rated Notes, (iii) whether such reforms will result in a sudden or prolonged increase or decrease in EURIBOR rates or (iv) whether such reforms will have an adverse impact on the liquidity or the market value of the Rated Notes and the payment of interest thereunder.

Furthermore, pursuant to the Terms and Conditions in certain circumstances, EURIBOR may be amended if an Alternative Base Rate is determined in accordance with Condition 7.7 (*Fallback Provisions*). In this respect, please see the section entitled "*Terms and Conditions of the Notes*".

RISK FACTORS RELATED TO THE UNDERLYING ASSETS

Right to future Receivables

Under the Transfer Agreement the Originator has transferred to the Issuer, in addition to the claims in respect of the lease rentals, of (a) any claim relating to any additional amount payable as lease rental pursuant to the Lease Contracts as a result of any amendment of such Lease Contracts (the "**Rental**

Increase Claims") and (b) the claims relating to any indemnities due in respect of the Lease Contracts and any penalty or other amount due by each Lessee in relation to the early termination of the relevant Lease Contract (the "**Indemnities Claims**"). Moreover, pursuant to the Transfer Agreement, if a Lease Contract is early terminated, the Originator has transferred to the Issuer the claims (i) relating to the purchase price due for the sale of the relevant Asset and (ii) in case such leased Asset is leased to a new lessee, the claims deriving from the relevant new lease contract (collectively, the "**Termination Claims**").

In the event that the Originator is or becomes insolvent, the court may treat the Issuer's claims to the Rental Increase Claims, the Indemnities Claims and the Termination Claims as "future receivables". The Issuer's claims to any future receivables that have not yet arisen at the time of the Originator's admission to the relevant insolvency proceeding, might not be effective and enforceable against the insolvency receiver of the Originator. It should however be noted that the Rental Increase Claims, the Indemnities Claims and the Termination Claims were not taken into account for the purpose of determining the cash flows of the Securitisation or to make any estimate related therewith and with the Notes.

Terms of the Lease Contracts

The Lease Contracts entered into by Hypo Vorarlberg with the Lessees were entered into on the standard terms of Hypo Vorarlberg, which include, *inter alia*, (i) prohibition for the Lessee to terminate the Lease Contract earlier than its stated expiration date, (ii) upon the expiration of each Lease Contract, right of the Lessee to purchase the relevant Assets by paying the Residual Optional Instalment and (iii) obligation of the Lessee to maintain the Assets in good working order and conditions and to bear all costs of managing and maintaining the Assets. In any case Hypo Vorarlberg has represented under the Warranty and Indemnity Agreement that the Lease Contracts are valid and enforceable.

Whilst there can be no guarantee that there are no terms included in any of the Lease Contracts that do not affect in some way the value of the Receivables or the enforceability of the Lease Contracts, the Originator has represented, in the Warranty and Indemnity Agreement, that the Lease Contracts conform to its standard forms of lease contracts as from time to time adopted.

Benefit of the Leased Assets

Under the financial lease contracts the lessor is the owner of the leased assets and the ownership over the leased assets is not transferred to the Issuer together with the Receivables. In spite of this, the Issuer can nevertheless obtain the benefit of the proceeds generated by the sale or the re-lease of the leased assets in the event that the original financial lease contract is terminated. This is provided through the assignment by the Originator to the Issuer under the Transfer Agreement of any sale proceeds or future rentals deriving from the sale or the re-lease of the leased assets, being such assignment effective upon termination of the original financial lease contract. It should however be noted that the benefit of the leased assets could not survive the bankruptcy or the compulsory liquidation of the lessor. For further details, see paragraph entitled "*Rights to Future Receivables*" of this section entitled "*Risk Factors*".

Effect on Lease Contracts of insolvency of Lessees or Originator

Article 59 of Legislative Decree No. 5 of 9 January 2006 amended the Italian Bankruptcy Law by introducing a supplemental article 72-quater ("**Article 72-quater**") specifically regulating the impact of the insolvency of a lessee or a lessor under financial lease agreements.

Pursuant to Article 72-quater, the effects of the insolvency of a lessee on a financial lease agreement are regulated by article 72 of the Italian Bankruptcy Law ("**Article 72**").

Pursuant to Article 72, in case a contract is still unexecuted or has not been completely executed by either party, when either of such parties is declared bankrupt (i.e. the lessee), the execution of the contract remains suspended until the bankruptcy receiver (*curatore*), with the authorisation of the committee of creditors (*comitato dei creditori*), declares to either (i) succeed under the contract the bankrupt party (i.e. the lessee) by assuming all of the relevant contractual obligations, or (ii) terminate such contract.

However, the contracting party (i.e. the lessor) can request the official receiver (*giudice delegato*) to assign to the bankruptcy receiver a time limit of not more than 60 days (for making the declaration mentioned above), upon the expiry of which (without such declaration having been made), the contract is intended to be terminated.

Article 72-quarter further provides that if the temporary continuation of the business is provided, the contract continues to be in force unless the bankruptcy receiver declares the termination of the contract.

In case of termination of the contract, the lessor is entitled to the restitution of the leased asset and is obliged to pay to the official receivership the difference, if any, between (i) the higher amount received by the lessor from the sale or from other disposal of the leased asset and (ii) the outstanding claims of the lessor in respect of principal under the lease contract; provided however that any instalments paid by the lessee prior to the insolvency are not subject to claw-back, in accordance with article 67, third paragraph, item (a) of the Italian Bankruptcy Law.

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

With reference to the bankruptcy of companies authorised to carry out financial activity in the form of financial leases (such as the Originator), Article 72-quarter provides that the contract continues; the lessee maintains the option to purchase, on the expiry of the contract, the leased asset, subject to the payment of the relevant instalments and the agreed purchase price.

Risks relating to Covid-19 outbreak and the moratoria under the Covid-19 new legislation

Following the Covid-19 outbreak in Italy, certain measures have been adopted, aimed at sustaining income of employees, self-employed, self-employed professionals, small and medium-sized enterprises, including suspension of instalments payment. Indeed, starting from March 2020, the Italian Government has adopted a series of measures, also through the Law Decree No. 18 of 17 March 2020, as converted with modifications by Law No. 27 of 24 April 2020 (the "**Cura Italia Law Decree**"). The Cura Italia Law Decree has introduced certain measures in favour of small and medium-sized enterprises and specific economic sectors including measures aimed at grating moratorium, rescheduling or suspension of payments.

The Cura Italia Decree has also reduced the requirements for access to the State guarantee and has increased the intervention of the Guarantee Fund for SMEs ("*Fondo di Garanzia per le PMI"*) itself. Furthermore, the Law Decree No. 23 of 8 April 2020 ("**Liquidity Law Decree**") as converted with modifications by Law No. 40 of 5 June 2020, has provided for the granting of additional form of guarantee through SACE Simest, a company of the *Cassa Depositi e Prestiti Group* and has implemented the provision contained in Article 49 of the Cura Italia Decree. The Liquidity Law Decree makes further exceptions to the Guarantee Fund's ordinary rules, which will apply until 31 December 2020, simplifying the bureaucratic procedures to access to the Guarantee Fund and increasing its financial capacity to generate liquidity. Among the measures introduced by the Liquidity Law Decree, the duration of the Guarantee Fund is automatically extended for SMEs in agreement with the relevant bank to suspend payments pursuant to the provisions of article 13, paragraph 1, letter f) of the Liquidity Law Decree ("*moratoria*").

RISK FACTORS RELATED TO TAX MATTERS

Tax Treatment of the Issuer

The Issuer is an Italian corporate entity and, as such, is subject in principle to corporate income tax ("**IRES**") and regional tax for productive activities ("**IRAP**"). However, assuming that, based on the provision of the Securitisation Law and on a correct application of the applicable accounting principle, the assets and liabilities acquired, assumed and beneficially owned by the Issuer are lawfully treated as off-balance sheet assets and liabilities for accounting purposes (i.e. a "substance over form" approach), any income derived by the Issuer from the Portfolio under any of the documents pertaining to the Securitisation, should not be

subject to any taxation with the only exception of amounts, if any, available to the Issuer after the full discharge of its obligations in relation to the Notes and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation.

This conclusion is based on the interpretation of article 83 of Italian Presidential Decree No. 917 of 22 December 1986, under which positive and negative items of income are included in the computation of the taxable income to the extent they must be included in the profit and loss account of the taxpayer and has been confirmed by the Italian tax authority in Circular letter of 6 February 2003, number 8/E and in resolution of 4 August 2010, number 77/E. In particular, the Italian tax authorities have stated that, in the context of a securitisation transaction, only amounts, if any, available to a securitisation vehicle after fully discharging its obligations towards the noteholders and any other creditors of the securitisation vehicle in respect of any costs, fees, and expenses in relation to the securitisation transaction, should be imputed for tax purposes to the securitisation vehicle.

It is, however, possible that the Ministry of Finance or another competent authority may issue further regulations, letters or rulings relating to the Securitisation Law which might alter or affect the tax position of the Issuer as described above in respect of all or certain of its revenues and/or items of income also through the non-deduction of costs and expenses.

As confirmed by the tax authority (Ruling No. 222 issued by *Agenzia delle Entrate* on 5 December 2003), the interest accrued on the Accounts will be subject to withholding tax on account of corporate income tax. As of the date of this Information Memorandum, such withholding tax is levied at the rate of 26 per cent. and is to be imposed at the time of payment.

Withholding Tax under the Notes

Payments of interest and other proceeds under the Notes may or may not be subject to withholding or deduction for or on account of Italian tax pursuant to Decree 239 .

If a withholding or deduction is levied on account of tax in respect of payments of amounts due to Noteholders pursuant to the Notes, neither the Issuer nor any other person will be obliged to gross-up or otherwise compensate the Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of substitute tax.

U.S. Foreign Account Tax Compliance Withholding

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as "**FATCA**"), provides that various information reporting requirements must be satisfied with respect to (i) certain payments from sources within the United States, (ii) “foreign pass-through payments” made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Failure to comply with such information reporting requirements may trigger a U.S. withholding tax, currently at 30 per cent rate on such payments.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (the "**IGAs**"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a Reporting FI not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being FATCA Withholding) from payments it makes. The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign pass-through payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the U.S. Internal Revenue Service.

The United States and the Republic of Italy have entered into an agreement (the "**US-Italy IGA**") based

largely on the Model 1 IGA, which has been ratified in Italy by Law number 95 of 18 June 2015, published in the Official Gazette number 155 of 7 July 2015.

Since the FATCA regulations are complex and uncertain in some respects, in particular with respect to the definition of so-called "pass-thru payments", the application of FATCA to payments between financial intermediaries is not entirely certain. Indeed, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA Withholding.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Issuer, the Arranger or any other person would, pursuant to the Conditions, 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.

FATCA is particularly complex and its application to the issuer, the notes, and the noteholders is uncertain at this time. the above description is based in part on regulations and official guidance that is subject to change. each potential noteholder should consult its own tax adviser to obtain a more detailed explanation of FACTA and to learn how this legislation might affect each noteholder in its particular circumstance.

GENERAL RISK FACTORS

Claw Back of the Sales of the Receivables

Assignments executed under the Securitisation Law are subject to revocation on bankruptcy under Article 67 of the Italian Bankruptcy Law but only in the event that the adjudication of bankruptcy of the relevant originator is made within three months from the securitisation transaction or, in cases where paragraph 1 of Article 67 applies, within six months from the securitisation transaction.

Interest Rate Risk

The Receivables include interest payments calculated at interest rates and interest periods which are different from the interest rates and interest periods applicable to interest in respect of the Rated Notes.

No hedging agreement has been entered into by the Issuer in the context of the Securitisation but the Issuer expects to meet its floating rate payment obligations under the Rated Notes primarily from the payments relating to the Collections. The portfolio comprises only Lease Contracts which bear a floating interest rate linked to Euribor, however the interest component in respect of such Lease Contracts may have no correlation to the EURIBOR rate from time to time applicable in respect of the Rated Notes. The absence of hedging agreements has been factored in the Rating Agency's analysis.

Historical Information

The historical financial and other information set out in the sections headed "The Originator", "Credit and Collection Policies" and "The Portfolio", including in respect of the default rates, represents the historical experience of Hypo Vorarlberg, which accepts responsibility for the fairness and accuracy of these sections. However, there can be no assurance that the future experience and performance of Hypo Vorarlberg as Servicer will be similar to the experience shown in this Information Memorandum.

Servicing of the Portfolio

The Portfolio has been serviced by Hypo Vorarlberg in its capacity as Servicer starting from the Transfer Date pursuant to the Servicing Agreement. Previously, the Portfolio was always serviced by Hypo Vorarlberg as owner of the Portfolio. The net cash flows deriving from the Portfolio may be affected by decisions made,

actions taken and collection procedures adopted by the Servicer pursuant to the provisions of the Servicing Agreement.

The Servicer has undertaken to prepare and submit to the Issuer on a periodical basis certain reports in the form set out in the Servicing Agreement, containing information as to, *inter alia*, the Collections made in respect of the Portfolio.

Rights of Set-off (*compensazione*) and Other Rights of the Lessees

Under general principles of Italian law, the lessees are entitled to exercise rights of set-off in respect of amounts due under any lease contract against any amounts payable by the originator to the relevant lessee.

The assignment of receivables under the Securitisation Law is governed by Article 58 paragraphs 2, 3 and 4, of the Consolidated Banking Act. According to the prevailing interpretation of such provisions, such assignment becomes enforceable against the relevant debtors as of the later of (a) the date of the publication of the notice in the Official Gazette and (b) the date of its registration in the competent companies' register. Consequently, Debtors may exercise a right of set off against the Issuer on the basis of claims against the Originator and/or the Issuer which have arisen before both the publication of the notice in the Official Gazette and the registration in the competent companies register have been completed.

In addition, on 24 December 2013, Decree No. 145 came into force providing that "*from the date of the publication of the notice of the assignment in the Official Gazette or from the date certain at law on which the purchase price has been paid, even in part, (…) in derogation from any other provisions, the relevant assigned debtors may not set-off the receivables purchased by the securitisation company with such debtors' receivables vis-à-vis the assignor arisen after such date*."

The transfer of the Receivables from Hypo Vorarlberg to the Issuer has been (i) registered on the Companies Register of Treviso - Belluno on 2 December 2021 and (ii) published in the Official Gazette No. 145, Part II, of 7 December 2021.

Under the terms of the Warranty and Indemnity Agreement, the Originator has (1) represented that none of the Lessees has made any deposit with the Originator that might give rise to a right of set-off against the Receivables, and (2) agreed to indemnify the Issuer in respect of any reduction in amounts received by the Issuer in respect of the Portfolio as a result of the exercise by any Lessee of a right of set-off.

Italian Usury Law

Italian Law No. 108 of 7 March 1996 (as amended and supplemented from time to time, the "**Usury Law**") introduced legislation preventing lenders from applying interest rates equal to or higher than the threshold rates - *tassi soglia* - (the "**Usury Rates**") set every three months by a decree issued by the Italian Treasury (the last such Decree having been issued on 24 September 2021 and published in the Official Gazette of 30 September 2021 No. 234 and being applicable for the quarterly period from October to December).

In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (a) they are disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate usually applied for similar transactions) and (b) the person who paid or agreed to pay was in financial and economic difficulties. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the Usury Rates.

In some judgements issued during 2000, the Italian Supreme Court (*Corte di Cassazione*) ruled that the Usury Law applied both to loans (including financial leases) advanced prior to and after the entry into force of the Usury Law. Moreover, according to a certain interpretation of the Usury Law (which was generally considered, in the Italian legal community, to have been accepted in the above mentioned rulings of the *Corte di Cassazione*), if at any point in time the rate of interest payable on a loan - or a lease contract - (including a loan entered into before the entry into force of the Usury Law or a loan which, when entered into,

was in compliance with the Usury Law) exceeded the then applicable Usury Rate, the contractual provision providing for the borrower's obligation to pay interest on the relevant loan would become null and void in its entirety.

The Italian Government has intervened in this situation with Law Decree No. 394 of 29 December 2000 (the "**Usury Law Decree**"), converted into Law No. 24 by the Italian Parliament on 28 February 2001, which provides, *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, regardless of the time at which interest is repaid by the borrower. However, it should be noted that few commentators and some lower court decisions have held that, irrespective of the principle set out in the Usury Law Decree, if an interest originally agreed at a rate falling below the then applicable usury limit were, at a later date, to exceed the usury limit from time to time in force, such interest should nonetheless be reduced to the then applicable usury limit. Such opinion seems confirmed by the Italian Supreme Court, who recently stated (Cass. Sez. I, 11 January 2013, No. 602 and Cass. Sez. I, 11 January 2013, No. 603) that a reduction of the interest rate to the Usury Rates applicable from time to time, shall automatically apply.

The Usury Law Decree has also provided 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 (namely 31 December 2000) are to be substituted with a lower interest rate fixed in accordance with parameters fixed by the Usury Law Decree. The validity of the Usury Law Decree has been challenged before the Italian Constitutional Court by certain consumers' associations claiming that the Usury Law Decree does not comply with the principles set out in the Italian Constitution. By decision No. 29 of 14 February 2002, the Italian Constitutional Court has stated, *inter alia*, that the Usury Law Decree complies with the principles set out in the Italian Constitution except for such provisions of the Usury Law Decree providing that the interest rates due on instalments payable after 2 January 2001 on loans are to be substituted with lower interest rates fixed in accordance with the Usury Law Decree. By such decision the Italian Constitutional Court has established that the lower interest rates fixed in accordance with the Usury Law Decree are to be substituted on instalments payable from the date on which such Decree came into force (31 December 2000) and not on instalments payable after 2 January 2001.

The Italian Supreme Court, under decision No. 350/2013, as recently confirmed by decision No. 23192/17, has clarified that the default interest rates are relevant and must be taken into account when calculating the aggregate remuneration of any given financing for the purposes of determining its compliance with the applicable Usury Rates. Such interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates.

Prospective Noteholders should note that whilst the Originator has undertaken in the Warranty and Indemnity Agreement to indemnify the Issuer in respect of any damages, losses, claims, costs and expenses that may be incurred by the Issuer in connection with any loss or reduction in any interest accrued on the Lease Contracts as a result of the application of the Usury Law or of the Usury Law Decree, the ability of the Issuer to maintain scheduled payments of interest and principal on the Rated Notes may be adversely affected as a result of a Lease Contracts being found to be in contravention with the Usury Law, thus allowing the relevant lessee to claim relief on any interest previously paid and obliging the Issuer in the future to accept a reduced rate of interest, or potentially no interest, payable on such Lease Contract.

Pursuant to the Warranty and Indemnity Agreement the Originator has represented that the interest rates applicable to the Lease Contracts are in compliance with the then applicable Usury Rate.

Settlement of the crisis (*sovraindebitamento*) pursuant to Law No. 3 of 27 January 2012

Law No. 3 of 27 January 2012 ("*Disposizioni in materia di usura e di estorsione, nonché di composizione delle crisi da sovraindebitamento*"), as amended (the "**Law No. 3/2012**"), provides for the possibility for a

debtor to enter into a debt restructuring agreement (the "**Settlement Agreement**") with his creditors through a settlement procedure provided for therein (the "**Settlement Procedure**"). A Settlement Agreement can only be approved (*omologato*) by the competent Court if it is entered into by a Debtor with creditors representing at least 60 per cent. of such Debtor's debts.

The collection of Receivables may be adversely affected under Law No. 3/2012 in consideration of the fact that payments owed to the Originator in respect of the relevant Receivables by a Debtor who has entered into a Settlement Agreement may be subject to a one-year *moratorium* if the Originator has not entered into the Settlement Agreement. Furthermore, the Court may issue an order preventing creditors for a period of up to 120 days from commencing or continuing foreclosure proceedings (*azioni esecutive*) and seizures (*sequestri conservativi*) and creating pre-emption rights on the assets of a Debtor. Such preventive effects may also be produced in case of approval (*omologazione*) of the Settlement Agreement by the Court for a maximum period of one year starting from the date of the approval.

Should any Lessee enter into a proceeding set out by Law No. 3, the Issuer could be subject to the risk of having the payments due by the relevant Lessee suspended or part of its debts released. Such circumstance may adversely and materially affect the ability of the Servicer to recover the overdue amounts in respect of the Receivables owed by such Lessee. However, given the recent enactment of this new legislation, the impact thereof on the cash-flows deriving from the Portfolio and, as a consequence, on the amortisation of the Notes may not be predicted as at the date of this Information Memorandum.

Prospective Noteholders should also note that under the Servicing Agreement, the Servicer has undertaken to adhere, in the name and on behalf of the Issuer, to Settlement Agreements exclusively within the terms and limits provided for therein in respect of, *inter alia*, settlements, renegotiations and suspensions.

Compounding of Interest (*Anatocismo*)

According to article 1283 of the Italian Civil Code, in respect of a monetary claim or receivable, accrued interest can be capitalised after a period of not less than six months provided that the capitalisation has been agreed after the date on which it has become due and payable or from the date when the relevant legal proceedings are commenced in respect of that monetary claim or receivable. According to article 1283 of the Italian Civil Code, such provision may be derogated from only in the event that there are recognised customary practices (*usi*) to the contrary. Traditionally, capitalisation of interest (including the capitalisation of interest on bonds and other debt instruments) in Italy is a common market practice on the grounds that such practice should be characterised as a customary rule (*uso normativo*). According to certain judgements from Italian Supreme Court (*Corte di Cassazione*) (including judgements No. 2374/1999, No. 2593/2003 and No. 21095/2004 as recently confirmed by judgment No. 24418/2010 of the same Court), such practice has been re-characterised as an agreed clause (*uso negoziale*) and as such, has been deemed not to permit derogation from the aforementioned provisions of the Italian Civil Code.

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 (the "**Legge Delega**") 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 will still be possible upon the terms established by a resolution of the Interministerial Committee of Credit and Saving (C.I.C.R.) dated 9 February 2000 and published on 22 February 2000. Law No. 342 was challenged, however, before the Italian Constitutional Court on the grounds that it falls outside the scope of the legislative powers delegated under the Legge Delega. By decision No. 425 dated 9 October 2000, the Italian Constitutional Court declared as unconstitutional on these grounds such article 25, paragraph 3, of Law No. 342.

According to a ruling of the Tribunal of Bari dated 29 October 2008 the amortisation plans known as "French amortisation plans" (applied to certain type of loans in Italy) are not valid, being in breach of articles 1283 and 1284 of the Italian Civil Code. The rationale behind such ruling seems to be, *inter alia*, that the French

amortisation plans would *per se* lead to apply to the relevant loan an interest rate higher than the interest rate contractually agreed between the lender and the borrower and, therefore, to increase the cost of the financing for the borrower. According to such ruling, banks which use in their loans the French amortisation plan would be in breach of article 1283 and 1284 as the relevant rate of interest and the cost of the financing would not be clearly indicated in the relevant loan agreement. As a result, the relevant contractual interest rate may be challenged by the relevant borrower and the legal interest rate may apply.

It should be noted that paragraph 2 of article 120 of the Banking Act, concerning compounding of interest accrued in the context of banking transactions, has been recently amended by Law No. 147 of 27 December 2013. In particular, such Law (which became effective on 1 January 2014), seems to remove the possibility for compounding interest.

In this respect, Law Decree No. 91 of 24 June 2014 converted into law by Law No. 116 of 11 August 2014 (the "**Decree No. 91**"), has recently amended and replaced paragraph 2 of Article 120 of the Consolidated Banking Law, stating that the C.I.C.R. has to establish the methods and criteria of compounding of interest accrued in the context of the transactions regulated under Title VI of the Consolidated Banking Act with a periodicity of not less than one year. On 3 August 2016 the C.I.C.R. has issued such regulation.

Prospective Noteholders should note that under the terms of the Warranty and Indemnity Agreement, the Originator has represented that all Lease Contracts have been executed and performed in compliance with all applicable laws, provisions and regulations and has furthermore undertaken to indemnify the Issuer from and against, *inter alia*, all the forms of publicity provided by Article 116 of the Consolidated Banking Act and by the C.I.C.R. Resolution dated 4 March 2003 on I.S.C. (*Indicatore Sintetico di Costo*) and T.A.N. (*Tasso Annuo Nominale*). Furthermore, the Originator has undertaken to indemnify the Issuer from and against, *inter alia*, all damages, loss, claims, liabilities, costs and expenses incurred by it arising from the non-compliance of the terms and conditions of any Lease Contract with the provisions of Article 1283 of the Italian Civil Code.

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

The performance of the Italian economy has a significant impact on Hypo Vorarlberg as its activities are principally concentrated in the Republic of Italy. A severe or extended downturn in the Republic of Italy's economy would adversely affect the results of operations of the Originator and the financial condition of both the Lessees and the Originator which could in turn affect the ability of the latter to perform its obligations under the Transaction Documents to which it is a party.

Concentration of roles in Hypo Vorarlberg

Under the terms of the Transaction Documents Hypo Vorarlberg has performed and will perform multiple roles in the context of the Securitisation, such as, *inter alia*, the Originator, the Servicer, the Reporting Entity, the Cash Manager, the Senior, Mezzanine and Junior Noteholder. The concentration of such roles in one entity may, in the event of insolvency of Hypo Vorarlberg, adversely impact the structure of the Securitisation and the Issuer's ability to meet its obligations under the Notes. Prospective Noteholders should note, however, that such risk is mitigated by the provisions of the Transaction Documents, which already provide and regulate the terms and conditions of the replacement of the different Issuer's counterparts in the context of the Securitisation.

Concentration in the Trentino - Alto Adige, Lombardy and Veneto Regions

As the activities of Hypo Vorarlberg are mainly concentrated in the Trentino - Alto Adige, Lombardy and Veneto Regions, geological or social events such as floodings, earthquakes, riots or general strikes in such Regions would adversely affect the financial conditions of the Lessees and their ability to perform their obligations under the Lease Contracts.

Change of Law

The structure of the Securitisation and, *inter alia*, the issue of the Notes and the ratings assigned to the Rated Notes are based on Italian, tax and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that Italian, tax or administrative practice will not change after the Issue Date or that such change will not adversely impact the structure of the Securitisation and the treatment of the Notes.

Projections, Forecasts and Estimates

Forward-looking statements, including estimates, any other projections, forecasts and estimates in this Information Memorandum, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results.

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

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

THE PORTFOLIO

Introduction

The Portfolio comprises Receivables arising out of Lease Contracts classified as performing by Hypo Vorarlberg. The information relating to the Portfolio contained in this Information Memorandum is, unless otherwise specified, a description of the Portfolio as at 16 November 2021 (the "**Valuation Date**"). As at the date of this Information Memorandum, no material changes in respect of the Portfolio have occurred and no Receivable is classified as Defaulted Receivable.

The Portfolio does not include the Residual Optional Instalments ("*riscatto*") of the Lease Contracts.

The Receivables included or to be included in the Portfolio do not and will not 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, swaps or other derivatives instruments or synthetic securities.

The Lease Contracts

As at the Valuation Date, the Portfolio comprised Receivables arising out of 1,361 performing Lease Contracts for a total Outstanding Amount of Euro 475,665,102.

All the Lease Contracts have been entered into by the Originator with its clients and are substantially similar in general form and content, being all based on the Originator's standard form contract.

The Lease Contracts are governed by Italian Law.

The Receivables have been transferred to the Issuer pursuant to the terms of the Transfer Agreement, together with any ancillary rights of Hypo Vorarlberg to guarantees or security interests and any related rights, which have been granted to Hypo Vorarlberg to secure or ensure the payment and/or the recovery of any of the Receivables (the "**Collateral Securities**").

As at the date of this Information Memorandums, the Receivables have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

The Assets

The Assets underlying the Lease Contracts could be classified into the following two pools:

(a) **Pool Equipment** comprises Receivables arising from Lease Contracts relating to tools and machinery, specifically built machinery and other industrial equipment not registered in any public register; and

(b) **Pool Real Estate** comprises Receivables arising from Lease Contracts relating to real estate assets.

Eligibility Criteria for the Portfolio

All the Receivables comprised in the Portfolio purchased by the Issuer from Hypo Vorarlberg pursuant to the Transfer Agreement arise from Lease Contracts which, as at the Valuation Date (save as otherwise specified), met the following criteria:

(a) are governed by Italian law;

(b) have been executed by Hypo Vorarlberg as lessor;

(c) relating to transactions which have been financed exclusively by Hypo Vorarlberg (i.e. not in pool with other companies);

(d) which concern:

(i) assets that are not registered in any public register; or

(ii) real estate assets;

(e) in case of lease contracts which concern real estate assets:

(i) the main construction of the relevant asset has been completed and such relevant asset has been delivered to the relevant lessee; and

(ii) the relevant asset is located in Italy;

(f) have been executed with lessees being:

(i) companies that have their registered offices in Italy, provided with a VAT number and which do not belong to the Vorarlberg Landes- und Hypothekenbank AG Group are not public entities or similar entities or ecclesiastic entities; or

(ii) individuals resident in Italy, provided with a VAT number and which are not employees of Hypo Vorarlberg;

(g) in respect of which the instalments are denominated and shall be paid in Euro;

(h) which provide that the relevant instalments shall be paid on a monthly or quarterly basis and exclusively by SDD SEPA system through direct debit on bank account or bank transfer;

(i) which bear a fixed interest rate or floating interest rate linked to 3 months Euribor;

(j) in respect of which at least one due instalment has been paid (it being understood that any amount advanced by the lessee as initial-maxi instalment ("*maxi canone iniziale*") upon execution of the contract shall not be considered as an instalment);

(k) in respect of which (i) as at the Valuation Date the relevant receivables are not classified as "impaired" ("*deteriorati*") (such classification has been notified to the relevant Lessee by Hypo Vorarlberg) and (ii) no instalment is due and unpaid by the relevant Lessee;

(l) which do not benefit from any type of financial contribution (as may be specified in the relevant lease contract);

(m) in respect of which the relevant Debtor/Lessee is not benefiting from a period of suspension of the payment of the instalments except in case of extension of the suspension by law of only the principal instalment with expiry within December 2021;

(n) in respect of which the effective date falls earlier than 30 September 2021 and the last instalment due (excluding the residual amount, if any, of the relevant asset) falls later than 31 December 2021, but earlier than 30 June 2037;

(o) the amount of all the instalments due (excluding the residual amount, if any, of the relevant asset) is between Euro 2,000 and Euro 6,000,000.

For the avoidance of doubt, it is clarified that, as a result of the application of the cumulative criteria listed above, the receivables deriving from the lease contracts with the following codes ("*codice contratto*") are excluded from the relevant transfer:

1928;	31714;	32310;	32417;	32784;	32796;	32828;	32871;	32978;	32984;
33398;	33472;	33747;	34011;	34323;	34995;	35110;	35147;	35182;	35521;
35984;	36127;	36150;	36367;	36960;	37279;	37436;	37540;	37956;	37984;

37986; 37987; 37988; 37989; 37990; 37991; 37992; 37994; 37997; 37998;
38000; 38108; 38109; 38110; 38112; 38114; 38116; 38118; 38119; 38422;

The transfer of the Receivables from Hypo Vorarlberg to the Issuer has been (i) registered on the Companies Register of Treviso - Belluno on 2 December 2021 and (ii) published in the Official Gazette No. 145, Part II, of 7 December 2021.

Description of the Portfolio

The following tables set out details of the Portfolio derived from information provided by Hypo Vorarlberg as Originator and Servicer on behalf of the Issuer of the Receivables comprised in the Portfolio. The information in the following tables reflects the position as at the Valuation Date, unless otherwise specified.

TABLE 1: Portfolio Overview

	Pool Equipment	Pool Real Estate	TOTAL PORTFOLIO
Outstanding Amount (Euros)	28,783,092.76	446,882,009.87	475,665,102.63
% to Total	6.05%	93.95%	100.00%
Nr Contracts	78	1,283	1,361
Average Outstanding Amount (contracts)	369,014.01	348,310.22	349,496.77
Nr Lessees	60	1,169	1,205
Average Outstanding Amount (lessees)	479,718.21	382,277.17	394,742.82
Downpymt/Orig. Cost	23.65%	14.30%	14.98%
Residual Value/Orig. Cost	1.26%	4.84%	4.58%
Residual Value/Outstanding Amount	3.52%	11.18%	10.72%
WA LTV (*)	43.9%	51.6%	51.09%
LTV	35.82%	43.32%	42.78%
Geographical concentration			
north	92.21%	98.95%	98.54%
centre	7.79%	1.02%	1.43%
south	0.00%	0.03%	0.03%
% Outstanding Amount Floating	93.39%	92.17%	92.24%
% Outstanding Amount Fixed	6.61%	7.83%	7.76%
WA Original Term (years) (*)	12.60	15.41	15.24
WA Residual Maturity (years) (*)	6.14	8.59	8.45
WA Seasoning (years) (*)	6.45	6.82	6.79
Payment Frequency monthly (contracts)	97.44%	97.12%	97.13%
Payment Frequency monthly (Outstanding Amount)	94.81%	95.28%	95.25%
Agg. Exposure Top 1 Lessee	13.50%	1.34%	1.26%
Agg. Exposure Top 5 Lessees	46.98%	5.67%	5.58%
Agg. Exposure Top 10 Lessees	71.94%	10.15%	10.14%
Agg. Exposure Top 15 Lessees	81.07%	13.89%	13.87%
Agg. Exposure Top 20 Lessees	87.69%	17.12%	17.12%
Agg. Exposure Top 50 Lessees	99.30%	30.50%	30.85%
WA Rate (*)	2.34	2.32	2.32
WA Spread (*)	1.82	2.28	2.25
WA Life (years) (*)	3.22	4.49	4.41

(*) *weighted by the Outstanding Amount of the relevant Lease Contract*

TABLE 2: Breakdown by Pool

Pool	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
Pool Equipment	78	5.73%	28,783,092.76	6.05%	369,014.01
Pool Real Estate	1,283	94.27%	446,882,009.87	93.95%	348,310.22
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 3: Breakdown by Outstanding Amount

Range (x1,000)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
1) 000-025	95	6.98%	1,190,549.40	0.25%	12,532.10
2) 025-050	111	8.16%	4,333,166.36	0.91%	39,037.53
3) 50-200	551	40.48%	62,617,259.64	13.16%	113,642.94
4) 200-500	365	26.82%	113,705,475.67	23.90%	311,521.85
5) 500-1000	142	10.43%	100,605,271.21	21.15%	708,487.83
6) 1000-5000	97	7.13%	193,213,380.35	40.62%	1,991,890.52
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 4: Breakdown by Original Cost

Range (x1,000)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
1) 000-025	3	0.22%	19,427.07	0.00%	6,475.69
2) 025-050	10	0.73%	178,162.25	0.04%	17,816.23
3) 50-200	240	17.63%	13,596,185.39	2.86%	56,650.77
4) 200-500	517	37.99%	72,243,503.14	15.19%	139,735.98
5) 500-1000	304	22.34%	90,720,445.40	19.07%	298,422.52
6) 1000-5000	262	19.25%	223,025,396.95	46.89%	851,241.97
7) over 5000	25	1.84%	75,881,982.43	15.95%	3,035,279.30
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 5: Breakdown by Year of Origination

Year of origination	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
2000	1	0.07%	261,820.66	0.06%	261,820.66
2001	1	0.07%	119,918.29	0.03%	119,918.29
2002	2	0.15%	536,344.75	0.11%	268,172.38
2003	3	0.22%	428,814.62	0.09%	142,938.21
2004	5	0.37%	341,752.95	0.07%	68,350.59
2005	12	0.88%	2,709,226.24	0.57%	225,768.85
2006	27	1.98%	2,043,719.81	0.43%	75,693.33
2007	119	8.74%	7,168,305.79	1.51%	60,237.86
2008	163	11.98%	34,445,464.63	7.24%	211,321.87
2009	122	8.96%	29,481,242.09	6.20%	241,649.53
2010	85	6.25%	16,312,562.45	3.43%	191,912.50
2011	107	7.86%	37,894,618.44	7.97%	354,155.31
2012	67	4.92%	40,748,237.51	8.57%	608,182.65
2013	61	4.48%	31,104,173.38	6.54%	509,904.48
2014	75	5.51%	28,369,231.59	5.96%	378,256.42
2015	61	4.48%	20,931,895.43	4.40%	343,145.83
2016	87	6.39%	43,175,559.70	9.08%	496,270.80
2017	77	5.66%	26,295,789.70	5.53%	341,503.76
2018	92	6.76%	38,707,885.52	8.14%	420,737.89

	2019	73	5.36%	37,010,716.70	7.78%	506,996.12
	2020	66	4.85%	42,061,407.58	8.84%	637,294.05
	2021	55	4.04%	35,516,414.80	7.47%	645,753.00
Total		**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 6: Breakdown by Residual Maturity

Range (months)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
00-12	90	6.61%	2,923,046.65	0.61%	32,478.30
13-24	59	4.34%	5,086,137.84	1.07%	86,205.73
25-30	25	1.84%	3,082,991.11	0.65%	123,319.64
31-36	29	2.13%	4,169,616.99	0.88%	143,779.90
37-48	38	2.79%	9,213,671.22	1.94%	242,465.03
49-60	151	11.09%	31,839,870.74	6.69%	210,860.07
61-96	493	36.22%	145,808,917.93	30.65%	295,758.45
97-180	474	34.83%	272,650,343.81	57.32%	575,211.70
over 180	2	0.15%	890,506.34	0.19%	445,253.17
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 7: Breakdown by Original Term

Range (months)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
31-60	19	1.40%	2,112,730.20	0.44%	111,196.33
61-90	17	1.25%	7,731,146.90	1.63%	454,773.35
91-180	648	47.61%	235,883,967.38	49.59%	364,018.47
181-216	405	29.76%	144,803,121.72	30.44%	357,538.57
217-240	220	16.16%	61,803,652.47	12.99%	280,925.69
over 240	52	3.82%	23,330,483.96	4.90%	448,663.15
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 8: Breakdown by Seasoning

Range (months)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
00-12	71	5.22%	46,172,844.01	9.71%	650,321.75
13-24	63	4.63%	41,187,191.07	8.66%	653,764.94
25-30	37	2.72%	13,155,694.12	2.77%	355,559.30
31-36	43	3.16%	22,381,728.12	4.71%	520,505.31
37-48	86	6.32%	35,045,351.78	7.37%	407,504.09
49-60	77	5.66%	25,070,111.23	5.27%	325,585.86
61-96	221	16.24%	93,790,950.04	19.72%	424,393.44
97-180	720	52.90%	193,003,196.16	40.58%	268,059.99
over 180	43	3.16%	5,858,036.10	1.23%	136,233.40
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 9: Breakdown by Geographical Area

Region	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
Emilia Romagna	5	0.37%	733,394.34	0.15%	146,678.87

Friuli Venezia Giulia	16	1.18%	3,194,100.83	0.67%	199,631.30
Liguria	2	0.15%	1,728,334.57	0.36%	864,167.29
Lombardia	501	36.81%	132,662,948.38	27.89%	264,796.30
Piemonte	16	1.18%	2,844,989.51	0.60%	177,811.84
Trentino Alto Adige	564	41.44%	258,781,302.00	54.40%	458,832.10
Veneto	248	18.22%	68,786,425.03	14.46%	277,364.62
North Regions	**1,352**	**99.34%**	**468,731,494.66**	**98.54%**	**346,694.89**
Lazio	5	0.37%	4,556,300.46	0.96%	911,260.09
Toscana	2	0.15%	2,249,164.41	0.47%	1,124,582.21
Centre Regions	**7**	**0.51%**	**6,805,464.87**	**1.43%**	**972,209.27**
Campania	1	0.07%	96,716.00	0.02%	96,716.00
Puglia	1	0.07%	31,427.10	0.01%	31,427.10
South Regions	**2**	**0.15%**	**128,143.10**	**0.03%**	**64,071.55**
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 10: Breakdown by Payment Frequency

Payment Frequency	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
Monthly	1,322	97.13%	453,088,111.18	95.25%	342,729.28
Quarterly	39	2.87%	22,576,991.45	4.75%	578,897.22
Total	**1,361**	**100%**	**475,665,102.63**	**100%**	**349,496.77**

TABLE 11: Breakdown of the Floating Rate Portfolio by Range of Spread

Range of Spread (in %)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
0.5-1	73	5.53%	23,793,383.70	5.42%	325,936.76
1-1.5	219	16.58%	41,601,684.89	9.48%	189,962.03
1.5-2	323	24.45%	136,597,457.82	31.13%	422,902.35
2-3	468	35.43%	152,531,159.58	34.76%	325,921.28
3-4	181	13.70%	71,690,675.41	16.34%	396,081.08
over 4	57	4.31%	12,537,078.26	2.86%	219,948.74
Total	**1,321**	**100%**	**438,751,439.66**	**100%**	**332,135.84**

TABLE 12: Breakdown of the Fixed Rate Portfolio by Range of Interest Rate

Range of Interest Rate (in %)	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
0-4	38	95.00%	31,871,738.19	86.34%	838,729.95
4-5	1	2.50%	4,862,912.09	13.17%	4,862,912.09
6-7	1	2.50%	179,012.69	0.48%	179,012.69
Total	**40**	**100%**	**36,913,662.97**	**100%**	**922,841.57**

TABLE 13: Breakdown of Pool Real Estate by Property Asset Type

Real Estate Prop. Asset Type	Number of Contracts	in %	Outstanding Amount *(Euro)*	in %	Average Outst. Amount *(Euro)*
Commercial / Shops	126	9.82%	27,590,945.21	6.17%	218,975.76
Offices	235	18.32%	42,193,316.82	9.44%	179,546.03
Power Plants	24	1.87%	24,617,163.85	5.51%	1,025,715.16
Industrial Facility	725	56.51%	264,518,599	59.19%	364,853.24
Others	173	13.48%	87,961,984.57	19.68%	508,450.78

Total	**1,283**	**100%**	**446,882,009.87**	**100%**	**348,310.22**

Capacity to produce funds

In light of the above and subject to the risks set out in the section entitled "*Risk Factors*", the Receivables should have characteristics that demonstrate capacity to produce funds to service any payments due under the Senior Notes, the Mezzanine Notes and the Junior Notes.

Pool Audit

Pursuant to Article 22(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an external verification (including verification that the data disclosed in this Information Memorandum in respect of the Receivables is accurate) has been made in respect of the Portfolio prior to the Issue Date by an appropriate and independent party and no significant adverse findings have been found.

The verification has confirmed:

(a) that the data disclosed in this Information Memorandum in respect of the Receivables are accurate;

(b) the accuracy of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample of the Portfolio – with confidence levels and error rates in line with the EBA Guidelines on STS Criteria; and

(c) that the data of the Receivables included in the Portfolio contained in the loan-by-loan data tape prepared by the Originator are compliant with the Criteria that are able to be tested prior to the Issue Date.

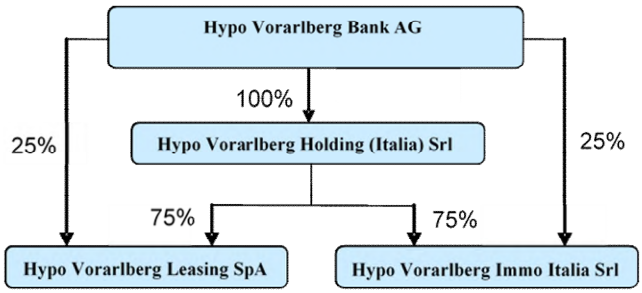
In relation to the Real Estate Assets, the relevant value refers to the purchase price of the Real Estate Asset as at the relevant origination date of the Lease Contract and has not been subject to any revaluation for the purpose of the issue of the Notes.

THE ORIGINATOR

History

Hypo Vorarlberg Leasing S.p.A., a joint-stock company (*società per azioni*) with registered office in Via Galileo Galilei 10/H in Bolzano, was established in 1991 with the aim of carrying out lending in Northern Italy in the form of financial leasing.

The company is controlled by Hypo Vorarlberger Bank AG ("**Hypo Vorarlberg Bank AG**") directly and through Hypo Vorarlberg Holding (Italy) S.r.l. and is part of the Hypo Landesbank Vorarlberg Group.



Hypo Vorarlberg Bank AG is the largest banking institution in Vorarlberg (Austria) with total assets of Euro 15.3 billion as of 30 of June 2021 . The bank is rated as follows:

- Long-Term Senior Debt: "A+" (Outlook negative) by S&P and "A3" (Outlook stable) by Moody's;
- Short-Term Senior Debt: "A-1" (Outlook negative) by S&P and "P-2" (Outlook stable) by Moody's.

Hypo Vorarlberg Leasing is in charge of offering the financial lease product, primarily to medium, small, and micro-sized firms with a special focus on real estate leasing. Hypo Vorarlberg Leasing's organisational structure is concentrated on its core business. Some activities are performed with the support and coordination of the parent company. In addition to the headquarters in Bolzano Hypo Vorarlberg Leasing has two branches in Como and Treviso.

In the context of this Securitisation, Hypo Vorarlberg acts as Originator, Servicer, Cash Manager, Reporting Entity, Senior Notes Subscriber, Mezzanine Notes Subscriber and Junior Notes Subscriber.

For the purpose of compliance with Article 20(10) of the EU Securitisation Regulation, Hypo Vorarlberg, in its capacity as Originator and Servicer, hereby confirms that:

(a) it is a regulated institution which holds regulatory authorisations or permissions that are relevant with respect to origination of similar exposures;

(b) senior staff, other than members of the management body, who are responsible for managing the Originator's originating of exposures similar to the Receivables, have relevant professional experience in the origination of exposures of a similar nature to the Receivables, at a personal level, of at least five years;

(c) has applied and will apply, as the case may be, to the Receivables the same sound and well-defined criteria for credit-granting which it applies to non-securitised exposures, (ii) has clearly established the process for approving and, where relevant, amending, renewing and refinancing the Receivables as it applies to the exposures it holds; and (iii) has effective systems in place to apply those criteria

and processes in order to ensure that credit granting is based on a thorough assessment of the Debtors' creditworthiness taking appropriate account of factors relevant to verifying the prospect of each Debtor meeting his obligations under the Lease Contracts.

Prospective investors should be aware that, for the purpose of compliance with Articles 20(2) and 20(3) of the EU Securitisation Regulation, the Originator would be subject to Italian insolvency laws that do not contain severe claw back provisions in accordance with the EU Securitisation Regulation.

Further details on this point are available on the following website https://www.hypoleasing.it/de/home/.

Hypo Vorarlberg Leasing's Position in the Italian Leasing Market

Hypo Vorarlberg Leasing offers the financial lease product for a wide range of assets: real estate, equipment and auto with a special focus on real estate.

In 2020, due to the Covid-19 pandemic, the most relevant sector of Hypo Vorarlberg Leasing, i.e. real estate leasing, recorded a decrease of 28.5% at a national level.

In 2020 Hypo Vorarlberg Leasing also suffered an overall contraction with entered into 77 (in 2019, No. 106) new leasing contracts for a total amount of Euro 71.6 million, with about 24% contraction on the previous year lending activity (compared to 94.1 million euros in 2019).In terms of amounts of leasing contacts granted in 2020, Hypo Vorarlberg Leasing ranked 25th with a 0.32% Italian market share in the Assilea's database and 16th in terms of outstanding amount as of 31 December 2020 with a 1.07% of Italian market share (Assilea source).

Table 1 - Hypo Vorarlberg Leasing - contracts entered into, by type of leased asset, in the year ended 31 December 2020

Leased Assets	Number of contracts	Amounts (€/.000)	As a percentage
AUTO	2	73	0.1%
AIRCRAFT/SHIPS/RAIL	0	0	0%
EQUIPMENT	11	1,682	2.3%
REAL ESTATE	64	69,891	97.6%
TOTAL	77	71,646	100%

Table 2 - Hypo Vorarlberg Leasing - contracts entered into, by type of leased asset, in 2021 till September 30th

Leased Assets	Number of contracts	Amounts (€/.000)	As a percentage
AUTO	4	428	1.1%
AIRCRAFT/SHIPS/RAIL	0	0	0.0%
EQUIPMENT	12	2,957	7.4%
REAL ESTATE	39	36,381	91.5%
TOTAL	55	39,766	100%

The Board of Directors

Hypo Vorarlberg Leasing's corporate governance is structured with a Board of Directors, a Board of Statutory Auditors, a Surveillance Governance Board.

The Board of Directors is currently composed by seven Directors (the number of directors can range between two and fifteen directors). The Board of Directors' current membership is set forth in the following table.

Table 3 - Members of the Board of Directors

Name	Office
Wilfried Amann	Chairman
Stefan Germann	Deputy Chairman
Michael Meyer	CEO (*Consigliere*
Emmerich Schneider	Director
Franz Hölzl	Director
Hermann Thaler	Director

The Board of Statutory Auditors

The Board of Statutory Auditors comprises three Statutory Auditors and two Alternate Statutory Auditors, each of whom must meet all the relevant requirements in terms of their integrity, professionalism and independence. The Statutory Auditors hold office for a period of three years.

Table 4 - Members of the Board of Statutory Auditors

Name	Office
Günther Überbacher	Chair
Ivan Rampelotto	Statutory Auditor
Stefan Zeni	Statutory Auditor
Armin Hilpold	Alternate Statutory Auditor
Günther Schacher	Alternate Statutory Auditor

Currently the Board of Statutory Auditors' duties include oversight of operations, pursuant to articles 2043 et seq. of the Civil Code. Hypo Vorarlberg Leasing's accounts are audited by *PriceWaterhouseCoopers* S.p.A. (PwC).

Human resources

Overall, Hypo Vorarlberg Leasing has 40 employees. The following table provides a breakdown based upon their employment status

Table 5 - Personnel by contractual status as at October 2021

Employment status	Number of employees
Executives	2
Middle management (*quadri direttivi*)	11
Other personnel	27
Total	***40***

CREDIT AND COLLECTION POLICIES

CREDIT POLICIES

Hypo Vorarlberg's origination channels are the following:

- **direct channel**;
- **brokers/agents**;
- **banks and financial intermediaries**.

Brokers/intermediaries and the direct channel are the main origination channels of the Portfolio.

The Commercial Department is in charge of verifying the compliance of the prospective lease contract with the guidelines set by Hypo Vorarlberg. If such initial screening is successful, the Commercial Department will collect the documentation, duly completed and signed by the client, that will allow Hypo Vorarlberg to access CRIF, Bank of Italy and ASSILEA risk databases and will also request the Annual Reports that will allow the Credit Department to produce a "hard-fact" credit assessment.

The Commercial Department will meet the prospective lessee and produce a "soft-fact" report.

The combination of the "hard-fact" credit assessment and of the "soft-fact" report will allow the Credit Department to determine an acceptance rating of the transactions. Should the rating be higher than the minimum acceptable rating for new contracts, the Commercial Department will present a non-binding offer to the prospective lessee.

The following list shows the main documents reviewed by the Credit Department:

- copy of the articles of incorporation and by-laws;
- report issued by the Commercial Department;
- anti-money laundering form;
- data protection consent form;
- CRIF/CERVED report of the client;
- CRIF/CERVED report of the supplier;
- CRIF/CERVED report of the guarantors (if any);
- Bank of Italy's Risk Database (*Centrale Rischi*) report for details on other exposures;
- Assilea Risks Database (*Centrale Rischi Assilea*), for details on lease exposures with companies belonging to the Assilea's network;
- financial statements/tax returns for the two most recent financial years of the client and of the guarantors (if any);
- the offer from the supplier or preliminary sale agreement in the case of real estate properties.

The credit analysis will cover:

- prospective lessee, its group and the guarantors (if any);
- supplier/seller of the assets.

The financial statements for the last two years are reclassified and analysed. Additional information and documentation may also be requested to the client.

Leased assets valuations:

- real estate assets: experts belonging to Hypo Vorarlberg Immo Italia S.r.l perform a valuation of real estate assets (including an on-site inspection for transactions exceeding Euro 250,000);
- equipment assets: valuation could be based on the purchase price, on the construction cost or on external valuations made by experts;
- photovoltaic projects are usually valued at construction cost.

Decision power is allocated to the following bodies based on the type of asset and amount of the exposure: Board of Directors, Credit Committee, CEO, head of the Credit Department. In case of large exposures, a positive binding opinion from Hypo Vorarlberg's parent company, Hypo Landesbank Vorarlberg, is required.

COLLECTION POLICIES

Payment Methods

Most payments are made through direct debit of the lessee's account (Sepa Direct Debit or SDD ex RID). Payments of instalments fall due on the 1st or 15th day of the month.

The large part of contracts in the Portfolio bear a floating rate. The amount of the instalment and the principal amortisation plan is fixed for the life of the contract and based on the initial reference rate. On a quarterly or semi-annual basis the lessee is bound to pay an additional amount for any increase of the reference index during the life of the contract (or will be reimbursed for any overpayment due to any decrease of the index).

Monitoring and recovery process

Credit monitoring is carried out through the identification of missing payments. At the beginning of the month, following the due date of the instalment, Hypo Vorarlberg identifies missed payments.

The recovery process can be split in the following phases:

- pre-litigation;
- repossession of the asset, out-of-court settlement and litigation;
- sale/re-lease of the asset.

Actual steps and timing will depend on updated information on the client received during the recovery process.

Monitoring of positions in arrears or at risk is carried out by the Recovery Department based in Bolzano in coordination with the Treviso and Como branches and with the CEO and the Head of the Credit Department. The Recovery Department will carry out the following activities: contacting the lessees, collecting the most recent annual reports, verifying if there are judicial procedures or dishonoured bills, participating to creditors' meetings and discussing rescheduling/restructuring plans with the lessees.

Hypo Vorarlberg's criteria for the internal classification of counterparties under monitoring are the following:

- *performing but more than 90 days in arrears;*
- *performing/"unlikely to pay" but classified as "Non-performing" by other financial institutions or banks;*
- *performing/"unlikely to pay" but 30 to 90 days in arrears;*

- *non-performing/"unlikely to pay" but less than 90 days in arrears;*
- *"forborne performing" and "forborne non-performing";*
- *"unlikely to pay" ("*inadempienza probabile*");*
- *"non-perfoming" ("*sofferenza*").*

A meeting for the analysis of watchlist positions ("*Monitoraggio Crediti Problematici*") with the participation of the Head of the Credit Department and the CEO is held on a monthly basis.

Formal classification of the lessees as "forborne" and "unlikely to pay" is decided by the Head of the Credit Department.

Formal classification of the lessees as "non-performing" and the classification from "unlikely to pay" back to "performing" is decided by the Board of Directors.

Pre-litigation

If the failure to make payment is not due to technical issues, the Recovery Department contacts the borrower in order to resolve the problem, gradually stepping up such contacts, from phone calls to written requests.

If the problem persists, the Hypo Vorarlberg will carefully assess the lessee's standing, available guarantees/securities and review the marketability of the asset in order to decide next steps of the recovery process.

Depending on the risk position, Hypo Vorarlberg could follow the following steps:

- the file is transferred to an external recovery agency;
- a repayment plan, a rescheduling plan or a payment moratorium is agreed with the lessee;
- the contact is terminated.

Litigation

The first step is the termination of the contract.

After the termination Hypo Vorarlberg may try to:

- reach an out-of-court agreement with the lessee; and/or
- start legal proceedings for the repayment of the amounts due and/or to repossess the asset.

Even if legal proceedings have already started, Hypo Vorarlberg may try to reach an out-of-court agreement with the lessee.

Sale/re-lease of the asset

Before offering the assets in the market, Hypo Vorarlberg will assess the value of repossessed assets.

The value of real estate assets is appraised by Hypo Vorarlberg Immo Italia S.r.l. the same company will also manage the sale of the property.

Sale of equipment asset is managed by the Recovery Department often in coordination with specialised market operators.

Based on the offers received, Hypo Vorarlberg will also determine if it is preferable to sell the assets or to re-lease them to another lessee.

THE ISSUER

The Issuer was incorporated in the Republic of Italy as a special purpose vehicle pursuant to the Securitisation Law on 14 December 2020 as a limited liability company (*società a responsabilità limitata*) under the name " HVL Bolzano 2 S.r.l.". The registered office of the Issuer is at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy, its fax number is +39 0438 360962, its telephone number is +39 0438 360926 and its e-mail address is hvlbolzano2@bancafinint.com. The Issuer is registered in the Register of Companies of Treviso - Belluno under No. 05129380266 and in the register of the *società veicolo* held by the Bank of Italy under No. 35858.0. Since the date of its incorporation, the Issuer has not engaged in any business other than the purchase of the Portfolio. No dividends have been declared or paid and no indebtedness has been incurred by the Issuer other than the Issuer's costs and expenses of incorporation. The Issuer has no employees and no subsidiaries. The Issuer operates under Italian Law and shall expire on 31 December 2100.

The authorised and issued capital of the Issuer is Euro 10,000, fully paid up. The Sole Quotaholder of the Issuer is STICHTING AMALFI COAST, which holds 100 per cent of the quota capital of the Issuer.

To the best of its knowledge, the Issuer is not aware of direct or indirect ownership or control apart from its Sole Quotaholder. Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer and its Sole Quotaholder in the Transaction Documents and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer.

The Issuer's LEI number is 815600FC9DC9566CC180.

Issuer's Principal Activities

The principal corporate object of the Issuer as set out in Article 3 of its by-laws (*statuto*) and in compliance with the Securitisation Law is to perform securitisation transactions (*operazioni di cartolarizzazione*).

The Issuer was established as a multi-purpose vehicle and, accordingly, it may carry out further securitisation transactions in addition to the Securitisation, subject to the provisions set forth in the Terms and Conditions (Condition 5.2 (*Further Securitisations*)).

So long as any of the Notes remain outstanding, the Issuer shall not, without the prior consent of the Representative of the Noteholders and as provided in the Intercreditor Agreement, incur any other indebtedness for borrowed monies (except in relation to any further securitisation carried out in accordance with the Terms and Conditions and the Transaction Documents) or engage in any business (other than acquiring and holding the assets on which the Notes are secured, issuing the Notes and entering into the Transaction Documents to which it is a party), pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person or convey or transfer its property or assets to any person (otherwise than as contemplated in the Terms and Conditions or the Intercreditor Agreement) or increase its capital.

The Issuer has covenanted to observe, *inter alia*, those restrictions set forth in Condition 5 (*Covenants*).

Management

The current Sole Director of the Issuer is Blade Management S.r.l., acting through its natural person designated Mr. Alberto De Luca, appointed on 30 March 2021. The business address of Blade Management S.r.l., in his capacity as Sole Director of the Issuer, is at Viale Italia No. 203, 31015 Conegliano (TV), Italy.

Outside the Issuer the Sole Director does not perform activities which are significant with respect to the Issuer.

Documents Available for Inspection

Copies of the following documents may be inspected during normal business hours at the registered office of each of the Issuer and of the Representative of the Noteholders:

(a) the memorandum and articles of association of the Issuer (*atto costitutivo* and *statuto*); and

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

Accounts of the Issuer and accounting treatment of the Portfolio

Pursuant to Bank of Italy regulations, the accounting information relating to the securitisation of the Receivables will be contained in the explanatory notes to the Issuer's accounts (*Nota Integrativa*). The explanatory notes, together with the balance sheet and the profit and loss statements, form part of the financial statements of Italian limited liability companies (*società a responsabilità limitata*).

The fiscal year of the Issuer begins on 1 January of each calendar year and ends on 31 December of the same calendar year with the exception of the first fiscal year which started on 14 December 2020 and will end on 31 December 2100.

Capitalisation and Indebtedness Statement

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

Capital	***Euro***
Issued, authorised and fully paid up capital	10,000
Loan Capital	***Euro***
€ 308,000,000 *Series 2021-1-A Asset Backed Floating Rate Notes due October 2050*	308,000,000
€ 80,000,000 *Series 2021-1-B Asset Backed Floating Rate Notes due October 2050*	80,000,000
€ 87,700,000 *Series 2021-1-C Asset Backed Notes due October 2050*	87,700,000
Total Loan Capital	475,700,000
Total Capitalisation and Indebtedness	**475,710,000**

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

Financial Statements and Auditor's Report

The Issuer's accounting reference date is 31 December in each year. As at the date of this Information Memorandum, no financial statements are available.

The Issuer's auditor is PricewaterhouseCoopers S.p.A., who are registered in the special register (*albo speciale*) maintained by Consob and set out under Article 161 of the Financial Laws Consolidated Act and under No. 119644 in the Register of Accountancy Auditors (*Registro dei revisori contabili*) in compliance with the provisions of Legislative Decree No. 88 of 27 January 1992. PricewaterhouseCoopers S.p.A. registered office is at Piazza Tre Torri, 2, Milano, (Italy).

BNP PARIBAS SECURITIES SERVICES

BNP Paribas Securities Services, a wholly-owned subsidiary of the BNP Paribas Group, is a leading global custodian and securities services provider backed by a strong universal bank. It provides integrated solutions to all participants in the investment cycle including the buy-side, sell-side, corporates and issuers.

BNP Paribas Securities Services has a local presence in 35 countries across five continents, effecting global coverage of more than 100 markets.

At December 2020 BNP Paribas Securities Services has USD 10,980 billion of assets under custody, USD 2,659 billion assets under administration, at December 2020 BNP Paribas Securities Services had 10,729 administered funds and more than 12,000 employees.

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

Fitch	Moody's	S&P
Short term F1	Short term Prime-1	Short-term A-1
Long term senior debt A+	Long term senior debt Aa3	Long term senior debt A+
Outlook Stable	Outlook Stable	Outlook Stable

BNP Paribas Securities Services, Milan Branch shall act as Paying Agent and Account Bank pursuant to the Cash Allocation, Management and Payment Agreement.

The information contained herein relates to and has been obtained from BNP Paribas Securities Services. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by BNP Paribas Securities Services, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Information Memorandum shall not create any implication that there has been no change in the affairs of BNP Paribas Securities Services since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

BANCA FININT

Banca Finanziaria Internazionale S.p.A., *breviter* "BANCA FININT S.P.A.", a bank incorporated under the laws of Italy as a "*società per azioni*" with a sole shareholder (*società per azioni con socio unico*) incorporated under the laws of the Republic of Italy, having its registered office at Via Vittorio Alfieri 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno under no. 04040580963, VAT Group "Gruppo IVA FININT S.P.A." - VAT number 04977190265, with a share capital of Euro 71,817,500.00 (fully paid-up), registered in the Register of the Banks under number 5580 pursuant to Article 13 of the Consolidated Banking Act and in the Register of the Banking groups as Parent Company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*" (**Banca FININT**).

Banca FININT is a professional Italian player focusing in managing and monitoring securitisation transactions. In particular, it acts as servicer, master and back-up servicer, back-up servicer facilitator, administrative services provider, calculation agent, cash manager and representative of the noteholders in several structured finance transactions.

In the context of the Securitisation, Banca FININT acts as Computation Agent, Representative of the Noteholders, Back-Up Servicer Facilitator and Corporate Servicer.

In respect of the provisions relating to the termination of the appointment of Banca FININT as Computation Agent, please see the section entitled "*Description of the Transaction Documents - Cash Allocation, Management and Payment Agreement*" paragraph "*Termination* ".

Banca FININT is subject to the auditing activity of Deloitte & Touche S.p.A..

The information contained herein relates to and has been obtained from Banca FININT. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by Banca FININT, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Information Memorandum shall not create any implication that there has been no change in the affairs of Banca FININT since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is a summary of certain features of each relevant Transaction Document and is qualified by reference to the detailed provisions of such relevant Transaction Document. Prospective Noteholders may inspect a copy of each relevant Transaction Document upon request at the registered office of the Representative of the Noteholders.

1. The Transfer Agreement

1.1 *General*

On 30 November 2021, the Originator and the Issuer entered into the Transfer Agreement, pursuant to which the Originator assigned and transferred without recourse (*pro soluto*) to the Issuer, and the Issuer acquired from the Originator, in accordance with the Securitisation Law, all of its rights, title and interest in and to the Receivables comprised in the Portfolio.

The Receivables have been selected by the Originator on the basis of the Eligibility Criteria (for further details, see the section entitled "*The Portfolio*").

Under the terms of the Transfer Agreement, the transfer of the Receivables becomes effective in economic terms from the Valuation Date (excluded).

1.2 *Purchase Price*

The Purchase Price for the Portfolio is the aggregate of the individual purchase prices of all the Receivables comprised in the Portfolio (each an "**Individual Purchase Price**") and is equal to Euro 475,665,102.63. The Individual Purchase Price of each Receivable is equal to the sum of (i) the relevant Outstanding Principal not yet expired as at the Valuation Date and (ii) the relevant interest accrued thereon and unpaid as at the Valuation Date, as indicated in schedule 3 (*Prospetto dei Crediti)* of the Transfer Agreement. The Purchase Price will be paid by the Issuer to the Originator on the Issue Date.

In the period between the Transfer Date (included) and the date (included) on which the Purchase Price will be paid by the Issuer, no interest will accrue on the Purchase Price, in accordance with Article 3.4 of the Transfer Agreement.

1.3 *Adjustment of the Purchase Price*

The Transfer Agreement provides that:

(a) if, after the Transfer Date, any of the lease contracts included in the Portfolio and transferred to the Issuer proves not to meet the Eligibility Criteria, then the receivables relating to such lease contracts will be deemed not to have been assigned and transferred to the Issuer pursuant to the Transfer Agreement; and

(b) if, after the Transfer Date, it transpires that any of the Lease Contracts meeting the Eligibility Criteria has not been included in the Portfolio and has not been transferred to the Issuer, then the Receivables relating to such Lease Contracts will be deemed to have been assigned and transferred to the Issuer pursuant to the Transfer Agreement.

The Purchase Price shall be then adjusted in accordance with the provisions of the Transfer Agreement, provided that any amounts due and payable by the Issuer to the Originator as Adjustment Purchase Price will be paid out of the Issuer Available Funds, in accordance with the applicable Priority of Payments.

1.4 *Undertakings of the Originator*

The Transfer Agreement contains certain undertakings by the Originator in respect of the Receivables. The Originator has undertaken, *inter alia*, to refrain from carrying out any activities with respect to the Receivables which may have an adverse effect on the Receivables and, in particular, not to assign or transfer (in whole or in part) 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 Originator has also undertaken to refrain from any action which could cause the invalidity or a reduction in the amount of any of the Receivables and/or Collateral Securities (included the FCG Guarantee) and not to assign or transfer any of the Lease Contracts.

Under the Transfer Agreement the Originator has also undertaken to indemnify the Issuer in respect of the amounts to be paid by the Issuer for any claw-back actions (*azioni revocatorie*) of payments received by the Originator in respect of the Receivables prior to the Transfer Date.

Finally, pursuant to the Transfer Agreement - in the event that a Lease Contract is renegotiated in accordance with the provisions of the Servicing Agreement and, as a result, the related Instalments are increased - the Issuer shall pay to the Originator an amount equal to the sum of the principal amount of such increase in accordance with the applicable Priority of Payments.

1.5 *Sale of Assets and early termination of Lease Contracts*

In the event of an early termination of a Lease Contract, the Originator undertakes to transfer to the Issuer proceeds from the sale of the leased Asset under the relevant Lease Contract for an amount equal to the aggregate amount of (x) amounts due but unpaid by the Lessee as of the termination date of such Lease Contract; (y) the principal component of Instalments which would have fallen due after such termination; (w) any additional amount (other than Residual Optional Instalment) collected by Hypo Vorarlberg as a result of the termination pursuant to the terms of the relevant Lease Contract; and (z) the amount payable by the Issuer pursuant to article 1526 of the Italian Civil Code.

If the Originator chooses not to sell the relevant leased Asset but to lease it again by entering into a new lease contract, the Originator shall pay to the Issuer the above mentioned sum, provided that such amount does not exceed the principal amount outstanding of the new lease contract in relation to the Asset of the Lease Contract which has been terminated.

Furthermore, the Originator will delegate powers to the Issuer to enable it to sell on the Originator's behalf and in the interest of the Issuer, any leased Asset relating to a Lease Contract in respect of which an early termination has occurred.

1.6 *Insurance Policy*

Under the Transfer Agreement, the Originator has agreed to transfer to the Issuer also any indemnities amount received pursuant to any Insurance Policy or Collateral Security in respect of which the Originator is beneficiary, to the extent that such indemnities amount refer to the Receivables.

1.7 *Governing Law and Jurisdiction*

The Transfer Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Transfer Agreement (including a dispute relating to the existence, validity or termination of the Transfer Agreement or any non-contractual obligation arising out of or in connection with it).

2. The Warranty and Indemnity Agreement

2.1 *General*

On 30 November 2021 Hypo Vorarlberg and the Issuer entered into the Warranty and Indemnity Agreement, pursuant to which the Issuer has given certain representations and warranties in favour of the Originator in relation to itself, and Hypo Vorarlberg (a) has given certain representations and warranties in favour of the Issuer in relation to the Portfolio and (b) has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Portfolio.

The Warranty and Indemnity Agreement contains certain representations and warranties given by Hypo Vorarlberg in respect of the following categories:

(a) status and power to execute the relevant Transaction Documents;

(b) legal ownership of the Receivables;

(c) transfer of the Receivables and Transaction Documents;

(d) Lease Contracts;

(e) Privacy Law;

(f) Collateral Securities and Insurance Policies; and

(g) Assets;

(h) STS Requirements in accordance to the Securitisation Regulation.

2.2 *Representations and Warranties of the Originator*

Under the Warranty and Indemnity Agreement Hypo Vorarlberg has represented and warranted, *inter alia*, as follows:

(i) each Receivable is fully and unconditionally owned by and available to the Originator, it is not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charges and rights in favour of any third party and, therefore, it is freely transferable to the Issuer. As at the Transfer Date, the Originator is the beneficiary of all the Collateral Securities;

(ii) the Originator has selected the Receivables comprised in the Portfolio in compliance with the Eligibility Criteria. All the Receivables attached in the annex 3 to the Transfer Agreement are in accordance with the Eligibility Criteria. The Receivables possess specific objective common elements such as to permit to the Lessees the recognition of the transfer under the publication of such transfer on the Official Gazette;

(iii) the list of Receivables attached in the annex 3 to the Transfer Agreement is an accurate list of all of the Receivables comprised in the Portfolio;

(iv) all the data and the information supplied by the Originator to the Issuer and/or its representatives, agents and advisors for the purpose or in connection with the Warranty and Indemnity Agreement, the Transfer Agreement and/or for the purpose of or in relation to the Securitisation, in relation to the Lease Contracts, the Receivables, the Assets, the Collateral Security or the application of the Eligibility Criteria, are true and accurate and no material information prejudicial to the Issuer, in the possession of the Originator, has been omitted;

(v) each Lease Contract, each Collateral Security and each other agreement, deed or document relating thereto is valid and effective and constitutes valid, legal and binding obligations of each party thereto (save the application of the bankruptcy laws and any other law which could influence creditor's rights), has been executed in compliance with all applicable laws, rules and

regulations and each Lease Contract and collateral security has been duly renewed or maintained;

(vi) each Lease Contract has been entered into, executed and performed in accordance with its terms and in compliance with all applicable laws, rules and regulations from time to time in force, including, without limitation, all laws, rules and regulations relating to financial leasing, usury, personal data protection and transparency;

(vii) the Originator is not in breach of any obligation arising from the Lease Contracts or any other agreement, deed or document relating thereto;

(viii) each Lease Contract, each Collateral Security and any other related agreement, deed or document was entered into and executed without any fraud (*frode*) or wilful default (*dolo*) or undue influence by or on behalf of the Originator or its employees;

(ix) each Receivable is denominated in Euro. None of the Lease Contracts contains any provision enabling conversion of the relevant Receivable in another currency;

(x) each Lease Contract and the ancillary agreements (if any) are governed by Italian law;

(xi) there are no clauses or provisions in the Lease Contracts, or in any other agreement, deed or document connected thereto, pursuant to which the Originator is prevented from transferring, assigning or otherwise disposing of the Receivables (in whole or in part). The transfer of the Receivables to the Issuer pursuant to the Transfer Agreement shall not prejudice or affect in any manner whatsoever the obligation of the relevant Lessee, of the relevant guarantor and of any other obligor towards the Originator;

(xii) all the payments due and payable under the Lease Contracts have been duly made in full and all the obligations contained thereto have been fulfilled by the relevant Lessees. No Lease Contract had any Instalment which has remained due and unpaid and none of the Lessees are in breach of any term or obligation under the relevant Lease Contract. All the Receivables are classified as being *in bonis* pursuant to the Bank of Italy Supervisory Regulations. To the Originator's knowledge, there are no circumstances of insolvency or financial distress which may cause the delay or the default of any Instalment by the relevant Lessee;

(xiii) the books, records, data and documents relating to the Lease Contracts, to the Receivables, to the Collateral Securities and to all the Instalments and any other amounts to be paid or repaid thereunder have been duly maintained and are complete, proper and up to date in all material respects, and all such books, records, data and documents are kept by the Originator;

(xiv) each Collateral Security is valid and enforceable, has been duly granted and created and is enforceable against third parties. Such collateral security has been relied upon by the Originator and meets all requirements under all applicable laws and regulations;

(xv) all Collateral Security has been granted at the time of the execution of the relevant Lease Contract or at the time of any integration thereof or at the time of delivery of the relevant Asset;

(xvi) the Assets are covered by Insurance Policies entered into by the Originator or by the Lessee but held for the benefit of the Originator;

(xvii) to the best knowledge of the Originator, no claims have been made for adverse possession (including *usucapione*) in respect of any of the Assets nor are there any prejudicial registrations, annotations (*iscrizioni* or *trascrizioni pregiudizievoli*) or third party claims or pending proceedings for the total or partial expropriation (*espropriazione*) of such Assets;

(xviii) all leased real estate Assets are duly registered with the competent land offices, in compliance with all applicable laws and regulations;

(xix) all leased real estate Assets are located in Italy;

(xx) no Lease Contract could be classified as structured loan, syndicated loan or leveraged loan pursuant to the Guidelines of the European Central Bank issued on 9 July 2014, on additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral, which amended the Guidelines ECB/2007/9, as amended from time to time;

(xxi) all the Lessees are individuals resident, or entities incorporated, in the Republic of Italy;

2.3 *Representations and Warranties of the Originator under the EU Securitisation Regulation*

Under the Warranty and Indemnity Agreement Hypo Vorarlberg has represented and warranted, *inter alia*, as follows, in accordance with the EU Securitisation Regulation:

(i) pursuant to Article 20, paragraph 11, of the EU Securitisation Regulation, no Receivable (i) is relating to Delinquent Lease Contract or Defaulted Lease Contract and (ii) is an exposure in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013;

(ii) pursuant to Article 20, paragraph 10, first section, of the EU Securitisation Regulation, the Receivables are originated by Hypo Vorarlberg in the ordinary course. Pursuant to Article 20, paragraph 10, of the EU Securitisation Regulation, Hypo Vorarlberg have more than five years of professional experience in the origination of exposures of a similar nature to the Receivables;

(iii) pursuant to Article 20, paragraph 6, of the EU Securitisation Regulation, on Valuation Date and Transfer Date, the each Receivable is fully and unconditionally owned by and available to the Originator, it is not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charges and rights in favour of any third party and, therefore, it is freely transferable to the Issuer;

(iv) pursuant to Article 20, paragraph 10, third section, of the EU Securitisation Regulation, each Lease Agreement has been executed only after that the Originator and its agents have duly fulfilled as provided for in the relevant credit policies (also pursuant to Article 8 of Directive 2008/48/EC) and the relevant Lessee has satisfied the relevant criteria provided therein. Pursuant to Article 20, paragraph 10, first section of the EU Securitisation Regulation, the credit policies are not less stringent than those that Hypo Vorarlberg has a applied at the time of origination to similar exposures that are not securitised;

(v) each Lessee is an entity classified as a "company" pursuant to the Recommendation of the European Commission of 6 May 20223 (C(2003)1422);

(vi) pursuant to Article 20, paragraph 8, third section, of the EU Securitisation Regulation, the Portfolio does not include transferable securities as defined in point (44) of Article 4(1) of Directive 2014/65/EU;

(vii) pursuant to Article 20, paragraph 9, of the EU Securitisation Regulation, the Portfolio does not include any other securitisation position;

(viii) pursuant to Article 21, paragraph 2, of the EU Securitisation Regulation, the Portfolio does not include derivatives;

(ix) pursuant to Article 20, paragraph 11, of the EU Securitisation Regulation, as far as the Originator knows, no Debtor and the relevant Guarantors:

(a) have been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt restructuring process with regard to his non-performing exposures within three years prior to the Transfer Date, except if:

(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring, which must have taken place at least one year prior to the Transfer Date; and

(ii) the information provided by the Originator and the Issuer in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;

(b) was, at the time of execution of the relevant Lease Contract, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or

(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised;

(x) pursuant to Article 20, paragraph 8, first section, of the EU Securitisation Regulation, on the Valuation Date and Transfer Date, the Receivables are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows, the Lease Contract, the credit-risk and the prepayment characteristics, considering that the Receivables:

(a) are originated by the Originator;

(b) are managed by Hypo Vorarlberg, in its capacity as Servicer, with similar servicing policies;

(c) arise from Lease Contracts concluded by the Originator with the lessee, which are classified as "company" pursuant to the Recommendation of the European Commission of 6 May 20223 (C(2003)1422 and, therefore, they are deemed to be "credit line" granted to any company pursuant to Article 1(a)(iv) of the Regulatory Technical Standards;

(d) satisfies the homogeneity factor provided by Article 2, paragraph 3, letter (b), point (ii) of the Regulatory Technical Standards, having the relevant debtors its registered office or residence (as the case may be) in the territory of the Republic of Italy;

(xi) pursuant to Article 20, paragraph 12, of the EU Securitisation Regulation, on the Valuation Date and on the Transfer Date, the relevant Debtor has paid at least one Instalment in relation to the relevant Lease Contract;

(xii) pursuant to Article 20, paragraph 13, of the EU Securitisation Regulation, the repayment of the Receivables arising from the Lease Contracts shall not have been structured to depend predominantly on the sale of Assets or Receivables;

(xiii) pursuant to Article 20, paragraph 8, second section, of the EU Securitisation Regulation and the EBA Guidelines, the Receivables have periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments.

2.4 *Limited Recourse Loan*

In case of breach of one, or more, of the Representations and Warranties of the Originator contained in the Warranty and Indemnity Agreement, including those of Annex 1 to the Warranty and Indemnity Agreement, (and if such breach remains unremedied for 10 Business Days after the receipt, by the Originator, of a written complaint by the Issuer), the Originator has undertaken to grant the Issuer, within 10 Business Days after the receipt of the relevant request, a Limited Recourse Loan in an amount equal to:

(a) the Outstanding Balance of the relevant Lease Contract as of the date on which the Limited Recourse Loan is granted; plus

(b) costs and expenses (included but not limited to, legal fees and disbursements plus VAT, if applicable) incurred by the Issuer in relation to such Receivable up to the date on which the Limited Recourse Loan is granted; plus

(c) the damages and the losses incurred by the Issuer as a consequence of any claim raised by any third party in respect of such Receivable until the date on which the Limited Recourse Loan is granted; plus

(d) an amount equal to the interest which would have accrued on the Outstanding Amount of the relevant Receivable (at a rate equal to the EURIBOR plus a margin of 2% (two) per cent. *per annum*, calculated on a 360 days basis) between the date on which the Limited Recourse Loan is granted and the maturity date of the relevant Loan Agreement (hereinafter, the "**Lease Contract Value**").

The Limited Recourse Loan will be supplied by to the Payment Account, no interests shall accrue on the Limited Recourse Loan and it will be reimbursed by the Issuer to the Originator only if, and to the extent that, the relevant Receivable will be collected or recovered by the Issuer.

Pursuant to the Warranty and Indemnity Agreement, the Originator has agreed to indemnify and hold harmless the Issuer or any of its permitted assigns from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against (including, but not limited to, legal fees and disbursement including any value added tax) or incurred by the Issuer or any of its permitted assigns arising from, inter alia, (a) the breach by the Originator of any provisions contained in the Warranty and Indemnity Agreement; (b) any representations and/or warranties made by the Originator thereunder, being false, incomplete or incorrect; or (c) failure to collect or recover the Receivables as a consequence of action or counterclaims or claims for set-off (including, without limitation, any claim pursuant to usury regulations or Article 1283 of the Italian Civil Code) against the Originator by a Lessee and/or Debtor (if any) and/or the receiver of the Lessee and/or the Debtor, as the case may be (d) the validity or effectiveness of any guarantee, included the collateral securities related to the Lease Contract.

2.5 *Real Estate Assets*

The parties to the Warranty and Indemnity Agreement acknowledged that, pursuant to the Transfer Agreement, the Originator has assigned to the Issuer the right to obtain, in the event of early termination of a Lease Contract, the amounts deriving from the sale of the Asset being object of the terminated Lease Contract. Accordingly, the Issuer shall be entitled to receive (in whole but not in part) the sums deriving from the sale of a real estate asset. In addition, the Originator shall indemnify (by paying an amount equal to the lowest market value of the real estate asset) and hold harmless (in respect of any losses, costs, expenses incurred) the Issuer in the event of such real estate asset not being compliant with any applicable building laws and the Issuer suffering a damage deriving from such non-compliance.

2.6 *Representations and Warranties of the Issuer*

The Issuer has given certain representations and warranties to the Originator in relation to its status, due incorporation, solvency and due authorisation, execution and delivery of the Warranty and Indemnity Agreement and the other Transaction Documents.

2.7 *Governing Law and Jurisdiction*

The Warranty and Indemnity Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Warranty and Indemnity Agreement (including a dispute relating to the existence, validity or termination of the Warranty and Indemnity Agreement or any non-contractual obligation arising out of or in connection with it).

3. The Servicing Agreement

3.1 *General*

Pursuant to the Servicing Agreement, entered into on 30 November 2021 between Hypo Vorarlberg and the Issuer, the Issuer has appointed Hypo Vorarlberg as Servicer of the Receivables and Hypo Vorarlberg has agreed to administer and service the Receivables.

The Servicer shall receive all the Collections from the Lessees and shall subsequently transfer such collections into the Collection Account in accordance with the provisions set out in the Servicing Agreement.

The Servicer will be the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" pursuant to Article 2, paragraph 3(c) of the Securitisation Law. In such capacity, Hypo Vorarlberg shall also be responsible for ensuring that such operations comply with all applicable laws and the Prospectus pursuant to Article 2, paragraph 6 and 6-*bis* of the Securitisation Law.

The Servicer will also be responsible for carrying out, on behalf of the Issuer, in accordance with the Servicing Agreement and the Credit and Collections Policies, any activities related to the management of the Defaulted Receivables, including activities in connection with the enforcement and recovery of the Defaulted Receivables.

3.2 *Obligations of the Servicer*

Under the Servicing Agreement the Servicer has undertaken, *inter alia*:

(a) to carry out the management, administration and collection of the Receivables and to manage the recovery of the Defaulted Receivables and to bring or participate in the relevant enforcement procedures in relation thereto in accordance with best professional skills;

(b) to comply with laws and regulations applicable in Italy to the activities contemplated for under the Servicing Agreement and, in particular, to perform any activities provided by the relevant laws and regulations (including the relevant Bank of Italy Supervisory Regulations) applicable in Italy in relation to the administration and collection of the Receivables;

(c) to maintain effective accounting and auditing procedures in order to comply with the Servicing Agreement;

(d) not to authorise, other than in certain limited circumstances specified in the Servicing Agreement, any waiver in respect of any Receivables or other security interest, lien or privilege pursuant to or in connection with the Lease Contracts and not to authorise any modification thereof which may be prejudicial to the Issuer's interests to the extent such waiver or

modification is not imposed by law, by judicial or other authority unless such waiver or modification is authorised by the Issuer; and

(e) to ensure that the Usury Law will not be breached in carrying out its functions under the Servicing Agreement.

The activities to be carried out by the Servicer include also the processing of administrative and accounting data in relation to the Receivables and the management of such data. The Servicer has represented to the Issuer that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement.

The Servicer has undertaken to use all due diligence to maintain all accounting records in respect of the Receivables and on the Defaulted Receivables and shall supply all relevant information to the Issuer to enable it to prepare its financial statements.

In the event of any material failure on the part of the Servicer to observe or perform any of its obligations under the Servicing Agreement, the Issuer and the Representative of the Noteholders shall be authorised to carry out all necessary activities to perform the relevant obligation in accordance with the terms thereunder. The Servicing Agreement provides that the Servicer will indemnify the Issuer and the Representative of the Noteholders from and against any cost and expenses incurred by them in connection with performance of the relevant obligation.

The Issuer and the Representative of the Noteholders have the right to inspect and take copies of the documentation and records relating to the Receivables in order to verify the performance by the Servicer of its obligations pursuant to the Servicing Agreement to the extent the Servicer has been informed reasonably in advance of such inspection.

Pursuant to the Servicing Agreement, the Servicer shall take any steps and decision in relation to the management and collection of the Receivables in compliance with:

(i) the Collection Procedures;

(ii) the sound and prudent banking management *(sana e prudente gestione bancaria)* adopted by the Servicer in the management of its receivables;

(iii) the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(iv) any laws and regulation applicable to the Receivables and/or the Servicer, including the Consolidated Banking Act, the Bank of Italy Supervisory Regulations, the Privacy Law and the Usury Law;

(v) the provisions of the Lease Contracts; and

(vi) the instructions which may be given by the Issuer and/or by the Representative of the Noteholders.

The Servicer has acknowledged and accepted that, pursuant to the terms of the Servicing Agreement (other than the Servicing Fee) it will have no further recourse against the Issuer for any damages, losses, liabilities, costs or expenses incurred by the Servicer as a result of the performance of its obligations under the Servicing Agreement, except and to the extent that such damages are caused by the wilful default (*dolo*) or gross negligence (*colpa grave*) of the Issuer.

3.3 *Transfer of the Collections*

From the Issue Date, the Servicer shall transfer the Collections to the Issuer, on a daily basis (and, in any case, not later than 2 Business Days following the relevant collection date), into the Collection Account as follows:

(a) on the last day of each Quarterly Collection Period; and

(b) during each Monthly Collection Period, on any date in which the total amount of the Collections held by the Servicer on behalf of the Issuer but not yet transferred into the Collection Account is equal to or higher than Euro 200,000.

3.4 *Reports of the Servicer*

The Servicer has undertaken to prepare and deliver:

(a) to the Issuer, the Computation Agent and the Corporate Servicer on or prior to each Monthly Servicer's Report Date the Monthly Servicer's Report (substantially in the form of Annex 1 to the Servicing Agreement);

(b) to the Issuer, the Computation Agent, the Representative of the Noteholders, the Account Bank, the Paying Agent, the Back-Up Servicer Facilitator, the Reporting Entity, the Rating Agencies, and the Corporate Servicer, on or prior to each Quarterly Servicer's Report Date, the Quarterly Servicer's Report (substantially in the form of Annex 2 to the Servicing Agreement); and

(c) to the Reporting Entity, on or prior to each Transparency Report Date, the Transparency Lease Report and the Transparency Investor's Report in accordance to the Article 7(1) of the EU Securitisation Regulation and the Regulatory Technical Standards emended from time to time by ESMA in accordance to the Article 7(3) of the EU Securitisation Regulation.

3.5 *Servicing Fee*

As fee for the performance by the Servicer of the services provided by the Servicing Agreement, but in any event subject to limited recourse provisions set forth in the Intercreditor Agreement, on each Payment Date the Issuer will pay to Hypo Vorarlberg the following Servicing Fee:

(a) for the management and collection of the Receivables (excluding the activities of recovery and compliance as per items (b) and (c) below, respectively) a fee equal to 0.05 per cent. (plus VAT, if applicable) of the Collections of the performing Receivables (excluding the Defaulted Receivables) collected by the Servicer during the Quarterly Collection Period immediately preceding the relevant Payment Date;

(b) for the supervision, administration, management, collection and recovery of the Defaulted Receivables (if any) excluding the compliance activity as per items (c) below) a fee equal to 0.01 per cent. with a minimum level of Euro 250 (two-hundred-fifty) (plus VAT, if applicable) of the Outstanding Amount of those Receivables which were Defaulted Receivables on the last day of the Quarterly Collection Period immediately preceding the relevant Payment Date; and

(c) for the activity of compliance with duties imposed by the applicable regulation and/or reporting and communication duties, a fee equal to Euro 250 (two-hundred-fifty) (plus VAT, if applicable).

3.6 *Servicer Termination Events*

The Issuer may, at its sole discretion, terminate the Servicer's appointment and appoint a successor Servicer if a Servicer Termination Event occurs.

Upon the occurrence of a Servicer Termination Event, the Issuer (with the cooperation of the Back-Up Servicer Facilitator) shall appoint an eligible entity which meets the requirements for a substitute

servicer provided for by the Servicing Agreement no later than 30 days from the occurrence of such Servicer Termination Event.

The Servicer Termination Events include, *inter alia*, the following events:

(i) an Insolvency Event occurs in respect of the Servicer; or

(ii) a failure on the part of Hypo Vorarlberg to observe or perform any of its undertakings under any Transaction Documents to which it is, or will be, party and such failure is not remedied within 5 (five) days after the receipt by the Servicer and the Representative of the Noteholders of a notice delivered by the Issuer, stating that such non-fulfilment is materially prejudicial to the supervision, administration, management and collection activity or the interests of the Noteholders; or

(iii) any of the representations and warranties given by Hypo Vorarlberg under the Servicing Agreement and/or any other Transaction Document, to which it is or will be party, proves to be false or misleading in any material respect and this could be materially prejudicial (at the sole discretion of the Representative of the Noteholders) to the interests of the Issuer or the Noteholders; or

(iv) the Servicer fails to deposit or pay any amount due under the Servicing Agreement within 5 (five) Business Days from the day on which such amount is due (unless such failure is due to strikes, technical delays or other justified reason); or

(v) it becomes illegal for the Servicer to perform any of its obligations under any of the Transaction Documents to which it is a party; or

(vi) the Servicer fails to maintain the legal requirements which are mandatory for its role under the Servicing Agreement in a securitisation transaction or other requirements which could be requested, in the future, by the Bank of Italy or any other relevant governmental or administrative authorities.

Upon the occurrence of a Servicer Termination Event, the Servicer has undertaken, *inter alia*, to promptly notify the Lessees of the appointment of the Successor Servicer within 7 days from the termination of the Servicer's appointment. Such notification shall also contain the instructions to the Lessees to make any future payment in relation to the Receivables to the Successor Servicer or into the Collection Account.

3.7 *Renegotiations*

Pursuant to the terms and conditions of the Servicing Agreement, the Issuer has authorised the Servicer to enter into agreements in order to (a) renegotiate and reduce the interest rate provided by the Lease Contracts, (b) amend the amortisation schedule (including extensions to the repayment period, which may not in any case exceed the 31 March 2040), (c) suspend the payment of the Principal Instalments or (d) increase the original amount financed to the Lessee.

Such renegotiations may be carried out only to the extent that the Outstanding Principal of the Lease Contracts renegotiated is not higher than:

(i) in relation to the renegotiations set out in item (a) above, notwithstanding that the interest rate will not be lower than 1.25% (one twenty five per cent.);

(ii) in relation to the renegotiations and amendments set out in item (a) and (b) above, the amendment of the repayment period and the amortisation schedule will not exceed 31 March 2040; and

(iii) in relation to the renegotiations set out in item (c) above, the suspension of the payment of the Principal Instalments will not exceed 12 months and the relevant suspension will not extend the amortisation schedule over 31 March 2040.

3.8 *Disposal of Individual Receivables*

Alternatively to the renegotiations described above, Hypo Vorarlberg shall have the option to repurchase any Receivable at a price equal to the relevant Outstanding Balance.

Hypo Vorarlberg may repurchase single Receivables up to an amount (i) with reference to the relevant Quarterly Collection Period, not higher than 2% (two per cent.) of the Purchase Price of the Portfolio and (ii) in aggregate not higher than 10% (ten per cent.) of the Purchase Price of the Portfolio.

3.9 *Governing Law and Jurisdiction*

The Servicing Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Servicing Agreement (including a dispute relating to the existence, validity or termination of the Servicing Agreement or any non-contractual obligation arising out of or in connection with it).

4. The Cash Allocation, Management and Payment Agreement

4.1 *General*

Pursuant to the Cash Allocation, Management and Payment Agreement entered into on the Signing Date, the Computation Agent, the Account Bank, the Servicer, the Paying Agent and the Cash Manager have agreed to provide the Issuer with certain calculation, notification, reporting and agency services together with account handling, investment and cash management services in relation to monies and securities from time to time standing to the credit of the Accounts.

4.2 *Account Bank*

The Account Bank has agreed to:

(a) open in the name of the Issuer and manage in accordance with the Cash Allocation, Management and Payment Agreement the Collection Account, the Eligible Accounts, and

(b) provide the Issuer with:

(i) certain reporting services together with certain handling services in relation to monies from time to time standing to the credit of the Account Bank Eligible Accounts held with it, and

(ii) certain investment and reporting services together with certain handling services in relation to the securities from time to time deposited in the Securities Account (if any).

In particular, the Account Bank, on each Account Bank Report Date shall deliver to:

(1) the Issuer, the Representative of the Noteholders, the Cash Manager, the Corporate Servicer and the Computation Agent a copy of the Account Bank Report setting out information concerning, *inter alia*, the transfers and the balances relating to the Eligible Accounts held with it during the relevant Collection Period, and

(2) the Cash Manager, a copy of the Securities Account Report, if any, setting out information concerning, *inter alia*, the transfers and the balances relating to the Securities Account held with it (if any) during the relevant Collection Period.

The Account Bank will be required at all times to be an Eligible Institution.

4.3 *Paying Agent*

The Paying Agent has agreed to provide the Issuer with certain calculation, payment and agency services in relation to the Notes, including without limitation, calculating the Rate of Interest, making payment to the Noteholders, giving notices and issuing certificates and instructions in connection with any meeting of the Noteholders.

The Paying Agent will be required at all times to be an Eligible Institution.

4.4 *Computation Agent*

The Computation Agent has agreed to provide the Issuer with certain other calculation, monitoring and reporting services. The Computation Agent shall prepare on or prior to the Investors Report Date, the Investors Report setting out certain information with respect to the Notes. Following the service of a Trigger Notice by the Representative of the Noteholders, the Computation Agent shall, on behalf of the Issuer, calculate and prepare the Post Trigger Report containing the amount of the Issuer Available Funds and the amounts of each of the payments and allocations to be made by the Issuer in accordance with the Post-Enforcement Priority of Payments. In addition, the Computation Agent shall prepare on each Calculation Date and deliver the Payments Report with respect to the relevant Collection Period. The Servicer shall monitor and supervise the Payments Report prepared by the Computation Agent. On each Calculation Date the Computation Agent shall also determine and notify the Junior Notes Remuneration, in accordance with the Junior Notes Conditions.

4.5 *Cash Manager*

The Cash Manager has agreed to provide the Issuer with certain cash management services in relation to the funds standing to the credit of the Eligible Accounts. In particular, upon notification by the Account Bank that the cleared credit balance of any of the Eligible Accounts (other than the Securities Account) exceeds Euro 500,000 (five hundred thousand), the Cash Manager shall use its best endeavours to select and find, in the name and on behalf of the Issuer, the Eligible Investments in which the relevant credit balance (or most of it) will be invested and shall instruct, in the name and on behalf of the Issuer, the Account Bank accordingly, provided that (a) any such Eligible Investment has a maturity date falling not beyond the Eligible Investment Maturity Date, and (b) no deduction or withholding for or on account of any taxation in respect of such Eligible Investments is directly imposed on and due by the Issuer. Any Eligible Investment shall not be made in the period starting on the second Business Day preceding a Payment Date and ending on such Payment Date, both included.

4.6 *Back-Up Servicer Facilitator*

The Back-Up Servicer Facilitator has undertaken, in the event that

(a) Hypo Vorarlberg is acting as Servicer and

(i) the participation (directly or indirectly) of Hypo Landesbank Vorarlberg in Hypo Vorarlberg ceases to be at least equal to two-thirds of its share capital, or

(ii) the long-term rating assigned by S&P to Hypo Landesbank Vorarlberg results withdrawn or below "BBB-" by S&P or the "Counterparty Risk Assessment" by Moody's results withdrawn or below "Baa3" (cr)

to reasonably assist and cooperate with the Issuer in order to identify an eligible entity which

(1) meets the requirements provided by the Servicing Agreement in respect of the Successor Servicer; and

(2) is available to be appointed as Back-Up Servicer under the Transaction Documents;

or

(b) following the occurrence of a Servicer Termination Event, the appointment of the Servicer is terminated in accordance with the Servicing Agreement and no Back-Up Servicer has been already appointed in accordance with paragraph (a) immediately above, to reasonably assist and cooperate with the Issuer in order to identify an eligible entity which:

(i) meets the requirements provided by the Servicing Agreement in respect of the Successor Servicer; and

(ii) is available to be appointed as Servicer under the Transaction Documents.

4.7 *Payments to Noteholders and Other Issuer Creditors*

Under the Cash Allocation, Management and Payment Agreement, the Issuer will instruct the Account Bank to arrange for the transfer, two Business Days prior to each Payment Date, of sufficient funds, from the Eligible Accounts (other than the Payments Account) into the Payments Account as indicated by the Computation Agent and/or in the relevant Payments Report and, upon written instructions by the Issuer, the Account Bank shall make the payments and/or shall retain into the Payments Account the amounts indicated by the Computation Agent and/or specified in the relevant Payments Report. In particular:

(i) payments in favour of the Noteholders shall be made by transferring the full amount thereof to the Paying Agent to provide for such payments on such Payment Date; and

(ii) payments to the Other Issuer Creditors and any other third party creditor of the Issuer shall be made by the Account Bank on such Payment Date,

in each case to the extent that Issuer Available Funds are available for such purposes and in accordance with the applicable Priority of Payments. No payments may be made out of the Accounts which would thereby cause or result in such accounts becoming overdrawn.

4.8 *Termination or resignation of the appointment of the Agents*

The appointment of any of the Computation Agent, the Paying Agent, the Cash Manager, the Back-Up Servicer Facilitator and the Account Bank may be terminated by the Issuer, subject to the prior written approval of the Representative of the Noteholders, upon three months written notice provided that the Issuer at all times maintains an agent carrying out the duties provided under the Cash Allocation, Management and Payment Agreement.

Each of the Computation Agent, the Paying Agent, the Cash Manager, the Back-Up Servicer Facilitator and the Account Bank may resign from its appointment under the Cash Allocation, Management and Payment Agreement, upon giving not less than three months (or such shorter period as the Representative of the Noteholders may agree) prior written notice of termination to the Representative of the Noteholders, the Issuer and the other relevant parties thereto subject to and conditional upon, *inter alia*, a substitute Computation Agent, Paying Agent, Cash Manager and Account Bank, as the case may be, being appointed by the Issuer, with the prior written approval of the Representative of the Noteholders, on substantially the same terms set out in the Cash Allocation, Management and Payment Agreement.

4.9 *Governing Law and Jurisdiction*

The Cash Allocation, Management and Payment Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Cash Allocation, Management and Payment Agreement (including a dispute relating to

the existence, validity or termination of the Cash Allocation, Management and Payment Agreement or any non-contractual obligation arising out of or in connection with it).

5. The Intercreditor Agreement

5.1 *General*

On the Signing Date, the Issuer and the Other Issuer Creditors have entered into the Intercreditor Agreement, pursuant to which provision is made, *inter alia*, as to the order of application of the Issuer Available Funds and the circumstances under which the Representative of the Noteholders will be entitled to exercise certain Issuer's rights in relation to the Portfolio and the Transaction Documents.

5.2 *Priority of Payments*

The Intercreditor Agreement also sets out, *inter alia*, the Priority of Payments to be applied by the Issuer in connection with the Securitisation.

5.3 *Limited Recourse Obligations*

The obligations owed by the Issuer to each of the Other Issuer Creditors, including without limitation, the obligations under any Transaction Document to which such Other Issuer Creditor is a party, will be limited recourse obligations of the Issuer. Each of the Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer Available Funds in each case subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

5.4 *Directions of the Representative of the Noteholders following the service of a Trigger Notice*

Under the terms of the Intercreditor Agreement, the Issuer has undertaken, upon the service of a Trigger Notice, to comply with all directions of the Representative of the Noteholders, acting pursuant to the Terms and Conditions, in relation to the management and administration of the Portfolio.

5.5 *Disposal of the Portfolio upon Trigger Event*

Following the service of a Trigger Notice and in accordance with the Terms and Conditions, the Issuer may (with the prior consent of the Representative of the Noteholders) or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Noteholders) direct the Issuer to dispose of the Portfolio if:

(a) a sufficient amount would be realised from such disposal to allow discharge in full of all amounts owing to the Rated Noteholders and amounts ranking in priority thereto or *pari passu* therewith or, if such amount would not be realised, a certificate issued by a reputable bank or financial institution or auditor stating that the purchase price for the Portfolio is adequate (based upon such bank's or financial institution's or auditor's evaluation of the Portfolio) has been obtained by the Issuer (with the prior consent of the Representative of the Noteholders) or by the Representative of the Noteholders;

(b) the relevant purchaser has obtained all the necessary approvals and authorisations;

(c) the relevant purchaser has produced:

(i) a certificate signed by its legal representative stating that such purchaser is solvent;

(ii) a solvency certificate (*certificato di iscrizione nella sezione ordinaria*) issued by the competent Companies Register and dated not more than 10 (ten) days before the date on which the Portfolio will be disposed; and

(iii) any other evidence of its solvency satisfactory to the Representative of the Noteholders.

5.6 *Disposal of the Portfolio following the occurrence of a Tax Event*

Following the occurrence of a Tax Event and in accordance with the Terms and Conditions, the Issuer may, or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Noteholders) direct the Issuer to dispose of the Portfolio or any part thereof to finance the early redemption of the relevant Notes under Condition 8.4 (*Redemption, Purchase and Cancellation – Redemption for Taxation*) if:

(a) a sufficient amount would be realised from such disposal to allow discharge in full of all amounts owing to the holders of the Notes of the Affected Series or the Rated Noteholders (in whole but not in part, or if the Affected Series is the Junior Notes, in whole or in part), as the case may be, and amounts ranking in priority thereto or *pari passu* therewith;

(b) the relevant purchaser has obtained all the necessary approvals and authorisations; and

(c) the relevant purchaser has produced evidence of its solvency satisfactory to the Representative of the Noteholders.

5.7 *Option on the Portfolio in favour of Originator*

Under the Intercreditor Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to Article 1331 of the Italian Civil Code, to repurchase (in whole but not in part, as a block and at once) the Portfolio then outstanding on any Payment Date falling on or after April 2026. In order to exercise the above mentioned option the Originator shall, *inter alia*, deliver to the Issuer evidence of its solvency satisfactory to the Representative of the Noteholder.

The purchase price of the Receivables shall be equal to the Outstanding Balance of such Receivables, provided that, if the Portfolio includes Defaulted Receivables, the purchase price shall not be higher than their fair market value as at the date of repurchase, as determined by a third party arbitrator. Such value will be determined by a third party arbitrator (independent from the banking group of the Originator and from any other party involved in the Securitisation) appointed by mutual agreement of the Originator and the Issuer or, if no agreement is reached, by the chairman of the Italian Banking Association.

The Originator will be entitled to exercise the Option provided that the purchase price of the Receivables, so determined, is at least equal to the amount needed by the Issuer to discharge in full all amounts owing to the Rated Noteholders and the Other Issuer Creditors which are required to be paid in priority to the Rated Noteholders pursuant to the applicable Priority of Payments.

5.8 *Transparency requirements under the EU Securitisation Regulation*

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

Under the Intercreditor Agreement, each of the Issuer and the Originator has agreed that the Originator:

(a) it has been designated and will act as Reporting Entity, pursuant to and for the purposes of Article 7(2) of the EU Securitisation Regulation. In such capacity as Reporting Entity, the Originator shall fulfil the information requirements pursuant to points (a), (b), (c), (d), (e), (f) and (g) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation by making available the relevant information pursuant to Article 7(2) of the EU Securitisation Regulation;

(b) has been designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of Article 27(1) of the EU Securitisation Regulation.

Under the Intercreditor Agreement, Hypo Vorarlberg, in its capacity as Reporting Entity, has

undertaken to publish and make available the information required to be disclosed to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and perspective noteholders, in accordance with Article 7 of the EU Securitisation Regulation (and any implementing regulation or technical standards adopted by the European Commission and any applicable or binding guidance of any regulatory, tax or governmental authority).

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

As to pre-pricing information:

(a) the Originator (also as holder of a portion of the Junior Notes) has confirmed that it has been, before pricing, in possession of (i) data relating to each Lease (and therefore it has not requested to receive the information under point (a) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation as well as the information under points (b), (c) and (d) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation at least in draft form pursuant to Article 22(5) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria, (ii) data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years, pursuant to Article 22(1) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria, and (iii) a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to Article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria;

(b) the Originator has confirmed that it has made available, also through the Securitisation Repository, to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes before pricing (i) the information and documentation under point (a) of the first subparagraph of Article 7(1) upon request, as well as the information under points (b), (c) and (d) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation at least in draft form pursuant to Article 22(5) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria, (ii) data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data shall cover a period of at least 5 (five) years, pursuant to Article 22(1) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria, and (iii) a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to Article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on the STS Criteria.

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

(a) the Servicer shall prepare the Transparency Lease Report and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available the Transparency Lease Report (simultaneously with the Transparency Investors' Report) to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and the potential investors in the Notes by no later than the Transparency Report Date;

(b) the Servicer shall prepare the Transparency Investors' Report and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make it available (i) simultaneously with the Transparency Lease Report to the investors in the Notes by no later than the Transparency Report Date, (ii) in case an inside information or significant event (within the

respective meanings of Articles 7(1)(f) and (g) of the EU Securitisation Regulation) has occurred, without delay with reference to the information requested under Article 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation, it being understood that on each Transparency Report Date the Transparency Investor Report shall indicate whether an inside information or a significant event including, *inter alia*, any Trigger Event or events which trigger changes in the Priority of Payments) has occurred or not;

(c) the Issuer shall deliver to the Reporting Entity (i) a copy of the final Information Memorandum and the other final Transaction Documents (which are all underlying documents that are essential for the understanding of the Securitisation) in a timely manner in order for the Reporting Entity to make available such documents to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date, and (ii) any other document or information that may be required to be disclosed to the Noteholders, the competent authorities referred to in Article 29 of the EU Securitisation Regulation and, upon request, the potential investors in the Notes pursuant to the EU Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already provided by other parties); and

(d) the Originator shall make available the final Transaction Documents and all the other documents listed under Article 7(1)(b) and 7(1)(d) to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date,

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

Under the Intercreditor Agreement, the Originator has undertaken to make available through Intex and/or Bloomberg platforms to investors in the Notes on an ongoing basis and to potential investors in the Notes, upon request, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to Article 22(3) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards.

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

(a) in no event Hypo Vorarlberg, in its capacity as Reporting Entity, shall be liable to the other parties thereto for any failure or delay in preparing or delivering the information required to be disclosed under Article 7 of the EU Securitisation Regulation if such failure is caused by the non-delivery or late delivery by any of the Parties of any information to be provided to the Reporting Entity pursuant to Clause 13.1.5 (*Pre-pricing information*) of the Intercreditor Agreement and the Transaction Documents (unless such non-delivery or late delivery is attributable to the non-delivery or late delivery of information to be provided by Hypo Vorarlberg to such Parties);

(b) in no event Hypo Vorarlberg, in its capacity as Reporting Entity, shall be liable to the other parties thereto for the accuracy and completeness of any information or data that has been provided to it pursuant to Clause 13.1.2 (*Designation of Reporting Entity*) of the Intercreditor Agreement and the Transaction Documents nor for the compliance of any such information with the requirements of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (unless any inaccuracy, incompleteness or non-compliance is attributable to the inaccuracy, incompleteness or non-compliance of information provided by Hypo Vorarlberg to such Parties); and

(c) Hypo Vorarlberg, in its capacity as Reporting Entity, will not be under any obligation to verify, reconcile or recalculate any information or data provided to it by any Party pursuant to Clause 13.1.5 (*Pre-pricing information*) of the Intercreditor Agreement or the Transaction Documents and it shall be entitled to rely conclusively on such information and data for the purpose of fulfilling the information requirements provided for by Article 7 of the EU Securitisation Regulation (without prejudice to Hypo Vorarlberg's liability for the information provided by it to the relevant Parties). In case the information or data provided by a Party pursuant to Clause 13

(*EU Securitisation Regulation*) of the Intercreditor Agreement or the Transaction Documents appears to be *prima facie* incomplete or to include any material mistakes, Hypo Vorarlberg shall liaise with the relevant Party to discuss in good faith such circumstance and obtain a new delivery of such information or data.

5.9 *Cooperation undertakings in relation to EU Securitisation Rules*

Under the Intercreditor Agreement, the relevant parties thereto (in relation to the respective role performed under the Securitisation) have agreed to provide all reasonable cooperation to the Issuer and the Originator in order to ensure that the Securitisation is designated as "simple, transparent and standardised non-ABCP securitisation" and complies with the EU Securitisation Regulation and the STS Requirements; and

The STS Notification in respect of the Securitisation will be publicly available on the ESMA website: https://www.esma.europa.eu/.

5.10 *Further undertakings of the Issuer, the Originator and the Servicer under the EU Securitisation Regulation*

Under the Intercreditor Agreement,

(a) the Issuer has undertaken (i) to give notice thereof to the Noteholders, in accordance with Condition 16 (*Notices*), upon the occurrence of any Trigger Event and (ii) to give notice thereof to the Noteholders without undue delay, in accordance with Condition 16 (*Notices*), upon the occurrence of any change in the Priority of Payments which may materially adversely affect the repayment of the Notes;

(b) the Issuer and Hypo Vorarlberg, in its capacity as Originator and Servicer, have undertaken that in no event the Portfolio shall be managed in order to allow an active management on a discretionary basis as set forth in Article 20(7) of the EU Securitisation Regulation;

(c) the Originator has undertaken to fully disclose to potential investors without undue delay, through the Securitisation Repository, any material change from prior underwriting standards occurred within the context of the Securitisation, pursuant to Article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

5.11 *The appointment of the Representative of the Noteholders*

Under the Intercreditor Agreement, each of the Other Issuer Creditors, pursuant to Articles 1723, paragraph 2, and 1726 of the Italian Civil Code, irrevocably appointed in the interest and for the benefit of the Other Issuer Creditors, as from the Signing Date and with effect from the date when a Trigger Notice is served on the Issuer, the Representative of the Noteholders as its sole agent (*mandatario esclusivo*) to receive on behalf of the Other Issuer Creditors from the Issuer any and all monies payable by the Issuer to the Other Issuer Creditors pursuant to the Transaction Documents from and including the date when a Trigger Notice is served on the Issuer.

5.12 *The Sole Quotaholder*

Under the Intercreditor Agreement, the Sole Quotaholder has given certain undertakings to the Representative of the Noteholders in relation to the management of the Issuer and the exercise of its rights as Sole Quotaholder of the Issuer.

The Sole Quotaholder has agreed, in the interest of the Noteholders, not to create any pledges, liens, claims, burdens, encumbrances, security interests or any other rights of any third parties whatsoever over the quotas and not to dispose of the quotas, save as provided by the Transaction Documents, without the prior written consent of the Representative of the Noteholders.

5.13 *Governing Law and Jurisdiction*

The Intercreditor Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Intercreditor Agreement (including a dispute relating to the existence, validity or termination of the Intercreditor Agreement or any non-contractual obligation arising out of or in connection with it).

6. The Corporate Services Agreement

6.1 *General*

On the Signing Date the Issuer and the Corporate Servicer entered into the Corporate Services Agreement.

Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide the Issuer with certain corporate administration and management services. These services include, *inter alia*, the safekeeping of documentation pertaining to meetings of the Issuer's quotaholders and directors, maintaining the quotaholders' register, preparing VAT and other tax and accounting records, preparing the Issuer's annual balance sheet, administering all matters relating to the taxation of the Issuer and liaising with the Representative of the Noteholders.

6.2 *Governing Law and Jurisdiction*

The Corporate Services Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Corporate Services Agreement (including a dispute relating to the existence, validity or termination of the Corporate Services Agreement or any non-contractual obligation arising out of or in connection with it).

7. The Letter of Undertakings

7.1 *General*

On the Signing Date, the Issuer, the Originator and the Representative of the Noteholders have entered into the Letter of Undertakings.

Pursuant to the Letter of Undertakings, the Originator has undertaken to indemnify the Issuer in respect of certain tax charges which may be incurred by the Issuer at any time.

7.2 *Governing Law and Jurisdiction*

The Letter of Undertakings and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Letter of Undertakings (including a dispute relating to the existence, validity or termination of the Letter of Undertakings or any non-contractual obligation arising out of or in connection with it).

8. Stichting Corporate Services Agreement

8.1 *General*

On the Signing Date, the Issuer, the Sole Quotaholder and the Stichting Corporate Services Provider have entered into the Stichting Corporate Services Agreement.

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

8.2 *Governing Law and Jurisdiction*

The Stichting Corporate Services Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Stichting Corporate Services Agreement (including a dispute relating to the existence, validity or termination of the Stichting Corporate Services Agreement or any non-contractual obligation arising out of or in connection with it).

USE OF PROCEEDS

The proceeds from the issue of the Notes, being equal to Euro 475,700,000, will be applied by the Issuer on the Issue Date to make the following payments:

(i) First, to pay to the Originator the Purchase Price of the Portfolio; and

(ii) Second, to credit Euro 20,000 into the Expenses Account as Retention Amount.

After the payments set out in (i) and (ii) above, any remaining amount will be credited to the Payments Account.

TERMS AND CONDITIONS OF THE NOTES

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

The € 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050 (the "**Series 2021-1-A Notes**" or the "**Senior Notes**"), the € 80,000,000 Series 2021-1-B Asset Backed Floating Rate Notes due October 2050 (the "**Series 2021-1-B Notes**" or the "**Mezzanine Notes**" and, together with the Senior Notes, the "**Rated Notes**") and the € 87,700,000 Series 2021-1-C Asset Backed Notes due October 2050 (the "**Series 2021-1-C Notes**" or the "**Junior Notes**" and, together with the Rated Notes, the "**Notes**") have been issued by HVL Bolzano 2 S.r.l. (the "**Issuer**" or "**HVL Bolzano 2**") on 17 December 2021 (the "**Issue Date**") to finance the purchase of a portfolio of receivables and related rights from Hypo Vorarlberg Leasing S.p.A. (the "**Originator**" or "**Hypo Vorarlberg**").

The principal source of payment of interest and of repayment of principal on the Notes will be the Collections made in respect of the Portfolio of the Receivables arising out of the Lease Contracts entered into between Hypo Vorarlberg and the Lessees thereunder. The Portfolio was purchased by the Issuer from Hypo Vorarlberg pursuant to the terms of the Transfer Agreement entered into on 30 November 2021.

STS Securitisation

The Securitisation is intended to qualify as a STS-securitisation within the meaning of Article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the Issue Date, the requirements of Articles 19 to 22 of the EU Securitisation Regulation and may be notified by the Originator to be included in the list published by ESMA referred to in Article 27(5) of the EU Securitisation Regulation. No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation as at the Issue Date or at any point in time in the future.

References to a Class of Notes

Any reference in these Conditions to a "**Class**" of Notes or a "**Class**" of holders of Notes shall be a reference to the Senior Notes, the Mezzanine Notes or the Junior Notes, as the case may be, or to the respective holders thereof and any reference to any agreement or document shall be a reference to such agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented.

1. INTRODUCTION

1.1. Definitions

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

1.2. Rated Noteholders deemed to have notice of the Transaction Documents

The Rated Noteholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of, the Transaction Documents.

1.3. Provisions of the Conditions subject to the Transaction Documents

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

1.4. **Transaction Documents**

1.4.1. *Transfer Agreement*

By the Transfer Agreement, the Originator has assigned and transferred to the Issuer all of its right, title and interest in and to the Portfolio.

1.4.2. *Warranty and Indemnity Agreement*

By the Warranty and Indemnity Agreement, the Originator has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, the Receivables, the Portfolio, the Lease Contracts and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Portfolio.

1.4.3. *Servicing Agreement*

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

1.4.4. *Intercreditor Agreement*

By the Intercreditor Agreement, the Issuer and the Other Issuer Creditors have agreed, *inter alia*, to apply (a) the Issuer Available Funds in accordance with the applicable Priority of Payments, (b) the limited recourse nature of the obligations of the Issuer, (c) the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Portfolio, and (d) the circumstances in which the Issuer may dispose of the Portfolio.

1.4.5. *Cash Allocation, Management and Payment Agreement*

By the Cash Allocation, Management and Payment Agreement, the Agents have agreed to provide the Issuer with certain agency services and certain calculation, notification, and reporting services, together with account handling, investment and cash management services in relation to monies and securities from time to time standing to the credit of the Accounts. The Cash Allocation, Management and Payment Agreement contains also provisions for the payment of principal and interest in respect of the Notes.

1.4.6. *Letter of Undertakings*

By the Letter of Undertakings, the Originator has undertaken to indemnify the Issuer in respect of certain tax charges which may at any time be incurred by the Issuer.

1.4.7. *Corporate Services Agreement*

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

1.4.8. *Stichting Corporate Services Agreement*

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

1.4.9. *Senior Notes Subscription Agreement*

By the Senior Notes Subscription Agreement, the Issuer has agreed to issue the Senior Notes and the Senior Notes Subscriber has agreed to subscribe for such Senior Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.

1.4.10. *Mezzanine Notes Subscription Agreement*

By the Mezzanine Notes Subscription Agreement, the Issuer has agreed to issue the Mezzanine Notes and the Mezzanine Notes Subscriber has agreed to subscribe for such Mezzanine Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.

1.4.11. *Junior Notes Subscription Agreement*

By the Junior Notes Subscription Agreement, the Issuer has agreed to issue the Junior Notes and the Junior Notes Subscriber has agreed to subscribe for such Junior Notes, subject to the terms and conditions set out thereunder, and has also appointed Banca Finint, which has accepted, as Representative of the Noteholders.

1.4.12. *Master Definitions Agreement*

By the Master Definitions Agreement, the definitions of certain terms used in the Transaction Documents have been set forth.

1.5. **Transaction Documents available for inspection**

Copies of the Issuer's annual audited financial statements and the Transaction Documents are available in physical and/or electronic form for inspection during normal business hours at the office of the Representative of the Noteholders, being, as at the Issue Date, Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy.

1.6. **Rules of the Organisation of the Noteholders**

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

1.7. **Representative of the Noteholders**

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

2. INTERPRETATION AND DEFINITIONS

2.1 **Interpretation**

In these Conditions, unless otherwise specified or unless the context otherwise requires:

(a) the exhibit hereto constitutes an integral and essential part of these Conditions and shall have the force of and shall take effect as covenants; and

(b) headings and subheadings are for ease of reference only and shall not affect the construction of these Conditions.

2.2 **Definitions**

Capitalised words and expressions used in these Conditions shall have the following meanings:

"**Acceleration Events**" means, with reference to any Calculation Date immediately preceding any Payment Date, any of the following:

(a) the Net Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Cumulative Default Trigger; or

(b) the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Series 2021-1-B Notes Trigger; or

(c) the Outstanding Amount of the Receivables comprised in the Collateral Portfolio as of the last day of the immediately preceding Quarterly Collection Period is equal to zero;

(d) the Issuer has exercised its right to terminate the Servicing Agreement with Hypo Vorarlberg; or

(e) the Collateralisation Condition is not satisfied with reference to the end of any preceding Quarterly Collection Period.

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

"**Account Bank**" means BNP Paribas Securities Services, Milan Branch or any other entity acting as account bank pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Account Bank Report**" means the report issued by the Account Bank on each Account Bank Report Date to the Issuer, the Representative of the Noteholders, the Cash Manager, the Corporate Servicer and the Computation Agent, setting out information concerning, inter alia, the transfers and the balances relating to the Eligible Accounts.

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

"**Accrued Interest**" means, as of any relevant date, the accrued portion of the interest part of the next Instalment due (including any accrued portion of the relevant Adjustment) under the Lease Contracts.

"**Adjustment**" means in relation to each Receivable comprised in the Portfolio, any additional amount (if any) to be paid by (or to) the Lessee as consequence of any change in the Index Rate applicable from time to time to the Lease Contracts according to the terms thereof.

"**Adjustment Purchase Price**" means in relation to any Receivable transferred to the Issuer pursuant to the Transfer Agreement, an amount calculated in accordance with Clause 4.3.2 of the Transfer Agreement.

"**Aggregate Notes Formula Redemption Amount**" means, with respect to any Payment Date, the higher between (i) zero and (ii) an amount calculated in accordance with the following formula:

A + B + C - R - CP.

Where:

A = the Principal Amount Outstanding of the Series 2021-1-A Notes on the day following the immediately preceding Payment Date;

B = the Principal Amount Outstanding of the Series 2021-1-B Notes on the day following the immediately preceding Payment Date;

C = the Principal Amount Outstanding of the Series 2021-1-C Notes on the day following the immediately preceding Payment Date;

R = the Debt Service Reserve Amount on the relevant Payment Date;

CP = the Collateral Portfolio Outstanding Amount on the last day of the immediately preceding Quarterly Collection Period.

"**Agent**" means each of the Cash Manager, the Paying Agent, the Account Bank, the Back-Up Servicer Facilitator and the Computation Agent and "**Agents**" means all of them.

"**Agreed Prepayment**" means a portion of the Prepayment Amount due by a Lessee upon the early termination of a Lease Contract, equal to the sum of: (a) all the accrued and unpaid Instalments plus any penalties; and (b) the nominal value of all the Instalments not yet due, discounted at a rate which is not higher than the Leasing Rate applicable, on such date, to the relevant Lease Contract; provided that any such early termination is subject to the prior consent of the Originator and the payment by the relevant Lessee is of an amount equal to or greater than the Prepayment Amount.

"**Arranger**" means Banca FININT.

"**Asset**" means any real estate asset and unregistered movable properties leased under a Lease Contract and "**Assets**" means all of them.

"**Average Pool Outstanding Amount**" means with respect to each Quarterly Collection Period, an amount equal to the sum of: (i) the Pool Outstanding Amount at the beginning of each such Quarterly Collection Period; and (ii) the Pool Outstanding Amount at the end of each such Quarterly Collection Period, divided by 2 (two).

"**Back-Up Servicer Facilitator**" means Banca FININT and its permitted successors or assignees acting as back-up servicer facilitator pursuant to the provisions of the Servicing Agreement and the Intercreditor Agreement.

"**Banca FININT**" means Banca Finanziaria Internazionale S.p.A., a bank incorporated under the laws of the Republic of Italy, having its registered office in Via Vittorio Alfieri No. 1, 31015 Conegliano (TV), Italy, fiscal code and VAT code and enrolment with the Companies Register of Treviso – Belluno No. 04040580963.

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

"**Bloomberg Platform**" means a platform for the integrated management of the Receivables managed and provided by Bloomberg Finance L.P.

"**BNP Paribas Securities Services, Milan Branch**" means BNP Paribas Securities Services, Milan Branch, a bank incorporated under the law of the Republic of France, having its registered office in 3, Rue d'Antin, 75009 Paris, France, having its branch office in Piazza Lina Bo Bardi No. 3, 20124 Milano, Italy.

"**Borsa Italiana**" means Borsa Italiana S.p.A..

"**Business Day**" means any day on which the Trans-European Automated Real Time Gross Settlement-Express Transfer System (TARGET) (or any successor thereto) is open.

"**Calculation Date**" means the fourth Business Day before the relevant Payment Date.

"**Cancellation Date**" means the earlier of: (i) the date on which the Notes have been reimbursed or redeemed in full, (ii) the Final Maturity Date, (iii) the date on which the Representative of the

Noteholders has certified to the Issuer and the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Portfolio being available to the Issuer.

"**Cash Allocation, Management and Payment Agreement**" means the cash, allocation, management and payment agreement entered into on or about the Signing Date between the Issuer, the Originator, the Servicer, the Paying Agent, the Account Bank, the Computation Agent, the Cash Manager, the Corporate Servicer, the Back-Up Servicer Facilitator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means Hypo Vorarlberg or any other person acting as cash manager pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Class**" shall be a reference to a class of Notes, being the Series 2021-1-A Notes, the Series 2021-1-B Notes or the Series 2021-1-C and "**Classes**" shall be construed accordingly.

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

"**Collateralisation Condition**" means the condition that will be deemed to be satisfied with reference to the end of each Quarterly Collection Period, if the sum of:

(i) the Collateral Portfolio Outstanding Amount; and

(ii) the Debt Service Reserve Amount with reference to the next Payment Date,

is equal to or greater than the 95% of the Principal Amount Outstanding of the Notes (taking into account any principal payment to be made to the Noteholders on the next Payment Date).

"**Collateral Portfolio**" means, on any given date, all Receivables arising under those Lease Contracts comprised in the Portfolio that are not, as of such date, Defaulted Lease Contracts.

"**Collateral Portfolio Outstanding Amount**" means the sum of the Outstanding Amount of all the Receivables comprised in the Collateral Portfolio.

"**Collateral Security**" means any security interest granted to the Originator in order to secure the payment of the amounts due under the Lease Contracts.

"**Collection Account**" means the Euro denominated account No. 802534300, ABI 03479 and CAB 01600, IBAN IT 71 M 03479 01600 000802534300 established in the name of the Issuer which will be held at the Account Bank for the deposits of all amounts paid in respect of the Receivables pursuant to the Transfer Agreement.

"**Collection Period**" means, as the case may be, the Monthly Collection Period and/or the Quarterly Collection Period.

"**Collections**" means all amounts collected or recovered in respect of the Receivables comprised in the Portfolio.

"**Computation Agent**" means Banca FININT or any other person acting as computation agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Condition**" means a condition of the Senior Notes Conditions and/or the Mezzanine Notes Conditions and/or the Junior Notes Conditions as the context may require.

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

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

"**Contractual Interest Rate**" means the interest rate provided in each Lease Contract.

"**Corporate Servicer**" means Banca FININT or any other person acting as corporate servicer pursuant to the Corporate Services Agreement from time to time.

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

"**CRA Regulation**" means Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 and by Regulation (EU) No. 462/2013.

"**CRD IV**" means 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, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC

"**CRR**" means 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, as amended and/or supplemented from time to time.

"**Credit and Collection Policies**" means the credit, collection and recovery procedures of the Receivables contained in the Annex 4 of the Servicing Agreement.

"Cumulative Default Trigger" means, on any Payment Date, where the Net Cumulative Default Ratio exceeds the percentage set out in the following table:

Quarterly Collection Period after the Issue Date	Cumulative Default Trigger
1st	3%
2nd	5%
3rd	8%
4th and thereafter	12%

"**Debtor**" means each Lessee or any other person or entity liable for payment in respect of a Receivable and "**Debtors**" means all of them.

"**Debt Service Reserve Account**" means the Euro denominated account with No. 802534302, ABI 03479 and CAB 01600, IBAN IT 25 O 03479 01600 000802534302 established in the name of the Issuer which will be held at the Account Bank for the deposit of the Debt Service Reserve Amount.

"**Debt Service Reserve Amount**" means,

(a) if the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has not exceeded the Series 2021-1-B Notes Trigger, in relation to each relevant Payment Date up to (but excluding) the Payment Date on which the Rated Notes are redeemed in full, an amount equal to the lower of (without taking into account any principal payment to be made to the Noteholders on such Payment Date):

  (i) 2% of the Initial Principal Amount of the Rated Notes (i.e. Euro 7,760,000.00); and

  (ii) the greater of (1) 4% of the Principal Amount Outstanding of the Rated Notes as of the preceding Payment Date (for the avoidance of doubt after the application of the respective Priority of Payments); and (2) Euro 1,552,000.00 (which is equal to 0.4% Initial Principal Amount of the Rated Notes);

(b) if the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Series 2021-1-B Notes Trigger, in relation to each relevant

Payment Date up to (but excluding) the Payment Date on which the Senior Notes are redeemed in full, an amount equal to the lower of (without taking into account any principal payment to be made to the Noteholders on such Payment Date):

(i) 2% of the Initial Principal Amount of the Senior Notes; and

(ii) the greater of (1) 4% of the Principal Amount Outstanding of the Senior Notes as of the preceding Payment Date (for the avoidance of doubt after the application of the respective Priority of Payments); and (2) Euro 1,232,000.00 (which is equal to 0.4% Initial Principal Amount of the Senior Notes).

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

"**Decree No. 91**" means Italian Law Decree of 24 June 2014 No. 91, published on the Official Gazette on the same date and to be converted into Law within sixty days from its publication on the Official Gazette.

"**Decree No. 145**" means Italian Law Decree of 23 December 2013 No. 145 converted into law by Law No. 9 of 21 February 2014.

"**Decree No. 213**" means Italian Legislative Decree No. 213 of 24 June 1998, as amended and supplemented from time to time and any related regulations.

"**Decree No. 239**" means Italian Legislative Decree No. 239 of 1 April 1996, as amended and supplemented from time to time and any related regulations.

"**Decree No. 350**" means Italian Law Decree No. 350 of 25 September 2001, converted into law with amendments by Law No. 409 of 23 November 2001, as amended and supplemented from time to time.

"**Decree No. 351**" means Italian Law Decree No. 351 of 25 September 2001, as amended and supplemented from time to time.

"**Decree No. 435**" means Italian Legislative Decree No. 435 of 21 November 1997, as amended and supplemented from time to time.

"**Defaulted Lease Contract**" means a Lease Contract with respect to which the relevant Receivables are Defaulted Receivables.

"**Defaulted Receivables**" means any Receivables arising from the Lease Contracts (i) which are terminated as a result of being classified as "Non-Performing Exposures" in accordance with the Credit and Collection Policies, or (b) where there are at least (i) 6 (six) Delinquent Instalments (in case the relevant Lease Contract provides the payment of the Instalments on a monthly basis) or (ii) 2 (two) Delinquent Instalments (in case the relevant Lease Contract provides the payment of the Instalments on a quarterly basis).

"**Delinquent Instalment**" means, in respect of any Receivables which are not Defaulted Receivables, any Instalment which remains unpaid by the related Lessee for 30 days or more after the Scheduled Instalment Date.

"**Delinquent Lease Contracts**" means a Lease Contracts with respect to which there is one or more Delinquent Instalment(s), but which is not a Defaulted Lease Contract.

"**Delinquent Receivables**" means the Receivables which are not Defaulted Receivables and with respect to which there is one or more Delinquent Instalments.

"**Directive 2002/92/EC**" means Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002, as amended and supplemented from time to time.

"**Directive 2014/65/EU**" or "**MiFID II**" means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014, as amended and supplemented from time to time.

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

"**EBA**" means the European Banking Authority established by Regulation (EU) No. 1093/2010 of the European Parliament and of the Council, amending Decision No. 716/2009/EC and repealing Commission Decision 2009/78/EC.

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "Guidelines on the STS criteria for non ABCP securitisation".

"**ECB**" means the European Central Bank.

"**ECB Guidelines**" means the Guidelines (EU) 2015/510 of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy for liquidity and/or open market transactions carried out with the ECB, as subsequently amended, supplemented and replaced from time to time.

"**Effective Date**" means the date on which the purchase by the Issuer of the Portfolio takes effect as indicated in the Transfer Agreement.

"**Eligibility Criteria**" means the eligibility criteria set out in the Annex 2 (*Criteri*) to the Transfer Agreement.

"**Eligible Account**" means each of the Collection Account, the Payments Account and the Debt Service Reserve Account, and "**Eligible Accounts**" means all of them.

"**Eligible Institution**" means any depository institution organised under the laws of any State which is a member of the European Union or of the United States and having at least the following ratings:

(i) with respect to S&P: at least "A-" as a long-term rating by S&P; and

(ii) with respect to Moody's: at least "Baa1" in respect of long-term or "P-2" in respect of short-term bank deposit ratings,

or such other rating being compliant with the S&P and Moody's published criteria applicable from time to time.

"**Eligible Investments**" means any Euro denominated senior (unsubordinated) dematerialised debt security, bank account deposit (including for the avoidance of doubt time deposit) or other debt instrument or the money market funds or repurchase transactions on such debt instruments with the followings characteristics:

(A) with respect to S&P,

(1) the securities or other debt instruments shall be rated, at least as follows: either (i) "AA-" by S&P in respect of long-term debt or "A-1+" by S&P in respect of short-term debt, with regard to investments having a maturity of less than or equal to 365 days, or (ii) "A-1" by S&P in respect of short-term debt, with regard to investments having a maturity equal to 60 days or less; or (iii) such other lower rating being compliant with the S&P's published criteria applicable from time to time; or

(2) the bank account deposits shall be held with an institution whose unsecured and unsubordinated debt obligations are rated at least "A-" in respect of long-term debt by S&P, or having such other lower rating being compliant with the S&P's published criteria applicable from time to time; or

(3) money market funds will be rated "AAAm"; and

(B) with respect to Moody's, the dematerialised debt securities or other debt instruments are issued by, or in the case of bank account deposits or time deposits are held with, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least as follows:

(1) a long term rating of at least"Baa1" or a short term rating of at least "P-2";

(2) money market funds will be rated "Aaa-mf"; or

(3) which has such other rating being compliant with the Moody's published criteria applicable from time to time.

It remains understood that in the case of clauses (A) and (B) above, such Euro denominated senior (unsubordinated) debt security, bank account deposit (including for the avoidance of doubt time deposit) or other debt instrument or repurchase transactions on such debt instruments:

(i) shall be immediately repayable on demand, disposable without penalty, cost or loss or have a maturity not later than the first Business Day immediately preceding each Payment Date in respect of Eligible Investments purchased by using monies pertaining to the immediately preceding relevant Quarterly Collection Period and have, in any case, prior to the redemption in full of the Notes, at any time a fixed principal amount at maturity at least equal to the principal amount invested;

(ii) shall provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount) or in case of repayment or disposal, the principal amount upon repayment or disposal is at least equal to the principal amount invested; or

(iii) in the case of money market funds, such money market funds must permit daily liquidation of investments without penalty, provided that in case of disposal, the principal amount upon disposal is at least equal to the principal amount invested;

provided that,

(I) in no case such investment above shall be made, in whole or in part, actually or potentially, in (A) tranches of other asset-backed securities; or (B) credit-linked notes, swaps or other derivatives instruments, or synthetic securities; or (C) any other instrument not allowed by the European Central Bank monetary policy regulations applicable from time to time for the purpose of qualifying the Class A Notes as eligible collateral;

(II) in case of downgrade below the rating allowed with respect to Moody's or S&P, as the case may be, the Issuer shall:

(a) in case of Eligible Investments being securities or time deposits, sell the securities or terminate in advance the time deposit, if it could be achieved without a loss, otherwise the relevant security or time deposit shall be allowed to mature; or

(b) in case of Eligible Investments being bank deposits, transfer within 30 calendar days the deposits to another account opened in the name of the Issuer with an Eligible Institution;

(III) in any case, if such investments above consisting of repurchase transactions, shall be made only on Euro denominated debt securities or other debt instruments, provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer and the obligations of the relevant counterparty are not related to the performance of the underlying securities, (ii) such repurchase transactions have a maturity date falling not later than the next following Eligible Investments Maturity Date and in any case shorter than 60 days, (iii) within 30 calendar days from the date on which the institution ceases to be an

Eligible Institution, such investment has to be transferred to another Eligible Institution at no costs for the Issuer, and (iv) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount);

(IV) in any case, the Eligible Investments being securities shall be held directly with the Account Bank (excluding, for avoidance of any doubt, sub-custodians) and through Euroclear or Clearstream or other clearing systems and registered in the name of the Issuer.

"**Eligible Investments Maturity Date**" means each day falling on the second Business Day immediately preceding each Payment Date in respect of Eligible Investments purchased by using monies pertaining to the immediately preceding relevant Quarterly Collection Period.

"**Equipment**" means any asset that is not registered in any public register and "**Equipments**" means all of them.

"**ESMA**" means the European Securities and Market Authority.

"**EU Insolvency Regulation**" means

(i) European Council Regulation (EC) No. 1346 of 29 May 2000 with reference to proceedings opened prior to 26 June 2017, and

(ii) European Council Regulation (EU) 848/2015, with reference to proceedings opened after 26 June 2017,

each as amended and supplemented from time to time.

"**EU Securitisation Regulation**" means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, as amended and supplemented from time to time, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No. 1060/2009 and (EU) No. 648/2012.

"**EURIBOR**" means the interest rate offered in the euro-zone interbank market for three months deposits in Euro, which appears on the Bloomberg Page EUR0003M page at on/or about 11.00 a.m. (Brussels time) or (A) such other page as may replace the Bloomberg Page EUR0003M page on that service for the purpose of displaying such information or (B) if that service ceases to display such information on such equivalent service as may replace the Bloomberg Page EUR0003M.

"**Euro, € and cents**" refer to the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, inter alia, the Single European Act 1986, the Treaty of the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

"**Euroclear**" means Euroclear Bank S.A./N.V, with registered office at 1 Boulevard du Roi Albert II, B - 1210 Brussels, as operator of the Euroclear System.

"**Euro-Zone**" means the region comprised of member states of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

"**European DataWarehouse**" means European DataWarehouse GmbH, acting as data repository pursuant to article 10 of the Securitisation Regulation.

"**Expenses**" means, any documented fees, costs, expenses and taxes required to be paid to any third party (other than the Noteholders and the Other Issuer Creditors) arising in connection with the

Securitisation and any other costs, taxes and expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation.

"**Expenses Account**" means the Euro denominated account with No. 14107213, ABI 03266 and CAB 61620, IBAN IT32X0326661620000014107213, established by the Issuer with Banca FININT out of which the Expenses will be paid pursuant to the Transaction Documents.

"**ExtraMOT PRO**" means the professional segment of ExtraMOT the multilateral trading facility managed by Borsa Italiana.

"**Extraordinary Resolution**" means a resolution of a Meeting of the Relevant Class of Noteholders, duly convened and held in accordance with the provisions of the Rules, that has been passed at the Relevant Fraction (each such term as defined in the Rules of the Organisation of the Noteholders).

"**FCG Guarantee**" means the State's guarantee provided by Italian law No. 662 of 23 December 1996 which established the Fondo di Garanzia del Mediocredito Centrale also pursuant to the provisions of article 56, Italian Law Decree No. 18 of 17 March 2020 (as amended by Italian law No. 27 of 24 April 2020) and/or by Italian Law Decree No. 23 of 8 April 2020 (as amended by Italian Law No. 40 of 5 June 2020).

"**Final Maturity Date**" means the Payment Date falling in October 2050.

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

"**First Payment Date**" means 22 April 2022.

"**Fondo di Garanzia Centrale**" or "**Fondo di Garanzia per le PMI**" means the guarantee fund established at Mediocredito Centrale S.p.A. pursuant to Law No. 662 of 23 December 1996.

"**FSA**" means the government agency that regulates investment business in the United Kingdom as required by Financial Services and Markets Act issued in the United Kingdom.

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

"**Further Securitisation**" means any further securitisation transaction which may be carried out by the Issuer pursuant to the Securitisation Law and in accordance with the Transaction Documents.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

"Gross Cumulative Default Ratio" means, in relation to each Quarterly Collection Period, the percentage equivalent to the fraction of:

(a) the Outstanding Amount of all Lease Contracts comprised in the Portfolio which have become Defaulted Lease Contracts during the period from the Valuation Date up to the last day of each such Quarterly Collection Period

divided by

(b) the Initial Outstanding Amount of the Collateral Portfolio.

"**Guarantor**" means each person, other than the Lessee, who has granted any security in favour of the Originator in respect of any Receivables, or its permitted successors or assignees and "Guarantors" means each all of them.

"**Hypo Vorarlberg**" means Hypo Vorarlberg Leasing S.p.A., a limited liability joint stock company incorporated in the Republic of Italy, whose registered office is at Via Galileo Galilei No. 10/H, 39100 Bolzano, Italy, Fiscal Code and enrolment with the Companies Register of Bolzano No. 00731230215, subject to the activity of direction and coordination ("*l'attività di direzione e coordinamento*") of Hypo

Vorarlberg Bank AG registered under No. 9355 with the General Register held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act.

"**Hypo Vorarlberg Bank AG**", means a bank incorporated in the Republic of Austria, whose registered office is at Hypo - Passage No. 1, 6900 Bregenz, Republic of Austria, Fiscal Code/USt-ID No. ATU36738508, enrolment with the Austrian companies register at the Regional Court (*Landesgericht*) of Feldkirch under No. 145586y.

"**HVL Bolzano 2**" means HVL Bolzano 2 S.r.l., a limited liability company incorporated in the Republic of Italy under the Securitisation Law, whose registered office is at Via Vittorio Alfieri, No. 1, 31015 Conegliano (Treviso), Italy, registered with the Register Company of Treviso – Belluno under No. 05129380266 and the register of special purpose vehicles held by the Bank of Italy pursuant to the regulation issued by the Bank of Italy on 35858.0.

"**Increased Instalment Purchase Price**" means the purchase price to be paid by the Issuer to the Originator in respect of the increase of the Instalments in accordance with the terms and conditions of the Transfer Agreement.

"**Index Rate**" means the base component of the interest rate applicable to the Lease Contract.

"**Individual Increased Instalment Purchase Price**" has the meaning ascribed to it in Clause 3.1.3 of the Transfer Agreement.

"**Individual Purchase Price**" has the meaning ascribed to it in Clause 3.1.1 of the Transfer Agreement.

"**Information Memorandum**" means the information memorandum prepared pursuant to Article 2 of the Securitisation Law with regard to the issue of the Notes.

"**Initial Interest Period**" means the first Interest Period, that shall begin on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Outstanding Amount**" means, in respect of each Lease Contract, the Outstanding Amount on the Valuation Date.

"**Initial Principal Amount**" means the initial Outstanding Principal Amount of each Note as of the Issue Date.

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

(a) such company or corporation has become subject to any applicable bankruptcy, liquidation, administration, insolvency, composition or reorganisation, or is failing or is likely to fail pursuant to article 17 of Legislative Decree No. 180 of 16 November 2015 (if applicable), or has entered into a "*concordato*" with its creditors or other debt restructuring arrangements (including, without limitation, "*fallimento*", "*liquidazione coatta amministrativa*", "*concordato preventivo*" and "*amministrazione straordinaria*", each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of any jurisdiction in which such company or corporation is deemed to carry on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings, including any analogous procedures, agreements or plans introduced or amended by the Italian Legislative Decree no. 14/2019 (*Codice della crisi d'impresa e dell'insolvenza*), or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a pignoramento or similar procedure having a similar effect (other than in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the opinion of the Representative of the Noteholders, such proceedings are being disputed in good faith with a reasonable prospect of success; or

(b) an application for the commencement of any of the proceedings under (a) above is made in respect of or by such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the opinion of the Representative of the Noteholders, the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(c) such company or corporation takes any action for a re-adjustment of deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or

(d) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders, provided that, in case of merge between two or more solvent companies that are part of the Hypo Landesbank Vorarlberg banking group, the approval in writing by the Representative of the Noteholders shall not be necessary) or any of the events under Article 2484 of the Italian civil code occurs with respect to such company or corporation.

"**Instalment**" means each instalment due from Lessees under the Lease Contracts the Receivables of which have been assigned under the terms of the Transfer Agreement.

"**Insurance Policy**" means any policy of insurance executed by a Debtor or the Originator in relation to or in connection with a Lease Contract, including, without limitation, insurance policies against risks to the Assets in order to secure the repayment of any amount due in relation to the relating Receivables and "Insurance Policies" means all of them.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on or about the Signing Date between the Issuer, the Originator, the Representative of the Noteholders, the Account Bank, the Paying Agent, the Computation Agent, the Cash Manager, the Servicer, the Back-Up Servicer Facilitator, the Corporate Servicer as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Amount**" means the amount of interest payable on each Note in respect of each Interest Period.

"**Interest Determination Date**" means, with respect to the Initial Interest Period, the date falling two Business Days prior to the Issue Date and, with respect to each subsequent Interest Period, the date falling two Business Days prior to the Payment Date at the beginning of such Interest Period.

"**Interest Instalment**" means, the interest component of each Instalment.

"**Interest Period**" means each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Intex Platform**" means a platform for the integrated management of the Receivables denominated 'Intex Platform' managed and provided by Intex Solution Inc.

"**Investors' Report**" means the report prepared on or prior to the Investors' Report Date setting out certain information with respect to the Notes which shall be delivered by the Computation Agent to the Issuer, the Senior Notes Subscriber, the Mezzanine and Junior Notes Subscriber, the Representative of the Noteholders, the Servicer, the Corporate Servicer and the Paying Agent.

"**Investors Report Date**" means the 5th (fifth) Business Day after each Payment Date.

"**IRAP**" means the regional tax on productive activities.

"**IRES**" means *imposta sul reddito delle società* applied on the corporate taxable income.

"**Issue Date**" means 17 December 2021.

"**Issue Price**" means, in relation to the Notes of each Series, 100% of their principal amount upon issue.

"**Issuer**" means HVL Bolzano 2 S.r.l..

"**Issuer Available Funds**" has the meaning ascribed to it in the Terms and Conditions.

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

"**Italian Bankruptcy Law**" means the Royal Decree No. 267 of 16 March 1942, as subsequently amended and supplemented from time to time.

"**Junior Noteholders**" means the persons who are, at any time, the holders of the Series 2021-1-C Notes and "Junior Noteholder" means any of them.

"**Junior Notes**" means the Series 2021-1-C Notes.

"**Junior Notes Conditions**" means the terms and conditions of the Junior Notes, as from time to time modified in accordance with the provisions herein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Junior Notes Remuneration**" means the amount due and payable by the Issuer to the Junior Noteholders on each Payment Date under the Junior Notes Conditions, equal to the residual amount of the Issuer Available Funds (if any) after all other payments under the applicable Priority of Payments have been made in full.

"**Junior Notes Subscriber**" means Hypo Vorarlberg Leasing S.p.A.

"**Junior Notes Subscription Agreement**" means the subscription agreement in relation to the Junior Notes executed on or about the Issue Date between the Issuer, the Representative of the Noteholders and Hypo Vorarlberg, as Originator and Junior Notes Subscriber, as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Lease**" means each financial leasing granted by the Originator to a Lessee, the Receivables in respect of which have been transferred by the Originator to the Issuer pursuant to the Transfer Agreement and "**Leases**" means all of them.

"**Lease Contract**" means each financial leasing agreement between the Originator and a Lessee for the lease of an Asset (as subsequently amended and supplemented), from which the Receivables comprised in the Portfolio (as selected pursuant to the Eligibility Criteria) arise and "Lease Contracts" means all of them.

"**Lease Contract classified as Non-performing exposure past due and impaired 180**" means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Unlikely to Pay, in relation to which the relevant Debtor has credit exposures past due and/or impaired from over 180 days and which exceed a preset materiality threshold equal to the ratio expired/exposure >5%.

"**Lease Contract classified as Sofferenza**" means a Lease Contract in relation to which the relevant Debtor is in a state of insolvency or similar situations, and the credit exposure to such Debtor has been classified as "sofferenza" in accordance with the Bank of Italy Circular No. 217/1996.

"**Lease Contract classified as Unlikely to Pay**" means a Lease Contract, other than a Lease Contract classified as Sofferenza and from a Lease Contract classified as Non-performing exposure

past due and impaired 180, with credit exposures vis-à-vis the relevant Debtor for which Hypo Vorarlberg considers unlikely that, without recourse to actions such as the enforcement of collaterals, the Debtor may fully fulfill its payment obligations (principal and/or interest) arising from the relevant Lease Contract and which have been classified as "*inadempienza probabile* (unlikely to pay)" in accordance with the Bank of Italy Circular No. 217/1996.

"**Leasing Rate**" means the nominal rate of interest applicable to any Lease Contract on an annual basis.

"**Legal Rate**" means the rate of interest stated in accordance with article 1284 of the Italian civil code.

"**Lessees**" means the parties which have signed the Lease Contracts with the Originator, and "**Lessee**" means each of them.

"**Letter of Undertakings**" means the letter of undertakings entered into on or about the Signing Date between the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Limited Recourse Loan**" means the loan to be granted by Hypo Vorarlberg to the Issuer as provided for by Clause 4.1 of the Warranty and Indemnity Agreement.

"**Master Definitions Agreement**" means this agreement, as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Meeting**" has the meaning ascribed to it in Article 2.2 of the Rules of the Organisation of the Noteholders.

"**Mezzanine Noteholders**" means the persons who are, at any time, the holders of the Mezzanine Notes and "Mezzanine Noteholder" means any of them.

"**Mezzanine Notes**" means the Series 2021-1- B Notes.

"**Mezzanine Notes Conditions**" means the terms and conditions of the Mezzanine Notes, as from time to time modified in accordance with the provisions herein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Mezzanine Notes Subscriber**" means Hypo Vorarlberg Leasing S.p.A..

"**Mezzanine Notes Subscription Agreement**" means the subscription agreement in relation to the Mezzanine Notes executed on or about the Issue Date between the Issuer, the Representative of the Noteholders and Hypo Vorarlberg, as Originator and Mezzanine Notes Subscriber, as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Monte Titoli**" means Monte Titoli S.p.A., having its registered office at Piazza Affari, No. 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 depository banks appointed by Euroclear and Clearstream.

"**Monthly Collection Period**" means each period of one month commencing on (and including) the first calendar day of each month and ending respectively on (and including) the last calendar day of each month and in the case of the first Monthly Collection Period, commencing on the Valuation Date and ending on (and including) 31 December 2021.

"**Monthly Servicer's Report**" means the report prepared in accordance Clause 5.1(a) and the Annex 1 of the Servicing Agreement.

"**Monthly Servicer's Report Date**" means the 5th (fifth) Business Day of each month of each year, provided that the first Monthly Servicer's Report Date will be the 10 January 2022.

"**Moody's**" means Moody's Italia S.r.l.

"**Most Senior Class of Notes**" means the Class of Notes outstanding which ranks highest in accordance with the applicable Priority of Payments.

"**Negative Adjustment**" means in relation to each Receivable, any additional amount (if any) to be paid to the Lessee as consequence of any decrease in the Index Rate applicable from time to time to the Lease Contracts according to the terms thereof.

"**Net Cumulative Default Ratio**" means, in relation to each Quarterly Collection Period, the percentage equivalent to the fraction of:

(a) the Outstanding Amount of all Lease Contracts comprised in the Portfolio which have become Defaulted Lease Contracts during the period from the Valuation Date up to the last day of each such Quarterly Collection Period

minus

the Recoveries in respect of such Defaulted Lease Contracts;

divided by

(b) the Initial Outstanding Amount of the Collateral Portfolio.

"**Non-Performing Exposures**" means the "*sofferenze*", the "*inadempienze probabili*" and the "*esposizioni scadute e/o sconfinanti deteriorate*", as classified in the Circular of the Bank of Italy No. 272 of 30 July 2008, as subsequently amended, modified or supplemented from time to time.

"**Noteholders**" means the holders of the Senior Notes, the Mezzanine Notes and the Junior Notes, collectively, and "**Noteholder**" means any of them.

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

"**Official Gazette**" means the Gazzetta Ufficiale della Repubblica Italiana.

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

"**Originator**" means Hypo Vorarlberg Leasing S.p.A..

"**Other Issuer Creditors**" means the Originator, the Servicer, the Back-Up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Representative of the Noteholders, the Account Bank, the Paying Agent, the Computation Agent, the Cash Manager, the Sole Quotaholder, the Mezzanine Notes Subscriber, the Junior Notes Subscriber and the Senior Notes Subscriber and any other Issuer creditor which, from time to time, will accede to the Intercreditor Agreement.

"**Outstanding Amount**" means, on any relevant date and with respect to each Receivable, the sum of: (i) all Principal Instalments due on any subsequent Scheduled Instalment Date, (ii) all Principal Instalments due but unpaid on such date and (iii) Accrued Interest thereon as at that date.

"**Outstanding Balance**" means, on any given date and in relation to any Receivable, the sum of the Outstanding Amount and the Interest Instalments due but unpaid as at that day and any outstanding penalties for accrued and unpaid Instalments with respect thereto.

"**Outstanding Principal**" means, on any given date and in relation to each Receivable, the sum of all Principal Instalments due on any subsequent Scheduled Instalment Date.

"**Paying Agent**" means BNP Paribas Securities Services, Milan Branch or any other person acting as paying agent pursuant to the Cash Allocation, Management and Payment Agreement from time to time.

"**Paying Agent Report**" means the report setting out certain information in respect of certain calculations to be made on the Notes pursuant to the Cash Allocation, Management and Payments Agreement.

"**Payment Date**" means the First Payment Date and, thereafter, the 22nd (twenty second) day of January, April, July and October of each year or, if such day is not a Business Day, the immediately following Business Day.

"**Payments Account**" means the Euro denominated account with No. 802534301, ABI 03479 and CAB 01600, IBAN IT 48 N 03479 01600 000802534301 opened in the name of the Issuer which will be held by the Account Bank, for the deposit of all the amounts received by the Issuer pursuant to the Transaction Documents.

"**Payments Report**" means the report setting out all the payments to be made on the following Payment Date under the applicable Priority of Payments which shall be delivered by the Computation Agent to the Issuer, the Representative of the Noteholders, the Servicer, the Account Bank, the Corporate Servicer and the Paying Agent on or prior to each Calculation Date, pursuant to the Cash Allocation, Management and Payment Agreement.

"**Payments Report Date**" means the date which falls 3 Business Days prior to each Payment Date.

"**Person(s)**" means any natural person, partnership, corporation, company, limited liability company, trust, estate, joint-stock partnership or company, joint venture, governmental entity, unincorporated organisation or other entity or association.

"**Pool**" means Pool Equipment or Pool Real Estate, as the case may be.

"**Pool Delinquency Ratio**" means, with respect to each Pool and in relation to each Quarterly Collection Period and each Pool, the percentage equivalent to the fraction: (a) the numerator of which is the Outstanding Amount of the Delinquent Lease Contracts of such Pool comprised in the Portfolio as of the last day of each such Quarterly Collection Period; and (b) the denominator of which is the Outstanding Amount of all Lease Contracts of such Pool comprised in the Portfolio as of the last day of each such Quarterly Collection Period.

"**Pool Default Ratio**" means, with respect to each Pool and in relation to each Quarterly Collection Period, the ratio equivalent to the fraction: (i) the numerator of which is the Outstanding Amount of the Receivables which have become Defaulted Receivables during such Quarterly Collection Period, and (ii) the denominator of which is the Average Pool Outstanding Amount calculated as of such Quarterly Collection Period.

"**Pool Equipment**" those Receivables arising out of Lease Contracts the related Assets of which are Equipments.

"**Pool Real Estate**" those Receivables arising out of Lease Contracts the related Assets of which are Real Estate Assets.

"**Pool Outstanding Amount**" means, in relation to a certain date and to a certain Pool, the sum of the Outstanding Amount of all the Receivables included in such Pool and comprised in the Collateral Portfolio.

"**Portfolio**" means the portfolio of Receivables purchased by the Issuer from the Originator pursuant to the Transfer Agreement.

"**Positive Adjustment**" means in relation to each Receivable any additional amount (if any) to be paid by the Lessee as consequence of any increase in the Index Rate applicable from time to time to the Lease Contracts according to the terms thereof.

"**Post-Enforcement Priority of Payments**" means the priority of payments applicable after the service of a Trigger Notice, as set forth in Condition 6.2 (Post-Enforcement Priority of Payments).

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

"**Post Trigger Report Date**" means the date on which the Computation Agent shall, on each Monthly Calculation Date or upon the request of the Representative of the Noteholders, calculate and prepare a Post Trigger Report.

"**Pre-Enforcement Priority of Payments**" means the priority of payments applicable before the service of a Trigger Notice, as set forth in Condition 6.1 (*Pre-Enforcement Priority of Payments*).

"**Prepayment Amount**" means in relation to a Lease Contract, the amount payable to the Originator by the relevant Lessee upon the early termination of such Lease Contract, amount which is equal to the sum of (a) all the accrued and unpaid Instalments plus any penalties; and (b) the nominal value of all the Instalments not yet due and of the Residual Optional Instalment, discounted at a rate which is not higher than the Leasing Rate applicable to the relevant Lease Contract.

"**Principal Amount Outstanding**" means, on any date, in respect of any Note, the nominal principal amount of such Note as of the Issue Date, less the aggregate amount of all principal payments in respect of such Note that have been made prior to such date, in accordance with the applicable Priority of Payments.

"**Principal Instalment**" means the principal component of each Instalment.

"**Priority of Payments**" means, collectively, (a) the Pre-Enforcement Priority of Payments and (b) the Post-Enforcement Priority of Payments.

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

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

"**Purchase Price**" means the consideration payable in respect of the Portfolio, being equal to the sum of all the Individual Purchase Price of each Receivable comprised in the Portfolio.

"**Purchaser**" means HVL Bolzano 2 S.r.l.

"**Quarterly Collection Period**" means each quarterly period commencing on (and including) the 1st (first) day of January, April, July and October of each year and ending respectively on (and including) 31 March, 30 June, 30 September and 31 December of each year; provided that the first Quarterly Collection Period shall commence on the Valuation Date and end on (and including) 31 March 2022.

"**Quarterly Servicer's Report**" means the report prepared pursuant to Clause 5.1(b) and the Annex 2 of the Servicing Agreement.

"**Quarterly Servicer's Report Date**" means the 9th (nineth) Business Day of January, April, July and October of each year, provided that the first Quarterly Servicer's Report Date will be the 9th (nineth)Business Day of April 2022.

"**Quota Capital Account**" means the Euro denominated account with No. 14075022, ABI 03266 and CAB 61620, IBAN IT86D0326616200000014075022, established by the Issuer with Banca FININT, into which the quota capital of the Issuer is deposited.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of the Notes determined pursuant to Condition 7.2 (*Interest and Junior Remuneration – Rate of Interest on the Rated Notes*).

"**Rated Noteholders**" means the persons who are, at any time, the holders of the Rated Notes and Rated Noteholders means any of them.

"**Rated Notes**" means the Senior Notes and the Mezzanine Notes, collectively.

"**Rated Notes Conditions**" means the Senior Notes Conditions and the Mezzanine Notes Conditions.

"**Rating Agency**" means each of Moody's and S&P and "**Rating Agencies**" shall be construed accordingly.

"**Real Estate Assets**" means any real estate asset which is the subject of a Lease Contract.

"**Receivables**" means each and every claim arising under the Lease Contracts (as, novated from time to time) and each contract, act, agreement of document relating to them, including, but not limited to:

(a) the Instalments;

(b) the Adjustments;

(c) the Agreed Anticipated Prepayments;

(d) any default interest;

(e) any penalty payment, including payments due by the Lessees upon early termination of the Lease Contract;

(f) any indemnities amount related to the receivables under letter from (a) to (e) above (included) paid pursuant to any Insurance Policies in respect of which the Originator is beneficiary and other amounts received under any Collateral Securities related to the Lease Contracts;

but excluding, in any case:

(1) the amounts due as VAT in relation to the Instalments, any tax burden due by the Lessees and the amounts paid by the Lessees in respect of the premia of the Insurance Policies relating to the Assets and all the other costs related to the collection of the Receivables, as indicated in the invoice relating to the Instalments;

(2) the Residual Optional Instalment; and

(3) the amounts due by the Lessee upon exercise of the option to purchase the Asset as provided for in the relevant Lease Contract.

"**Recoveries**" means any amount recovered in respect of Defaulted Receivables (starting from the date on which the respective Lease Contract became a Defaulted Lease Contract).

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

"**Regulation 13 August 2018**" means the regulation, regarding post-trading systems, issued by the Bank of Italy and the CONSOB on 13 August 2018, as subsequently amended and supplemented from time to time.

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

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

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

"**Relevant Margin**" means, in respect of the Series 2021-1-A Notes, a margin of 0.80 per cent. per annum and, in respect of the Series 2021-1-B Notes, a margin of 1.10 per cent. per annum.

"**Renegotiations**" means any renegotiations of the Lease Contract carried out by the Servicer under the Servicing Agreement.

"**Reporting Entity**" means Hypo Vorarlberg or any other person acting as Reporting Entity, designated under the Intercreditor Agreement, that will act pursuant to and for the purposes of Article 7(2) of the EU Securitisation Regulation.

"**Representative of the Noteholders**" means Banca FININT or any other entity acting as Representative of the Noteholders pursuant to the Terms and Conditions.

"**Repurchase Option**" means the option granted to the Originator to repurchase the Portfolio pursuant to the terms and conditions of the Intercreditor Agreement.

"**Residual Optional Instalment**" means the residual price (*riscatto*) due from a Lessee at the end of the contractual term of a Lease Contract if the Lessee elects to exercise its option to purchase the related Asset.

"**Retention Amount**" means (A) on the Issue Date and on each Payment Date, the difference between Euro 20,000 and the amount standing to the balance of the Expenses Account; and (B) on the Final Maturity Date or, if earlier, the Payment Date on which the Notes will be redeemed in full, zero.

"**Rules of the Organisation of the Noteholders**" means the rules of the organisation of the Noteholders, attached to the Terms and Conditions and forming an integral part thereof.

"**S&P**" means Standard & Poor's Credit Market Services Italy S.r.l., a division of the McGraw Hill Companies.

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

"**Scheduled Instalment Date**" means any date on which an Instalment is due under the relevant Lease Contract.

"**Secured Documents**" means the Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation, Management and Payment Agreement, the Intercreditor Agreement, the Stichting Corporate Services Agreement, the Letter of Undertakings, the Corporate Services Agreement, the Senior Notes Subscription Agreement, the Mezzanine Notes Subscription Agreement, Junior Notes Subscription Agreement and the Terms and Conditions of the Notes.

"**Secured Obligations**" means all of the Issuer's obligations *vis-à-vis* the Secured Creditors under the Notes and the Transaction Documents.

"**Securities Account**" means the account that will eventually held with the Account Bank (or by another Eligible Institution) for the deposit of the Eligible Investments (in so far as such investments can be deposited in such account), which are in the form of debt securities or other financial instruments, deriving from the investment of funds standing from time to time to the balance of the Collection Account, the Payment Account and the Debt Service Reserve Account, in accordance with the terms of the Cash, Allocation and Payment Agreement.

"**Securities Account Report**" means the report setting out the details of all investments made which shall be delivered by the Eligible Institution helding the Securities Account to the Issuer, the Representative of the Noteholders, the Corporate Servicer, the Computation Agent and the Cash Manager, pursuant to the Cash Allocation, Management and Payment Agreement.

"**Securities Act**" means the U.S. Securities Act of 1933, as subsequently amended and supplemented.

"**Securitisation**" means the securitisation of the Receivables made by HVL Bolzano 2 S.r.l. through the issuance of the Notes.

"**Securitisation Law**" means Italian Law No. 130 of 30 April 1999 (*Legge sulla cartolarizzazione dei crediti*), as subsequently amended and supplemented from time to time.

"**Securitisation Repository**" means the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation as notified by the Issuer to the investors in the Notes.

"**Senior Noteholders**" means the persons who are, at any time, the holders of the Senior Notes and "Senior Noteholder" means any of them.

"**Senior Notes**" means the Series 2021-1-A Notes.

"**Senior Notes Conditions**" means the terms and conditions of the Senior Notes, as from time to time modified in accordance with the provisions herein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Senior Notes Subscriber**" means Hypo Vorarlberg Leasing S.p.A..

"**Senior Notes Subscription Agreement**" means the subscription agreement in relation to the Senior Notes executed on or about the Issue Date between, inter alios, the Issuer, the Representative of the Noteholders, Hypo Vorarlberg, as Originator and the Senior Notes Subscriber, as from time to time modified in accordance with the provisions therein contained and including any agreement, deed or other document expressed to be supplemental thereto.

"**Series 2021-1-A Notes**" means the Euro 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050.

"**Series 2021-1-B Notes**" means the Euro 80,000,000 Series 2021-1-B Asset Backed Floating Rate Notes due October 2050.

"**Series 2021-1-B Notes Trigger**" means the 24%.

"**Series 2021-1-C Notes**" means the Euro 87,700,000 Series 2021-1-C Asset Backed Notes due October 2050.

"Series 2021-1-A Repayment Amount" means, as of the relevant Payment Date:

(a) in the event that no Acceleration Event has occurred, an amount equal to the lower of:

(i) the Principal Amount Outstanding of the Series 2021-1-A Notes on the day following the immediately preceding Payment Date; and

(ii) the Aggregate Notes Formula Redemption Amount; or

(b) in the event that an Acceleration Event has occurred, the Principal Amount Outstanding in respect of the Series 2021-1-A Notes.

"Series 2021-1-B Repayment Amount" means, as of the relevant Payment Date:

(a) in the event that no Acceleration Event has occurred, an amount equal to the lower of:

(i) the Principal Amount Outstanding of the Series 2021-1-B Notes on the day following the immediately preceding Payment Date; and

(ii) the Aggregate Notes Formula Redemption Amount less the Series 2021-1-A Repayment Amount; or

(b) in the event that an Acceleration Event has occurred, the Principal Amount Outstanding in respect of the Series 2021-1-B Notes.

"Series 2021-1-C Repayment Amount" means, as of the relevant Payment Date:

(a) in the event that no Acceleration Event has occurred, an amount equal to the lower of:

(i) the Principal Amount Outstanding of the Series 2021-1-C Notes on the day following the immediately preceding Payment Date; and

(ii) the Aggregate Notes Formula Redemption Amount less the Series 2021-1-A Repayment Amount and the Series 2021-1-B Repayment Amount; or

(b) in the event that an Acceleration Event has occurred, the Principal Amount Outstanding in respect of the Series 2021-1-C Notes.

"**Servicer**" means Hypo Vorarlberg or any other person acting as Servicer pursuant to the Servicing Agreement from time to time.

"**Servicer's Fee**" means the fee that each time is due to the Servicer under article 9.1 (*Compenso*) of the Servicing Agreement.

"**Servicer's Report Date**" means the Monthly Servicer's Report Date or the Quarterly Servicer's Report Date as the case may be.

"**Servicer Termination Event**" means any event ascribed in the Servicing Agreement for which the Issuer may terminate the Servicer's appointment and appoint a successor servicer.

"**Servicer Termination Notice**" means the notice to be sent by the Issuer or the Representative of the Noteholders following a Servicer Termination Event, in accordance with the provisions of the Servicing Agreement.

"**Servicing Agreement**" means the servicing agreement entered into on 30 November 2021 between the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Signing Date**" means 16 December 2021.

"**Sole Director**" means any person appointed from time to time as sole director (*amministratore unico*) of the Issuer in accordance with the Issuer's statutory documents (*statuto*).

"**Sole Quotaholder**" means Stichting Amalfi Coast S.r.l..

"**Stichting Amalfi Coast**" means a stichting with sole quotaholder incorporated under the laws of The Netherlands, with register office at LocatelliKade, No. 1, 1076AZ, Amsterdam, The Netherlands,

enrolled with the Netherlands Chamber of Commerce No. 80761674, Italian fiscal code No. 91048620263.

"**Stichting Corporate Services Agreement**" means the stichting corporate services agreement entered between the Issuer, the Originator, Wilmington Trust SP Services (London) e Stichting Amalfi Coast relating to certain corporate administrative services provided by the Stichting Corporate Services Provider, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Stichting Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited.

"**STS-securitisation**" means a securitisation meeting the requirements of articles 19 to 22 of the Securitisation Regulation.

"**STS Notification**" means the notification made by the Originator to ESMA in accordance with article 27 of the Securitisation Regulation explaining how the Securitisation meets the STS Requirements.

"**STS Requirements**" means the requirements for simple, transparent and standardised non-ABCP securitisations provided for by articles 19 to 22 of the Securitisation Regulation.

"**Subscribers**" or "**Underwriters**" means the Junior Notes Subscriber, the Mezzanine Notes Subscriber and the Senior Notes Subscriber, collectively.

"**Subscription Agreements**" means the Senior Notes Subscription Agreement, the Mezzanine Notes Subscription Agreement and the Junior Notes Subscription Agreement, collectively.

"**Surveillance Report**" means the report prepared by the Rating Agencies related to the Rated Notes as required by the European Central Bank and/or the documentation of the European Central Bank on monetary policy instruments and procedures of the Eurosystem.

"**Tax Event**" has the meaning ascribed to it in Condition 8.4 (*Redemption for Taxation*).

"**Terms and Conditions**" means the Rated Notes Conditions and the Junior Notes Conditions.

"Transaction Documents" means:

(i) the Transfer Agreement (*Contratto di Cessione*);

(ii) the Warranty and Indemnity Agreement (*Contratto di Garanzia e Indennizzo*);

(iii) the Servicing Agreement (*Contratto di Servicing*);

(iv) the Intercreditor Agreement;

(v) the Cash Allocation, Management and Payment Agreement (*Contratto di Allocazione, Gestione e Pagamento della Liquidità*);

(vi) the Corporate Services Agreement (*Contratto di Servizi Amministrativi*);

(vii) the Stichting Corporate Services Agreement;

(viii) the Letter of Undertakings (*Lettera di Impegni*);

(ix) the Senior Notes Subscription Agreement;

(x) the Mezzanine Notes Subscription Agreement,

(xi) the Junior Notes Subscription Agreement,

(xii) the Master Definitions Agreement,

(xiii) the Information Memorandum,

(xiv) the Terms and Conditions, and

and any other deed, act, document or agreement executed in the context of the Securitisation.

"**Transfer Agreement**" means the transfer agreement entered into between the Issuer and the Originator on 30 November 2021, as from time to time modified, and including any agreement or other document expressed to be supplemental thereto.

"**Transfer Date**" means 30 November 2021.

"**Transparency Investors' Report**" means the report setting out all information required to comply with Article 7(1)(e), 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, which shall be delivered by the Servicer to the Reporting Entity, pursuant to the Intercreditor Agreement.

"**Transparency Lease Report**" means the report setting out all information with respect to the Notes required to comply with Article 7(1)(a) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, which shall be delivered by the Servicer to the Reporting Entity, pursuant to the Servicing Agreement.

"**Transparency Report Date**" means the 18th (eighteenth) day of February, May, August and November or, if such day is not a Business Day, the immediately preceding Business Day, by which date the Servicer shall prepare the Transparency Investors' Report and the Transparency Lease Report.

"**Transparency Lease Report Date**" means the Transparency Report Date.

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

"**Trigger Notice**" means the notice served by the Representative of the Noteholders following the occurrence of a Trigger Event, as defined in Condition 13.2 (*Trigger Notice*).

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

"**Usury Law**" means collectively Italian Law No. 108 of 7 March 1996, as modified and amended and Italian Law No. 24 of 28 February 2001, which has converted into law the Usury Law Decree.

"**Valuation Date**" means 16 November 2021 at 23:59 Italian time.

"**Volcker Rule**" means the provision under the Dodd-Frank Act which restricts the ability of banking entities to sponsor or invest in private equity or hedge funds or to engage in certain proprietary trading activities involving securities, derivatives, commodity futures, and options on those instruments for their own account.

"**Warranty and Indemnity Agreement**" means the warranty and indemnity agreement entered into on 30 November 2021 by the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Wilmington Trust SP Services (London) Limited**" means Wilmington Trust SP Services (London) Limited, a private limited liability company incorporated under the laws of England and Wales, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom.

3. FORM, DENOMINATION AND TITLE

3.1 Form

The Notes will be issued in bearer form and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders. The Notes will be wholly and exclusively deposited with Monte Titoli in accordance with Article 83-*bis* and following of the Financial Laws Consolidated Act and Regulation 13 August 2018.

3.2 **Title**

The Notes will be accepted for clearance by Monte Titoli with effect from the Issue Date. The Notes will at all times be in book entry form and title to the Notes will be evidenced by book entry in accordance with the provisions of (i) Article 83-*bis* of the Financial Laws Consolidated Act; and (ii) Regulation 13 August 2018. No physical document of title will be issued in respect of the Notes.

3.3 **Denomination**

The Notes are issued in the denomination of Euro 100,000.

4. STATUS, PRIORITY AND SEGREGATION

4.1 **Status**

The Notes constitute limited recourse obligations of the Issuer and, accordingly, the extent of the obligation of the Issuer to make payments under the Notes is limited to the amounts received or recovered by the Issuer in respect of the Portfolio and the Issuer's Rights and is subject to payment of the amounts required under the applicable Priority of Payments to be paid in priority to or *pari passu* with the Notes. By holding Notes the Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and are deemed to accept the consequences thereof, including (but not limited to) the provisions of Article 1469 of the Italian Civil Code.

4.2 **Segregation**

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

4.3 **Ranking**

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

4.4 **Conflict of interests**

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

(a) different Classes of Noteholders, then the Representative of the Noteholders is required to have regard to the interests of the Most Senior Class of Noteholders only; and

(b) the Noteholders and of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders.

4.5 **Amendments to the Transaction Documents**

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

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

5. COVENANTS

5.1 Covenants by the Issuer

For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save with the prior written consent of the Representative of the Noteholders, or as provided in or contemplated by any of the Transaction Documents:

5.1.1 *Negative pledge*

create or permit to subsist any Security Interest whatsoever over the Portfolio or any part thereof or over any of its other assets (save for any Security Interest created in connection with any Further Securitisation and to the extent that such Security Interest is created over assets which form part of the segregated assets of such Further Securitisation) or sell, lend, part with or otherwise dispose of all or any part of the Portfolio or any of its other assets; or

5.1.2 *Restrictions on activities*

(a) engage in any activity whatsoever which is not incidental to or necessary in connection with any Further Securitisation or with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage; or

(b) have any *società controllata* (as defined in Article 2359 of the Italian Civil Code) or any employees or premises; or

(c) at any time approve or agree or consent to any act or thing whatsoever which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents, or do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents; or

(d) become the owner of any real estate asset; or

5.1.3 *Dividends or distributions*

pay any dividend or make any other distribution or return or repay any equity capital to its quotaholders, or increase its capital, save as required by the applicable law; or

5.1.4 *De-registrations*

ask for de-registration from the register of the *Società Veicolo* held by Bank of Italy, for as long as the Securitisation Law, the Consolidated Banking Act or any other applicable law or regulation requires an issuer of notes issued under the Securitisation Law or companies incorporated pursuant to the Securitisation Law to be registered therein; or

5.1.5 *Borrowings*

incur any indebtedness in respect of borrowed money whatsoever (save for any indebtedness to be incurred in relation to any Further Securitisation) or give any guarantee, indemnity or security in respect of indebtedness or of any obligation of any person or entity; or

5.1.6 *Merger*

consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person; or

5.1.7 *No variation or waiver*

(a) permit any of the Transaction Documents to which it is party to be amended, terminated or discharged if such amendment, termination or discharge may materially prejudice the interest of the Noteholders, or

(b) exercise any power of consent or waiver pursuant to the terms of any of the Transaction Documents to which it is party which may materially prejudice the interest of the Noteholders, or

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

5.1.8 *Bank accounts*

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

5.1.9 *Statutory documents*

amend, supplement or otherwise modify its *statuto* in any manner which is prejudicial to the interest of the Noteholders, except where such amendment, supplement or modification is required by compulsory provisions of Italian law or by the competent regulatory authorities; or

5.1.10 *Centre of main interest*

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

5.1.11 *Branch outside Italy*

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

5.1.12 *Corporate formalities*

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

5.1.13 *Derivatives*

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

5.2 **Further Securitisations**

Nothing in these Conditions or the Transaction Documents shall prevent or restrict the Issuer from carrying out any one or more other securitisation transactions pursuant to the Securitisation Law (each a "**Further Securitisation**") or, without limiting the generality of the foregoing, implementing, entering into, making or executing any document, deed or agreement in connection with any Further Securitisation, *provided that* the Issuer has obtained the written consent of the Noteholders in accordance with the Rules of the Organisation of the Noteholders and the Rating Agencies have been prior notified.

6. PRIORITY OF PAYMENTS

6.1 Pre-Enforcement Priority of Payments

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

(i) *First*,

(a) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such costs during the immediately preceding Quarterly Collection Period), and

(b) to credit to the Expenses Account such an amount equal to the Retention Amount;

(ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof,

(a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;

(b) any amounts due and payable on such Payment Date to the Account Bank, the Computation Agent, the Paying Agent, the Cash Manager, the Corporate Servicer, the Back-Up Servicer Facilitator, the Stichting Corporate Services Provider and the Servicer; and

(c) any other documented costs, fees and expenses due to persons who are not party to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;

(iii) *Third*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-A Notes on such Payment Date;

(iv) *Fourth*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-B Notes on such Payment Date, provided that if the Gross Cumulative Default Ratio of any Quarterly Collection Period preceding such Payment Date has exceeded the Series 2021-1-B Notes Trigger, no amount will be paid under this item to the Series 2021-1-B Noteholders until the Series 2021-1-A Notes have been, or will on such Payment Date be, redeemed in full;

(v) *Fifth*, up to (but excluding) the Payment Date on which the Rated Notes are redeemed in full, to credit into the Debt Service Reserve Account such an amount as will bring the balance of such account up to (but not in excess of) the Debt Service Reserve Amount;

(vi) *Sixth*, to pay all amounts then due and payable as Series 2021-1-A Repayment Amount;

(vii) *Seventh*, to pay all amounts then due and payable as Series 2021-1-B Repayment Amount;

(viii) *Eighth*, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Other Issuer Creditors pursuant to the Transaction Documents which are not due and payable under the other items of this Priority of Payments (including, for the avoidance of doubt, any amount due to the Originator as Increased Instalment Purchase Price during the relevant Quarterly Collection Period and any indemnity amount due to the Senior Notes Subscriber under the Transaction Documents);

(ix) *Ninth,* to pay all amounts then due and payable as Series 2021-1-C Repayment Amount;

(x) *Tenth*, in or towards satisfaction of the Junior Notes Remuneration due and payable to the Junior Noteholders.

The Issuer shall, if necessary, make the payments set out under items *First* (a) and *Second* (c) above also during the relevant Interest Period.

6.2 **Post-Enforcement Priority of Payments**

Following the service of a Trigger Notice, pursuant to Condition 13 (*Trigger Events*), or in the event of redemption for taxation pursuant to Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), or optional redemption pursuant to Condition 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*), or on the Final Maturity Date, the Issuer Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) *First*,

(a) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such costs during the immediately preceding Quarterly Collection Period), and

(b) to credit to the Expenses Account such an amount equal to the Retention Amount;

(ii) *Second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof,

(a) the remuneration due to the Representative of the Noteholders and any indemnity, proper costs and expenses incurred by the Representative of the Noteholders under the provisions of or in connection with any of the Transaction Documents;

(b) any amounts due and payable on such Payment Date to the Account Bank, the Computation Agent, the Paying Agent, the Cash Manager, the Corporate Servicer, the Back-Up Servicer Facilitator, the Stichting Corporate Services Provider and the Servicer; and

(c) any other documented costs, fees and expenses due to persons who are not party to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights;

(iii) *Third*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-A Notes on such Payment Date;

(iv) *Fourth*, to pay, *pari passu* and *pro rata*, all amounts of principal then due and payable of the Series 2021-1-A Notes on such Payment Date;

(v) *Fifth*, to pay, *pari passu* and *pro rata*, all amounts of interest then due and payable in respect of the Series 2021-1-B Notes on such Payment Date;

(vi) *Sixth*, to pay, *pari passu* and *pro rata*, all amounts of principal then due and payable of the Series 2021-1-B Notes on such Payment Date;

(vii) *Seventh*, in or towards satisfaction, *pari passu* and *pro rata* according to the respective amounts thereof, of any amounts due and payable to the Other Issuer Creditors pursuant to the Transaction Documents which are not due and payable under the other items of this Priority of Payments (including, for the avoidance of doubt, any indemnity amount due to the Senior Notes Subscriber under the Transaction Documents);

(viii) *Eighth*, to pay all amounts then due and payable as Series 2021-1-C Repayment Amount;

(ix) *Ninth*, in or towards satisfaction of the Junior Notes Remuneration due and payable to the Junior Noteholders.

The Issuer shall, if necessary, make the payments set out under items *First* (a) and *Second* (c) above also during the relevant Interest Period.

7. INTEREST AND JUNIOR NOTES REMUNERATION

7.1 Payment Dates and Interest Periods

The Rated Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date.

Interest in respect of the Rated Notes will accrue on a daily basis and will be payable quarterly in arrears in Euro on each Payment Date in respect of the Interest Period ending immediately prior thereto in accordance with the applicable Priority of Payments.

The First Payment Date will fall on 22 April 2022, in respect of the Initial Interest Period.

Interest in respect of any Interest Period or any other period will be calculated on the basis of the actual number of days elapsed and a 360 day year.

7.2 Rate of Interest on the Rated Notes

The rate of interest payable from time to time in respect of the Rated Notes (the "**Rated Notes Rate of Interest**") will be determined by the Paying Agent on each Interest Determination Date.

The Rated Notes Rate of Interest for each Interest Period and the Initial Interest Period, from the Issue Date and up to and including the Final Maturity Date shall be the aggregate of:

(i) the Relevant Margin; and

(ii) the EURIBOR.

There shall be no maximum or minimum Rated Notes Rate of Interest.

For the avoidance of any doubt, the EURIBOR in respect of any Interest Period may be a negative rate. However, in the event that in respect of any Interest Period the algebraic sum of the applicable EURIBOR and the Relevant Margin results in a negative rate, the applicable Rated Notes Rate of Interest shall be deemed to be zero.

7.3 **Determination of Rates of Interest and Calculation of Interest Payments**

Subject to Condition 7.13 (*Fallback Provisions*), the Issuer shall, on each Interest Determination Date, determine (or cause the Paying Agent to determine) and notify (or cause the Paying Agent to notify) to the Representative of the Noteholders:

(i) the Rated Notes Rate of Interest applicable to the Interest Period beginning after such Interest Determination Date (or in the case of the Initial Interest Period, beginning on and including the Issue Date) in respect of the Rated Notes;

(ii) the Euro amount (the "**Interest Payment Amount**") payable as interest on the Rated Notes in respect of such Interest Period. The Interest Payment Amount payable in respect of any Interest Period in respect of the Rated Notes shall be calculated by applying the relevant Rated Notes Rate of Interest to the Principal Amount Outstanding of the relevant Class of Rated Notes on the Payment Date (or, in the case of the Initial Interest Period, the Issue Date), at the commencement of such Interest Period (after deducting therefrom any payment of principal due and paid on that Payment Date), multiplying the product of such calculation by the actual number of days in the Interest Period and dividing by 360, and rounding the resultant figure to the nearest cent (half a cent being rounded up); and

(iii) the Payment Date in respect of the Interest Payment Amount on the Rated Notes.

7.4 **Publication of the Rated Notes' Rate of Interest and the Interest Payment Amount**

The Paying Agent will cause the Rated Notes' Rate of Interest, the Relevant Margin and the Interest Payment Amount applicable to the Rated Notes for each Interest Period and the Payment Date in respect of such Interest Payment Amount to be notified promptly after determination (and in any event not later than the first day of each relevant Interest Period) to the Issuer, the Servicer, the Representative of the Noteholders, the Account Bank, the Computation Agent, the Corporate Servicer, Borsa Italiana and Monte Titoli.

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

If the Paying Agent does not at any time for any reason determine the Rated Notes Rate of Interest and/or calculate the Interest Payment Amount for the Rated Notes in accordance with the foregoing provisions of this Condition 7 (*Interest and Junior Notes Remuneration*), the Representative of the Noteholders as legal representative of the Organisation of the Noteholders shall:

(i) determine the Rated Notes Rate of Interest for the Rated Notes at such rate as (having regard to the procedure described above) it shall consider fair and reasonable in all the circumstances; and/or

(ii) calculate the Interest Payment Amount for the Rated Notes in the manner specified in Condition 7.3 (*Interest - Determination of Rates of Interest and Calculation of Interest Payments*) above,

and any such determination and/or calculation shall be deemed to have been made by the Paying Agent.

7.6 **Payment Dates and Junior Notes Remuneration**

The Junior Notes will be remunerated by way of payment of the Junior Notes Remuneration. The Junior Notes Remuneration (if any) will be payable in arrears in Euro on each Payment Date in accordance with the applicable Priority of Payments and will be subordinated to all the other payments under the applicable Priority of Payment. The First Payment Date falls on 22 April 2022, in respect of the Initial Interest Period.

7.7 **Calculation of the Junior Notes Remuneration**

The Junior Notes Remuneration, if any, payable on each Payment Date in respect of the Junior Notes shall be determined by the Computation Agent on each Calculation Date and indicated in each Payments Report or Post Trigger Report, as the case may be.

7.8 **Publication of the Junior Notes Remuneration**

The Computation Agent will cause the Junior Notes Remuneration for each Interest Period to be notified promptly after determination (also through the delivery of the Payments Report or the Post Trigger Report, as the case may be) to the Issuer, the Servicer, the Representative of the Noteholders, the Account Bank, the Paying Agent and the Corporate Servicer. The Issuer will cause notice of each determination of Junior Notes Remuneration to be given in accordance with Condition 16 (*Notices*).

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

If the Computation Agent does not at any time for any reason determine the Junior Notes Remuneration in accordance with the foregoing provisions of this Condition 7 (*Interest and Junior Notes Remuneration*), the Representative of the Noteholders as legal representative of the Organisation of the Noteholders shall determine the Junior Notes Remuneration and any such determination and/or calculation shall be deemed to have been made by the Computation Agent.

7.10 **Notifications to be final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 (*Interest and Junior Notes Remuneration*), whether by the Paying Agent, the Issuer or the Representative of the Noteholders shall (in the absence of wilful default or gross negligence) be binding on the Paying Agent, the Computation Agent, the Issuer, the Account Bank, the Representative of the Noteholders and all Rated Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Paying Agent, the Computation Agent, the Issuer or the Representative of the Noteholders in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretion hereunder.

7.11 **Paying Agent**

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

7.12 **Unpaid Interest with respect to the Notes**

Unpaid interest on the Notes shall accrue no interest.

7.13 **Fallback Provisions**

The Representative of the Noteholders, with the prior written consent of the Noteholders in accordance with the Rules of the Organisation of the Noteholders, may request the Issuer to agree to amend the EURIBOR and make such other related or consequential amendments as are necessary or advisable in order to facilitate such change (any such amended rate, an "**Alternative Base Rate**"), provided that such Alternative Base Rate is:

(a) a base rate published, endorsed, approved or recognised by the European Central Bank, any regulator in Italy or the EU (or any relevant committee or other body established, sponsored or approved by any of the foregoing); or

(b) the ESTER (or any rate which is derived from, based upon or otherwise similar to the foregoing); or

(c) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such interest rate modification; or

(d) such other base rate as the Representative of the Noteholders reasonably determines.

8 REDEMPTION, PURCHASE AND CANCELLATION

8.1 **Final Maturity Date**

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

8.1.3 The Issuer may not redeem the Notes in whole or in part prior to that date except as provided below in Condition 8.2 (*Redemption, Purchase and Cancellation - Mandatory Redemption*), 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), but without prejudice to Condition 13 (*Trigger Events*).

8.2 **Mandatory Redemption**

The Notes of each Class will be subject to mandatory redemption in full (or in part *pro rata*) on any Payment Date, in each case if and to the extent that, on such dates, there are sufficient Issuer Available Funds which may be applied towards redemption of the Notes, in accordance with the applicable Priority of Payments set out in Condition 6 (*Priority of Payments*).

8.3 **Optional Redemption**

8.3.1 Unless previously redeemed in full, the Issuer, having given not less than 30 days' prior notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with the Terms and Conditions, may redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding, together with interest accrued thereon, up to the date fixed for redemption, on any Payment Date falling in or after April 2026, provided that:

(a) no Trigger Event has occurred prior to or upon such date; and

(b) the Issuer has certified to the Representative of the Noteholders and produced evidence acceptable to the Representative of the Noteholders that it will have the necessary funds (not subject to the interests of any person) to discharge all of its outstanding liabilities in respect of the Rated Notes and any amount required to be

paid under the Post-Enforcement Priority of Payments in priority to or *pari passu* with the Rated Notes.

8.3.2 The Issuer may obtain the necessary funds towards such Optional Redemption from the sale of all or part of the Portfolio (including to the Originator pursuant to the Option provided for by the Intercreditor Agreement) and the relevant sale proceeds shall form part of the Issuer Available Funds.

8.4 **Redemption for Taxation**

8.4.1 If the Issuer at any time satisfies the Representative of the Noteholders, immediately prior to giving the notice referred to below, that on the next Payment Date:

(a) the Issuer or any other person would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) from any payment of principal or interest on any Series of Notes (the "**Affected Series**"), any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by Italy or any political or administrative sub-division thereof or any authority thereof or therein (or that amounts payable to the Issuer in respect of the Portfolio would be subject to withholding or deduction) (hereinafter the "**Tax Event**"); and

(b) the Issuer will have the necessary funds (not subject to the interests of any other person) to discharge all of its outstanding liabilities in respect of the Affected Series and any amount required to be paid, according to the Post-Enforcement Priority of Payments in priority thereto or *pari passu* therewith,

then the Issuer may, on any such Payment Date at its option having given not less than 30 days' prior written notice to the Representative of the Noteholders, to the Noteholders and to the Rating Agencies, in accordance with Condition 16 (*Notices*) hereof, redeem the Affected Series (if the Affected Series are the Rated Notes, in whole but not in part or, if the Affected Series are the Junior Notes, in whole or in part) at their Principal Amount Outstanding together with all accrued but unpaid interest thereon up to and including the relevant Payment Date and pay any amounts required under the Conditions to be paid in priority to or *pari passu* with the Affected Series.

8.4.2 Following the occurrence of a Tax Event, the Issuer may, or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Noteholders) direct the Issuer to dispose of the Portfolio, or any part thereof, to finance the early redemption of the Notes under this Condition 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*), subject to the terms and conditions of the Intercreditor Agreement.

8.5 **Principal Payment on the Notes, Redemption Amounts and Principal Amount Outstanding**

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

(i) the amount of the Issuer Available Funds;

(ii) the principal payment (if any) due on the Notes of each Class on the next following Payment Date; and

(iii) the Principal Amount Outstanding of the Notes of each Class on the next following Payment Date (after deducting any principal payment due to be made on such Payment Date).

8.5.2 Each determination by (or on behalf of) the Issuer of the Issuer Available Funds, any principal payment on the Rated Notes and the Principal Amount Outstanding of the Rated Notes shall in each case (in the absence of wilful default, gross negligence, bad faith or manifest error) be final and binding on all persons.

8.5.3 The Issuer will, on each Calculation Date, cause the determination of a principal payment on the Rated Notes (if any) and Principal Amount Outstanding of the Rated Notes to be notified by the Computation Agent (through the Payments Report) to the Representative of the Noteholders, the Rating Agencies, the Paying Agent, Monte Titoli and Borsa Italiana. The Issuer will cause notice of each determination of a principal payment on the Rated Notes and of Principal Amount Outstanding of the Rated Notes to be given to Monte Titoli and in accordance with Condition 16 (*Notices*).

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

8.5.5 If no principal payment on the Rated Notes or Principal Amount Outstanding of the Notes is determined by or on behalf of the Issuer in accordance with the preceding provisions of this Condition 8.5 (*Redemption, Purchase and Cancellation - Principal Payment on the Notes, Redemption Amounts and Principal Amount Outstanding*), such principal payment on the Notes and Principal Amount Outstanding of the Notes shall be determined by the Representative of the Noteholders in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*) and each such determination or calculation shall be deemed to have been made by the Issuer.

8.6 **Notice of redemption**

Any notice of redemption, including those as set out in Conditions 8.3 (*Redemption, Purchase and Cancellation - Optional Redemption*) and 8.4 (*Redemption, Purchase and Cancellation - Redemption for Taxation*) must be given in accordance with Condition 16 (*Notices*) and shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes in accordance with this Condition 8 (*Redemption, Purchase and Cancellation*).

8.7 **No purchase by Issuer**

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

8.8 **Cancellation**

The Notes shall be cancelled on the Cancellation Date, being the earlier of:

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

(b) the Final Maturity Date; and

(c) the date on which the Representative of the Noteholders has certified to the Issuer and the Noteholders that there are no more Issuer Available Funds to be distributed as a result of no additional amount or asset relating to the Portfolio being available to the Issuer,

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

Upon cancellation the Notes may not be resold or re-issued.

9 NON PETITION AND LIMITED RECOURSE

9.1 Non Petition

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

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

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

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

(d) shall be entitled to take or join in the taking of any corporate action, legal proceeding or other procedure or step which would result in the Priority of Payments not being complied with.

9.2 Limited recourse obligations of Issuer

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

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

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

(c) upon the Representative of the Noteholders giving written notice in accordance with Condition 16 (*Notices*) that it has determined, in its sole opinion, that there is no reasonable likelihood of there being any further amounts to be realised in respect of the Portfolio or the Security (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay unpaid amounts outstanding under the Transaction Documents and the Servicer having confirmed the same in writing to the Representative of the Noteholders, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and discharged in full.

10 PAYMENTS

10.1 Payments through Monte Titoli

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent on behalf of the Issuer to the accounts of those banks and authorised brokers whose Monte Titoli accounts are credited with such Notes and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of such Notes, in accordance with the rules and procedures of Monte Titoli.

10.2 **Payments subject to tax laws**

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto.

10.3 **Variation of Paying Agent**

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

11 TAXATION

All payments in respect of the Notes will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature other than a Decree 239 Deduction (as recently amended) or any other withholding or deduction required to be made by applicable law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any holder of Notes on account of such withholding or deduction.

12 PRESCRIPTION

Claims against the Issuer for payments in respect of the Notes shall be prescribed and shall become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the date on which a payment in respect thereof first becomes due and payable.

13 TRIGGER EVENTS

13.1 **Trigger Events**

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

(a) *Non-payment:*

the Issuer defaults in the payment of:

(i) the amount of interest due and/or principal due and payable on the Most Senior Class of Notes and such default is not remedied within a period of 5 (five) Business Days from the due date thereof; or

(ii) any amount due and payable to the Other Issuer Creditors under items First and Second of the applicable Priority of Payments and such default is not remedied within a period of five Business Days from the due date thereof; or

(b) *Breach of other obligations:*

the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any payment obligation specified in point (a) above) which is in the Representative of the Noteholders' sole and absolute opinion materially prejudicial to the interests of the Noteholders and such default remains unremedied for 30 days after the Representative of

the Noteholders having given written notice thereof to the Issuer requiring the same to be remedied (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no term of 30 days will be given); or

(c) *Breach of representations and warranties by the Issuer*:

any of the representations and warranties given by the Issuer under any of the Transaction Documents to which it is party is, or proves to have been, incorrect or erroneous in any material respect when made, or deemed to be made, or at any time thereafter, unless it has been remedied within 15 (fifteen) days after the Representative of the Noteholders has served notice requiring remedy; or

(d) *Insolvency of the Issuer:*

an Insolvency Event occurs in respect of the Issuer; or

(e) *Unlawfulness*:

it is or will become unlawful (in any respect deemed to be material by the Representative of the Noteholders) for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

13.2 **Trigger Notice**

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

(a) in the case of a Trigger Event under Condition 13.1 (a) or (e) above, shall; and/or

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

(c) in the case of a Trigger Event under Condition 13.1 (d) above, may at its sole discretion or, if so directed by an Extraordinary Resolution of the Most Senior Class of Noteholders, shall,

serve a Trigger Notice to the Issuer.

Upon the service of a Trigger Notice, the Issuer Available Funds shall be applied in accordance with Condition 6.2 (*Priority of Payments - Post-Enforcement Priority of Payments*) and the Notes shall become due and payable at their Principal Amount Outstanding.

14 ACTIONS FOLLOWING THE SERVICE OF A TRIGGER NOTICE

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

At any time after a Trigger Notice has been served, the Representative of the Noteholders may or shall, if so requested or authorised by an Extraordinary Resolution of the Most Senior Class of Noteholders, take such steps and/or institute such proceedings against the Issuer as it may think fit to ensure repayment of the Rated Notes and payment of accrued interest thereon in accordance with the Priority of Payments set out in Condition 6.2 (*Priority of Payments – Post-Enforcement Priority of Payments*).

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

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 13 (*Trigger Events*) or this Condition 14 (*Actions following the service of a Trigger Notice*) by the Representative of the Noteholders shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer and all Rated

Noteholders and (in such absence as aforesaid) no liability to the Rated Noteholders or the Issuer shall attach to the Representative of the Noteholders in connection with the exercise or non-exercise by it of its powers, duties and discretion hereunder.

14.3 **Actions against the Issuer**

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

14.4 **Limited claims against the Issuer**

If the Representative of the Noteholders takes action to ensure the Noteholders' rights in respect of the Portfolio and the Issuer's Rights and after payment of all other claims ranking in priority to the Rated Notes under the Terms and Conditions and the Intercreditor Agreement, if the remaining proceeds of such action (the Representative of the Noteholders having taken action to ensure the Noteholders' rights in respect of the entire Portfolio and all the Issuer's Rights) are insufficient to pay in full all principal and interest and other amounts whatsoever due in respect of the Rated Notes and all other claims ranking *pari passu* therewith, then the Rated Noteholders' claims against the Issuer will be limited to their *pro rata* share of such remaining proceeds (if any) and the obligations of the Issuer to the Rated Noteholders will be discharged in full and any amount in respect of principal, interest or other amounts due under the Rated Notes will be finally and definitively cancelled.

14.5 **Payments of the amounts due**

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

14.6 **Disposal of the Portfolio**

Following the service of a Trigger Notice, the Issuer may (subject to the consent of the Representative of the Noteholders) or the Representative of the Noteholders may (or shall if so requested by an Extraordinary Resolution of the Most Senior Class of Noteholders) direct the Issuer to dispose of the Portfolio (in full or in part), subject to the terms and conditions of the Intercreditor Agreement. No provisions shall require the automatic liquidation of the Portfolio pursuant to Article 21(4)(d) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

15 THE REPRESENTATIVE OF THE NOTEHOLDERS

15.1 **The Organisation of the Noteholders**

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

15.2 **Appointment of the Representative of the Noteholders**

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

16 NOTICES

16.1 **Notices**

Any notice regarding the Rated Notes, as long as the Rated Notes are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli, and, as long as the Notes are admitted to trading on the ExtraMOT PRO, in accordance with the rules of such multilateral trading facility. In addition, any notice to the Noteholders given by or on behalf of the Issuer shall also be published on the website: https://www.securitisation-services.com/it. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in one of the manners referred to above.

16.2 **Alternative methods of notice**

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Rated Notes are then listed and provided that notice of such other method is given to the Rated Noteholders in such manner as the Representative of the Noteholders shall require and in accordance with the rules of the stock exchange on which the Rated Notes are then listed.

17 GOVERNING LAW AND JURISDICTION

17.1 **Governing law of the Notes**

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

17.2 **Governing law of the Transaction Documents**

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

17.3 **Jurisdiction**

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

EXHIBIT 1

TO THE TERMS AND CONDITIONS

RULES OF THE ORGANISATION OF THE NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

1. General

1.1 *Establishment*

The Organisation of the Noteholders is created concurrently with the issue by HVL Bolzano 2 S.r.l. of and subscription for the Euro 308,000,000 Series 2021-1-A Asset Backed Floating Rate Notes due October 2050, the Euro 80,000,000 Series 2021-1-B Asset Backed Floating Rate Notes due October 2050 and the Euro 87,700,000 Series 2021-1-C Asset Backed Notes due October 2050 and is governed by these Rules of the Organisation of the Noteholders (the "**Rules**").

1.2 *Validity*

These Rules shall remain in force and effect until full repayment or cancellation of all the Notes.

1.3 *Integral part of the Notes*

These Rules are deemed to be an integral part of each Note issued by the Issuer.

2. Definitions and interpretations

2.1 *Interpretation*

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

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

2.1.3 Headings and subheadings used herein are for ease of reference only and shall not affect the construction of these Rules.

2.2 *Definitions*

In these Rules, the terms set out below shall have the following meanings:

"**Basic Terms Modification**" means any proposal to:

(a) change the date of maturity of the Notes of any Class;

(b) change any date fixed for the payment of principal or interest in respect of the Notes of any Class;

(c) reduce or cancel the amount of principal or interest payable on any date in respect of the Notes of any Class (other than any reduction or cancellation permitted under the Terms and Conditions) or alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(d) change the quorum required at any Meeting or the majority required to pass any Resolution;

(e) change the currency in which payments are due in respect of any Class of Notes;

(f) alter the priority of payments affecting the payment of interest and/or the repayment of principal in respect of any of the Rated Notes;

(g) effect the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed;

(h) a change to this definition.

"**Blocked Notes**" means Notes which have been blocked by an authorised intermediary in an account with a clearing system.

"**Block Voting Instruction**" means in relation to a Meeting, the document issued by the Paying Agent stating *inter alia*:

(a) that the Blocked Notes specified therein will not be released until a specified date which falls after the conclusion of the Meeting;

(b) that the Paying Agent has been instructed by the holder of the relevant Notes to cast the votes attributable to such Blocked Notes in a particular way on each resolution to be put to the relevant Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked; and

(c) authorising a Proxy to vote in accordance with such instructions.

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with Title II, Article 7 of these Rules.

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

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

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

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

"**Proxy**" means any person to which the powers to vote at a Meeting have been duly granted under a Voting Certificate or a Block Voting Instruction.

"**Resolution**" means an Ordinary Resolution and/or an Extraordinary Resolution, as the case may be.

"**Terms and Conditions**" means the Conditions as from time to time modified in accordance with the provisions herein contained and including any agreement or other document expressed to be supplemental thereto, and any reference to a numbered "**Condition**" is to the corresponding numbered provision thereof.

"**Voter**" means, in relation to any Meeting, the holder of a Voting Certificate or a Proxy;

"**Voting Certificate**" means, in relation to any Meeting, a certificate issued by the Monte Titoli Account Holder in accordance with Regulation 13 August 2018, as subsequently amended and supplemented, stating *inter alia*:

(a) that the Blocked Notes specified therein will not be released until a specified date which falls after the conclusion of the Meeting; and

(b) that the bearer of such certificate is entitled to attend and vote at such Meeting in respect of such Blocked Notes.

"**24 hours**" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Paying Agent has its specified office.

"**48 hours**" means 2 consecutive periods of 24 hours.

3. Purpose of the Organisation

3.1 *Membership*

Each Noteholder is a member of the Organisation of the Noteholders.

3.2 *Purpose*

The purpose of the Organisation of the Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, to take any action necessary or desirable to protect the interest of the Noteholders.

TITLE II

MEETINGS OF NOTEHOLDERS

4. Voting Certificates and Validity of the Proxies and Voting Certificates

4.1 *Participation in Meetings*

Noteholders may participate in any Meeting by obtaining a Voting Certificate or by depositing a Block Voting Instruction at the specified office of the Representative of the Noteholders not later than 24 hours before the relevant Meeting.

4.2 *Validity*

A Block Voting Instruction or a Voting Certificate shall be valid only if deposited at the specified office of the Representative of the Noteholders, or at any other place approved by the Representative of the Noteholders, at least 24 hours before the time of the relevant Meeting. If a Block Voting Instruction or a Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to discuss the items on the agenda. If the Representative of the Noteholders so requires, notarised copy of each Voting Certificate or Block Voting Instruction and satisfactory evidence of the identity of each Proxy named therein shall be produced at the Meeting but the Representative of the Noteholders shall not be obliged to investigate the validity of a Voting Certificate, a Block Voting Instruction or the identity of any Proxy.

4.3 *Mutually exclusive*

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

4.4 *Blocking and release of Notes*

References to the blocking or release of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of any relevant clearing system.

5. Convening the Meeting

5.1 *Meetings convened by the Representative of the Noteholders*

The Representative of the Noteholders may convene a Meeting at any time.

The Representative of the Noteholders shall convene a Meeting at any time it is requested to do so in writing by (a) the Issuer, or (b) Noteholders representing at least one-tenth of the aggregate Principal Amount Outstanding of all the Notes outstanding for the Class in respect of which the Meeting is to be convened.

5.2 *Request from the Issuer*

Whenever the Issuer requests the Representative of the Noteholders to convene a Meeting, it shall immediately send a communication in writing to that effect to the Representative of the Noteholders specifying the proposed day, time and place of the Meeting and the items to be included in the agenda.

5.3 *Time and place of the Meeting*

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Noteholders.

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

(a) the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

(b) the person drawing up the minutes may hear well the meeting events being the subject matter of the minutes;

(c) each Voter attending via video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

(d) the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via video-conference equipment; and

(e) for the avoidance of doubt, the Meeting is deemed to take place (located in the European Union) where the Chairman and the person drawing up the minutes will be.

6. Notice of Meeting and Documents Available for Inspections

6.1 *Notice of meeting*

At least 21 days' notice (exclusive of the day on which notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place (which shall be in the European Union) of the Meeting, must be given by the Paying Agent (upon instruction from the Representative of the Noteholders) to the relevant Noteholders, with copy to the Issuer and the Representative of the Noteholders.

6.2 *Content of the notice*

The notice of any resolution to be proposed at the Meeting shall specify at least the following information:

(a) day, time and place (located in the European Union) of the Meeting, on first and second call;

(b) agenda of the Meeting; and

(c) nature of the Resolution.

6.3 *Validity notwithstanding lack of notice*

Notwithstanding the formalities required by this Article 6, a Meeting is validly held if the entire Principal Amount Outstanding of the relevant Class or Classes of Notes is represented thereat and the Issuer and the Representative of the Noteholders are present.

6.4 *Documentation Available for Inspection*

All the documentation (including, if possible, the full text of the resolution to be proposed at the Meeting) which is necessary, useful or appropriate for the Noteholders consciously to (i) determine whether or not to take part in the relevant Meeting and (ii) exercise their right to vote on the items on the agenda, shall be deposited at the specified office of the Representative of the Noteholders at least 7 days before the date set for the relevant Meeting.

7. Chairman of the Meeting

7.1 *Appointment of the Chairman*

The Meeting is chaired by an individual (who may, but need not be, a Noteholder) appointed by the Representative of the Noteholders. If the Representative of the Noteholders fails to make such appointment or the individual so appointed declines or is not present within 15 minutes after the time fixed for the Meeting, the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman.

7.2 *Duties of the Chairman*

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate and defines the terms for voting.

7.3 *Assistance*

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

8. Quorum

8.1 *Quorum and Passing of Resolution*

The quorum (*quorum costitutivo*) at any Meeting shall be:

(a) in respect of a Meeting convened to vote on an Ordinary Resolution:

(i) on first call, one or more Voters holding or representing at least one half of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9, such fraction of the Principal Amount Outstanding of the outstanding Notes as is represented or held by Voters present at the Meeting;

(b) in respect of a Meeting convened to vote on an Extraordinary Resolution, other than in respect of a Basic Terms Modification:

(i) on first call, one or more Voters holding or representing at least two thirds of the Principal Amount Outstanding of the Notes outstanding for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9, such fraction of the Principal Amount Outstanding of the outstanding Notes as is represented or held by Voters present at the Meeting;

(c) in respect of a Meeting convened to vote on an Extraordinary Resolution in respect of a Basic Terms Modification:

(i) on first call, one or more Voters holding or representing at least three quarters of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened; or

(ii) on second call, following any adjournment pursuant to Article 9, one or more Voters holding or representing at least one half of the Principal Amount Outstanding of the outstanding Notes for the Class in respect of which the Meeting is convened.

8.2 *Passing of a Resolution*

A Resolution shall be deemed validly passed if voted by the following majorities:

(a) in respect of an Ordinary Resolution, a majority of the votes cast; and

(b) in respect of an Extraordinary Resolution, a majority of not less than three quarters of the votes cast.

9. Adjournment for lack of quorum

If a quorum is not reached within 30 minutes after the time fixed for any Meeting:

(a) if such Meeting was requested by Noteholders, the Meeting shall be dissolved; or

(b) in any other case, the Meeting (unless the Issuer and the Representative of the Noteholders otherwise agree) shall be adjourned to a new date no earlier than 14 days and no later than 42 days after the original date of such Meeting, and to such place (which shall be in the European Union) and time as the Chairman determines with the approval of the Representative of the Noteholders, provided however that no meeting may be adjourned more than once for want of quorum.

10. Adjourned Meeting

Except as provided in Article 9, the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place (which shall be in the European Union). No business shall be transacted at any adjourned meeting except business which might have been transacted at the Meeting from which the adjournment took place.

11. Notice following adjournment

11.1 *Notice required*

If a Meeting is adjourned in accordance with the provisions of Article 9, Articles 5 and 6 above shall apply to the resumed meeting except that:

(a) 10-days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be sufficient; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

11.2 *Notice not required*

It shall not be necessary to give notice to resume any Meeting adjourned for reasons other than those described in Article 9.

12. Participation

The following categories of persons may attend and speak at a Meeting:

(a) Voters;

(b) the director(s) and the auditors of the Issuer;

(c) the Representative of the Noteholders;

(d) financial and/or legal advisers to the Issuer and the Representative of the Noteholders; and

(e) any other person authorised by the Issuer, the Representative of the Noteholders or by virtue of a resolution of the relevant Meeting.

13. Voting by show of hands

13.1 *First instance vote*

Every question submitted to a Meeting shall be decided in the first instance by a vote by show of hands.

13.2 *Demand of poll*

If, before the vote by show of hands, the Issuer, the Representative of the Noteholders, the Chairman or one or more Voters who represent or hold at least one-tenth of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes request to vote by poll, the question shall be voted on in compliance with the

provisions of Article 14. No request to vote by poll shall hinder the continuation of the Meeting in relation to the other items on the agenda.

13.3 *Approval of a resolution*

A resolution is only passed on a vote by show of hands if the Meeting has been validly constituted and the relevant resolution is unanimously approved by all the Voters at the Meeting. The Chairman's declaration that on a show of hands a resolution has been passed or rejected shall be conclusive. Whenever it is not possible to approve a resolution by show of hands, voting shall be carried out by poll.

14. Voting by poll

14.1 *Demand for a poll*

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters representing or holding not less than one-tenth of the Principal Amount Outstanding of the outstanding Notes entitled to vote at the Meeting. A poll may be taken immediately or after any adjournment as decided by the Chairman, but any poll demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business.

14.2 *Conditions of a poll*

The Chairman sets the conditions for voting by poll, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the conditions set by the Chairman shall be null. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

15. Votes

15.1 *Votes*

Each Voter shall have:

(a) one vote, when voting by a show of hands; and

(b) one vote for each Euro 1,000 of Principal Amount Outstanding of each Note represented or held by the Voter, when voting by poll.

15.2 *Exercise of multiple votes*

Unless the terms of any Block Voting Instruction or Voting Certificate borne by a Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes which he exercises in the same manner.

15.3 *Voting tie*

In case of a voting tie, the Chairman shall have the casting vote.

15.4 *Votes cast*

The Noteholders can cast their votes "in favour of" or "against" any proposed Resolution.

The Noteholders that do not intend to cast their votes and abstain from voting shall be ignored and not be included in the computation of the votes cast.

16. Voting by Proxy

16.1 *Validity*

Any vote by a Proxy appointed in accordance with the relevant Block Voting Instruction or Voting Certificate shall be valid even if such Block Voting Instruction or Voting Certificate or any other instruction pursuant to which it has been given had been amended or revoked provided that none of the Paying Agent, the Issuer, the

Representative of the Noteholders or the Chairman has been notified in writing of such revocation at least 24 hours prior to the time set for the relevant Meeting.

16.2 *Adjournment of Meeting*

Unless revoked, the appointment of a Proxy in relation to a Meeting shall remain valid also in relation to a resumption of such Meeting following an adjournment, unless such Meeting was adjourned for lack of quorum pursuant to Article 9. If a Meeting is adjourned pursuant to Article 9, any person appointed to vote in such Meeting must be re-appointed by virtue of a Block Voting Instruction or Voting Certificate in order to vote at the resumed Meeting.

17. Ordinary Resolutions

Save as provided by Article 18 and subject to the provisions of Article 19, a Meeting shall have the power exercisable by Ordinary Resolution to:

(a) waive (including to waive a prior breach) any breach by the Issuer of its obligations arising under the Transaction Documents or the Notes, or waive a Trigger Event, if such waivers are not previously authorised by the Representative of the Noteholders in accordance with the Transaction Documents;

(b) determine any other matters submitted to the Meeting, other than matters required to be subject of an Extraordinary Resolution, in accordance with the provisions of these Rules and the Transaction Documents; and

(c) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

18. Extraordinary Resolutions

The Meeting, subject to Article 19, shall have power exercisable by Extraordinary Resolution to:

(a) approve any Basic Terms Modification;

(b) approve any proposal by the Issuer or the Representative of the Noteholders for any alteration or waiver of the rights of the Noteholders against the Issuer;

(c) approve any scheme or proposal related to the mandatory exchange or substitution of any Class of Notes;

(d) save as provided by Article 29, approve any amendments of the provisions of (i) these Rules, (ii) the Terms and Conditions, (iii) the Intercreditor Agreement, (iv) the Cash Allocation, Management and Payment Agreement, or (v) any other Transaction Document in respect of the obligations of the Issuer under or in respect of the Notes which is not a Basic Terms Modification be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

(e) discharge or exonerate (including prior or retrospective discharge or exoneration) the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Terms and Conditions or any other Transaction Document;

(f) grant any authority, order or sanction which, under the provisions of these Rules or of the Terms and Conditions, must be granted by Extraordinary Resolution (including the issue of a Trigger Notice as a result of a Trigger Event pursuant to Condition 13);

(g) authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

(h) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

(i) appoint and remove the Representative of the Noteholders; and

(j) authorise or object to individual actions or remedies of Noteholders under Article 23.

19. Relationship between Classes and conflict of interests

19.1 *Basic Terms Modification*

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes (to the extent that there are Notes outstanding in any of such other Class).

19.2 *Extraordinary Resolution other than in respect of a Basic Terms Modification or Ordinary Resolution*

No Extraordinary Resolution of any Class of Notes to approve any matter other than a Basic Terms Modification or a matter to be approved by an Ordinary Resolution shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Classes of Notes ranking at that time senior to such Class with respect to the repayment of the principal pursuant to Condition 4.3 and in accordance with the applicable Priority of Payments (to the extent that there are Notes outstanding ranking senior to such Class), save as provided in Article 19.5 (*Resolution of the Junior Noteholders*) below.

19.3 *Binding nature of the Resolutions*

Any Resolution passed at a Meeting of the Noteholders of one or more Classes of Notes duly convened and held in accordance with these Rules shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not dissenting and whether or not voting and, except in the case of Meeting relating to a Basic Terms Modification, any Resolution passed at a meeting of the then Most Senior Class of Noteholders duly convened and held as aforesaid shall also be binding upon all the other Classes of Noteholders. In each such case, all of the relevant Classes of Noteholders shall be bound to give effect to any such resolutions accordingly.

19.4 *Conflict between Classes*

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

(a) different Classes of Noteholders, then the Representative of the Noteholders is required to have regard to the interests of the Most Senior Class of Noteholders only;

(b) the Noteholders and of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders.

19.5 *Resolution of the Junior Noteholders*

For the avoidance of doubt, amendments or modifications which do not affect the payment of interest and/or the repayment of principal in respect of any of the Rated Notes and/or any other interest or rights of the Rated Noteholders may be passed at a Meeting of the Junior Noteholders without any sanction being required by the holders of the Rated Notes.

19.6 *Joint Meetings*

Subject to the provisions of these Rules and the Terms and Conditions, if the Representative of the Noteholders considers it is not detrimental to the holders of any relevant Class of Notes, joint meetings of the Rated Noteholders and of the Junior Noteholders may be held to consider the same Resolution and the provisions of these Rules shall apply *mutatis mutandis* thereto.

19.7 *Separate and combined Meetings of the Noteholders*

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

(a) business which, in the sole opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the Noteholders of such Class;

(b) business which, in the opinion of the Representative of the Noteholders, affects more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the Noteholders of one such Class of Notes and the Noteholders of the other Class of Notes shall be transacted either at separate Meetings of the Noteholders of each such Class of Notes or at a single Meeting of the

Noteholders of all such Classes of Notes, as the Representative of the Noteholders shall determine in its absolute discretion; and

(c) business which, in the opinion of the Representative of the Noteholders, affects the Noteholders of more than one Class of Notes and gives rise to an actual or potential conflict of interest between the Noteholders of one such Class of Notes and the Noteholders of the other Class of Notes shall be transacted at separate Meetings of the Noteholders of each such Class.

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

19.8 *Conflict of Interests*

In order to avoid conflict of interests that may arise as a result of Hypo Vorarlberg having multiple roles in the Securitisation:

(a) those Rated Notes which are for the time being held by Hypo Vorarlberg and/or other entities belonging to the banking group of Hypo Landesbank Vorarlberg shall be deemed not to remain "outstanding" for the purpose of the right to vote at any Meeting duly convened to transact and approve any resolution involving any Basic Terms Modification, and

(b) those Rated Notes exceeding 15% of the outstanding amount of each Class of Notes which are for the time being held by Hypo Vorarlberg and/or other entities belonging to the banking group of Hypo Landesbank Vorarlberg shall be deemed not to remain "outstanding" for the purpose of the right to vote at any Meeting duly convened to transact and approve:

(i) the termination of the Originator in its capacity as Servicer and the appointment of a Successor Servicer under the Servicing Agreement;

(ii) the delivery of a Trigger Notice upon the occurrence of a Trigger Event in accordance with Condition 13.1 (*Trigger Events*);

(iii) the sale of the Portfolio after the delivery of a Trigger Notice in accordance with Condition 13 (*Trigger Events*); or

(iv) any other matters which may negatively affect the interests of the Rated Noteholders (or some of them) which are in conflict with the interests Hypo Vorarlberg and/or other entities belonging to the banking group of Hypo Landesbank Vorarlberg,

being agreed and understood that the above provisions of this Article 19.8 (*Conflict of Interests*) shall not apply:

(1) in the event that 100% of the Principal Amount Outstanding of the outstanding Rated Notes for the Class in respect of which the Meeting is convened are held by entities belonging to the banking group of Hypo Landesbank Vorarlberg; and

(2) in any event, to the Junior Notes,

save as provided in Article 19.1 (*Basic Terms Modifications*).

19.9 *Notice of Resolution*

Within 14 days after the conclusion of each Meeting, the Issuer shall give notice, in accordance with Condition 16 (Notices), of the result of the votes on each resolution put to the Meeting. Such notice shall also be sent by the Issuer (or its agents) to the Paying Agent and the Representative of the Noteholders.

20. Challenge of Resolution

Any absent or dissenting Noteholder has the right to challenge Resolutions which are not passed in compliance with the provisions of these Rules.

21. Minutes

Minutes shall be made of all resolutions and proceedings of each Meeting. The Minutes shall be signed by the Chairman and shall be prima facie evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as

having been duly convened and held and all resolutions passed or proceedings transacted shall be regarded as having been duly passed and transacted.

22. Written Resolution

Notwithstanding the formalities required by Article 6, a Meeting is validly held if a resolution in writing is signed by or on behalf of all Noteholders of the relevant Class or Classes who at any relevant time are entitled to participate in a Meeting in accordance with the provisions of these Rules, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders (the "**Written Resolution**").

A Written Resolution shall take effect as if it were an Extraordinary Resolution or an Ordinary Resolution, in respect of matters to be determined by Ordinary Resolution.

23. Individual Actions and Remedies

23.1 *Individual actions of the Noteholders*

Each Noteholder is deemed to have accepted and is bound by the limited recourse and non petition provisions of Condition 9. Accordingly, the right of each Noteholder to bring individual actions or use other individual remedies to enforce his/her rights under the Notes or the Transaction Documents will be subject to a Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his/her rights under the Notes or the Transaction Documents will notify the Representative of the Noteholders of his/her intention;

(b) the Representative of the Noteholders will, without delay, call a Meeting in accordance with these Rules at the expense of such Noteholder;

(c) if the Meeting passes a resolution objecting to the enforcement of the individual action or remedy, the Noteholder will be prevented from taking such action or remedy (without prejudice to the fact that after a reasonable period of time, the same matter may be resubmitted for review of another Meeting); and

(d) if the Meeting of Noteholders authorises such individual action or remedy, the Noteholder will not be prohibited from taking such individual action or remedy.

23.2 *Individual actions subject to Resolution*

No Noteholder will be permitted to take any individual action or remedy to enforce his/her rights under the Notes or the Transaction Documents unless a Meeting has been held to resolve on such action or remedy in accordance with the provisions of this Article 23.

23.3 *Breach of Condition 9*

No Noteholder shall be permitted to take any individual action or remedy to enforce his/her rights under the Notes or the Transaction Documents in the event that such action or remedy would cause or result in a breach of Condition 9.

23.4 *Exclusive power of the Representative of the Noteholders*

Save as provided in this Article 23, only the Representative of the Noteholders may pursue the remedies available under the general law or the Transaction Documents to obtain payment of obligations or to enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain or enforce such remedies.

24. Further Regulations

Subject to all other provisions contained in these Rules, the Representative of the Noteholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Noteholders in its sole discretion may decide.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

25. Appointment, Removal and Remuneration

25.1 *Appointment*

The appointment of the Representative of the Noteholders takes place by Extraordinary Resolution of the Most Senior Class of Noteholders in accordance with the provisions of this Article 25, except for the appointment of the first Representative of the Noteholders which will be Banca FININT.

25.2 *Requirements for the Representative of the Noteholders*

The Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union, or a bank incorporated in any other jurisdiction acting through an Italian branch; or

(b) a company or financial institution enrolled with the register held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act; or

(c) any other entity which is not prohibited from acting in the capacity of Representative of the Noteholders pursuant to the law.

25.3 *Directors and auditors of the Issuer*

The director/s and auditors of the Issuer cannot be appointed as Representative of the Noteholders, and if appointed as such they shall be automatically removed.

25.4 *Duration of appointment*

Unless the Representative of the Noteholders is removed by Extraordinary Resolution pursuant to Title II above or it resigns in accordance with Article 27, it shall remain in office until full repayment or cancellation of all the Notes.

25.5 *Removal*

The Representative of the Noteholders may be removed by Extraordinary Resolution of the Most Senior Class of Noteholders at any time.

25.6 *Office after termination*

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until a substitute Representative of the Noteholders, which shall be a subject among those listed in Article 25.2, paragraphs (a), (b), and (c) above, accepts its appointment, and the powers and authority of the Representative of the Noteholders whose appointment has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions required in connection with the Notes.

25.7 *Remuneration*

The Issuer shall pay to the Representative of the Noteholders for its services as Representative of the Noteholders, an annual fee for its services as Representative of the Noteholders from the Issue Date, as agreed either in the initial agreement(s) for the issue of and subscription for the Notes or in separate fee letter. Such fees shall accrue from day to day and shall be payable in accordance with the applicable Priority of Payments.

26. Duties and Powers of the Representative of the Noteholders

26.1 *Legal representative of the Organisation of the Noteholders*

The Representative of the Noteholders is the legal representative of the Organisation of the Noteholders and has the power to exercise the rights conferred on it pursuant to the Transaction Documents in order to protect the interests of the Noteholders.

26.2 *Meetings and implementation of Resolutions*

Subject to Article 28.9 (*Illegality*), the Representative of the Noteholders is responsible for implementing all resolutions of the Noteholders and has the right to convene Meetings to propose any course of action which it considers from time to time necessary or desirable.

26.3 *Delegation*

26.3.1 The Representative of the Noteholders may also, whenever it considers it expedient and in the interest of the Noteholders, whether by power of attorney or otherwise, delegate to any person(s) specific activities vested in it as aforesaid.

26.3.2 The terms and conditions (including power to sub-delegate) of such appointment shall be established by the Representative of the Noteholders depending on what it deems suitable in the interest of the Noteholders.

26.3.3 The Representative of the Noteholders shall not, other than in the normal course of its business, be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by any misconduct, omission or default on the part of such delegate or sub-delegate, provided that the Representative of the Noteholders shall use all reasonable care in the appointment of any such delegate and shall be responsible for the instructions given by it to such delegate (*culpa in eligendo*).

26.3.4 As soon as reasonably practicable, the Representative of the Noteholders shall give notice to the Issuer of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer of the appointment of any sub-delegate as soon as reasonably practicable.

26.4 *Judicial proceedings*

The Representative of the Noteholders is authorised to represent the Organisation of the Noteholders, *inter alia*, in any judicial proceedings.

27. Resignation of the Representative of the Noteholders

27.1 *Resignation*

The Representative of the Noteholders may resign at any time by giving at least three calendar months' written notice to the Issuer, with no need to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation.

27.2 *Effectiveness*

The resignation of the Representative of the Noteholders shall not become effective until a new Representative of the Noteholders has been appointed by an Extraordinary Resolution of the Most Senior Class of Noteholders and such new Representative of the Noteholders has accepted its appointment provided that if the Noteholders fail to select a new Representative of the Noteholders within three months of written notice of resignation delivered by the Representative of the Noteholders, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to Article 25.

28. Exoneration of the Representative of the Noteholders

28.1 *Limited obligations*

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

28.2 *Other limitations*

Without limiting the generality of Article 28.1, the Representative of the Noteholders:

(i) shall not be under any obligation to take any steps to ascertain whether a Trigger Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under any other Transaction Document has occurred, and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Trigger Event has occurred;

(ii) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any other parties of their obligations contained in the Terms and Conditions and hereunder or, as the case may be, in any Transaction Document to which each such party is a party, and until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that the Issuer and each other party to the Transaction Documents are carefully observing and performing all their respective obligations;

(iii) except as otherwise required under these Rules or the Transaction Documents, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Transaction Document;

(iv) shall not be responsible for (or for investigating) the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Transaction Document, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

(1) the nature, status, creditworthiness or solvency of the Issuer;

(2) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection herewith;

(3) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;

(4) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Portfolio; and

(5) any accounts, books, records or files maintained by the Issuer, the Servicer, and the Paying Agent or any other person in respect of the Portfolio or the Notes;

(v) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

(vi) shall have no responsibility to procure that the Rating Agencies or any other credit or rating assessment institution or any other subject maintain the rating of the Rated Notes;

(vii) shall not be responsible for (or for investigating) any matter which is the subject of any recital, statement, warranty or representation by any party other than the Representative of the Noteholders contained herein or in any Transaction Document or any certificate, document or agreement relating to thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;

(viii) shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer in relation to the Portfolio or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;

(ix) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or any Transaction Document;

(x) shall not be under any obligation to guarantee or procure the repayment of the Portfolio or any part thereof;

(xi) shall not be obliged to evaluate the consequences that any modification of these Rules or any of the Transaction Documents or exercise of its rights, powers and authorities may have for any individual Noteholder;

(xii) shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other party any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these Rules and no Noteholder, Other Issuer Creditor or any other party shall be entitled to take any action to obtain from the Representative of the Noteholders any such information;

(xiii) shall not be responsible for reviewing or investigating any report relating to the Portfolio provided by any person;

(xiv) shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Portfolio or any part thereof;

(xv) shall not be responsible for (except as otherwise provided in the Terms and Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Portfolio and the Notes; and

(xvi) shall not be deemed responsible for having acted pursuant to instructions received from the Meeting, even if it is later discovered that the Meeting had not been validly convened or constituted, and that such resolution had not been duly approved or was not otherwise valid or binding for the Noteholders.

28.3 *Discretion*

28.3.1 The Representative of the Noteholders:

(i) save as expressly otherwise provided herein and in the Intercreditor Agreement, shall have absolute discretion as to the exercise, non-exercise or refraining from exercise of any right, power and discretion vested in the Representative of the Noteholders by these Rules or by operation of law, and the Representative of the Noteholders shall not be responsible for any loss, cost, damage, expense or inconvenience resulting from the exercise, non-exercise or refraining from exercise thereof except insofar as the same are incurred as a result of its wilful default (*dolo*) or gross negligence (*colpa grave*);

(ii) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, the Representative of the Noteholders has the right - but not the obligation - to convene a Meeting or Meetings in order to obtain the Noteholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Noteholders shall be entitled to request that the Noteholders indemnify it and/or provide it with security to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities which it may incur by taking such action;

(iii) may certify whether or not a Trigger Event is in its opinion prejudicial to the interest of the Noteholders and any such certification shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other subject party to the Transaction Documents;

(iv) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these Rules, the Notes or any other Transaction Documents may be remedied, and if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Transaction Documents;

28.3.2 Any consent or approval given by the Representative of the Noteholders under these Rules and any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders deems appropriate.

28.4 *Certificates*

The Representative of the Noteholders:

(i) may act on the advice of or a certificate or opinion of or any information obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise, and shall not be responsible for any loss incurred by so acting in the absence of gross negligence (*colpa grave*) or wilful default (*dolo*) on the part of the Representative of the Noteholders;

(ii) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter, a certificate duly signed by the Issuer, and the Representative of the Noteholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless it has information which casts a doubt on the truthfulness of the certificates signed by the Issuer;

(iii) shall have the right to call for (or have the Issuer call for) and to rely on written attestations issued by any one of the parties to the Intercreditor Agreement, or by any Other Issuer Creditor or by a Rating Agency. The Representative of the Noteholders shall not be required to seek additional evidence and shall not be held responsible for any loss, liability, cost, damage, expense, or charge incurred as a result of having failed to do so.

28.5 *Ownership of the Notes*

28.5.1 In order to ascertain ownership of the Notes, the Representative of the Noteholders may fully rely on the certificates issued by any authorised institution listed in Article 83 *sexies* of the Financial Law Consolidated Act, which certificates are conclusive proof of the statements attested to therein.

28.5.2 The Representative of the Noteholders may assume without enquiry that no Notes are, at any given time, held by or for the benefit of the Issuer.

28.6 *Certificates of Monte Titoli Account Holders*

The Representative of the Noteholders, in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with Regulation 13 August 2018, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

28.7 *Certificates of Clearing Systems*

The Representative of the Noteholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Representative of the Noteholders considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Notes.

28.8 *Rating Agencies*

The Representative of the Noteholders 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 interest of the Noteholders if, along with other factors, the Rating Agencies have confirmed that the then current rating of the Rated Notes would not be adversely affected by such exercise, or have otherwise given their consent. If the Representative of the Noteholders, in order properly to exercise its rights or fulfil its obligations, deems it necessary to obtain the valuation of the Rating Agencies regarding how a specific act would affect the rating of the Rated Notes, the Representative of the Noteholders shall so inform the Issuer, which will have to obtain the valuation at its expense on behalf of the Representative of the Noteholders, unless the Representative of the Noteholders wishes to seek and obtain the valuation itself.

28.9 *Illegality*

No provision of these Rules shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations or to expend or otherwise risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretion,

and the Representative of the Noteholders may refrain from taking any action which would or might, in its opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action. The Representative of the Noteholders may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

29. Amendments to the Transaction Documents

29.1 *Consent of the Representative of the Noteholders*

The Representative of the Noteholders may agree to any amendment or modification to these Rules or to any of the Transaction Documents, without the prior consent or sanction of the Noteholders if in its opinion:

(i) it is expedient to make such amendment or modification in order to correct a manifest error or an error of a formal, minor or technical nature; or

(ii) save as provided under paragraph (i) above, such amendment or modification (which shall be other than in respect of a Basic Terms Modification or any provision in these Rules which makes a reference to the definition of "Basic Terms Modification") is not materially prejudicial to the interest of the Most Senior Class of Noteholders.

29.2 *Binding nature of amendments*

Any such amendment or modification shall be binding on the Noteholders and the Other Issuer Creditors and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall procure that such amendment or modification be notified to the Noteholders and the Other Issuer Creditors as soon as practicable thereafter.

30. Indemnity

30.1 *Indemnification*

Pursuant to the Subscription Agreements, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Noteholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, receivables and demand (including, without limitation, legal fees and any applicable tax, value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or any subject to which the Representative of the Noteholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authority and discretion and the performance of its duties under and otherwise in relation to these Rules and the Transaction Documents, including but not limited to legal and travelling expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders pursuant to the Transaction Documents against the Issuer, or any other person to enforce any obligation under these Rules, the Notes or the Transaction Documents, except insofar as the same are incurred because of the fraud, gross negligence or wilful default of the Representative of the Noteholders or the abovementioned appointed persons. It remains understood and agreed that such costs, expenses and liabilities shall be reasonably incurred.

30.2 *Liability*

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Noteholders.

TITLE IV

THE ORGANISATION OF THE NOTEHOLDERS AFTER SERVICE OF A TRIGGER NOTICE

31. Powers

It is hereby acknowledged that, upon the occurrence of a Trigger Event, pursuant to the Intercreditor Agreement, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of

the Noteholders, shall be entitled - also in the interest of the Other Issuer Creditors, pursuant to Articles 1411 and 1723 of the Italian Civil Code - to exercise certain rights in relation to the Portfolio. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, will be authorised, pursuant to the terms of the Intercreditor Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, any and all of the Issuer's rights under certain Transaction Documents, including the right to give directions and instructions to the relevant parties to the relevant Transaction Documents.

TITLE V

GOVERNING LAW AND JURISDICTION

32. Governing law and Jurisdiction

32.1 *Governing law*

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

32.2 *Jurisdiction*

Any dispute arising from the interpretation and execution of these Rules or from the legal relationships established by these Rules will be submitted to the exclusive jurisdiction of the Courts of Bolzano.

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 Information Memorandum and of which prospective Noteholders should be aware. It is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Information Memorandum.

The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

The Securitisation Law applies to securitisation transactions involving the "true sale" (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with Article 3 of the Securitisation Law (the "**SPV**") and all amounts paid by the debtors in respect of the receivables are to be used by the SPV exclusively to meet its obligations under the notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction.

In 2013 and 2014, the Securitisation Law was subject to various amendments aimed at strengthening the legislative framework of the Italian securitisation transactions. Such amendments were introduced by Decree No. 145 and Decree No. 91 (the "**Decrees**").

The Issuer

According to the Securitisation Law, the SPV shall be a *società di capitali*.

Under the regime normally prescribed for Italian companies under article 2412 of the Italian Civil Code, it is unlawful for any company (other than banks) to issue securities for an aggregate amount exceeding twice the company's share capital. Under the provisions of the Securitisation Law, the standard provisions described above are inapplicable to the SPV.

The SPV is subject to the provisions contained in Chapter V of the Consolidated Banking Act and must be registered on the register of securitisation vehicles companies held pursuant to article 4 of the Regulation of the Bank of Italy dated 7 June 2017.

The enforcement proceedings in general

The enforcement proceedings can be carried out on the basis of final judgments or other legal instruments known collectively as *titoli esecutivi*.

Save where the law provides otherwise, the enforcement must be preceded by service of the order for the execution (*formula esecutiva*) and the notice to comply (*atto di precetto*).

The notice to comply (*atto di precetto*) is a formal notice by a creditor to his debtor advising that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days but not more than 90 days from the date on which the notice to comply (*atto di precetto*) is served). If delay would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian Code of Civil Procedure provides for different rules concerning respectively:

- distraint and forced liquidation of mobile goods in possession of the debtor;
- distraint and forced liquidation of debtor's receivables or mobile goods in possession of third parties;

and

- distraint and forced liquidation of real estate properties.

The Italian Code of Civil Procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distraint and forced liquidation of assets are carried out in the following steps:

- first, the debtor's goods are seized;
- second, other creditors may intervene;
- third, the debtor's assets are liquidated; and
- fourth, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

On 30 June 2016, the Italian Parliament approved Law No. 119 (the "**Law 119**") adopted with the aim of improving the efficiency of the civil justice system and the insolvency proceedings, with particular regard to the safeguard and the valorisation of credits recovery. The main relevant changes introduced by Law 119 relate to:

(i) the enforcement proceedings regulated by the Italian Code of Civil Procedure;

(ii) the insolvency proceedings regulated by the Bankruptcy Law.

Enforcement proceedings on movable assets in possession of the debtor

With reference to the seizure and forced liquidation of movable assets in possession of the debtor, seizure begins with the application of the lawyer to the bailiff to proceed at the debtor's house/office or other place and to seize all the debtor's movable assets he will find there. The bailiff may look for the movables assets to seize in the debtor's house or in other places related to him and he is free to evaluate assets found and keep them seized. However, certain items of personal property cannot be seized.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized. Normally the debtor is named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence.

After the seizure, the bailiff must deposit the record and the title executed and the notice to comply in the chancery of the execution judge. In this moment the chancellor will open the file of the execution.

After the deposit of the written petition above, the judge fixes the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge fixes the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount who must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the

judge will pay the secured creditor's principal debt and the interests and also the costs of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge is agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distraint is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, should he prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He may select various types of property and may bring proceedings in more than one district. However, if he selects more properties than necessary to satisfy his right, the debtor may apply to have this selection restricted. The creditor who requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrained property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors in lieu of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute. Unless the property is perishable, a motion to sell or assign it may not be made until at least ten days after distraint, but within 45 days.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

(a) money received upon the sale or assignment of the debtor's assets;

(b) rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distraint; and

(c) penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

- costs and expenses of the proceeding are paid first;
- preferred creditors are paid in the order of their degree of priority;
- unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;
- creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and
- any surplus is returned to the debtor.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and he will decide. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Forced Sale of Debtor's Goods and Real Estate Assets

A lender may resort to a forced sale of the debtor's (or guarantor's) goods *(pignoramento mobiliare)* or real estate assets *(pignoramento immobiliare)*, having previously been granted a "judicial" mortgage following a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Forced sale proceedings are directed against the debtor's properties following notification of an *atto di precetto* to the borrower together with a *titolo esecutivo* obtained from a court.

The attachment of the debtor's movable properties is carried out at the debtor's premises or on third party's premises by a bailiff who removes the attached property or forbids the debtor from in any way transferring or disposing of the attached goods, and appoints a custodian thereof (in practice usually the debtor himself).

Not earlier than 10 (ten) days but not later than 90 (ninety) days from the attachment:

(a) in case of a *pignoramento mobiliare*, the creditor may ask the court to deliver to himself all monies found at the debtor's premises, to transfer properties consisting of listed or marketed equities and to sell with or without auction the remaining attached goods; and

(b) in case of a *pignoramento immobiliare*, the mortgage lender may request the court to sell the mortgaged property.

The average length of a *pignoramento mobiliare*, from the court order or injunction of payment to the final sharing-out, is about 3 (three) years.

The average length of a *pignoramento immobiliare*, from the court order or injunction of payment to the final sharing-out, is between 6 (six) and 7 (seven) years. In the medium-sized central and northern Italian cities it can be significantly less whereas in major cities or in southern Italy the duration of the procedure can significantly exceed the average.

Insolvency proceedings

A commercial entrepreneur (*imprenditore che esercita un'attività commerciale*) qualifying under Article 1 of the Italian Bankruptcy Law may be subject to insolvency proceedings (*procedure concorsuali*). Insolvency proceedings under the Italian Bankruptcy Law may take the form of, inter alia, bankruptcy (*fallimento*) or a composition with creditors (*concordato preventivo*).

Bankruptcy proceedings are applicable to commercial entrepreneurs that are in state of insolvency. A debtor can be declared bankrupt (*fallito*) (either by its own initiative or upon the initiative of any of its creditors) if it is not able to timely and duly fulfill its obligations. The debtor loses control over all its assets and of the

management of its business which is taken over by a court-appointed receiver (*curatore fallimentare*).

Once judgment has been made by the court on the basis of the evidence of the creditors and the opinion of the *curatore fallimentare*, and the creditors' claims have been approved, the sale of the debtor's property is conducted in a manner similar to foreclosure proceedings or forced sale of goods, as the case may be. After insolvency proceedings are commenced, no legal action can be taken against the debtor and no foreclosure proceedings or forced sale proceedings may be initiated. Moreover, all action taken and proceedings already initiated by creditors are automatically suspended.

An entrepreneur which is in a crisis situation may propose to its creditors a creditors composition (*concordato preventivo*). The proposed composition plan may provide for the restructuring of debt and terms for the satisfaction of creditors, the transfer of business activities, the grouping of creditors in classes and their proposed treatment. The proposed composition plan must be accompanied by specific documentation relating to, inter alia, the financial situation of the enterprise and a report by an expert certifying that the data relating to the enterprise are true and the proposed composition plan is feasible. A proposal for a composition plan is approved if it receives the favourable vote of creditors representing the majority of the claims admitted to vote; in case of classes of creditors, such majority shall be verified also in respect of the majority of the classes. If an approved composition plan is not challenged in court, the court will validate the composition plan by decree; such decree terminates the procedure.

Italian law also provides for special bankruptcy proceedings applying only to large corporations (so-called "*amministrazione straordinaria*"), which are not only Court-supervised but also government-supervised.

The *amministrazione straordinaria* proceedings consist of:

(a) the adoption of a rehabilitation program which might alternatively be (i) a program of corporate restructuring (for a period of maximum of two years); or (ii) a program of asset disposals (for a period of maximum of one year);

(b) stay of actions by creditors;

(c) appointment by the Government of one or three extraordinary receivers (*commissario straordinario*) to substitute the existing management in the company's operations.

The Court shall assess the prospects of the plan's success on the basis of the reports submitted by the receiver/s; the Court then either issues a decree to place the enterprise under the administration proceeding or orders a judicial liquidation.

Rules provided for bankruptcy proceeding applies to some extent to *amministrazione straordinaria* proceedings.

Attachment of Debtor's Credits

Attachment proceedings may be commenced also on due and payable credits of a borrower (such as bank accounts, salary etc.) or on borrower's movable property which is located on third party premises.

Accounting treatment of the Receivables

Pursuant to Bank of Italy Regulations, the Accounting Information relating to the securitisation of the Receivables will be contained in the SPV's *Nota Integrativa*, which, together with the Balance Sheet and the Profit and Loss statements, form part of the financial statements of Italian companies.

Recent main changes in Italian bankruptcy, tax and civil procedure law

Certain provisions of Italian law have been amended or have entered into force only recently and, therefore,

may be subject to further implementation and/or interpretations by Italian Courts and have not been tested to date in the Italian courts. In this respect, without prejudice to the above-mentioned approval of the Insolvency Code, the most recent reforms that have been implemented on the main Italian bankruptcy legislation includes the Law Decree No. 83 of 27 June 2015 (*Misure urgenti in materia, fallimentare, civile e processuale civile e di organizzazione e funzionamento dell'amministrazione giudiziaria*) converted into law by Law No. 132 of 6 August 2015 (the "**Decree No. 83**"), providing for some significant changes in Italian bankruptcy, tax and civil procedure law.

The main features of the reform implemented by Decree No. 83 are summarised herein below:

(a) the rules governing the deductibility for tax purposes by banks and financial intermediaries of losses and write-off relating to receivables have been amended. Under the new rules both losses deriving from assignment of receivables and losses and write-off of receivables vis-à-vis customers (*crediti verso la clientela*) are entirely deductible in the fiscal year in which they are registered in the financial statements of the aforesaid companies. This provision has shortened the timeframe previously provided for deducting losses and write-off of receivables, which was equal to five fiscal years;

(b) debt enforcement proceedings have been accelerated and simplified, and judicial sales expedited;

(c) banks and financial intermediaries holding the majority of a company's overall debt can (subject to certain conditions) restructure its indebtedness, even in the face of a significant dissenting minority financial creditor;

(d) access to new financing has been simplified, enjoying super-priority, and the removal of claw back risk for bridging loans (including shareholder loans) for a company when proposing a pre-bankruptcy creditors arrangement or debt restructuring;

(e) creditors representing 10% of overall indebtedness are now entitled to present alternative proposals to those proposed by the debtor if the company's proposals do not satisfy at least 40% of non-preferred creditors in case of liquidation or 30% in an on-going scenario. Measures have been introduced which will likely lead to greater use of controlled auctions in prepack creditor arrangements involving business sales, favouring independent investor participation. Such sales may now be completed even before court certification of the approved creditor arrangement, prioritising business continuity;

(f) a specific discipline has been provided in relation to the consequences of the termination of financial leasing contract (please see the paragraph "*Italian Law on Leasing*" below for more details on this provision); and

(g) a number of measures have been introduced to enhance the speed and effectiveness of bankruptcy proceedings, including the imposition of deadlines for bankruptcy trustee activities with the real threat of removal for failure to comply and the facilitation of interim distributions to creditors.

These provisions of Decree No. 83 have not been tested in any case law nor specified in any further regulation.

Italian Law on Leasing

The contract of financial leasing (*locazione finanziaria*) ("**Financial Leasing**") has been recently disciplined and identified under Law No. 124 of 4 August 2017 (the "**2017 Italian Competition Law**"), pursuant to which Financial Leasings are agreements in the context of which a regulated bank or a financial intermediary registered under article 106 of the Consolidated Banking Act agrees to purchase or procure an asset selected by the lessee who then assumes all the risks, including of loss or destruction of the asset, in return for lease payments. Accordingly, three parties are generally involved in a financial leasing transaction (i.e.,

lessor, lessee and supplier) which involves the execution of two contracts: the Financial Leasing agreement between lessor and lessee and the transfer agreement between the supplier and the lessor. The Italian Supreme Court has established that although these contracts are separate, there is a contractual link between them arising from the fact that the assets acquired by the lessor from the supplier are selected and chosen by the lessee, who is responsible for their maintenance and is subject to the risk of their loss. The 2017 Italian Competition Law further specifies that (a) the payments to be made by the lessee under a Financial Leasing shall be calculated on the basis of (i) the amount paid by the lessor to acquire the right of ownership of the lease asset and (ii) the duration of the agreement, and (b) that, upon the agreed contractual maturity, the lessee shall have the option to acquire the ownership of the asset at the agreed price (*riscatto*), or to return it to the lessor.

In a number of decisions given by the Italian Supreme Court in 1989 and confirmed, inter alia, by a decision given by the *Sezioni Unite* of the Supreme Court in 1993 (Cass. Sez. Un., 7.1.93, No. 65), contracts of Financial Leasing are divided into two different types: firstly, "*leasing finanziario di godimento*", under which the payment of the agreed rentals represents only, in line with the intention of the parties involved, remuneration for the use of the Leased Property by the lessee; and secondly, "*leasing finanziario traslativo*", under which the parties foresee, at the time of the conclusion of the contract, that the Leased Property (in view of its nature, the envisaged use and the duration of the contract) is to retain, upon expiry of the contract, a residual value significantly higher than the "*riscatto*". Accordingly, it is reasonable to hold that rentals to be paid under "*leasing finanziario traslativo*" represent part of the consideration for the transfer of the Leased Property to the lessee following expiry of the contract upon payment of the "riscatto", and that the exercise of the purchase option and transfer of the Leased Property to the lessee upon expiry of the contract forms part of the original intention of the parties to the contract.

According to certain case law, the provisions of article 1526 of the Italian Civil Code are to be applied by analogy to contractual relationships between lessors and lessees under the "*leasing finanziario traslativo*". Article 1526 of the Italian Civil Code establishes that in relation to a sale by instalments with retention of title, if the contract is terminated as a result of the non-performance by the purchaser of its obligations, the vendor must repay the instalments received, save for its right to an equitable compensation for the use of the goods and damages. Such provisions of article 1526 do not apply to "*leasing finanziario di godimento*" in respect of which the general provisions of the Italian Civil Code shall apply; according to article 1458, paragraph 1, of the Italian Civil Code, termination of a lease contract for breach of contract has, as between the parties thereto, a retroactive effect unless the lease contract provides for continuing performance, in which case the termination does not affect those acts already performed by the parties.

Therefore, according to the above-referenced interpretation of the case law, in the event of termination of a lease contract for breach by the lessee, under "*leasing finanziario di godimento*", the lessor is entitled to have the Leased Property returned to him, to retain the amounts received in respect of the rental payments matured prior to termination and, in case of bankruptcy or insolvency of the lessee, to prove for the unpaid rental payments matured before the declaration of bankruptcy. On the contrary, in the event of termination of a "*leasing finanziario traslativo*", the lessee (or the receiver in case of bankruptcy or insolvency of the lessee) has the right to receive from the lessor any amounts paid in respect of rental payments before termination but the lessee must return the Leased Property to the lessor and pay to the lessor an equitable compensation for use of the Leased Property and where appropriate, damages.

Decree No. 83 has added a new paragraph to article 169-bis of the Italian Bankruptcy Law, in order to provide a specific discipline in relation to the consequences of the termination of Financial leasing contracts. In particular, it has been provided that, in case of termination of a financial leasing contract, the lessor will have the right to receive the Leased Property back and must pay to the lessee the difference (if any) between the higher amount deriving from the sale of such Leased Property or the other use of it and the outstanding capital amount owed by the lessee to the lessor. When paid, any such sum will become part of the bankruptcy estate. The lessor will have a claim towards the lessee for a credit equal to the difference

between the credit held on the date the application is filed and the revenues derived by way of new use of the Leased Property.

The 2017 Italian Competition Law introduced two hypothesis of serious breach of contract with respect to Financial Leasings occurring, respectively, when: (i) the lessee fails to pay six monthly instalments or two non-consecutive quarterly instalments or an equivalent amount in the case of Financial Leasings related to real estate leases; (ii) the lessee fails to pay four monthly instalments, also non-consecutive, or an equivalent amount, for other Financial Leasings. Following the termination of the Financial Leasing for serious breach of the contract the lessor may repossess the underlying asset and sell it to third parties in order to satisfy its claims vis-à-vis the lessee with respect to any unpaid Financial Leasing's instalments, present and future (in such latter case, taking into account only the principal amount related to future instalments), the price agreed for the lessee to exercise the purchase option of the underlying asset and the expected cost of recovery and maintenance of the asset prior to its disposal. In case of disposal of the underlying asset: (i) to the extent that the corresponding proceeds are not sufficient to satisfy in full the lessor's claims, the lessor is be entitled to the unpaid part of such claims, and (ii) in case of such proceeds exceeding the lessor's claims, the lessor shall pay to the lessee any such excess amount.

Furthermore, the 2017 Italian Competition Law sets forth further rules related to the disposal of the underlying assets; in particular (a) in order to sell the underlying asset, the lessor shall sell it (or reallocate it) at the value resulting from public market surveys, or were such surveys not available with respect to the underlying asset, at the value calculated by an expert chosen by mutual agreement of the parties or, in case of the parties failing to choose such expert, by an independent expert chosen by the lessor among at least three entities previously notified to the lessee, who may then express his preference with respect to the independent expert; and (b) the disposal of the underlying asset shall be carried out in accordance with the criteria of celerity and transparency and the disposal procedure shall be advertised in order to identify the best bidder. In any case it shall be noted that the afore mentioned provisions related to Financial Leasings under the 2017 Italian Competition Law are without prejudice to article 72-quarter of Royal Decree 16 March 1942, no. 267 (the Italian insolvency law) and article 1, paragraphs 76, 77, 78, 79, 80 and 81 of law 28 December 2015, no. 208.

TAXATION

The following is a general summary of current Italian law and practice relating to certain Italian tax considerations concerning the purchase, ownership and disposal of the Notes. It does not purport to be a complete analysis of all tax considerations that may be relevant to your decision to purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of prospective beneficial owners of Notes, some of which may be subject to special rules.

This summary is based upon tax laws and practice of Italy in effect on the date of this Information Memorandum which are subject to change potentially retroactively. Prospective Noteholders should consult their tax advisers as to the consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Prospective Noteholders who may be unsure as to their tax position should seek their own professional advice.

1. INCOME TAX

Article 6, paragraph 1, of Law 130/99 and Decree No. 239, as subsequently amended, provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including any difference between the redemption amount and the issue price, hereinafter collectively referred to as "**Interest**") from notes issued by a company incorporated pursuant to Law 130/99.

Italian Resident Noteholders

Where an Italian resident Noteholder is:

(a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the *risparmio gestito* regime – see under "**Capital gains tax**" below);
(b) a non-commercial partnership;
(c) a private or public institution other than companies, and trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or
(d) an investor exempt from Italian corporate income taxation,

Interest relating to the Notes, 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. All the above categories are qualified as "net recipients".

In the event that the Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and the relevant Interest must be included in their relevant income tax return. As a consequence, the Interest will be subject to ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the taxation on income due.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996, may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Where an Italian resident Noteholder is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva*. It must, however, be included in the relevant Noteholder's income tax return and is therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP (the regional tax on productive activities ("**IRAP**")).

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001, 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, all as amended, payments of Interest in respect of the Notes 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, or pursuant to article 14-*bis* of Law No. 86 of 25 January 1994, and Italian real estate SICAFs (together, the "**Real Estate Funds**") are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund, a SICAF ("*Società di investimento a capitale fisso*") or a SICAV ("*Società di investimento a capitale variabile*") 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 Notes are held by an authorised intermediary, Interest accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where an Italian resident Noteholders is a pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) (the "**Pension Fund**") and the Notes are deposited with an authorised intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax (the "**Pension Fund Tax**"). Subject to certain conditions (including minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the Pension Fund Tax pursuant to Article 1, paragraph 92, of Law No. 232 of 11 December 2016 Finance Act 2017, as amended and supplemented from time to time, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by 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 brokers and other entities identified by a decree of the Ministry of Finance (each an "**Intermediary**").

An Intermediary must (i) (a) be resident in Italy or (b) be a permanent establishment in Italy of a non-Italian resident financial intermediary or (c) be an entity or a company not resident in Italy, acting through a system of centralised administration of notes and directly connected with the Department of Revenue of the Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239, and (ii) intervene, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary paying Interest to a Noteholder or, absent that, by the Issuer.

Non-Italian resident Noteholders

Where the Noteholder is a non-Italian resident, without a permanent establishment in Italy to which the Notes are effectively connected, payments of Interest in respect of the Notes will not be subject to *imposta sostitutiva* provided that:

(a) they are made to beneficial owners who are resident for tax purposes in a state or territory which allows an adequate exchange of information with Italy as listed in the Decree of the Minister of Finance dated 4 September 1996, as amended and supplemented by Ministerial Decree of 23 March 2017, and possibly further amended by future decree issued pursuant to Article 11 paragraph 4 (c) of Decree 239 (the "**White List**"); and

(b) 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 the *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organisations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in countries included in the White List, even if it does not possess the status of taxpayer therein; and (iii) Central Banks or entities which manage, inter alia, the official reserves of a foreign State.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected must be the beneficial owners of the payments of Interest and must:

(a) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and

(b) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. This statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001. Additional statements may be required for non-Italian resident Noteholders who are institutional investors.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to Interest paid to Noteholders which do not qualify for the exemption or fail to comply in due time with the formalities and procedures set out by Decree No. 239 and related implementing rules.

Non-Italian resident Noteholders who are subject to the *imposta sostitutiva* might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant Noteholder, provided all conditions for its application are met.

2. CAPITAL GAINS TAX

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the rate of 26 per cent. The Noteholders may set off any losses with their gains.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below:

(a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Noteholders 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 Noteholder pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder 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.

(b) As an alternative to the tax declaration regime, Italian resident Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to:

(i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and

(ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder.

The depository must account for the *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also 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 Noteholders or using funds provided by the Noteholders for this purpose. Under the *risparmio amministrato* regime, any possible capital loss resulting from a sale or redemption or certain other transfer of the Notes may be deducted from capital gains subsequently realized, 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 Noteholders are not required to declare the capital gains in the annual tax return.

(c) Any capital gains realised by Italian resident Noteholders under (i) to (iii) above who have entrusted the management of their financial assets (including the Notes) to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Any depreciation of the managed assets accrued at the 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 Noteholders are not required to declare the capital gains realised in the annual tax return.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996, may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Any capital gains realised by a Noteholder who is a Fund will neither be subject to *imposta sostitutiva* on capital gains, nor to any other income tax in the hands of the relevant Noteholders; the Collective Investment Fund Tax will be levied on proceeds distributed by the Fund or received by certain categories of unitholders upon redemption or disposal of the units.

Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

Any capital gains realized by a Noteholder who is a Pension Fund will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the Pension Fund Tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes traded on regulated markets (and, in certain cases, subject to filing of required documentation) are neither subject to the *imposta sostitutiva* nor to any other Italian income taxes.

Capital gains realised by non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that a proper documentation is filed and the relevant beneficial owner is either:

(a) resident in a State included in the White List or, absent that, in the list set out by Italian Ministerial Decree dated 4 September 1996, as amended from time to time;
(b) an international entity or body set up in accordance with international agreements which have entered into force in Italy;
(c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or
(d) an "institutional investor", whether or not subject to tax, which is established in a State included in the White List or, absent that, the list set out by Italian Ministerial Decree dated 4 September 1996, as amended from time to time.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes issued by an Italian resident issuer and not traded on regulated markets 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 Notes are connected that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale or redemption of Notes are to be taxed only in the country of tax residence of the

recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of the Notes.

3. INHERITANCE AND GIFT TAXES

Transfers of any valuable asset (including the Notes 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 gift exceeding, for each beneficiary, €1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or gift exceeding, for each beneficiary, €100,000; 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 gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (a), (b) and (c) on the value exceeding, for each beneficiary, €1,500,000.

Under certain conditions the mortis causa transfer of financial instruments included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law are exempt from inheritance taxes.

4. TRANSFER TAX

Following the repeal of the Italian transfer tax, contracts relating to the transfer of securities are subject to the following registration tax: (i) public deeds and notarised deeds are subject to fixed registration tax at a rate of €200; (ii) private deeds are subject to registration tax only in the case of use (*caso d'uso*) or voluntary registration.

5. STAMP DUTY

Pursuant to article 13 of the tariff attached to Presidential Decree No. 642 of 26 October 1972 ("**Decree No. 642**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to a Noteholder in respect of any Notes which may be deposited with such financial intermediary. The stamp duty applies at a rate of 0.20 per cent.; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Notes held. The stamp duty cannot exceed €14,000.00 for Noteholders other than individuals.

The statement is deemed to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods less than 12 months, the stamp duty is payable on a *pro-rata basis*.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on 24 May 2012, the stamp duty applies to any investor who is a client - regardless of the fiscal residence of the investor - (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.

6. WEALTH TAX ON SECURITIES DEPOSITED ABROAD

According to the provisions set forth by Law No. 214 of 22 December 2011, as amended and supplemented, Italian resident individuals, Italian non-commercial private or public institutions or Italian non-commercial partnership holding the Notes outside the Italian territory are required to pay an additional wealth tax at a rate of 0.20 per cent. ("**IVAFE**"). For taxpayers other than individuals, IVAFE cannot exceed €14,000 per year. In this case the above mentioned stamp duty provided for by article 13 of the tariff attached to Decree No. 642 does not apply.

This tax is calculated on the market value of the Notes at the end of the relevant year or – if no market value is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Financial assets held abroad are excluded from the scope of the wealth tax if they are administered by Italian financial intermediaries pursuant to an administration agreement. In this case, the above mentioned stamp duty provided for by article 13 of the tariff attached to Decree No. 642 does apply.

7. TAX MONITORING

According to the Law Decree No. 167 of 28 June 1990, converted with amendments into Law No. 227 of 4 August 1990, as amended from time to time, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with article 5 of Presidential Decree No. 917 of 22 December 1986) resident in Italy for tax purposes, under certain conditions, are required to report for tax monitoring purposes in their yearly income tax the amount of investments (including the Notes) directly or indirectly held abroad. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owners ("*titolari effettivi*") of the instrument.

Furthermore, the above reporting requirement is not applicable with respect to: (i) Notes deposited for management with qualified Italian financial intermediaries; (ii) contracts entered into through the intervention of qualified Italian financial intermediaries, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed by deposits and/or bank accounts and their aggregate value does not exceed a €15,000 threshold throughout the year.

SUBSCRIPTION AND SALE

1. THE SENIOR NOTES SUBSCRIPTION AGREEMENT

Pursuant to the Senior Notes Subscription Agreement Hypo Vorarlberg has agreed to subscribe for the Senior Notes at the issue price of 100 per cent. of their principal amount on issue.

The Senior Notes Subscription Agreement is subject to a number of conditions and may be terminated by the Senior Notes Subscriber in certain circumstances prior to payment for the Senior Notes to the Issuer.

The Issuer and the Originator, jointly and severally, have undertaken to indemnify the Senior Notes Subscriber and the Representative of the Noteholders against certain liabilities in connection with the issue and subscription of the Notes.

The Originator have undertaken to indemnify the Arranger and the Representative of the Noteholders against certain liabilities in connection with the issue and subscription of the Notes.

No commission, fee or concession shall be due and payable to the Senior Notes Subscriber as consideration for the subscription of the Senior Notes.

The Senior Notes Subscription Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Senior Notes Subscription Agreement (including a dispute relating to the existence, validity or termination of the Senior Notes Subscription Agreement or any non-contractual obligation arising out of or in connection with it).

2. THE MEZZANINE NOTES SUBSCRIPTION AGREEMENT

Pursuant to the Mezzanine Notes Subscription Agreement Hypo Vorarlberg has agreed to subscribe for the Mezzanine Notes at the issue price of 100 per cent. of their principal amount on issue.

The Mezzanine Notes Subscription Agreement is subject to a number of conditions and may be terminated by Hypo Vorarlberg in certain circumstances prior to payment for the Mezzanine Notes.

No commission, fee or concession shall be due and payable to the Mezzanine Notes Subscriber as consideration for the subscription of the Mezzanine Notes.

The Mezzanine Notes Subscription Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Mezzanine Notes Subscription Agreement (including a dispute relating to the existence, validity or termination of the Mezzanine Notes Subscription Agreement or any non-contractual obligation arising out of or in connection with it).

3. THE JUNIOR NOTES SUBSCRIPTION AGREEMENT

Pursuant to the Junior Notes Subscription Agreement Hypo Vorarlberg has agreed to subscribe for the Mezzanine Notes and the Junior Notes at the issue price of 100 per cent. of their principal amount on issue.

The Junior Notes Subscription Agreement is subject to a number of conditions and may be terminated by Hypo Vorarlberg in certain circumstances prior to payment for the Junior Notes.

No commission, fee or concession shall be due and payable to the Junior Notes Subscriber as consideration for the subscription of the Junior Notes.

The Junior Notes Subscription Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Italian Law and the Courts of Bolzano shall have exclusive jurisdiction in relation to any disputes arising in respect of the Junior Notes Subscription Agreement (including a dispute relating to the existence, validity or termination of the Junior Notes Subscription Agreement or any non-contractual obligation arising out of or in connection with it).

4. SELLING RESTRICTIONS

4.1 General

Under the Subscription Agreements, each of the Originator, the Senior Notes Subscriber, the Mezzanine and Junior Notes Subscriber:

4.1.1 No action to permit public offering

has acknowledged that no action has been or will be taken in any jurisdiction by the Issuer that would permit a public offering of the Notes, or possession or distribution of any offering material in relation to the Notes, in any country or jurisdiction where action for that purpose is required;

4.1.2 Compliance with laws

has represented and warranted to the Issuer that it has complied with and will undertake that it will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession, distributes or publishes such offering material, in all cases at its own expense; and

4.1.3 Publicity

has represented and warranted to the Issuer that it has not made or provided and undertakes that it will not make or provide any representation or information regarding the Issuer or the Notes save as contained in the Information Memorandum or as approved for such purpose by the Issuer or which is a matter of public knowledge.

4.2 UNITED STATES

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Subscriber represents and agrees that it has not offered and sold the Notes, and will not offer and sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 calendar days after the completion of the distribution of the Notes, and then only in accordance with Rule 903 of Regulation S promulgated under the Securities Act. Neither the Subscriber nor its affiliates nor any persons acting on the behalf of the Underwriter or its affiliates' behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act. At or prior to confirmation of sale of Notes, the Subscriber will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the restricted period a confirmation or notice to substantially to the following effect:

"The Securities covered hereby have not been 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 or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903(b)(2)(111) (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of Securities as determined and certified by us, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them by Regulation S under the Securities Act."

Terms used in this selling restriction have the meaning given to them by Regulation S under the Securities Act.

4.3 UNITED KINGDOM

4.3.1 Prohibition of sales to United Kingdom retail investors

The Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject

of the offering contemplated by the Information Memorandum to any retail investor in 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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

4.3.2 **Other regulatory restrictions in the United Kingdom**

The Subscriber has represented, warranted and undertaken to the Issuer that:

(a) *Financial promotion:* it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) *General compliance:* it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

4.4 **REPUBLIC OF ITALY**

The Underwriter has represented, warranted and undertaken to the Issuer as follows:

4.4.1 **No offer to public**

the offering of the Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, no Notes have been or may be offered, sold or delivered, nor may copies of the Information Memorandum or any other document relating to the Notes be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*) ("**Qualified Investors**"), as defined under Article 2 of the Prospectus Regulation and any applicable provisions of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Laws Consolidated Act**") and/or Italian CONSOB regulations; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws;

provided that, in any case, the offer or sale of the Notes in the Republic of Italy shall be effected in accordance with all relevant Italian securities, tax and other applicable laws and regulations;

4.4.2 **Offer to Qualified Investors**

any offer, sale or delivery of the Notes in the Republic of Italy or distribution of copies of the Information Memorandum or any other document relating to the Notes in the Republic of Italy under paragraph 4.1 (a) and (b) above must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Laws Consolidated Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 as amended, (the "**Consolidated Banking Act**");

(b) made in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Please note that, in accordance with Article 5 of the Prospectus Regulation, where no exemption under paragraph 3.4.1, letter (a) or (b) above applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Prospectus Regulation and the applicable Italian laws. Failure to comply with such rules may result, inter alia*, in the sale of the Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by the investors.*

4.4.3 **Prohibition of Sales to EEA Retail Investors**

The Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Information Memorandum to any retail investor in the European Economic Area (**EEA**). For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (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

(iii) not a qualified investor as defined in article 2 of the Prospectus Regulation; and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

GENERAL INFORMATION

Listing and admission to trading

Application has been made to list the Rated Notes on the professional segment ExtraMOT PRO of multilateral trading facility ExtraMOT and to admit to trading the Rated Notes on the professional segment ExtraMOT PRO of multilateral trading facility ExtraMOT managed by Borsa Italiana S.p.A. In connection with the listing application, the constitutional documents of the Issuer and a legal notice relating to the issue of the Rated Notes will be deposited prior to listing with the Representative of the Noteholders, where such documents will be available for inspection and where copies thereof may be obtained upon.

Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The Issuer is managed by a Sole Director. Therefore, in accordance with Italian law, the issue of the Notes has been authorised by such Sole Director without the need of any formal meeting or resolution. However, the issue of the Notes was authorised also by the resolution of the Sole Quotaholder passed on 15 November 2021.

Clearing of the Notes

The Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream as follows:

Series	***ISIN***
Series 2021-1-A	IT0005474132
Series 2021-1-B	IT0005474140
Series 2021-1-C	IT0005474157

No material litigation

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

No material adverse change

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its last published audited financial statements.

Documents available for inspection

For as long as the Rated Notes are listed on the professional segment ExtraMOT PRO of multilateral trading facility ExtraMOT, copies of the following documents are available in physical and electronic form for inspection during normal business hours at the registered office of the Issuer and of the Representative of the Noteholders:

(i) Memorandum and Articles of Association of the Issuer;

(ii) Transfer Agreement;

(iii) Warranty and Indemnity Agreement;

(iv) Servicing Agreement;

(v) Intercreditor Agreement;

(vi) Cash Allocation, Management and Payment Agreement;

(vii) Letter of Undertakings;

(viii) Corporate Services Agreement;

(ix) Master Definitions Agreement;

(x) Senior Notes Subscription Agreement;

(xi) Mezzanine Notes Subscription Agreement;

(xii) Junior Notes Subscription Agreement; and

(xiii) Terms and Conditions.

Post issuance reporting

So long as any of the Notes remains outstanding, pursuant to Clause 6.2.3 (*Investors' Report*) of the Cash Allocation, Payment and Management Agreement, each Investors' Report will be made available on the website www.securitisation-services.com.

Financial statements available

The Issuer will produce, and will make available at its registered office, proper accounts (*ordinata contabilità interna*) and audited (to the extent required) financial statements in respect of each financial year (commencing on 1 January and ending on 31 December) but will not produce interim financial statements. Copies of these documents are promptly deposited after their approval at the specified office of the Representative of the Noteholders, where such documents are available for inspection and where copies of such documents may be obtained free of charge upon request during usual business hours.

Fees and expenses

The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein amount to approximately Euro 130,000 (excluding servicing fees and any VAT, if applicable) and the estimated total expenses related to the admission to trading of the Rated Notes amount approximately to Euro 5,000 (excluding VAT, if applicable).

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