

## SUNRISE S.R.L.

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

Euro 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes due 2031

Euro 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes due 2031

This Prospectus contains information relating to the issue by Sunrise S.r.l. (the “**Issuer**”) on 7 October, 2009, of the € 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes due 2031 (the “**Class A Notes**” or the “**Senior Notes**”) and the € 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes due 2031 (the “**Class J Notes**” or the “**Junior Notes**”) and, together with the Senior Notes, the “**Notes**”) in the context of a securitisation transaction (the “**Securitisation**”) carried out by the same Issuer.

The Issuer is a limited liability company incorporated under the laws of the Republic of Italy under article 3 of Italian law 30 April 1999 n 130 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the “**Securitisation Law**”), having its registered office at Via Bernina 7, Milan, Italy, Fiscal Code and registration with the Companies Register in Milan No. 04731380962, enrolled under No. 36461 in the general register held by the Bank of Italy pursuant to legislative decree No. 385 of 1 September 1993 (the “**Banking Act**”) and in the special register held by the Bank of Italy pursuant to article 107 of the Banking Act. The Issuer has been established as a multi-purpose vehicle for the purposes of issuing asset backed securities and, accordingly, it has carried out on 9 June 2006 a Euro 5,000,000,000 Consumer Loans Backed Floating Note Programme (the “**Programme**”), and it may carry out other securitisation transactions in accordance with the Securitisation Law, in addition to the Securitisation to which this Prospectus refers, subject to certain conditions. This Prospectus is issued pursuant to article 2, paragraph 3 of the Securitisation Law and constitutes a *prospetto informativo* for all the Notes in accordance with the Securitisation Law and a prospectus under Luxembourg Law of July 10, 2005, implementing EC Directive 2003/71/EC of 4 November 2003 (“**Prospectus Directive**”). Application has been made to the Commission de Surveillance de Secteur Financier (the “**CSSF**”) for approval of this Prospectus in relation to the Senior Notes only. Application has been made to the Luxembourg Stock Exchange for the Senior Notes issued under the Securitisation to be listed on the Official List of the Luxembourg Stock Exchange (the “**Stock Exchange**”) in accordance with the Prospectus Directive and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange in accordance with EC Directive 2004/39/ (the “**Regulated Market**”).

No application has been made to list the Junior Notes on any stock exchange nor this Prospectus will be approved by the CSSF in relation to the Junior Notes.

Notes will be issued under the Securitisation in two classes (namely, the “**Class A Notes**”, or the “**Senior Notes**” and the “**Class J Notes**” or the “**Junior Notes**” (together with the Senior Notes, the “**Notes**”). Each Note shall have the same characteristics of the Notes of the same Class issued by the Issuer pursuant to the Securitisation and the Notes of each Class will rank *pari passu* among themselves.

The primary source for the payment of interest and the repayment of principal under the Notes will be collections made in respect of consumer loan receivables and connected rights (the “**Receivables**”) due under consumer loan agreements and personal loan agreements (the “**Consumer Loan Agreements**”) granted to the debtors thereunder by Agos S.p.A. (“**Agos**” or the “**Originator**”), and to be purchased from time to time by the Issuer from the Originator pursuant to the terms of a master transfer agreement executed on 25 September, 2009 (the “**Master Transfer Agreement**”). Pursuant to the Master Transfer Agreement, the Originator has transferred to the Issuer an initial portfolio of Receivables (the “**Initial Portfolio**”), the purchase price of which will be paid by the Issuer out of the proceeds from the issuance of the Notes (see “*The Portfolio*” below). On each Purchase Date, the Originator may, pursuant to transfer agreements to be entered into from time to time between the Issuer and the Originator in compliance with the terms of the Master Transfer Agreement (the “**Purchase Notices**” and together with the Master Transfer Agreement, the “**Transfer Agreements**”), sell further portfolios of Receivables (each a “**Subsequent Portfolio**”) to the Issuer, the purchase price of which will be paid by the Issuer out of the principal amounts collected in respect of the Receivables. The term “**Portfolio**” refers to all the Receivables transferred to the Issuer pursuant to the Securitisation, the term “**Initial Receivables**” means, collectively, the Receivables included in the Initial Portfolio and the term “**Subsequent Receivables**” means, collectively, the Receivables included in any Subsequent Portfolio.

**The Notes and interest accrued on the Notes will not be obligations or responsibilities of any person other than the Issuer.**

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 7 (*Redemption, purchase and cancellation*)). Unless previously redeemed in full in accordance with the Conditions, the Notes will be redeemed on the Final Maturity Date. Repayment of principal in respect of the Notes will be made to the holders of the Class A Notes (the “**Senior Noteholders**”) and the holders of the Series J Notes (the “**Junior Noteholders**”), and together with the Class A Noteholders, the “**Noteholders**”) starting from the Payment Date falling on the Initial Amortising Date. No payments of principal in respect of any of the Notes will be made to the Noteholders before the Initial Amortising Date, save as provided in the Conditions. Interest on the Notes will be payable quarterly in arrears in Euro on the 27th day of February, May, August and November in each year (provided that, if such day is not a day on which the banks are open for business in Milan, Paris and Luxembourg and on which TARGET2 (being the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007) is open (a “**Business Day**”), the next succeeding Business Day shall be elected) (each, a “**Payment Date**”). The first Payment Date falls on 27 November, 2009. The rate of interest applicable to the Notes for each period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date (each, an “**Interest Period**”) shall be the rate offered in the Euro Zone Inter-bank market for three month deposits in Euro (the “**Euribor**”) (or in the case of the Initial Interest Period, the rate will be obtained upon by linear interpolation of Euribor for 1 (one) and 2 (two) month deposits in Euro), as determined in accordance with Condition 6 (*Interest*) of the terms and conditions of the Notes (the “**Conditions**”) plus the following margins in respect of the respective Class of Notes: Class A Notes: 50 bps *per annum*; and Class J Notes: 150 bps *per annum*.

Payments under the Notes may be subject to a substitutive tax, in accordance with Italian legislative decree No. 239 of 1 April 1996, as subsequently amended (the “**Decree No. 239**”). Upon the occurrence of any withholding or deduction for or on account of tax, whether or not in the form of a substitutive tax, from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount to any holder of Notes of any Class. The Issuer has no assets other than those described in this Prospectus.

Class A Notes are expected, on issue, to be rated AAA by Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (“**S&P**” or the “**Rating Agency**”).

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

**The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and are subject to United States tax law requirements. The Notes are being offered only outside the United States (“U.S.”) in compliance with Regulation S under the Securities Act (“Regulation S”), and may not be**

**offered, sold or delivered 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. For a description of certain restrictions on resales or transfers, see “*Subscription and Sale*”.**

The Notes will be in bearer form and will be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli S.p.A. (“**Monte Titoli**”) for the account of the relevant Monte Titoli Account Holders. The expression “**Monte Titoli Account Holders**” means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli and includes any depository banks appointed by Clearstream Banking, société anonyme, Luxembourg (“**Clearstream**”) and Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”). Monte Titoli shall act as depository for Euroclear and Clearstream. Title to the Notes will be evidenced by one or more book entries in accordance with the provisions of (i) Article 28 of Decree 213/98 and (ii) the Joint Resolution (as defined below), each as amended and supplemented from time to time. No physical document of title will be issued in respect of the Notes.

**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*” included in this Prospectus. Prospective Noteholders should be aware of the aspects of the issuance of the Notes that are described in that section.**

*Arranger*  
Calyon S.A., Milan branch  
*Lead Manager*  
Calyon S.A.

The date of this Prospectus is 7 October, 2009

The Receivables acquired and transferred under the Master Transfer Agreement generally have characteristics that demonstrate capacity to produce funds to serve payments due and payable on the Notes. However, Agos, the Issuer, the Arranger, the Lead Manager, the Representative of the Noteholders and the Listing Agent and any other party to the Transaction Documents do not warrant the solvency (credit standing) of the Debtors.

This Prospectus should be read and construed together with any other document incorporated by reference herein.

The distribution of this Prospectus and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part of each of them) come, are required by the Issuer, the Arranger, the Lead Manager to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, and may not be used for the purpose of an offer, to sell any of the Notes, or a solicitation of any 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 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 U.S. or for the benefit of U.S. Persons (as defined in Regulation S under the Securities Act). In addition, the Issuer has not authorised any offer of Notes to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (the “**Regulations**”). Notes may not lawfully be offered or sold to persons in the United Kingdom except in circumstances which do not result in an offer to the public in the United Kingdom within the meaning of the Regulations or otherwise in compliance with all applicable provisions of the Regulations. See “*Subscription and Sale*”.

The Notes may not be offered or sold directly or indirectly, and neither this Prospectus nor any other prospectus, form of application, advertisement, other offering material or other information relating to the Issuer or the Notes may be issued, distributed or published in any country or jurisdiction (including the Republic of Italy, the United Kingdom and the U.S.), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. This Prospectus may not be used for any purpose other than that for which they are being published. For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus, see “*Subscription and Sale*”.

No action has or will be taken which would allow an offering (nor a “*sollecitazione all’investimento*”) of the Notes to the public 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 Prospectus 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.

Each initial and each subsequent purchaser of a Note will be deemed, by its acceptance of such Note, to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases. See “*Subscription and Sale*”.

The Issuer accepts responsibility for the information contained in this Prospectus other than the information for which the Originator and the Hedging Counterparty accept responsibility. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.

The Originator accepts responsibility for the information contained in this Prospectus in the sections headed “*The Portfolio*”, “*The Originator*” and “*The procedures*”. The Originator accepts responsibility for such

information also where replicated in other parts of the Prospectus. To the best of the knowledge and belief of the Originator (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.

The Hedging Counterparty will accept responsibility for the information contained in this Prospectus in relation to which such Hedging Counterparty will act as such. To the best of the knowledge and belief of the Hedging Counterparty (which will take all reasonable care to ensure that such is the case), such information will, as of the date of this Prospectus, be true and will not omit anything likely to affect the import of such information.

No person is or has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Arranger, the Lead Manager, the Representative of the Noteholders, the Issuer, the Corporate Servicer, the Account Bank, the Principal Paying Agent, the Hedging Counterparty, the Commingling Guarantee Provider(s), the Securitisation Administrator, the Calculation Agent (as described in “*Summary - Relevant Parties*”) or Agos (in any capacity). None of the aforementioned relevant parties, other than the Issuer, the Originator and the Hedging Counterparty to the extent set forth above, accepts responsibility for the accuracy or completeness of the information contained in this Prospectus. Neither the delivery of this Prospectus, nor any offer, sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or imply that there has been no change in the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof.

Neither the Arranger, the Lead Manager, the Representative of the Noteholders, the Principal Paying Agent nor any of their respective affiliates have separately verified the information contained herein, and accordingly neither the Arranger, the Lead Manager the Representative of the Noteholders, the Principal Paying Agent nor any of their respective affiliates make any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied in connection with the Notes or their distribution, or the future performance and adequacy of the Notes, and none of them accepts any responsibility or liability therefor. Neither the Arranger, the Lead Manager, the Representative of the Noteholders, the Principal Paying Agent nor any of their respective affiliates undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to their attention.

#### **CAPITALISED TERMS USED IN THIS PROSPECTUS; CURRENCY REFERENCES**

From time to time capitalised terms are used in this Prospectus and in the Transaction Documents. Each of those capitalised terms has the meaning assigned to it in the “*Glossary of Terms*” as amended from time to time. Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

All references in this Prospectus to “Euro”, “EUR” and “cents” are to the single currency introduced in the member states of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, *inter alia*, the Single European Act 1986 and the Treaty of European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

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## DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and form part of, this Prospectus:

1. the financial statements of the Issuer relating to years 2007 and 2008 consisting of:

### Issuer annual financial statements

	<b>2008</b>	<b>2007</b>
Balance sheet	Page 9	Page 8
Income Statements	Page 10	Page 9
Statement of changes in equity	Page 11	Page 10
Cashflow statement	Page 12	Page 11
Explanatory notes	Pages 14 - 39	Pages 13 - 29

2. the interim financial statements of the Issuer relating to the period 1 January 2009 – 30 June 2009 of:

### Issuer interim financial statements relating to the period 1 January 2009 – 30 June 2009

	<b>1 January 2009 – 30 June 2009</b>
Balance sheet	Page 6
Income Statements	Page 7
Statement of changes in equity	Page 8
Cashflow statement	Page 9
Explanatory notes	Pages 11 - 20

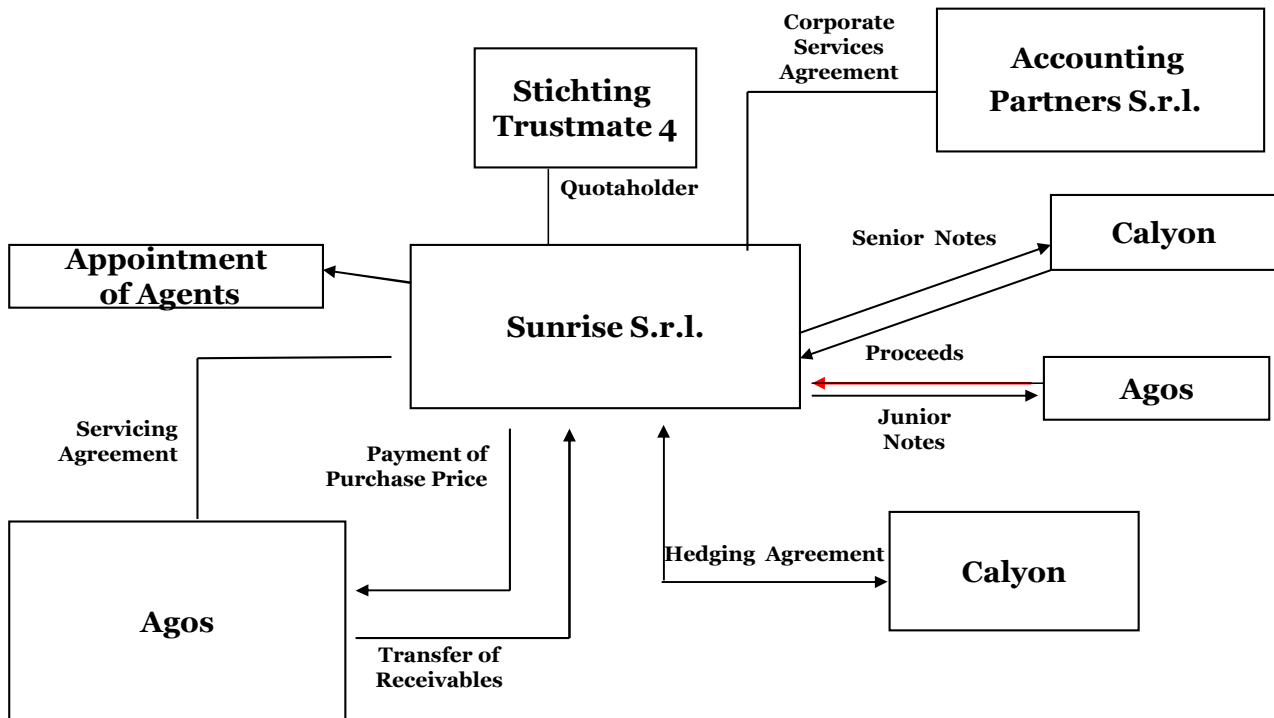
3. the Auditors' reports related to the annual financial statements of the Issuer as at 31 December 2007 and 31 December 2008, respectively;
4. the constitutional documents of the Issuer (articles of incorporation and by-laws).

As long as the Notes are listed on the Official List of the Luxembourg Stock Exchange, this Prospectus and the documents herein incorporated by reference will be published on the internet site of the Luxembourg Stock Exchange [www.bourse.lu](http://www.bourse.lu).

All information included in the documents incorporated by reference, but not mentioned in the cross reference table above, is given for information purposes only.

## STRUCTURE DIAGRAM

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



## GENERAL DESCRIPTION OF THE TRANSACTION

*The following information is a description of the transactions and assets underlying the Notes and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Prospectus and in the Transaction Documents.*

*From time to time capitalised terms are used in this section of the Prospectus. Each of those capitalised terms used in this section of the Prospectus not defined hereunder has the meaning assigned to it in the "Glossary of Terms" at the end of this Prospectus.*

### 1. The principal parties

<b>Issuer</b>	<b>SUNRISE S.r.l.</b> (the " <b>Issuer</b> "), a company incorporated under the laws of the Republic of Italy and having as its sole corporate object the realisation of securitisation transactions pursuant to Article 3 of Law 30 April 1999 No. 130 as amended and supplemented from time to time (the " <b>Securitisation Law</b> "), having its registered office at via Bernina 7, Milan, Italy, with a fully paid-up equity capital equal to Euro 10,000, Fiscal Code, VAT number and enrolment with the register of Enterprises of Milan number 04731380962; registered under No. 36461 with the register held by the Bank of Italy pursuant to Article 106 of Italian Legislative Decree No. 385 of 1 September 1993 (as amended and supplemented from time to time, the " <b>Banking Act</b> "), and registered with the register held by the Bank of Italy pursuant to Article 107 of the Banking Act.
<b>Originator</b>	<b>Agos S.p.A.</b> (" <b>Agos</b> "), a company incorporated under the laws of the Republic of Italy as a joint stock company, with its registered office at Via Bernina 7, Milan, Italy, registered under number 08570720154 with the Register of Enterprises of Milan; registered under No. 5373 with the register held by the Bank of Italy pursuant to Article 106 of the Banking Act and registered with the register held by Bank of Italy pursuant to Article 107 of the Banking Act.
<b>Quotaholder</b>	<b>Stichting Trustmate 4</b> , a <i>stichting</i> incorporated under the laws of the Netherlands, having its registered office at Fred. Roeskestraat 123, 1076 EE, Amsterdam, the Netherlands.
<b>Servicer</b>	<b>Agos</b>
<b>Corporate Servicer</b>	<b>Accounting Partners S.r.l.</b> , a company incorporated under the laws of Italy, with registered offices at Corso Re Umberto 8, 10121 Turin, Fiscal Code number 1030897 and enrolment with the register of Enterprises of Turin number 09180200017.
<b>Account Bank</b>	<b>Calyon S.A.</b> , a bank incorporated under the laws of France with its registered offices at 9, Quai du Président Paul Doumer, 92920 Paris La Défense Cedex, registered with the <i>Registre du Commerce et des Sociétés de Nanterre</i> with no. SIREN 304 187 701, acting through its Milan branch (Calyon, Milan branch) at Via Brera 21, 20121 Milan, Italy, authorised in Italy pursuant to article 13 of the Banking Act (" <b>Calyon Milan</b> ").



<b>Calculation Agent</b>	<b>Calyon Milan.</b>
<b>Principal Paying Agent</b>	<b>Calyon Milan.</b>
<b>Cash Manager</b>	<b>Calyon Milan.</b>
<b>Representative of the Noteholders</b>	<b>CACEIS Bank Luxembourg</b> (“CACEIS”), duly licensed to exercise the activity of a credit institution in Luxembourg, having its registered office in 5, Allée Scheffer, L-2520 Luxembourg, and registered with the register of commerce and companies of Luxembourg under the number B91985.
<b>Listing Agent</b>	<b>CACEIS.</b>
<b>Securitisation Administrator</b>	<b>Calyon Milan.</b>
<b>Hedging Counterparty</b>	<b>Calyon S.A.</b> , a bank incorporated under the laws of France with its registered offices at 9, Quai du Président Paul Doumer, 92920 Paris La Défense Cedex, registered with the Registre du Commerce et des Sociétés de Nanterre with No. SIREN 304 187 701 (“ <b>Calyon</b> ”).
<b>Arranger</b>	<b>Calyon Milan.</b>
<b>Lead Manager</b>	<b>Calyon.</b>
<b>Senior Note Subscriber</b>	<b>Agos.</b>
<b>Junior Note Subscriber</b>	<b>Agos.</b>

## THE PRINCIPAL FEATURES OF THE NOTES

<b>The Securitisation</b>	a Consumer Loans Backed Floating Rate Note Securitisation (the “ <b>Securitisation</b> ”). Under the Securitisation, the Issuer may issue Euro 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes due 2031 and Euro 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes due 2031 (the “ <b>Notes</b> ”) to finance the purchase of the Receivables.
<b>Legislation of creation of the Notes</b>	The Notes are created under the Italian legislation.
<b>Distribution</b>	The Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.  “ <b>Notes Initial Principal Amount</b> ” means, with reference to each Note (or, as the case may be, Class of Notes), the principal amount outstanding thereof as of the Issue Date
<b>Issuance in Classes</b>	The Notes will be issued in two different classes: € 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes (the “ <b>Class A Notes</b> ” or the “ <b>Senior Notes</b> ”), and the € 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes (the “ <b>Class J Notes</b> ” or the “ <b>Junior Notes</b> ”, and

together with the Senior Notes the “**Notes**”), subject to the terms set out in the Conditions, the same for both classes.

**Issue Date**

7 October, 2009.

**Portfolio**

The principal source of payment of interest and of repayment of principal on the Notes will be collections made in respect of a portfolio (the “**Initial Portfolio**”) of monetary receivables and connected rights arising out of consumer loan agreements and personal credit facility agreements (the “**Consumer Loan Agreements**”) respectively, purchased by the Issuer from the Originator pursuant to a master transfer agreement executed on 25 September, 2009 (the “**Master Transfer Agreement**”) and further portfolios of consumer loan and personal loan receivables and connected rights arising out of consumer loan agreements and personal loan agreements (the “**Subsequent Portfolios**”) respectively, to be purchased by the Issuer from the Originator during the Purchase Period (as defined below) pursuant to the transfer agreements to be entered into from time to time between the Issuer and the Originator in compliance with the terms of the Master Transfer Agreement (the “**Purchase Notices**” and together with the Master Transfer Agreement, the “**Transfer Agreements**”).

The Purchase Price for the Initial Portfolio will be funded from the proceeds of the issue of the Notes under this Securitisation. Any positive balance of such proceeds will be credited by the Issuer to the Purchase Account on the Issue Date.

The Purchase Price for each Subsequent Portfolio will be funded from the principal collections made under the Receivables.

The Noteholders will have rights over the Portfolio as a whole (subject to the relevant Priority of Payments).

In this Prospectus, the term “**Portfolio**” means the Initial Portfolio and any Subsequent Portfolios; the term “**Initial Receivables**” means, collectively, the Receivables included in the Initial Portfolio and the term “**Subsequent Receivables**” means, collectively, the Receivables included in any Subsequent Portfolio.

“**Purchase Period**” means the period starting on (and including) the First Purchase Date and ending on the earlier of:

- (i) the first Payment Date (excluded) falling in the Amortising Period; and
- (ii) the date on which an Early Termination Event Notice is delivered (excluded).

“**First Purchase Date**” means the purchase date of the Initial Portfolio, being 25 September, 2009.

“**Optional Purchase Date**” means, during the Purchase Period:

- (i) a Payment Date; or
- (ii) following receipt by the Issuer of the notice referred to under Clause 4.8 of the Master Transfer Agreement, the 27th day (or, if such day is not a Business Day, the Business Day immediately following such date) of any month immediately following the Payment Date immediately following receipt by the Issuer of the aforementioned notice.

**“Purchase Date”** means:

- (i) the First Purchase Date; and
- (ii) during the Purchase Period each Optional Purchase Date on which Agos sells Receivables to the Issuer and **“relevant Purchase Date”** means with respect to each Receivable or Portfolio, the Purchase Date as of which such Receivable or Portfolio is transferred to the Issuer.

**Rating**

**“Class A Rating”** means a rating equal to "AAA" by S&P or such other rating level communicated by the Rating Agency for the Class A Notes at any time during the Securitisation.

Class A Rating is referred to as a **“Rating”**.

The Junior Notes will not be assigned a rating.

**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 Rating Agency.**

**Listing and Admission to trading of the Senior Notes**

Application has been made to list the Class A Notes issued under the Securitisation on the Official List of the Luxembourg Stock Exchange and to admit such Notes to trading on the Regulated Market. The Junior Notes will not be listed on the Official List of the Luxembourg Stock Exchange and/or on any other stock exchange.

**Proceeds of the issue of the Notes**

The proceeds of the issue of the Notes under this Securitisation will be applied, *inter alia*, by the Issuer to purchase the Initial Portfolio.

**Issue Price**

The Notes will be issued at par.

**Form and Denominations**

The Notes will be issued in denominations of € 50,000 or integral multiples thereof.

The Notes will be in bearer form and dematerialised and will be wholly and exclusively deposited with Monte Titoli in accordance with Decree 213/98 and (ii) the Joint Resolution, each as amended and supplemented from time to time. The Notes will at all times be evidenced by, and title thereto will be transferable by means of, book-entries in accordance with the provisions of (i) Article 28 of Decree 213/98 and (ii) the Joint Resolution, each as amended and supplemented from time to time. No physical document of title will be issued in respect of the Notes.

## **Status and Subordination**

The Notes of each Class will rank *pari passu* and rateably without any preference or priority among themselves for all purposes. The obligations of the Issuer to each Noteholder as well as to each of the Other Issuer Creditors (as defined below) will be limited recourse obligations of the Issuer. Each Noteholder and Other Issuer Creditor will have a claim against the Issuer only to the extent of the Issuer Available Funds.

“**Other Issuer Creditors**” means the Issuer’s creditors under the Transaction Documents other than the Noteholders.

Save as provided in the Conditions the Notes of each Class will rank *pari passu* without preference or priority among themselves. The Class A Notes will rank in priority to the Class J Notes;

## **Selling restrictions**

There are restrictions on the sale of the Notes and on the distribution of information in respect thereof. See “*Subscription and Sale*”.

## **Interest on the Senior Notes**

The Senior Notes will bear interest on their Notes Principal Amount Outstanding from and including the Issue Date until final redemption pursuant to the Conditions. Interest on the Senior Notes will be payable in Euro quarterly in arrears on the 27<sup>th</sup> day of February, May, August and November in each year (provided that, if any such day is not a Business Day, the interest on such Notes will be payable on the next following Business Day) (each a “**Payment Date**”), starting from 27 November, 2009 (the “**First Payment Date**”), provided that following the delivery of a Trigger Notice due to the occurrence of an Insolvency Event, the Payment Date will be any Business Day. In respect of the Notes, the period from (and including) the Issue Date to (but excluding) the first Payment Date is referred to as the “**Initial Interest Period**”.

The rate of interest payable from time to time in respect of the Senior Notes shall be Euribor for three month Euro deposits (as determined in accordance with Condition 6 (*Interest*)) (or, in the case of the Initial Interest Period of the Notes, the rate obtained by linear interpolation of the Euribor rates indicated in the same Condition 6) plus the applicable margin in respect of the Senior Notes.

“**Insolvency Event**” means any of the Trigger Events described in the paragraph “*Insolvency of the Issuer*” of the relevant definition.

“**Notes Principal Amount Outstanding**” means, on any date:

- (a) in relation to each Class of Notes the aggregate principal amount outstanding of all the Notes in such Class of Notes; and
- (b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all principal payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that date.

**Interest on the Class J Notes** Each Class J Note will bear interest as follows:

- (a) a base interest which will accrue on its Notes Principal Amount Outstanding from and including the Issue Date until final redemption, at three month Euribor rate (as determined in accordance with Condition 6 (*Interest*)) (or, in relation to the Initial Interest Period, the rate obtained by linear interpolation of the Euribor rates in accordance with Condition 6) plus the applicable margin in respect of the Class J Notes (the “**Class J Base Interest**”); and
- (b) an additional interest (if any), in an amount equal to the Class J Additional Interest (together with the Class J Base Interest, the “**Class J Coupon**”) shall be due on each Payment Date to the Class J Notes.

“**Class J Additional Interest**” means in respect of each Payment Date an amount calculated and determined by the Calculation Agent as follows:

- (a) the aggregate of all Interest Component accrued in the immediately preceding Quarter Reference Period; *plus*
- (b) the Collection of Fees debited to the Debtor and accounted in the immediately preceding Quarter Reference Period; *plus*
- (c) all interest for late payments received by the Issuer and all expenses for late payments debited to the Debtor and accounted in the immediately preceding Quarter Reference Period; *plus*
- (d) all amounts accrued by Sunrise under any Hedging Agreement at such Payment Date; *plus*
- (e) the interest accrued on the Issuer Accounts as well as any net proceed derived from the Eligible Investments realised during the Quarter Reference Period immediately preceding such Payment Date, and constituting clear funds on such Payment Date; *minus*
- (f) before the delivery of a Trigger Notice, all amounts accrued and related to item (i), (iii), (iv), (v), (vi), (vii), (viii), (xiii), (xiv), (xv), (xvii), (xviii), (xix), (xx) and (xxi) of the Priority of Payment of the Interest Available Funds or after the delivery of a Trigger Notice, (i), (ii), (iii), (iv), (v), (vi), (vii), (ix), (x), (xiii) and (xiv) (considering only the fees to be paid) of the Post-Enforcement Priority of Payments, *minus*
- (g) all amounts of all Receivables which have been classified as written-off by the Servicer during the immediately preceding Quarter Reference Period.

**Initial Period**

Means the period of eighteen months from the Issue Date.

**Amortising Period**

Means, the period starting from (and excluding) the earlier of:

- (i) the first Payment Date falling at least 36 months after the Issue

Date; and

- (ii) in case of delivery of an Early Termination Event Notice, the Payment Date immediately following the later of the date on which an Early Termination Event Notice is delivered by the Securitisation Administrator to the Issuer and the expiry of the Initial Period;

and ending on (and including) the earlier of:

- (i) the Final Maturity Date; and
- (ii) the date on which the Notes are fully redeemed.

**Initial Amortising Date**

Means (i) the first Payment Date falling at least after 36 months from the Issue Date; or (ii) upon delivery of an Early Termination Event Notice, the first Payment Date falling after the expiry of the Initial Period.

**Withholding Tax on the Notes**

As of the date of this Prospectus, payments of interest and other proceeds under the Notes may, in certain circumstances, be subject to withholding or deduction for or on account of Italian substitute tax, in accordance with Decree No. 239 (any such deduction, a "**Decree 239 Deduction**"). Upon the occurrence of any withholding or deduction for or on account of Tax from any payments 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.

See "*Taxation in the Republic of Italy*", below.

**Mandatory Redemption of the Notes**

Provided that a Trigger Notice has not been delivered to the Issuer, the Notes will be subject to mandatory redemption, as provided in Condition 7.2 (*Mandatory Redemption*), in full or in part on the Initial Amortising Date and on each Payment Date thereafter if and to the extent there are sufficient Principal Available Funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provision of Condition 5.1.2 (*Principal Priority of Payments prior to the delivery of a Trigger Notice*). Prior to the Initial Amortising Date, the repayment of principal in respect of the relevant Class of Notes will be deposited on the Principal Reserve Account and used on the Initial Amortising Date in accordance with the relevant Priority of Payments.

The principal amount redeemable in respect of each Note (the "**Principal Payment**") shall be a *pro rata* share of the aggregate amount determined in accordance with the provisions of Condition 7.2 to be available for redemption of the Notes of the same Class on such date, calculated by reference to the ratio borne by the then Notes Principal Amount Outstanding of such Note to the then Notes 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 Notes Principal Amount Outstanding of the relevant Note.

**Mandatory Redemption following the delivery of a**

Upon delivery of a Trigger Notice (other than a Trigger Notice which is caused by the occurrence of an Insolvency Event), the Notes will be

## Trigger Notice

subject to mandatory redemption, as provided in Condition 7.2 (*Mandatory Redemption*) in full or in part on the Initial Amortising Date and on each Payment Date thereafter if and to the extent that there are sufficient Principal Available Funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provisions of Condition 5.2 (*Principal Priority of Payments after the delivery of a Trigger Notice*). Prior to the Initial Amortising Date, the repayment of principal in respect of the relevant Class of Notes will be deposited on the Principal Reserve Account and used on the Initial Amortising Date in accordance with the relevant Priority of Payments.

Following delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, the Issuer, to the extent that it has sufficient available funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provision of Condition 5.2 (*Priority of Payments after the delivery of a Trigger Notice*), shall on the immediately following Business Day redeem the Notes then outstanding in full (or in part *pro rata*).

The principal amount redeemable in respect of each Note (the “**Principal Payment**”) shall be a *pro rata* share of the aggregate amount determined in accordance with the provisions of Condition 7.2 to be available for redemption of the Notes of the same Class on such date, calculated by reference to the ratio borne by the then Notes Principal Amount Outstanding of such Note to the then Notes 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 Notes Principal Amount Outstanding of the relevant Note.

## Optional Redemption of the Notes

Unless previously redeemed in full, the Issuer may, at its option, redeem all but not some only of the Notes outstanding under the Securitisation, on any Payment Date falling after the expiry of the Initial Period at their Notes Principal Amount Outstanding together with all accrued but unpaid interest, provided that no Early Termination Event as set out under items (d), (e) and (f) of the definition of Early Termination Event has occurred.

This option may only be exercised provided that the Issuer has (i) received a notice from Agos pursuant to which Agos has notified its intention to exercise its purchase option pursuant to Clause 16 of the Master Transfer Agreement (subject to the conditions listed therein) and (ii) given not more than sixty (60) and not less than thirty (30) days’ prior written notice to the Representative of the Noteholders and has produced a certificate duly signed by the sole director of the Issuer to the effect that it will have the necessary funds (not subject to the interests of any person) on such Payment Date to discharge all of its outstanding liabilities in respect of the Notes and any amount required to be paid under the Intercreditor Agreement in priority to, or *pari passu* with, the Notes..

On the relevant Payment Date, upon the conditions referred to under Clause 16 of the Master Transfer Agreement, Agos will have the right to

purchase the Portfolio at a purchase price equal to the market value of the Receivables as determined by a third party independent arbitrator which, together with the Issuer Available Funds as determined on the Calculation Date immediately preceding such Payment Date, shall be sufficient to provide the Issuer with the funds, not subject to the interests of any other person, necessary in order to discharge all its outstanding liabilities in respect of the Notes that are still outstanding on such date (including the costs that the Issuer has incurred or will incur in, in relation to the unwinding of the Hedging Agreements, due to the exercise by Agos of the above-mentioned purchase option) and any amounts required under the Conditions to be paid; such amounts to be paid in accordance with the applicable Priority of Payments.

### **Partial Purchase Option**

Pursuant to Clause 17 of the Master Transfer Agreement, and subject to the conditions referred to therein have been met, Agos will have the right to purchase, also in several time, a part of the Receivables included into the Portfolio; such purchase(s) shall not exceed, as a whole, the 5% of the nominal amount of the Receivables which have been included into the Portfolio. To the extent that the Originator has exercised the Partial Purchase Option in accordance with Clause 17 of the Master Transfer Agreement and unless previously redeemed in full, the Issuer may, at its option, redeem some only of the Notes outstanding under the Securitisation, on any Payment Date falling after the expiry of the Initial Period at their Notes Principal Amount Outstanding together with all accrued but unpaid interest, provided that no Early Termination Event as set out under items (d), (e) and (f) of the definition of Early Termination Event has occurred.

For the purpose of this partial redemption of the Notes the Issuer will apply the amounts received by the Originator as consideration of the exercise by the latter of the Partial Purchase Option; such sale proceeds will form part of the Issuer Available Funds on the relevant Payment Date and shall be applied pursuant to the applicable Priority of Payments.

### **Redemption for Tax Reasons**

If, at any time following the expiry of the Initial Period, the Issuer confirms to the Representative of the Noteholders that on any Payment Date, the Issuer would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) any amount from any payment of principal or interest on the Notes for or on account of Taxes, and the Issuer provides the Representative of the Noteholders with a certificate signed by the sole director of the Issuer to the effect that the Issuer will have the necessary funds, not subject to the interest of any other person, to discharge all its outstanding liabilities in respect of the Notes and any amounts required under the relevant Conditions to be paid in priority to or *pari passu* with such Notes, then following receipt of a written notice from the Representative of the Noteholders authorising the redemption, the Issuer may, at its option, redeem on the next succeeding Payment Date all but not some only of the Notes at their Notes Principal Amount Outstanding together with accrued but unpaid interest up to and including the relevant Payment Date, having given not more than sixty (60) nor less than thirty (30) days' notice to the Representative of the



Noteholders in writing and to the Noteholders in accordance with Condition 14 (*Notices*).

**Final Maturity Date**

Unless previously redeemed in full or cancelled in accordance with the Conditions, the Notes are due to be repaid in full at their Notes Principal Amount Outstanding on the Payment Date falling on August 2031 (the "**Final Maturity Date**").

**Cancellation Date**

The Notes will be cancelled on the date (the "**Cancellation Date**") which is the earlier of:

- (i) the date falling 1 year after the Final Maturity Date; and
- (ii) the date on which the Notes have been redeemed in full.

**Segregation of Issuer's Rights and security for the Notes**

The Notes will have the benefit of the provisions of article 3 of the Securitisation Law, pursuant to which the Portfolio and the Issuer's Rights (as defined in the Glossary of Terms) are segregated by operation of law from the Issuer's other assets. Both before and after a winding-up of the Issuer, amounts deriving from the Portfolio and the Issuer's Rights will be exclusively available for the purpose of satisfying the obligations of the Issuer to the Noteholders and 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 Portfolio and the Issuer's Rights may not be seized or attached in any form by creditors of the Issuer other than the Noteholders and the Other Issuer Creditors, until full discharge by the Issuer of its payment obligations under the Notes or until the Cancellation Date. Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice, to exercise all the Issuer's Rights, powers and discretion under the Transaction Documents and to take such actions 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 powers.

Security over certain monetary rights of the Issuer arising out of certain Transaction Documents will be granted by the Issuer in favour of the Noteholders and the Other Issuer Creditors.

In addition, security over the monetary rights of the Issuer arising out of the Hedging Agreements and all other contracts, agreements, deeds and documents, if any, governed by English law to which the Issuer may become a party in relation to the Notes and the Portfolio, will be granted by the Issuer in favour of the Representative of the Noteholders pursuant to the English Deed of Charge for the benefit of the Noteholders and the Other Issuer Creditors.

**Trigger Events**

If any of the following events (each a "**Trigger Event**") occurs:

- (i) *Non-payment*

- (a) on each Payment Date, the Issuer defaults in any payment of interest due and payable on the Senior Notes then outstanding; or
- (b) on the Final Maturity Date, the Notes Principal Amount Outstanding of then outstanding Senior Notes is not totally redeemed;

and such default is not remedied within a period of, respectively, five and three Business Days from the due date for payment thereof;

(ii) *Breach of other obligations*

the Issuer is in breach of any of its obligations, representations or warranties under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Notes) and (except where, in the sole opinion of the Representative of the Noteholders, such breach is not capable of remedy in which case no notice will be required) such breach remains unremedied for 30 days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in its opinion, materially prejudicial to the interests of the Noteholders and requiring the same to be remedied;

(iii) *Insolvency of the Issuer*

- (a) an administrator, administrative receiver or liquidator of the Issuer is appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or the Issuer becomes subject to any bankruptcy, liquidation, administration, insolvency, composition, reorganisation (among which, without limitation, “*fallimento*”, “*concordato preventivo*” and “*accordi di ristrutturazione dei debiti*” within the meaning ascribed to those expressions by the laws of the Republic of Italy) or similar proceedings (or application is filed for the commencement of any such proceedings) or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Issuer; or
- (b) proceedings are initiated against the Issuer under any applicable bankruptcy, liquidation, administration, insolvency, composition, reorganisation or similar laws and proceedings are not, in the opinion of the Representative of the Noteholders, being disputed in good faith; or

(iv) *Winding-up etc.*

an order is made or an effective resolution is passed (in any respect deemed by the Representative of the Noteholders to be material and incapable of being remedied) for the winding up,

liquidation or dissolution of the Issuer except a winding up for the purposes of or pursuant to an amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders or by an extraordinary resolution of the Noteholders pursuant to the Rules of the Organisation of the Noteholders; or

(v) *Unlawfulness*

it is or will become unlawful (in any respect deemed by the Representative of the Noteholders to be material and incapable of being remedied) 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;

then the Representative of the Noteholders:

1. in the case of a Trigger Event under item (i) above may in its sole discretion or shall, if so directed by an Extraordinary Resolution; and
2. in the case of a Trigger Event under items (ii), (iii), (iv) or (v) above, shall if so directed by an Extraordinary Resolution;

give written notice (a "**Trigger Notice**") to the Issuer with copy to the Securitisation Administrator and the Originator, following which all payments of principal, interest and other amounts due in respect of the Notes shall be made in accordance with the provisions of Condition 5.2 (*Priority of Payments after the delivery of a Trigger Notice*).

In addition, following the service of a Trigger Notice and in accordance with the Conditions, the Issuer shall, if so requested by the Representative of the Noteholders, dispose of the Portfolio if certain conditions are satisfied.

**Early Termination Events**

**"Early Termination Event"** means each of the following events:

- (a) a Trigger Notice is delivered to the Issuer;
- (b) Agos is in material breach of its obligations under the Warranty and Indemnity Agreement, the Servicing Agreement or any other Transaction Document to which Agos is a party and, in the justified opinion of the Securitisation Administrator, (i) such breach is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy) such breach remains unremedied for 10 (ten) days (or 7 (seven) days where the breach relates to an undertaking to pay an amount of money) after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;
- (c) any of the representations and warranties given by Agos

under the Master Transfer Agreement, the Servicing Agreement or the Warranty and Indemnity Agreement is breached, or is untrue, incomplete or inaccurate and in the justified opinion of the Securitisation Administrator, (i) such breach (or, as the case may be, such untruthfulness, incompleteness or inaccuracy) is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy, in which case no notice will be required), such situation remains unremedied for 10 (ten) days after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;

- (d) Agos is declared insolvent or becomes subject to bankruptcy proceedings; a liquidator or administrative receiver is appointed or a resolution is passed for such appointment; a resolution is passed by Agos for the commencement of any of such proceedings or the whole or any substantial part of Agos's assets are subject to enforcement proceedings;
- (e) Agos carries out any action for the purpose of rescheduling its own debts, in full or with respect to a material portion thereof, or postponing the maturity dates thereof, enters into any extrajudicial arrangement with all or a material portion of its creditors (including any arrangement for the assignment of its assets in favour of its creditors), files any petition for the suspension of its payments or any court grants a moratorium for the fulfilment of its debts or the enforcement of the securities securing its debts and the Securitisation Administrator, in its justified opinion, deems that any of the above events has or may have a material adverse effect on Agos's financial conditions;
- (f) a resolution is passed for the winding up, liquidation or dissolution of Agos, except a winding up for the purposes of or pursuant to an amalgamation or reconstruction allowed under the terms of the Warranty and Indemnity Agreement;
- (g) the validity or effectiveness of any Transaction Document is challenged before any judicial, arbitration or administrative authority on the basis of arguments which, in the justified opinion of the Securitisation Administrator based on a legal opinion issued in favour of the Securitisation Administrator and Agos by a primary law firm, are grounded, where any such challenge is or may be, in the justified opinion of the Securitisation Administrator, materially prejudicial to the interests of the Noteholders;
- (h) the Issuer revokes Agos (in its capacity as Servicer), in accordance with the provisions of the Servicing Agreement;

- (i) any Commingling Guarantee Provider, if any, has made any payment under Clauses 2 and 5.3 of any Commingling Guarantee, or Agos has not fulfilled its obligations under Clause 5.4, second sentence, of any Commingling Guarantee, or Agos is in breach with its obligation to pay the Commitment Fees due to any Commingling Guarantee Provider under Clause 6.3 of any Commingling Guarantee and such default is not remedied in the 30 days following the relevant due date; or
- (j) on any Payment Date the Defaulted Account is not credited with an amount equal to the sum of the Receivables which have become Defaulted Receivables for the first time during the Quarter Reference Period preceding such Payment Date.
- (k) Agos has served a notice to the Issuer (and in copy to the Securitisation Administrator), in compliance with Clause 8.1.(k) of the Master Transfer Agreement, by which it states and as a consequence it determines that the Purchase Period shall be considered as expired;
- (l) for two consecutive Calculation Dates, the Default Ratio exceeds 0.75%;
- (m) on any Calculation Date, the Delinquent Ratio exceeds 3.5%.

**"Early Termination Event Notice"** means the notice delivered by the Securitisation Administrator to the Issuer, the Originator, the Servicer and the Representative of the Noteholders in accordance with the Condition 11 following the occurrence of an Early Termination Event. The delivery of a Trigger Notice by the Representative of the Noteholders to the Issuer, with copy to Agos and the Securitisation Administrator, will constitute an Early Termination Event without any other notice by the Securitisation Administrator being required.

**"Theoretical Default Ratio"** means the ratio between:

(A) the Principal Amount Outstanding (as calculated on the date on which such Receivables become a Defaulted Receivables) of the Receivables which have become Defaulted Receivables for the first time during the Calculation Reference Period immediately preceding such Calculation Date; and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

**"Theoretical Delinquent Ratio"** means the ratio between:

(A) the Principal Amount Outstanding of the Receivables which are Delinquent Receivables having 4 or more Late Instalments or one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 120 Business Days, during the Calculation Reference Period immediately preceding such Calculation Date and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

**“Calculation Reference Period”** means:

(i) if a Calculation Date falls before or on the Calculation Date immediately preceding the date on which the Issuer has received the notice provided for under Clause 4.8 of the Master Transfer Agreement or after the first Payment Date of the Amortisation Period, the Quarterly Reference Period and;

(ii) on each other Calculation Date, the Monthly Reference Period.

**“Default Ratio”** means, on each Calculation Date during the Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Default Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Delinquent Ratio”** means, on each Calculation Date during the

Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Delinquent Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Delinquent Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Delinquent Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Calculation Date”** means, during the Purchase Period, 11.00 a.m. of the date which falls 11 Business Days prior to any Optional Purchase Date and, once the Purchase Period is expired, 11.00 a.m. of the date which falls 6 Business Days prior to each Payment Date.

**“Purchase Notice Date”** means, during the Purchase Period, 11.00 a.m. of the date which falls 1 Business Days prior to each Report Date.

**“Confirmation Date”** means, during the Purchase Period, 3.00 p.m. of the date which falls 10 Business Days prior to each Purchase Date.

**“Cut-Off Date”** means

(i) 11:59 p.m. of the last day of the months of January, April, July and October; and

(ii) following the Payment Date (excluded) immediately following receipt by the Issuer of the notice provided for under Clause 4.8 of the Master Transfer Agreement, 11:59 p.m. of the last day of each calendar month.

The first Cut-Off Date is the First Valuation Date.

**“Report Date”** means, during the Purchase Period, 1.00 p.m. of the date which falls 13 Business Days prior to each Optional Purchase Date and, once the Purchase Period is expired, 1.00 p.m. of the date which falls 8 Business Days prior to each Payment Date.

**“Receivables Eligible Outstanding Amount”** means, on each date and in relation to all the Receivables which are not Defaulted Receivables as of such date, the aggregate of all the Principal Components of such Receivables plus any unpaid Accrual of Interests due by the relevant Debtor from (but excluding) the Cut-Off Date immediately preceding such date.

**“Defaulted Receivables”** means, with reference to a date, the Receivables which on the Cut-Off Date preceding such date (i) have at least 9 Late Instalments or (ii) have one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 270 Business Days (iii) in relation to which judicial proceedings have been commenced for the purpose of recovering the relevant amounts due or (iv) in relation to which Agos has exercised its right to terminate the relevant Consumer Loan Agreement or has declared that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*) or has sent to the Debtor a notice communicating to him that in case of failure by the Debtor to pay the amounts due within the time limit specified therein, Agos may declare that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*). A Receivable will be considered a Defaulted Receivable as of the occurrence of the first of the events described in the above points (i), (ii), (iii) and (iv). The Receivables classified as Defaulted Receivables at any date shall be considered as Defaulted Receivables at any following date.

**“Late Instalment”** means, with reference to a Cut-Off Date, any Instalment which is due during any calendar month immediately preceding such Cut-Off Date and which is not paid in whole or paid less than the 50% of the total amount of such Instalment as of the last day of the calendar month immediately following the month on which such Instalment was due.

**“Eligible Investments”** means any bank account, repurchase agreement (*pronti contro termine*), deposit or other Euro denominated, unsubordinated debt instrument that (i) guarantees the restitution of the invested capital, (ii) is issued, or fully or unconditionally guaranteed, on unsubordinated basis by an institution rated at least: (A) A-1+ by S&P, or (B) A-1 by S&P provided that such investments have a maturity date falling on the earlier between the following Payment Date and the date falling 60 days after the date on which the relevant investment is made.

**“Delinquent Receivables”** means, at any date, the Receivables different from a Defaulted Receivable which on the Cut-Off Date preceding such Date have at least 1 Late Instalment.

#### **Issuer Available Funds**

**“Issuer Available Funds”** means, in respect of each Payment Date:

(i) in respect of each Payment Date prior to the delivery of a Trigger Notice, the aggregate of the Interest Available Funds and the Principal Available Funds as of such date; or

(ii) (a) in respect of each Payment Date upon the exercise of the optional redemption pursuant to Condition 7.3 (*Optional Redemption of the*



*Notes*) or (b) in respect of each Payment Date after the Senior Notes have been redeemed in full (also taking into account the amounts in principal paid under the Issuer Available Funds on such Payment Date) or (c) in respect of each Payment Date after the delivery of a Trigger Notice (which is not due to the occurrence of an Insolvency Event) or (d) in respect of any Business Day after the delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, all amounts standing on the Issuer Accounts (except on the Guarantee Account and on the Commingling Account) at such date and all amounts received or recovered on such Payment Date or Business Day as applicable by or on behalf the Issuer or the Representative of the Noteholders in respect of the Receivables and any Transaction Documents (any date under item (a), (b), (c) and (d), an “**Exceptional Date**”).

It is specified that any amount received by the Issuer in accordance with Clause 4.4 of the Servicing Agreement shall form part of the Interest Available Funds or the Principal Available Funds as applicable.

“**Interest Available Funds**” means, in respect of each Payment Date, the aggregate of:

- (a) the interest accrued on the Issuer Accounts as well as any net proceed derived from the Eligible Investments realised during the Quarter Reference Period immediately preceding such Payment Date, and constituting clear funds on such Payment Date;
- (b) the Collections of Interest and the Collections of Fees received during the Quarter Reference Period immediately preceding such Payment Date;
- (c) any amount due and payable by the Hedging Counterparty on such Payment Date;
- (d) the aggregate of (i) the Recoveries received during the Quarter Reference Period immediately preceding such Payment Date; and (ii) the purchase price paid by the Originator for the repurchase of the Defaulted Receivables on the Business Day immediately preceding such Payment Date in the cases specified under clause 16 of the Master Transfer Agreement;
- (e) the positive difference, if any, between (i) the purchase price to be paid by the Originator for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) on the Business Day immediately preceding such Payment Date pursuant to Clause 16 of the Master Transfer Agreement and (ii) the Notes Principal Amount Outstanding of all the Notes on the Calculation Date immediately preceding such Payment Date;
- (f) the positive difference, only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment and/or Partial Purchase Option Purchase Price is due and payable, if any, between (i) the Positive Price Adjustment and/or the Partial

- Purchase Option Purchase Price paid by the Originator to the Issuer during the Quarter Reference Period immediately preceding such Payment Date and (ii) the Principal Amount Outstanding of the relevant Receivables as determined on the date on which the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price has become due and payable;
- (g) the Positive Price Adjustment and/or Partial Purchase Option Purchase Price paid by the Originator for the repurchase of such Receivables which are Defaulted Receivables at the Payment Date immediately preceding the date on which the Positive Price Adjustment/Partial Purchase Option Purchase Price is due and payable;
  - (h) any amount paid and to be paid by Agos to the Issuer pursuant to Clause 4 of the Warranty and Indemnity Agreement from (and excluding) the preceding Payment Date to (and including) such Payment Date, (i) in respect of any cost or losses in interest borne or to be borne by the Issuer if the relevant Receivables is not a Defaulted Receivables as at the Payment Date immediately preceding the date on which such amount is due and payable or (ii) in respect of any Receivable which is a Defaulted Receivable as at the Payment Date immediately preceding the date on which such amount is due and payable;
  - (i) on each Payment Date during the Amortising Period or any earlier Payment Date if an Early Termination Event Notice is delivered before 18 months from the Issue Date, the positive balance on the Calculation Date immediately preceding such Payment Date of the Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments), provided that the Senior Notes have not been fully redeemed;
  - (j) if an Early Termination Event Notice is delivered or if the Notes Principal Amount Outstanding of the Senior Notes has been fully redeemed (also taking into account the amounts in principal paid under the Principal Available Funds on such Payment Date), the positive balance on the Calculation Date immediately preceding such Payment Date of the Product Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments);
  - (k) if a Servicer's Event has occurred, (i) any amount received and to be received by the Issuer from (but excluding) the preceding Payment Date to (and including) such Payment Date pursuant to Clause 2 of any Commingling Guarantee (if any) or (ii) any amount drawn or to be drawn by the Issuer out of the Commingling Account from (but excluding) the preceding Payment Date to (and including) such Payment Date in accordance with the Cash Allocation, Management and Payments Agreement;

- (l) any other amount received during the Quarter Reference Period immediately preceding such Calculation Date, not ascribable as amounts received under any of the above items as well as under any of the items of the definition of Principal Available Funds.

**“Partial Purchase Option”** means the call option granted by the Issuer to the Originator pursuant to Clause 17 of the Master Transfer Agreement.

**“Partial Purchase Option Purchase Price”** means the price to be paid by the Originator to the Issuer for the relevant Receivables further to the exercise of the Partial Purchase Option.

**“Recoveries”** means any Collection received or recovered in relation to a Defaulted Receivable (including the purchase price received by the Issuer in respect of a Defaulted Receivable pursuant to clause 5.2 of the Servicing Agreement).

**“Reference Period”** means, (i) during the Purchase Period, the lapse of time included between the two Cut Off Dates (excluding the first but including the second) which precede each Purchase Date; (ii) with reference to each date falling after the Purchase Period, the Quarter Reference Period immediately preceding such date. The first Reference Period starts from the Financial Effective Date (included) and ends on 31 October 2009.

**“Monthly Reference Period”** means, with reference to each date, the calendar month immediately preceding such date.

**“Quarter Reference Period”** means, with reference to each Calculation Date, the three Monthly Reference Periods immediately preceding such Calculation Date.

**“Principal Available Funds”** means:

in respect of each Purchase Date which is not a Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Purchase Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Purchase Date (without considering any interest accrued thereon); and
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables (which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment is due and payable), paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Purchase Date; and

in respect of each Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Payment Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued on such account);
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables, paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Payment Date (which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment/ Partial Purchase Option Purchase Price is due and payable);
- (d) the positive balance of the Principal Reserve Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued and any net proceeds deriving from the Eligible Investments made out of funds standing to the credit of such account);
- (e) the amount, if any, paid and to be paid by Agos to the Issuer under the Warranty and Indemnity Agreement from (but excluding) the preceding Payment Date to (and including) such Payment Date, as indemnity of any losses in principal borne or to be borne by the Issuer as a consequence of the occurrence of any event under clause 4 of such agreement (only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the such indemnity is due and payable);
- (f) the portion of the purchase price corresponding to the Notes Principal Amount Outstanding, paid by the Originator on the Business Day immediately preceding such Payment Date for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) in the cases specified under Clause 16 of the Master Transfer Agreement;
- (g) any amount credited to the Defaulted Account out of the Interest Available Fund on such Payment Date; and
- (h) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), any amount credited to the Cash Reserve Account.

**Priority of Payments prior to the delivery of an Early**

On each Purchase Date which is not a Payment Date and falls prior the delivery of an Early Termination Event Notice, the Issuer shall procure

**Termination Event Notice on a Purchase Date which is not a Payment Date**

that the Principal Available Funds are applied 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 and provided that any arrear in the payment of any item shall be paid in priority to any new payment due on such Purchase Date in respect of the same item):

(i) to pay to the Originator the Purchase Price of any Subsequent Portfolio purchased on such Purchase Date within the Maximum Purchase Amount as calculated on the Calculation Date preceding such Purchase Date;

(ii) to credit any residual amount on the Purchase Account.

**Priority of Payments prior to the delivery of a Trigger Notice on a Payment Date**

On each Payment Date prior to the delivery of a Trigger Notice, the Issuer shall procure that the Issuer Available Funds are applied 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 and provided that any arrear in the payment of any item shall be paid in priority to any new payment due on such Payment Date in respect of the same item):

**In respect of the Interest Available Funds**

(i) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any all outstanding Taxes due and payable by the Issuer on such Payment Date; and (b) any Expenses due and payable on such Payment Date by the Issuer, to the extent that they have not been paid with the amounts standing to the Expenses Account;

(ii) if the Payment Date is a Cancellation Date, to pay to the Servicer the Interest Component and the Expenses Component of any amount due to the Servicer pursuant to Clause 4.2, last Paragraph, of the Servicing Agreement;

(iii) to pay the remuneration due to the Representative of the Noteholders and any costs and expenses incurred by the Representative of the Noteholders pursuant to, or in connection with, any of the Transaction Documents, to the extent that they have not been paid with the amounts standing to the Expenses Account;

(iv) to pay *pari passu* and *pro rata* according to the respective amounts thereof, (i) any amounts due and payable on such Payment Date to the Calculation Agent, the Cash Manager, the Account Bank, the Principal Paying Agent, the Corporate Servicer and the Securitisation Administrator, and (ii) to credit the Expenses Account with the amount necessary to ensure that the balance, at such Payment Date, of the Expenses Account is equal but not in excess (after credit) to the Expenses Reserve Required Amount;

- (v) to pay any amount due and payable on such Payment Date to the Servicer under the Servicing Agreement (other than amounts paid under (ii) above);
- (vi) to pay *pari passu* and *pro rata* any amounts due and payable to the Hedging Counterparties under the Hedging Agreements, except for any amounts due and payable under item (xvii) below;
- (vii) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) which have credited the Guarantee Account pursuant to Clause 5 of any Commingling Guarantee, all the interest matured and credited on the Guarantee Account in respect of the amount respectively credited by each of them;
- (viii) to pay *pari passu* and *pro rata* all amounts due and payable on such Payment Date in respect of interest on the Class A Notes;
- (ix) to credit to the Defaulted Account, all the amounts debited out of the Principal Available Funds as Defaulted Interest Amount until (and including) such Payment Date and not already credited to the Defaulted Account on a preceding Payment Date under this item;
- (x) if the Notes Residual Outstanding Principal of the Senior Notes has not been paid in full (taking into account the amounts in principal paid out of the Issuer Available Funds on such Payment Date), to credit to the Defaulted Account the Principal Amount Outstanding (determined as of the date on which the Receivables have become Defaulted Receivables) of the Receivables which have become Defaulted Receivables for the first time during the Quarter Reference Period preceding such Payment Date;
- (xi) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date) and the Notes Principal Amount Outstanding of the Senior Notes has not been totally redeemed (also taking into account the amounts in principal paid under the Principal Available Funds on such Payment Date) to credit the Cash Reserve Account up to the Cash Reserve Required Amount (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments);
- (xii) if an Early Termination Event Notice has been delivered, and the Notes Principal Amount Outstanding of the Senior Notes has not been totally redeemed (also taking into account the principal payments made out of the Principal Available Funds on such Payment Date), to pay to the Senior Noteholders an amount up to the aggregate of the Notes Principal Amount Outstanding of the Class A Notes;
- (xiii) to pay *pari passu* and *pro rata* any amount due by Agos as Commitment Fees under any Commingling Guarantee (if any) but

not paid after 30 days following the due date thereof;

- (xiv) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) all amount due as Drawing Fees under the relevant Commingling Guarantees;
- (xv) to reimburse *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) all amount drawn under the relevant Commingling Guarantees (also taking into account the amounts paid out of the Principal Available Funds on such Payment Date);
- (xvi) if such Payment Date is the Payment Date immediately following the notice received under clause 4.9 of the Master Transfer Agreement, to credit the Product Cash Reserve Account up to an amount equal to the Product Cash Reserve Required Amount (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments), as of the Calculation Date immediately preceding such Payment Date;
- (xvii) to pay any amounts due and payable to any Hedging Counterparty upon early termination of the relevant Hedging Agreement in the event that such Hedging Counterparty is the "Defaulting Party" or the sole "Affected Party" as both terms are defined in the Hedging Agreements;
- (xviii) to pay any amounts due and payable on such Payment Date to the Lead Manager under Clause 12 of the Senior Note Subscription Agreement;
- (xix) to pay to the Originator any amount due and payable on such Payment Date under Clause 8 of the Warranty and Indemnity Agreement;
- (xx) to pay any amounts due and payable on such Payment Date to the Junior Notes Subscriber under Clause 9 of the Junior Note Subscription Agreement;
- (xxi) to pay *pari passu* and *pro rata* the Class J Base Interest to the Class J Notes;
- (xxii) to pay *pari passu* and *pro rata* any residual amount as Class J Additional Interest to the Class J Notes.

**"Expenses"** means:

(a) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (other than the Other Issuer Creditors) incurred in the course of the Issuer's business in relation to the Securitisation;

(b) any and all outstanding fees, costs, expenses and Taxes required to be paid in connection with the listing, deposit or

ratings of the Notes, or any notice to be given to the Noteholders or the other parties to any Transaction Document.

**“Expenses Component”** means, with reference to a Receivable the management fees and any other fees or expenses (different from the fees and expenses included in the Principal Component and the Interest Component) due as part of the relevant Instalment as from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent receivables.

**“Expenses Reserve Required Amount”** means Euro 50,000.

**“Cash Reserve Required Amount”** means,

(A) at the Issue Date, the Initial Cash Reserve Required Amount, (B) prior to the delivery of an Early Termination Notice due to the delivery of a Trigger Notice: (i) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), zero and (ii) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date) to (but excluding) the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal payments made on such Payment Date), the Initial Cash Reserve Required Amount; and (C) after the delivery of an Early Termination Notice due to the delivery of a Trigger Notice, zero.

**“Initial Cash Reserve Required Amount”** means Euro 49,967,988.44.

**“Collections”** means, in relation to a Payment Date and during a determined period, any amounts received and/or recovered in connection with the Receivables including, but not limited to, any amount received whether as principal, interests and/or costs in relation to the Receivables, and including any indemnities (i) to be paid in accordance with the Agos Insurance Policies and the Registered Assets Insurance Policies entered into in relation to the Receivables, and (ii) assigned to the Issuer pursuant to and within the limits of Clause 10 of the Master Transfer Agreement.

**“Collections of Principal”** means, with reference to each Receivable and to a Reference Period, the Collections (other than a Recovery), effectively collected (net of the Principal Component of any Unpaid Amount determined during such Reference Period) by the Issuer during such Reference Period, which causes a reduction of the Principal Amount Outstanding of such Receivable as of the end of such Reference Period (including the Collections received as prepayment of the Receivable, the insurance indemnities due under the Registered Assets Insurance Policies, any amount received as principal from the persons having a particular arrangement such as the suppliers of services and goods, with reference to such Receivable and any other amount received as principal in relation to such Receivable, including the insurance indemnities due



under the Agos Insurance Policies and the Collections related to the Accrual of Interests and the repayment by the relevant Debtors of the insurance premiums paid by Agos in accordance with the Financed Insurance Policies).

**“Collections of Fees”** means the aggregate of the Expenses Component and any other fee (including those related to the prepayment of the Receivables, and the commissions for direct debit payments and commissions for postal giro payments, if any) effectively collected by the Issuer (net of the Expenses Component of any Unpaid Amount).

**“Collections of Interest”** means the aggregate of the Interest Component effectively collected by the Issuer (net of the Interest Component of any Unpaid Amount and net of any Collection received in connection with the Accrual of Interests).

**“Accrual of Interests”** means, with reference to each Receivable, the Interest Component of the First Instalment accrued pursuant to the relevant Consumer Loan Agreement until (but excluding) the Financial Effective Date with reference to the Initial Receivables and until (but excluding) the relevant Valuation Date with reference to the Subsequent Receivables.

**“Product Cash Reserve Required Amount”** means at the Calculation Date immediately preceding the Payment Date immediately following the notice received under clause 4.9 of the Transfer Agreement, the product of (i) 0.05% and (ii) the Notes Principal Amount Outstanding of the Senior Notes on such Calculation Date (which shall be reduced by any principal reimbursement of the Notes to be redeemed on such Payment Date).

**“Defaulted Interest Amount”** means, on each Payment Date, any amount due and payable on such Payment Date out of the Interest Available Funds under items (i), (iii), (iv), (v), (vi), (vii) and (viii) of the Priority of Payment of the Interest Available Funds on such Payment Date but not paid.

**“Individual Purchase Price”** means the purchase price of each Receivable, which is equal to the Principal Amount Outstanding of such Receivable as of the relevant Purchase Date.

**“Interest Component”** means, with reference to each Receivable, the interest component of each Instalment which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables.

**“Negative Price Adjustment”** means any amount to be paid by the Issuer to Agos pursuant to Clause 11.3 (ii) of the Master Transfer Agreement.

**“Positive Price Adjustment”** means any amount to be paid by Agos or

by Calyon Milan to the Issuer pursuant to Clause 11.2 (ii) of the Master Transfer Agreement.

**“Principal Component”** means, with reference to each Receivable, the principal component of each Instalment (including the fees for the opening of the file due by the Debtor during the life of the Consumer Loan and the Insurance Premium) which is due pursuant to the relevant Consumer Loan Agreement from (and including) Financial Effective Date with reference to the Initial Receivables and from the relevant Valuation Date with reference to the Subsequent Receivables.

**“Insurance Premium”** means the amount that each Debtor shall pay on a monthly basis to Agos pursuant to the relevant Consumer Loan Agreement, in relation to the insurance premium paid by Agos to the relevant Insurance Company under any Financed Insurance Policy.

**“Aggregate Amortising Plan”** means, with reference to a number of Receivables, the aggregate of the amortising plans of such Receivables.

**“Unpaid Amount”** means, in relation to any Collection, credited by Agos to the Collection Account in accordance with the Servicing Agreement, the unpaid amount of such Collection on the relevant due date, as verified by Agos, in its capacity as Servicer, following the above mentioned crediting to the Collection Account.

#### **In respect of the Principal Available Funds**

- (i) to pay, up to the Defaulted Interest Amount as of such Payment Date:
  - 1. the aggregate amount due but unpaid out of the Interest Available Funds under items (i), (iii), (iv), (v), (vi), and (vii) of the Priority of Payments of the Interest Available Funds;
  - 2. upon payment in full of the amounts under the item (1) above, *pari passu* and *pro rata* to the Class A Noteholders any amount of interest due and payable on such Payment Date but not paid out of the Interest Available Funds in respect of the Class A Notes;
- (ii) following the commencement of the Amortising Period, to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Class A Notes up to the Notes Principal Amount Outstanding of Class A Notes on such Calculation Date;
- (iii) if the Payment Date is also a Cancellation Date, to pay to the Servicer the Principal Component of any amount due to the Servicer pursuant to Clause 4.2, last Paragraph, of the Servicing Agreement;
- (iv) to pay to the Originator any Negative Price Adjustment to be paid on such Payment Date;
- (v) to pay to the Originator the Purchase Price of any Subsequent

Portfolio purchased on such Payment Date during the Purchase Period in accordance and subject to the Master Transfer Agreement, provided that no Early Termination Event Notice has been delivered;

- (vi) to credit any residual amount to the Purchase Account or, if the Notes Principal Amount Outstanding of the Senior Notes has been totally redeemed, to pay *pari passu* and pro rata all amounts due and payable in respect of principal on the Class J Notes up to the Notes Principal Amount Outstanding of Class J Notes on such Calculation Date;
- (vii) to reimburse *pari passu* and pro rata to the Commingling Guarantee Providers (if any) all amount drawn under the relevant Commingling Guarantee;
- (viii) to pay *pari passu* and pro rata any residual amount as Class J Additional Interest to the Class J Notes.

“**Maximum Purchase Amount**” means, on each Calculation Date the difference between:

- (i) the Principal Available Funds on such Calculation Date by reference to the immediately following Purchase Date and
- (ii) any amounts due on the Purchase Date immediately following such Calculation Date and to be paid, in accordance with the applicable Order of Priority, in priority to the payment of the Purchase Price of the relevant Subsequent Receivables.

### **Post Enforcement Priority of Payments**

(1) On each Payment Date following the delivery of a Trigger Notice (other than a Trigger Notice which is due to the occurrence of an Insolvency Event), or (2) on the first Business Day following the delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event and on any Business Day thereafter on which the aggregate of the balances standing to the credit of the Issuer Accounts is at least equal to Euro 1,000,000, all the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Receivables and any Transaction Documents will be applied 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 and it being understood that any arrear in payment of any item shall be paid in priority to any new payment due on such Payment Date in respect of the same item). In the case under (2) above, any reference hereinafter to a “Payment Date” shall be interpreted as a reference to a “Business Day”.

- (i) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any and all outstanding Taxes due and payable by the Issuer on such Payment Date; (b) all outstanding Expenses due and payable on such Payment Date by the Issuer to the extent that they have not been paid with the amounts

- standing to the Expenses Account;
- (ii) to pay the remuneration due to the Representative of the Noteholders and any costs and expenses incurred by the Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents to the extent that they have not been paid with the amounts standing to the Expenses Account;
  - (iii) to pay *pari passu* and *pro rata* according to the respective amounts thereof, any amounts due and payable on such Payment Date to the Calculation Agent the Cash Manager, the Account Bank, the Principal Paying Agent, the Corporate Servicer and the Securitisation Administrator to the extent that they have not been paid with the amounts standing to the Expenses Account;
  - (iv) to pay any amount due and payable on such Payment Date to the Servicer under the Servicing Agreement;
  - (v) to pay *pari passu* and *pro rata* any amounts due and payable to the Hedging Counterparties under the Hedging Agreements, except for any amounts due and payable under item (ix) below;
  - (vi) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) which have credited the Guarantee Account pursuant to Clause 5 of the Commingling Guarantee all the interest matured on the Guarantee Account in respect of the amount respectively credited by each of them;
  - (vii) to pay all amounts due and payable in respect of interest on the Class A Notes;
  - (viii) to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Senior Notes, provided that, if a Trigger Notice is delivered prior to the Initial Amortising Date and due to a Trigger Event other than an Insolvency Event, all the relevant payments of principal in respect of the Senior Notes shall be credited to the Principal Reserve Account until the Initial Amortising Date (or any earlier applicable date, if Condition 7.4 (*Redemption for Taxation*) becomes applicable);
  - (ix) to pay any amounts due and payable to any Hedging Counterparty upon early termination of the relevant Hedging Agreement in the event that such Hedging Counterparty is the "Defaulting Party" or the sole "Affected Party" as both terms are defined in the Hedging Agreement;
  - (x) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers any amount due and payable on such Payment Date (including any amount not paid by Agos as commitment fees) under each Commingling Guarantee;
  - (xi) if the Payment Date is also a Cancellation Date, to pay any

amount due to the Servicer pursuant to Clause 4.2 last Paragraph, of the Servicing Agreement;

- (xii) to pay to the Originator any Negative Price Adjustment to be paid on such Payment Date;
- (xiii) to pay to the Originator, any amount and payable on such Payment Date under Clause 8 of the Warranty and Indemnity Agreement;
- (xiv) to pay *pari passu* and *pro rata* the Class J Base Interest on the Class J Notes;
- (xv) to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Class J Notes;
- (xvi) to pay *pari passu* and *pro rata* any residual amount as Class J Additional Interest to the Class J Notes outstanding.

**Governing Law** The Notes will be governed by Italian law.

**Purchase of the Notes** The Issuer may not purchase any Note at any time.

## **TRANSFER AND ADMINISTRATION OF THE PORTFOLIO**

**Transfer of the Portfolios** Pursuant to the terms of the Master Transfer Agreement, on the First Purchase Date, the Originator has sold to the Issuer an initial portfolio of monetary receivables and connected rights arising out of consumer loan agreements and personal loan agreements entered into by the Originator with its clients (the “**Initial Receivables**”). Such Initial Receivables are comprised in the Initial Portfolio and have been assigned to the Issuer without recourse (*pro soluto*) in accordance with the Securitisation Law. The Purchase Price of the Initial Receivables will be payable by the Issuer to the Originator on the Issue Date using the proceeds of the issue of the Notes, subject to the satisfaction of the conditions specified in Clause 3.2 of the Master Transfer Agreement.

**The Portfolio** The Notes of each Class will be collateralised, *inter alia*, by the Portfolio constituted of the Initial Receivables and of the Subsequent Receivables that the Issuer may purchase from time to time on any Purchase Date during the Purchase Period in accordance with the Master Transfer Agreement.

The Noteholders will have rights over the Portfolio as a whole (subject to the Priority of Payments) and over the Receivables comprised in the Portfolio.

**Conditions for the purchase of Subsequent Portfolios** The Issuer may purchase Subsequent Portfolios from the Originator only if all of the conditions precedent specified under Clause 5 of the Master Transfer Agreement will be satisfied and if any of the conditions subsequent specified under Clause 8 of the Master Transfer Agreement will not occur.

**Warranties and Guarantees  
in relation to the Portfolio**

Pursuant to the terms of a warranty and indemnity agreement (the "**Warranty and Indemnity Agreement**") entered into on or about the First Purchase Date between the Originator and the Issuer, the Originator has given certain representations and warranties in favour of the Issuer in relation to the Initial Portfolio and the Initial Receivables, and the Originator has agreed to give certain representations and warranties in relation to any Subsequent Receivables and Subsequent Portfolio 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 Receivables. See "*Description of the Warranty and Indemnity Agreement*".

**Criteria**

The Receivables are and will be identified by the Originator and the Issuer on the basis of objective general criteria listed in exhibit A of the Master Transfer Agreement (the "**General Criteria**") and of certain specific criteria, listed in exhibit A of the Master Transfer Agreement with respect of the Initial Receivables, and in exhibit A of each subsequent Purchase Notice with respect to the relevant Subsequent Receivables (the "**Specific Criteria**" and, together with the General Criteria, the "**Criteria**").

**The Pools**

The Receivables will be classified in the following pools:

- (i) Pool of the Furniture Loans;
- (ii) Pool of the New Vehicles Loans;
- (iii) Pool of the Personal Loans;
- (iv) Pool of the Special Purpose Loans;
- (v) Pool of the Used Vehicles Loans.

**"Pool of the Furniture Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing furniture (excluding domestic appliances).

**"Pool of the New Vehicles Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing New Vehicles.

**"Pool of the Personal Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan without a specific destination (although the purpose of the loan may be specified in the relevant loan's request).

**"Pool of the Special Purpose Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing an asset different from those referred to in the Pool of the New Vehicle Loans, the Pool of the Used Vehicle Loans, the Pool of the Personal Loans or the Pool of the Furniture Loans.

**"Pool of the Used Vehicles Loans"** means the pool of the Consumer

Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing Used Vehicles.

### **Servicing Agreement and Collection Policies**

Pursuant to the terms of the Servicing Agreement, the Servicer will agree to administer and service the Receivables on behalf of the Issuer and, in particular:

- to collect amounts due in respect thereof;
- to administer relationships with any Debtor; and
- to carry out, on behalf of the Issuer, certain activities in relation to the Receivables in accordance with the Servicing Agreement and the Collection Policies.

The Servicer will be the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento*" pursuant to article 2.3 (c) of the Securitisation Law and, therefore, it will undertake to verify that the operations comply with the law and the Prospectus.

In addition, the Servicer will undertake to prepare and submit the Servicer Report, in the form set out in the Servicing Agreement, on each Report Date, to the Issuer, the Representative of the Noteholders, the Securitisation Administrator, the Principal Paying Agent, the Corporate Servicer, the Rating Agency and the Calculation Agent.

### **Sale Option of the Defaulted Receivables**

The Servicer may in the name and on behalf of the Issuer sell to third parties at any time one or more Defaulted Receivables in compliance with the criteria set by the Servicing Agreement.

### **Servicing Fees**

In consideration for the services provided by the Servicer under the Servicing Agreement, the Issuer will pay in arrear to the Servicer, on each Payment Date: (a) a management and collection fee calculated pursuant to the following formula: 0,5% per cent. \* (number of calendar days of the Interest Period preceding such Payment Date/360) \* (the Receivables Eligible Outstanding Amount as of the Calculation Date preceding the Payment Date immediately preceding such Payment Date, it being understood that, with reference to the first Payment Date, the Receivables Eligible Outstanding Amount will be calculated as of the Issue Date); and (b) a recovery fee equal to 6% per cent. of the Collections made in respect of any Defaulted Receivables during the Quarter Reference Period preceding such Payment Date.

### **The Commingling Guarantee and the Commingling Account**

In connection with the Securitisation and as a condition for its implementation, in the case the rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations of Agos falls below the Servicer Minimum Rating (a "**Servicer Downgrade**"), Agos shall in order to secure the payment obligations of Agos as Servicer under Clauses 4.2 and 4.4 of the Servicing Agreement:

- (i) procure to the Issuer, also for the benefit of the Noteholders, a guarantee from a bank having at least the Minimum Rating (the "**Commingling Guarantee**"); or

(ii) credit the Commingling Account for an amount equal to Commingling Reserve Required Amount as calculated on the Calculation Date immediately preceding the Payment Date immediately preceding the date on which the downgrading has occurred.

Upon the occurrence of a Servicer Event, the Issuer shall have the right to demand payment under the Commingling Guarantee or to draw any amounts out of the Commingling Account for an amount equal to the Commingling Loss Amount.

**“Commingling Loss Amount”** means, any amount due but unpaid under clauses 4.2 and 4.4 of the Servicing Agreement by the Servicer.

**“Commingling Reserve Required Amount”** means at any Calculation Date, 5.03% of the Notes Principal Amount Outstanding of the Senior Notes as determined at such Calculation Date (also taking into account the principal payments made out of the Issuer Available Funds on the Payment Date immediately preceding such Calculation Date).

**“Minimum Rating”** means a rating assigned to the unguaranteed, unsubordinated and unsecured debt obligations at least equal to A1+ by S&P,

**“Servicer Minimum Rating”** means a rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations at least equal to A-2 by S&P.

**“Servicer’s Event”** means any of the following events: an administrator, administrative receiver or liquidator of Agos is appointed over or in respect of the whole or any substantial part of the undertaking, assets and/or revenues of Agos or Agos becomes subject to any bankruptcy, liquidation, administration, insolvency, composition (among which, without limitation, “*fallimento*”, “*concordato preventivo*” and “*accordi di ristrutturazione dei debiti*”) or similar proceedings or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of Agos.

## **The Issuer Accounts**

Pursuant to the terms of the Cash Allocation, Management and Payments Agreement, the Issuer will open in its name the following Euro denominated accounts (the “**Issuer Accounts**”) with the Account Bank:

- (a) the Purchase Account, IBAN IT 48K 03432 01600 002212088364;
- (b) the General Account, IBAN IT 25L 03432 01600 002212088365;
- (c) the Collection Account, IBAN IT 02M 03432 01600 002212088366;
- (d) the Principal Reserve Account, IBAN IT 76N 034320 160000 2212088367;



- (e) the Defaulted Account, IBAN IT 53O 03432 01600 002212088368;
- (f) the Cash Reserve Account, IBAN IT 30P 034320 160000 2212088369;
- (g) The Expenses Account, IBAN IT 72I 03432 01600 002212088370;
- (h) if required, the Product Cash Reserve Account;
- (i) if required, the Guarantee Account;
- (j) if required, the Commingling Account;
- (k) if required, the Securities Account;
- (l) if required, the Collateral Account,

and will maintain the Capital Account, with account number 100020700012 opened when the Programme was established.

The Issuer Accounts shall be managed in compliance with the Cash Allocation, Management and Payments Agreement.

Interest shall accrue on the balance of funds held to the credit of each Issuer Accounts at an annual rate equal to EONIA less 20 pb/year, calculated on an actual/360 basis and payable in arrears on each Purchase Date, during the Purchase Period and on each Payment Date, thereafter, with regard to the Collection Account, the Product Cash Reserve Account, the General Account and the Purchase Account and on each Payment Date for all the others Issuer Accounts.

#### **Italian tax regime on current accounts**

The interest accrued on any account opened by the Issuer in the Republic of Italy with any Italian resident bank or any Italian branch of a non-Italian bank (including the Issuer Accounts) will be subject to withholding tax on account of Italian income tax. As of the date of this Prospectus, such withholding tax is levied at the rate of 27 per cent.

See “Tax treatment of the Issuer”, below.

## **RISK FACTORS**

*The following is a description of certain aspects of the Securitisation and the Notes issued thereunder of which prospective Noteholders should be aware. This summary is not intended to be exhaustive and prospective Noteholders should make their own independent valuations of all investment considerations and should also read the information set out elsewhere in this document and in the Transaction Documents.*

### **RISK FACTORS RELATING TO THE SECURITIES**

#### **Source of Payments to Noteholders**

The Notes constitute direct, secured and 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 Arranger, the Lead Manager, the Representative of the Noteholders, the Corporate Servicer, the Account Bank, the Principal Paying Agent, the Securitisation Administrator, the Calculation Agent, the Cash Manager and the Hedging Counterparty. None of the aforementioned parties accepts any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due on the Notes.

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent upon, among other things, the timely payment of amounts due under the Consumer Loans by the Debtors, the receipt by the Issuer of the Collections made on its behalf by the Servicer from the Portfolio, any payments made by the Hedging Counterparty under the Hedging Agreement(s) and any other amounts received by the Issuer pursuant to the provisions of the other Transaction Documents to which it is a party. The Issuer's principal assets will be the Receivables. As at the date hereof, the Issuer's principal assets are the Initial Receivables. During the Purchase Period, pursuant to the Master Transfer Agreement, it is envisaged that the Issuer will purchase Subsequent Receivables. The Initial Receivables, together with the Subsequent Receivables (if any) will form one and the same collateral for the Notes. For a description of the Initial Receivables and the criteria that the Issuer will utilise when investing in Subsequent Receivables, please see "*The Portfolio*" and "*Transaction Documents - Description of the Master Transfer Agreement*", below. The Issuer will not have any significant assets, for the purpose of meeting its obligations under this Securitisation, other than the Receivables, any amounts standing to the credit of the Issuer Accounts and its rights under the Transaction Documents to which it is a party. Consequently, there is no assurance that, over the life of the Notes or on the redemption date of any Notes (whether on maturity, on the Cancellation Date, or upon redemption by acceleration of maturity following service of a Trigger Notice or otherwise), there will be sufficient funds to enable the Issuer to repay the Senior Notes in full.

The Notes will be limited recourse obligations solely of the Issuer. If there are not sufficient funds available to the Issuer 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.

Other than as provided in the Warranty and Indemnity Agreement, the Master Transfer Agreement, the Servicing Agreement and the Senior Notes Subscription Agreement, the Issuer and the Representative of the Noteholders will have no recourse to Agos (in any capacity) or any other entity including, but not limited to, in circumstances where the proceeds received by the Issuer from the enforcement of any particular Consumer Loan are insufficient to repay in full the Receivable in respect of such Consumer Loan.

If, upon default by one or more Debtors under the Consumer Loans and after the exercise by the Servicer of all usual remedies in respect of such Consumer Loans, the Issuer does not receive the full amount due from those Debtors, then the Senior Noteholders may receive by way of principal repayment an amount less than

the face value of their Senior Notes and the Issuer may be unable to pay in full interest due on the Senior Notes.

### **Performance of the Portfolio**

The Initial Portfolio is composed, and Subsequent Portfolios, will be composed (i) of loans to individuals entered into pursuant to article 121 and following of the Banking Act (reference to which in this section *Risk Factors* will be made as “**Crediti al Consumo Loans**”) and (ii) loans to individuals to which such provisions do not apply (reference to which in this section *Risk Factors* will be made as “**Personal Loans**”). In this section *Risk Factors*, the terms “consumer loans” and “consumer loan agreements” (also if written with capitalised initial letter) will refer collectively to *Crediti al Consumo Loans* and to *Personal Loans*, unless otherwise specified.

The Initial Portfolio is composed of Consumer Loans the repayment of whose installments has been delayed no more than three times and which were classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy’s supervisory regulations as at the First Purchase Date. The Subsequent Portfolios, if any, will be composed only of Consumer Loans the repayment of whose installments has been delayed no more than three times and which will be classified as performing (*crediti in bonis*) by the Originator in accordance with the same supervisory regulations as at the relevant Purchase Date. All the Consumer Loan Agreements are loans not secured by any security interest. There can be no guarantee that the Debtors will not default under such Consumer Loan Agreements or that they will continue to perform thereunder. It should be noted that adverse changes in economic conditions may affect the ability of the Debtors to repay the Consumer Loan Agreements.

The recovery of overdue amounts in respect of the Consumer Loan Agreements will be affected by the length of enforcement proceedings in respect of the Consumer Loan Agreements, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and on where such action is taken. Factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Consumer Loan Agreements and (ii) more time will be required for the proceedings if it is first necessary to obtain a payment injunction (*decreto ingiuntivo*) or if the Debtor raises a defence or counterclaim to the proceedings. See “*Selected aspects of Italian law*” below.

### **No Independent Investigation in relation to the Receivables**

Except for certain limited sample investigation performed by independent auditors on behalf of the Originator, none of the Issuer, the Arranger, the Lead Manager, nor any other party to the Transaction Documents (other than the Originator) has undertaken or will undertake any investigation, searches or other actions to verify the details of the Portfolio sold by the Originator to the Issuer, nor has any of such parties undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtor.

Pursuant to the Warranty and Indemnity Agreement the Originator have given certain representations and warranties in favour of the Issuer with respect to the Initial Portfolio and the Originator will give certain representations and warranties in favour of the Issuer in respect of each relevant Portfolio transferred pursuant to the Master Transfer Agreement and has undertaken and will undertake connected indemnification obligations. Such indemnification obligations of the Originator are unsecured claims of the Issuer and no assurance can be given that the Originator can or will pay the relevant amounts when due.

Although the parties to the Warranty and Indemnity Agreement have expressly agreed that claims for breach of representations and warranties given by any of the Originator within the context of the Securitisation may be pursued the Cancellation Date, it cannot be excluded that a one year prescription period from the transfer of each Portfolio could be held to apply to some or all the representations and warranties given by the Originator on the ground that Article 1495 of the Italian Civil Code may not be derogated by the parties where the representations and warranties are given in relation to a sale contract (*contratto di compravendita*) such as any transfer of Receivables under the Master Transfer Agreement.

### **Recoveries under the Consumer Loans**

Following default by a Debtor under a Consumer Loan, the Servicer will be required to take steps to recover the sums due under the Consumer Loan in accordance with its credit and collection policies and the Servicing Agreement.

Article 125 of the Banking Act makes reference to article 1525 of the Italian civil code, which prescribes that consumer loans secured by the goods financed by such loans, cannot be terminated, if the relevant debtor fails to pay one instalment of the loan not exceeding the eight part of the total amount of the same. In all other cases, the Consumer Loans provide that if any Debtor fails to pay in due time any amount due thereunder, the lender is entitled to take steps to terminate its agreement with the relevant Debtor under the relevant Consumer Loan and to require immediate repayment of all amounts advanced and/or due under such Consumer Loan in accordance with its terms. See “*Transaction Documents - Description of the Servicing Agreement*” and “*Procedures*”, below.

The Servicer may take steps to recover the deficiency from the Debtor. Such steps could include an out-of-court settlement; however, legal proceedings may be taken against the Debtor if the Servicer is of the view that the potential recovery would exceed the costs of the enforcement measures. In such event, due to the complexity of, and the time involved in carrying out, legal proceedings against the Debtor and the possibility for challenges, defences and appeals by the Debtor, there can be no assurance that any such proceedings would result in the payment in full of outstanding amounts under the relevant Consumer Loan.

In the Republic of Italy, a lender which has received a judgment against a debtor in default may enforce the judgment through a forced sale of the debtor’s (or guarantor’s) goods (*pignoramento mobiliare*) or real estate assets (*pignoramento immobiliare*), if the lender has previously been granted 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 relevant debtor together with a *titolo esecutivo*, i.e. an instrument evidencing the nature of the claims and having certain characteristics.

The average length of time for a forced sale of a debtor’s goods, from the court order or injunction of payment to the final sharing-out, is about three years. The average length of time for a forced sale of a debtor’s real estate assets, from the court order or injunction of payment to the final sharing-out, is between six and 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.

Attachment proceedings may also be commenced on due and payable claims of a borrower (such as bank accounts, salary etc.) or on a borrower’s moveable property which is located on a third party’s premises.

### **Possible insolvency proceedings**

Although the Consumer Loan Agreements are entered into with Debtors which are individuals, there can be a part of those individuals which are also entrepreneurs and as such are subject to insolvency proceedings (*procedure fallimentari*) under Italian law. In the event of insolvency, prepayments made by a Debtor under

the relevant Consumer Loan may be revoked pursuant to article 65 or article 67 of Royal Decree No. 267 of 16 March 1942.

In decision No. 4842 of 5 April 2002 (“**Decision 4842/2002**”), the Italian Supreme Court held that, in a bankruptcy, prepayments in respect of certain unsecured debt obligations made by the bankrupt entity are subject to claw-back provisions of article 65 of Bankruptcy Law, rather than of article 67 of Bankruptcy Law, on the grounds that any such prepayment constitutes a payment of a debt not yet due. As a consequence, in the event of insolvency, prepayments made by a Debtor under the relevant Consumer Loan may be revoked pursuant to article 65 of Bankruptcy Law if such payments are made in the two years preceding the bankruptcy of such Debtor.

Decision 4842/2002 is also significant because article 4 of the Securitisation Law provides that a special purpose vehicle set for a securitisation (which would include the Issuer) is specifically exempt from claw-back under article 67 in respect of payments made to it by the underlying debtors, whereas the Securitisation Law does not exempt the Issuer from claw-back under article 65.

Decision 4842/2002 appears to depart from Supreme Court decision No. 1153 of 10 April 1969 (“**Decision 1153/1969**”) which held that a prepayment of a loan following the debtor’s election to prepay in accordance with terms of a loan agreement constitutes a payment of a debt that is due and payable and therefore could only be clawed back under article 67 (and not article 65) of Bankruptcy Law. Moreover, it is not certain that Decision 4842/2002 will apply to prepayments of consumer loans because it deals with the prepayment of a bond issue and only briefly refers to ordinary loans. In addition, it should be noted that Italian court decisions are not binding on other courts, including courts of first instance: in this respect, it is worth noting that a decision of the court of first instance of Milan (*Tribunale di Milano, sez. II*) of 17 May 2004 confirmed the principle stated in Decision 1153/1969.

Finally, it has to be noted that, recently, the same Supreme Court in decision No. 19978 of 18 July 2008, which referred to mortgage loans (*crediti fondiari*) granted pursuant to law 16 July 1905 n. 646 (now articles 38 and following of the Banking Act), supported the conclusions held by decision 4842/2002; however, the same decision stated, *inter alia*, that article 65 of Bankruptcy Law does not apply to prepayments made pursuant to prepayment rights arising directly from statutory provisions, as opposed to contractual provisions. Sub-section 2 of article 125 of the Banking Act grants to debtors under *Credito al Consumo* loan agreements a right (which cannot be waived by agreement between the parties) to make prepayments under consumer loans.

### **Liquidity and Credit Risk**

The Issuer will be subject to the risk that any payments due by the Debtors under the Consumer Loans are paid after the scheduled payment dates.

The Issuer will be subject to the further risk of failure by the Servicer to collect or recover sufficient funds in respect of the Portfolio in order to discharge all amounts payable under the Notes when they fall due, as well as to the risk of default in payment by the Debtors and failure to realise or recover sufficient funds in respect of the Defaulted Receivables in order to discharge all amounts due by the Debtors under the relevant Consumer Loans. With respect to the Class A Notes, this risk is mitigated by the credit support provided by the Class J Notes and, if any, by the Product Cash Reserve.

However, in each case, there can be no assurance that the levels of collections and recoveries received from the Portfolio together with such credit and liquidity support will be adequate to ensure timely and full receipt of amounts due under the Notes.

## **Commingling Risk**

The Issuer is subject to the risk that, in the event of insolvency of Agos, acting as Servicer, the Collections held by the Servicer are lost or frozen. Such risk is mitigated through the prompt payment to the Issuer of any Collections held by the Servicer into the Collection Account.

In order to further mitigate such risk, in the case the rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations of Agos falls below the Servicer Minimum Rating, Agos shall:

(i) procure to the Issuer, also for the benefit of the Noteholders, a guarantee from a bank having at least the Minimum Rating (the “**Commingling Guarantee**”); or

(ii) credit the Commingling Account, in order to secure the payment obligations of Agos as Servicer under Clauses 4.2 and 4.4 of the Servicing Agreement, for an amount equal to Commingling Reserve Required Amount as calculated on the Calculation Date immediately preceding the Payment Date immediately preceding the date on which the downgrading has occurred.

## **Interest Rate Risk**

To the extent that the Issuer is, as a result of issuing the Notes, exposed to the risks of adverse interest rate movements between the interest on the Portfolio received by the Issuer and the payment obligations of the Issuer with respect to the Notes, the Issuer will enter into one or more confirmation(s) each, a “**Confirmation**”) with the Hedging Counterparty in order to hedge itself against such risk. Each Confirmation will be entered into with an Hedging Counterparty, having the minimum debt ratings specified by the Rating Agency, pursuant to a 1992 ISDA Master Agreement (Multicurrency – Cross Border) as amended and supplemented by a Schedule, each as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) (the “**ISDA Master Agreement**” and together with the Confirmation(s), the “**Hedging Agreement(s)**”). Prospective Noteholders should note that hedging agreements generally expose participants to certain risks depending on the nature and terms of such agreements and carefully evaluate how the terms of any such hedging transaction might affect the Notes.

The ability of the Issuer to meet its obligations under the Notes will be dependent on the receipt by it of payments due from the Hedging Counterparty under the Hedging Agreement(s).

To seek to reduce this risk, provisions dealing with the actions to be carried out in case of a downgrading of the rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations of the Hedging Counterparty by S&P has been and will be included in each Hedging Agreement. See “*Transaction Documents - Description of the Security Documents*”, below.

Should an early termination of the Hedging Agreement(s) occur, the Issuer may be exposed to an interest rate risk in relation to the floating rates of interests it is required to pay in respect of the Notes. Furthermore, in the event of insolvency of the Hedging Counterparty, the Issuer will be treated by the relevant receiver as a general creditor of the Hedging Counterparty.

## **Limited Enforcement Rights**

Pursuant to the Transaction Documents, the Representative of the Noteholders is responsible for implementing the resolutions of the Meeting of the Noteholders and for protecting the Noteholders’ common interests vis-à-vis the Issuer and is entitled to exercise all the rights granted by the Issuer in favour of the Noteholders under the Security Documents and, following the service of a Trigger Notice, the contractual rights of the Issuer under the Intercreditor Agreement. The Rules of the Organisation of the Noteholders limit the ability of individual Noteholders to commence proceedings against the Issuer by giving the Meeting of the Organisation of the Noteholders the power to decide whether a Noteholder may commence any such individual actions.

## **Relationship amongst Noteholders and between Noteholders and the Other Issuer Creditors**

The Intercreditor Agreement contains provisions applicable where, in the opinion of the Representative of the Noteholders, there is a conflict between all or any of the interests the two Classes of Noteholders, requiring the Representative of the Noteholders to have regard only to the holders of the Senior Notes then outstanding and the Representative of the Noteholders is not required to have regard to the interests of the holders of Junior Notes, nor to the interests of the Other Issuer Creditors, except to ensure that the application of the Issuer's funds is in accordance with the applicable Priority of Payments. In addition, the Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of each Class of Noteholders as a class and relieves the Representative of the Noteholders from responsibility for any consequence for individual Noteholders as a result of such Noteholders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or Taxing Jurisdiction.

Under Condition 11 (*Trigger Events and Early Termination Events*), the Representative of the Noteholders:

- (A) in the case of a Trigger Event under Condition 11 (*Trigger Events and Early Termination Events*), indent (i) may in its sole discretion or, if so directed by an Extraordinary Resolution, shall;
- (B) in the case of a Trigger Event under Condition 11 (*Trigger Events and Early Termination Events*) indent (ii), (iii), (iv) or (v), shall, if so directed by an Extraordinary Resolution;

give written notice (a "**Trigger Notice**") to the Issuer with copy to the Securitisation Administrator, following which all payments due in respect of the Notes shall be made in accordance with the provisions of Condition 5.2 (*Priority of Payments after the delivery of a Trigger Notice*).

The Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of the Other Issuer Creditors as regards all powers, trusts, authorities, duties and discretions of the Representative of the Noteholders (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 any Class of outstanding Notes and any Other Issuer Creditor, to have regard only (except where specifically provided otherwise) to the interests of the holders of such Class of outstanding Notes.

Moreover, prospective Noteholders' attention is drawn to the fact that payments from time to time due by the Issuer to Agos under the various Transaction Documents (with the exception of payments of fees and reimbursement of other costs and expenses under the Servicing Agreement) will be subordinated to payments due in respect of the Senior Notes in accordance with the applicable Priority of Payments.

### **Claims of creditors of the Issuer**

Without prejudice to the right of the Representative of the Noteholders (also in its capacity as Security Trustee) to enforce the Security Documents, the Conditions contain provisions stating, and each of the Other Issuer Creditors pursuant to the Intercreditor Agreement have undertaken, that no Noteholder or Other Issuer Creditor will petition or begin proceedings for a declaration of insolvency against the Issuer until one year and one day have expired from the latter of: (i) the date on which all Notes (including the notes issued in connection with the Programme) have been repaid in full or cancelled in accordance with the relevant terms and conditions, or (ii) the date on which all notes issued within any future securitisation transaction executed by the Issuer pursuant to the Securitisation Law have been repaid in full or cancelled in accordance with the relevant terms and conditions. There can be no assurance that each and every Noteholder and Other Issuer Creditor will honor such contractual undertaking. In addition, under Italian law, any other creditor of the Issuer would be able to begin insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt. Such creditors could arise, for example, by virtue of unexpected expenses owed to third parties. In order to address this risk, the Priority of Payments contains provision for the payment of amounts to third

parties other than the Noteholders and the Other Issuer Creditor.

The Issuer is unlikely to have a large number of creditors unrelated to this Securitisation or any other securitisation transaction because the corporate object of the Issuer as contained in its by-laws (*statuto*) is limited and the Issuer has provided certain covenants in the Intercreditor Agreement which contain restrictions on the activities which the Issuer may carry out with the result that the Issuer may only carry out limited transactions.

No creditors other than the Representative of the Noteholders on behalf of the Noteholders, the Other Issuer Creditors and any third-party creditors having the right to claim for amounts due in connection with this Securitisation would have the right to claim in respect of the Receivables, even in a bankruptcy of the Issuer.

Notwithstanding the above, 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.

### **Limited secondary market**

There is not at present an active and liquid secondary market for the Notes. While the Lead Manager may make a market in the Senior Notes, it is under no obligation to do so. The Notes will not be registered under the Securities Act and will be subject to significant restrictions on resale in the United States. Although the application has been made to list the Senior Notes on the Official List of the Luxembourg Stock Exchange and to admit such Notes to trading on the Regulated Market, there can be no assurance that a secondary market for any of the Senior Notes will develop, or, if a secondary market does develop in respect of any of the Senior Notes, that it will provide the holders of such Senior Notes with liquidity of investments or that it will continue until the final redemption or cancellation of such Senior Notes. Consequently, any purchaser of Senior Notes may hold such Senior Notes until the final redemption or cancellation thereof.

### **Suitability**

Structured securities, such as the Notes, are sophisticated instruments, which can involve a significant degree of risk. Prospective investors in Notes should ensure that they understand the nature of the Notes and the extent of their exposure to the relevant risk. 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 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.

### **Servicing of the Portfolio**

The Portfolio has always been serviced by Agos, previously as owner of the Consumer Loans and the relevant Receivables, and following the transfer of the Receivables to the Issuer, as Servicer pursuant to the Servicing Agreement. Consequently, the net cash flows 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 been appointed by the Issuer as responsible for the collection of the Receivables transferred by it (as Originator) to the Issuer and for the cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*). In accordance with the Securitisation Law, the Servicer is therefore responsible for ensuring that the collection of the Receivables serviced by it and the relative cash and payment services comply with Italian law and this Prospectus.

### **Changes to the Risk-Weighted Asset Framework after the implementation of Basel II framework**



On 11 May 2004, the Basel Committee on Banking Supervision announced that it had achieved consensus on the remaining issues regarding the proposals for a new international capital adequacy framework, which places enhanced emphasis on market discipline and risk sensitivity.

The text of the new Basel II framework was published at the end of June 2004. The Basel Committee on Banking Supervision has indicated that the standardised and foundation approaches would have been implemented from the end of 2006, but advised that one further year of impact analysis will be needed for the advanced approaches under the framework, which has been, therefore, implemented from the beginning of 2008.

The Basel II framework has been implemented through the adoption of European Directives 2006/48/EC and 2006/49/EC. The Italian Government has implemented the abovementioned Directives by law 23 February 2007 n. 15 and by a decree issued by the Minister of Economics and Finance on 27 December 2006. On the same day, the Bank of Italy issued the new regulations on capital adequacy and risk weighting for banks (*Nuove disposizioni di vigilanza prudenziale per le banche*).

The new regulatory framework could affect the risk weighting of the Notes in respect of certain investors, if such investors are regulated in a manner affected by the new rules. Consequently, Noteholders should consult their own advisers as to the potential effect of the application of the new Basel II principles to the Notes.

### **The Securitisation Law**

As at the date of this Prospectus, no interpretation of the application of the Securitisation Law has been issued by any Italian governmental or regulatory authority, except for (i) regulations issued by the Bank of Italy concerning, *inter alia*, the accounting treatment of securitisation transactions for special purpose companies incorporated under the Securitisation Law, such as the Issuer, and the duties of the companies which carry out collection and recovery activities in the context of a securitisation transaction, and (ii) the Decree of the Italian Ministry of Treasury dated 4th April, 2001 and the Bank of Italy regulation dated 16th December, 2002 on the terms for the registration of the financial intermediaries in the register held by the Bank of Italy pursuant to article 107 of the Banking Act. Consequently, it is possible that such 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 Prospectus.

### **Consumer protection legislation**

In Italy, consumer loans are regulated, amongst other things: (a) as per *Credito al Consumo* Loans, by articles 121 to 126 of the Italian legislative decree 1 September, 1993 n. 385 (the “**Banking Act**”), chapter II, section I of law 10 February, 1992 n. 142 and articles 40 to 43 of legislative decree 6 September 2006 n. 206; (b) as per *Credito al Consumo* loans and Personal Loans, by Italian legislative decree 6 September 2005 n. 206. Chapter II. Section I of law 10 February, 1992 n. 142 was repealed by the Banking Act, but currently remains in force pending the Bank of Italy issuing the regulations implementing the foregoing provisions of the Banking Act. Under the current legislation, *Credito al Consumo* loans are only those granted for amounts respectively lower and higher than the maximum and minimum levels set by law 10 February 1992 n. 142 (the inter-ministerial committee for credit and savings), such levels being currently fixed at 30,987.41 and 154.94, respectively.

The following risks, amongst others, could arise in relation to a *Credito al Consumo* loan contract:

- (a) pursuant to sub-section 2 of article 125 of the Banking Act, debtors under such *Credito al Consumo* loan contracts have the right (which cannot be waived by agreement between the parties) to prepay any *Credito al Consumo* Loan without penalty and with the additional right to a *pro rata* reduction in the aggregate amount of the loan, as provided by CICR. This defence could potentially be used by

the Debtors against the payment of any amount on the termination of a *Credito al Consumo*. See better under section “*Yield and repayment considerations*”;

- (b) pursuant to sub-section 3 of article 125 of the Banking Act, debtors are entitled to exercise against the assignee of any lender under a *Credito al Consumo* loan contract, any defence (including set-off) which they had against the original lender, in derogation to the provisions of article 1248 of the Italian civil code (that is even if the debtor has accepted the assignment or has been given written notice thereof). This could result in Debtors obtaining a right of set-off or other right of defence against the Issuer in respect of any of the Originator’s obligations to the Debtor. Moreover, under the terms of the Warranty and Indemnity Agreement, the Originator has undertaken that, in case it converts into a bank, it will not open any deposit accounts or current accounts with the Debtors;
- (c) pursuant to article 42 of Legislative Decree 6 September 2005 n. 206, debtors under *Credito al Consumo* loan contract have the right to seek redress against a lender following default by suppliers linked to the lenders by an exclusivity agreement. Pursuant to such article lenders’ potential liability is extended to assignors of receivables arising from *Credito al Consumo* loan agreements. In this respect it should be noted that the Italian Supreme Court seems to purport that the existence of an exclusivity agreement between the lender and the supplier is not considered as a prerequisite for the exercise by the debtor of its right to seek redress. For this purpose, under the Warranty and Indemnity Agreement, the Originator has agreed to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred as a result of the raising by any Debtor of any claim or defense against the Company in connection with, or as a consequence of, any failure or default by the relevant supplier of the goods or services which are financed under any Consumer Loan Agreement; moreover, the Originator has, under the same Warranty and Indemnity Agreement, represented and warranted that the Receivables derive from Consumer Loans in relation to which no agreement has been entered into between Agos and the relevant supplier pursuant to which Agos has the exclusive right to grant loans to the clients of the relevant supplier; and
- (d) sub-section 11 of article 21 of law No. 142 of 10 February, 1992 provides that debtors under *Credito al Consumo* loan agreements must receive 15 days’ prior written notice of any assignment of the rights of the lender under such contracts. This provision has been repealed by the Banking Act, with effect from the date on which the Bank of Italy issues the relevant implementing regulations, but no such regulations have been enacted as yet. As usual in Securitisation transactions of *Credito al Consumo* Loans, prior notice of the purchase of the Receivables under the Master Transfer Agreement was not, and will not be, given to the Debtors as the Originator will continue to service the relevant Receivables and the Debtors’ payment procedure will not be subject to change. Since no notice of the assignment of the Receivables to the Issuer is being given there is a risk that Debtors could raise a defence in any enforcement action taken by the Issuer in respect of the *Credito al Consumo* Loan that the assignment of the Receivables cannot be enforced against them, until 15 days after they receive formal notice of the assignment. It could be anyway argued that the need of a notice of assignment to be delivered to each single debtor in accordance with sub-section 11 of Article 21 of Law No. 142 of 10 February, 1992 has been superseded by the joint provisions of Article 58 of the Italian Banking Act and the Securitisation Law which expressly allow to assign receivables as a pool (*blocco*) with no need to notify each single debtor, by way of a publication of the notice of assignment on the Italian Official Gazette and its registration in the relevant Companies’ Register in order to render the assignment enforceable as against each single debtor.

The Consumer Loans are regulated, *inter alia*, by articles by articles 33 to 38 of legislative decree 6 September 2005 n. 206, which implement EC Directive 93/13/CEE on unfair terms in consumer contracts, and provide that any clause in a consumer contract which contains a material imbalance between the rights and obligations of the consumer under the contract is deemed to be unfair and is not enforceable against the consumer whether or not the consumer’s counterparty acted in good faith.

Article 33 identifies clauses which, if included in consumer contracts, are deemed to be *prima facie* unfair but which are binding on the consumer if it can be shown that such clauses were actually individually negotiated or that they can be considered fair in the circumstances of the relevant consumer contract. Such clauses include, amongst others, clauses which give the right to the contracting supplier (as defined in EC Directive 93/13/CEE) to (a) terminate the contract without reasonable cause (*giusta causa*) or (b) modify the conditions of the contract without a valid reason previously stated in such contract (*giustificato motivo*). However, with regard to financial contracts, the supplier is empowered to modify the economic terms upon occurrence of a valid reason (*giustificato motivo*), even if such a valid reason (*giustificato motivo*) has not been previously indicated in the relevant consumer contract; in this case the supplier must anyway inform the consumer immediately, and the consumer has the right to terminate the contract.

Pursuant to article 36 of legislative decree 6 September 2005 n. 206, the following clauses, amongst others, are considered unfair as a matter of law and are not enforceable: (a) any clause which has the effect of excluding or limiting the remedies of the consumer in case of total or partial failure by the contracting supplier to perform its obligations under the consumer contract; and (b) any clause which has the effect of making the consumer party accepting terms it has not had any opportunity to consider and evaluate before entering into the consumer contract.

Agos has represented and warranted in the Warranty and Indemnity Agreement that the Consumer Loans comply with all applicable laws and regulations.

### **Right of withdrawal in respect of contracts negotiated away from business premises, distance contracts and distance marketing of consumer financial services**

Articles 45 to 67-*vicies bis* of Legislative Decree 6 September 2005 No. 206 (implementing Directive No. 1985/577/EEC, Directive No. 1997/7/ EEC and Directive No. 2002/65 EEC) (the “**Legislative Decree No. 206**”), provide regulatory protection for consumers against unfair commercial practices in respect of, *inter alia*, (i) distance contracts (*contratti a distanza*) and (ii) distance marketing of consumer financial services (*commercializzazione a distanza di servizi finanziari ai consumatori*).

Article 64 of Legislative Decree 6 September 2005 n. 206 empowers a consumer under distance contracts (*contratti a distanza*) to withdraw from the contract without penalty and without giving any reason within a period of ten days. Pursuant to Article 65 of Legislative Decree No. 206, the above mentioned period of ten days starts, with reference to distance contracts (*contratti a distanza*), as follows:

- (a) in case of contracts relating to supply of goods, on the day of receipt of the acquired good by the consumer, if the information undertakings laid down in Article 52 of Legislative Decree No. 206 have been fulfilled before the conclusion of the relevant contract; or from the date on which such information undertakings have been fulfilled, if this occurs after the conclusion of the relevant contract, provided that no more than three months have elapsed from the date on which the relevant contract has been concluded;
- (b) in case of contracts relating to supply of services, on the day on which the relevant contract has been concluded, or on the day on which the information undertakings laid down in Article 52 of Legislative Decree No. 206 have been fulfilled, if this occurs after the conclusion of the relevant contract, provided that no more than three months have elapsed from the date on which the relevant contract has been concluded.

If the supplier has not fulfilled the relevant information undertakings provided for by the abovementioned provisions, the period of exercise by the debtors of the right of withdrawal is extended to ninety days beginning from (i) the day on which the underlying goods are received by the debtor with reference to contracts relating to supply of goods, or (ii) the day on which the relevant contract has been entered into with reference to contracts relating to supply of services.

Pursuant to sub-section 6 of Article 66 of Legislative Decree No. 206, if the payment of the purchase price of the good or service acquired by the relevant debtor pursuant to a distance contract has been financed by the supplier, or by a third party pursuant to an agreement concluded between such third party and the supplier, the valid enforcement by the relevant debtor of the right of withdrawal against the supplier shall terminate also the relevant financing agreement.

Article 67-*duodecies* of Legislative Decree No. 206 empowers a debtor under a distance marketing contract concerning consumer financial services (*commercializzazione a distanza di servizi finanziari ai consumatori*) to withdraw from the contract without penalty and without giving any reason within a period of fourteen days.

With reference to such contracts, the period of exercise of such right of withdrawal begins:

- (a) on the date on which the contract has been concluded, or
- (b) on the day on which a written copy of the contract is received by the relevant debtor and the relevant information undertakings have been fulfilled, if this occurs after the conclusion of the relevant contract.

Furthermore, Article-67-*duodecies*, paragraph 4, of Legislative Decree No. 206 provides that the effectiveness (*efficacia*) of the distance contracts concerning investment services (*contratti relativi ai servizi di investimento*) is suspended until the above mentioned fourteen days period of exercise of the withdrawal right has expired, while, with respect to the distance contracts (*contratti a distanza*) to which Artt. 64 ff. of Legislative Decree No. 206 refer, the relevant contracts are effective between the parties as of the date on which such contracts have been concluded.

Sub- paragraphs 4 and 5 of Article 67-*septies decies* of Legislative Decree No. 206 specify that distance marketing contract concerning consumer financial services are void, *inter alia*, if the relevant information undertakings are violated by the supplier in such a way that the description given by a supplier to the relevant debtor of the to-be-signed contract was altered in a material way compared to the main features and conditions of such contract.

Within the Securitisation, Agos might assign to the Issuer Receivables arising from Consumer Loan Agreement which have been executed in relation to services that have been purchased through distance marketing contracts concerning consumer financial services (*commercializzazione a distanza di servizi finanziari ai consumatori*). In respect of such Consumer Loan Agreements, the above mentioned provisions of Article 67-*duodecies* related to the consumer's right of withdrawal in the context of distance marketing contracts concerning consumer financial services should be applied rather than the provisions of Artt. 64 ff. of Legislative Decree No. 206 which generally regulate the right of withdrawal of the consumer pursuant to a distance contract (*contratto a distanza*). Nonetheless, the applicability of the general criteria set forth under the above mentioned Artt. 64 ff. in relation to withdrawal may not be excluded.

If Debtors under such Consumer Loan Agreements exercise the right of withdrawal granted to them by applicable provisions, as the case may be, the Issuer will recover the Principal Component only of the Receivables due pursuant to the terminated Consumer Loan Agreements, while the scheduled payments of interest will be affected. This may cause: (a) shortfalls in the predicted interest returns, so that the Issuer may be unable to pay in full interest due on the Senior Notes, and (b) prepayments of Principal Components due under the relevant Receivables.

Nevertheless, it must be highlighted that, pursuant to General Criterium (iv) under the Master Transfer Agreement, only Receivables arising from Consumer Loan Agreements under which the first and the second installments of the relevant Amortising Plan have been interely and timely paid, has or might be assigned to the Issuer (see the section headed “*The Portfolio*”); as a consequence, the relevant periods during which the right of withdrawal can be enforced in relation to the eligible Receivables are likely to be mostly elapsed.

### **Law 2 April 2007 n. 40 (the *Bersani* decree)**

The Italian Parliament has enacted Law no. 40 of 2 April 2007, as amended, *inter alia* by article 250 of law 24 December 2007 n. 244, converting into law (with certain amendments) Law Decree no. 7 of 31 January 2007 (the “*Bersani Decree*”).

The Bersani Decree aims at, *inter alia*, increasing competitiveness in a number of sectors, including the banking sector, and focuses, *inter alia*, in granting to consumers easier access to credit facilities.

In particular, under article 8 of the Bersani Decree, a debtor under a loan may unilaterally subrogate (i.e. replace) the existing lending bank (or its relevant assignees, including the Issuer) with a new lender in accordance with article 1202 of the Italian civil code even if the original loan agreement provides that the relevant debtor may not repay the loan before a pre-determined term. To avoid such replacement, the original lender and the relevant debtor may agree amendments to the conditions of the existing loan agreement.

In case of subrogation, any collateral securities that guarantee the mortgage loan will pass to the new lender without any formality.

Noteholders’ attention is drawn to the fact that the Bersani Decree could have an impact on prepayment rates of Consumer Loan Agreements.

### **Italian Usury Law**

The interest payments and other remuneration paid by the Debtors under the Consumer Loans are subject to Italian law No. 108 of 7 March, 1996 (the “**Usury Law**”), which introduced legislation preventing lenders from applying interest rates equal to or higher than rates (the “**Usury Rates**”) set every three months on the basis of a decree issued by the Italian Ministry of Economy and Finance. In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (i) they are disproportionate to the amount lent (taking into account the specific situations of the transaction and the average rate usually applied for similar transactions); and (ii) the person who paid or agreed to pay them 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.

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

The Italian Constitutional Court has rejected, with decision No. 29/2002 (deposited on 25 February, 2002), a constitutional exception raised by the Court of Benevento (2 January, 2001) concerning article 1, paragraph 1, of the Usury Law Decree (now reflected in article 1, paragraph 1 of the above mentioned conversion law No.

24 of 28 February, 2001). In so doing, it has confirmed the constitutional validity of the provisions of the Usury Law Decree which hold that interest rates may be deemed to be void due to usury only if they infringe Usury Regulations at the time they are agreed as between the debtor and the lender and not at the time such rates are actually paid by the debtor.

If a Consumer Loan is found to contravene the Usury Regulations, the relevant Debtor might be able to claim relief on any interest previously paid and oblige the Issuer to accept a reduced rate of interest, or potentially no interest on such Consumer Loan. In such cases, the ability of the Issuer to maintain scheduled payments of interest and principal on the Notes may be adversely affected.

Pursuant to the Warranty and Indemnity Agreement, the Originator has represented that the rates of interest relating to the Consumer Loans, with reference to both Initial and Subsequent Receivables have at all times been applied and will at all times be applied in accordance with the laws applicable from time to time including, but not limited to, the Usury Law. In case the Originator breaches this representation, it shall indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with such breach.

For a description of the terms of the Consumer Loan Agreements, see “*The Portfolio*”, below.

### **Compounding of interest (*anatocismo*)**

Pursuant to article 1283 of the Italian civil code, accrued interest in respect of a monetary claim or receivable may be capitalised after a period of not less than six months only (i) under an agreement subsequent to such accrual or (ii) from the date when any legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices (*usi normativi*) to the contrary. Banks and financial companies in the Republic of Italy have traditionally capitalised accrued interest on a three-monthly basis on the grounds that such practice could be characterised as a customary practice (*uso normativo*). However, a number of recent judgments from Italian courts (including the judgment from the Italian Supreme Court (*Corte di Cassazione*) No. 2374/99) have held that such practices are not *uso normativo*. Consequently, if customers of the Originator were to challenge this practice and such interpretation of the Italian civil code were to be upheld before other courts in the Republic of Italy, there could be a negative effect on the returns generated from the Consumer Loans.

Agos has consequently represented in the Warranty and Indemnity Agreement that the Consumer Loans do not violate any provision under articles 1283 of the Italian Civil Code; a breach of such representation shall trigger an obligation for Agos to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any challenge in respect of interest on interest.

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

### **Yield and repayment considerations**

The yield to maturity of the Notes of each Class will depend, *inter alia*, on the amount and timing of repayment of principal (including prepayments and sale proceeds arising on enforcement of a Consumer Loan) on the Consumer Loans. Such yield may therefore be adversely affected by a higher or lower than

anticipated rate of prepayments on the Consumer Loans.

Each Debtor is entitled under the Consumer Loans to prepay the Consumer Loans at any time, with a prepayment fee equal to one per cent. of the principal amount outstanding. Such prepayment fee does not apply to certain Consumer Loans in respect of which the Debtors are entitled to prepay the relevant Consumer Loan at any time, to modify the relevant amortising plan or to postpone the repayment of one or more installments in accordance with pre determined terms and conditions, as better described in Schedule H to the Master Transfer Agreement. Moreover, pursuant to sub-section 2 of article 125 of the Banking Act, debtors under *Credito al Consumo* loan agreements entered into pursuant to article 121 of the Banking Act have the right (which cannot be waived by agreement between the parties) to prepay any consumer loan without penalty. This defence could potentially be used by the Debtors against the payment of any amount on the termination of a Consumer Loan entered into pursuant to Articles 121 and followings of the Italian Banking Act.

The rate of prepayment of Consumer Loan Agreements cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing consumer loans market interest rates and margins offered by the banking system, the availability of alternative financing and local and regional economic conditions. Therefore, no assurance can be given as to the level of prepayments that the Consumer Loans will experience.

The stream of principal payments received by a Noteholder may not be uniform or consistent. In particular, under certain Consumer Loan Agreements, the Debtor will have the right (i) to prepay the relevant loan, (ii) to modify the relevant amortising plan, or (iii) to postpone one or more Instalments in accordance with pre determined terms and conditions, as better described in Schedule H to the Master Transfer Agreement. No assurance can be given as to the yield to maturity which will be experienced by a holder of any Notes.

### **Historical, financial and other information**

The historical, financial and other information set out in the sections headed "*The Originator – Credit Recovery*", "*Transaction Documents - Description of the Servicing Agreement*" and "*The Portfolio*", including information in respect of collection rates, represents the historical experience of Agos. There can be no assurance that the future experience and performance of Agos, as Servicer of the Portfolio, will be similar to the experience shown in this Prospectus.

### **Competition in the consumer credit business**

Agos faces significant competition from a large number of banks and consumer credit firms throughout the Republic of Italy. Many of its competitors have in the recent past adopted and implemented aggressive policies aimed at increasing their market share and reaching the critical mass which would enable them to face the challenges imposed by the market and in particular to invest heavily in more reliable and efficient credit scoring technologies. Strong competition has in general led to a progressive narrowing of the margins (consumer loan rates less funding cost). Consequently, no assurance can be given that the interest rates charged to Debtors under Consumer Loans constituting the Subsequent Portfolios from which the Issuer may purchase Subsequent Receivables will be as high as those described under "*The Portfolio*" below.

The deregulation of the banking industry in Italy and throughout the European Union has intensified competition in both deposit-taking and lending activities, contributing to a progressive narrowing of spreads between deposit and loan rates. In addition, as with all European banks, the introduction of European Economic and Monetary Union ("**EMU**") pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union, may eliminate markets in which the Originator has a comparative advantage and provide significantly more competition in other areas, such as electronic banking.

## **Administration and reliance on third parties**

The ability of the Issuer to make payments in respect of the Notes will depend upon the due performance by the parties to the Transaction Documents of their respective various obligations under the Transaction Documents to which they are each a party. In particular, without limitation, the punctual payment of amounts due on the Notes will depend on (a) the ability of the Servicer to service the Portfolio and to recover the amounts relating to Defaulted Receivables (if any), (b) the Hedging Counterparty complying with its obligation under the relevant Hedging Agreement and (c) the continued availability of hedging under the Hedging Agreements. Prospective Noteholders should note that any hedging transaction may be terminated in certain circumstances described in the relevant Hedging Agreement. 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 of such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. In each case, the performance by the Issuer of its obligations under the Transaction Documents is also dependent on the solvency of, *inter alios*, Agos, the Hedging Counterparty and the Commingling Guarantee Providers.

In the event of the termination of the appointment of the Servicer under the Servicing Agreement, it would be necessary for the Issuer to appoint a substitute servicer (acceptable to the Representative of the Noteholders). Such substitute servicer would be required to assume responsibility for the services required to be performed under the Servicing Agreement for the Consumer Loan Agreements. The ability of a substitute servicer to perform fully the required services would depend, *inter alia*, on the information, software and records available at the time of the relevant appointment. There can be no assurance that a substitute servicer will be found or that any substitute servicer will be willing to accept such appointment or that a substitute servicer will be able to assume and/or perform the duties of the Servicer pursuant to the Servicing Agreement. In such circumstances, the Issuer could attempt to sell all, or part of, the Receivables, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders. The Representative of the Noteholders has no obligation to assume the role or responsibilities of the Servicer or to appoint a substitute servicer.

## **Legal proceedings**

There is no material litigation in the period covering the 12 months preceding the date of this Prospectus that is likely to have a material adverse effect on Agos' financial position or results of operations or ability to perform its obligations under the Transaction Documents to which it is a party.

## **Claw-back of the transfer of the Receivables**

The transfers of the Receivables under the Master Transfer Agreement are subject to revocation upon bankruptcy of the Originator under article 67 of the Bankruptcy Law but only in the event that the relevant transfer is perfected within three months of the adjudication of bankruptcy of Agos or, in cases where paragraph 1 of article 67 applies, within six months of the adjudication of bankruptcy.

## **The Representative of the Noteholders and conflicts of interests between holders of different Classes of Notes**

The Conditions and the Intercreditor Agreement contain provisions requiring the Representative of the Noteholders, with respect to all of its powers, authorities, duties and discretion, to regard the interests of the Noteholders of each Class of Notes as if they formed a single Class (except where expressly provided otherwise) but such Conditions also require the Representative of the Noteholders, in the event of a conflict among the interests of the Noteholders of different Classes, to regard only the interests of the Noteholders of the Class ranking highest in the applicable Priority of Payments with respect to any Notes which are then outstanding. Remedies pursued by the Representative of the Noteholders in such circumstances may be



adverse to the interests of the Junior Noteholders.

### **Limited Nature of Credit Ratings assigned to the Notes**

Each credit rating to be assigned to the Senior Notes upon their issue reflects the Rating Agency's assessment only of the likelihood of timely payment of interest and the ultimate repayment of principal on or before the Final Maturity Date, not that such payments will be paid when expected or scheduled. These ratings are based, among other things, on the Rating Agency's determination of the value of the Portfolio, 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; or
- the marketability of the Notes, or any market price for the Notes; or
- whether an investment in the Notes is a suitable investment for a Noteholder.

Ratings are not a recommendation to buy, sell or hold any security. Ratings do not comment on the adequacy of market price, the suitability of any security for a particular investor or the Tax-exempt nature or taxability of payments made in respect of any security.

The Rating Agency may reduce or withdraw its rating if, in the sole judgment of that Rating Agency, the credit quality of the Notes has declined or is in question. If any rating assigned to the Notes is reduced or withdrawn, the market value of the Notes may be affected.

### **Terms of the Consumer Loans**

Although the majority of the Consumer Loan Agreements entered into by Agos with the Debtors are based on the standard terms and conditions of Agos, there can be no assurance that the Consumer Loan Agreements do not contain any terms or conditions that adversely affect in any manner the value of the Receivables or the enforceability of the Consumer Loans. Agos has represented (or will be deemed to represent) in the Warranty and Indemnity Agreement that the Consumer Loan Agreements were entered into in the form of the standard agreements used by Agos from time to time.

### **Potential Conflicts of Interest**

Calyon Milan (as defined in the section headed "*Glossary of Terms*") is the arranger in respect of the issue of the Notes under this Securitisation. Calyon Milan is acting as Account Bank, Calculation Agent, Principal Paying Agent, Cash Manager, and Securitisation Administrator pursuant to the relevant Transaction Documents. Calyon is acting as Hedging Counterparty and as Lead Manager pursuant to the relevant Transaction Documents. CACEIS is the Representative of the Noteholders and also acts as Listing Agent. Agos is the Originator and Servicer of the transaction. Each of CACEIS, Calyon Milan and Calyon is a member of Crédit Agricole. Conflicts of interest may potentially exist or may arise as a consequence of the various Crédit Agricole group companies having different roles in this transaction. However, the management board and senior management of each of CACEIS and Calyon act independently from each other.

### **Tax treatment of the Notes**

Payments under the Notes may in certain circumstances, described in the section headed "*Taxation in the Republic of Italy*" of this Prospectus, be subject to a Decree 239 Deduction. In such circumstance, any beneficial owner of an interest payment relating to the Notes of any Class will receive amounts of interest payable on the Notes net of a substitutive tax (*imposta sostitutiva*). At the date of this Prospectus, such *imposta sostitutiva* is levied at the rate of twelve point five per cent. (12.5%).

In the event that any Decree 239 Deduction or any other deduction or withholding for or on account of Tax is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, none of the Issuer, the Originator, the Representative of the Noteholders, the Principal Paying Agent or any other person will be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of any such deduction or withholding, or otherwise to pay any additional amounts to any of the Noteholders.

In the event that any Notes are redeemed in whole or in part prior to the expiring of the Initial Period, the Issuer will be obliged to pay Tax in Italy at a rate of twenty per cent. (20%) of all interest accrued on the principal amount repaid early up to the relevant repayment date. See section headed “*Taxation in the Republic of Italy*”.

### **EU Savings Directive**

EU Directive No. 2003/48/EEC regarding the taxation of savings income (the “Directive No. 48”) has entered into force from July 1, 2005. The Directive No. 48 concerns a reporting procedure shall allow the tracking of certain payments of interest made by a paying agent established in a UE Member State to beneficial owners who are individuals and certain other persons resident in different UE Member State. In principle, the application of the Directive No. 48 requires that qualifying paying agents are required to identify the beneficial owner of certain interest payments, collect the relevant data to be transferred to the competent tax authorities of the State of establishment of such paying agent. An exchange of information of the competent authorities between the EU Member State of residence of the paying agent and that one of the beneficial owner will allow the latter to be effectively taxed on its savings income.

The Directive No. 48 provides that Austria, Belgium or Luxembourg shall apply a withholding tax for a transitional period, as defined therein, unless during such period they would elect otherwise. The withholding tax shall be levied at the rate of 15% during the first three years of the transitional period, 20% for the subsequent three years and 35% thereafter. Directive No. 48 provides for the exemption from the withholding tax to the extent that the beneficial owner provides the paying agent with minimum data requirements. The mechanism of application of such withholding tax would, however, be governed by the implementing legislation of the relevant country to which the investors of the Notes shall refer to.

The Italian Government has implemented the Directive No. 48 with the Legislative Decree No. 84 of 18 April 2005 (the “**Decree No. 84**”). Decree No. 84 will apply to payments of interest made by paying agents established in Italy to beneficial owners who are individuals resident in a different EU Member State as well as in other jurisdictions that have adopted similar legislations (Jersey, Guernsey, Isle of Man, Dutch Antilles, British Virgin Islands, Turks and Caicos, Cayman, Montserrat, Anguilla and Aruba). According to Article 1(1) of the Decree No. 84, the definition of paying agents includes, *inter alia*, banks, SGRs, fiduciary companies, financial intermediaries, and any economic operator that may be involved, commercially or professionally, in a payment of interest.

More specifically, according to Article 5 of the Decree No. 84, paying agents acting shall provide the Italian tax authorities with the following data: identity and residence of the beneficial owner; name and address of the paying agent; account number of the beneficial owner or, otherwise, information of the debt claim giving rise to the interest payment and amount of interest paid. Such information shall be transmitted by the Italian tax authorities to the competent authorities of the State of residence of the beneficial owner of the interest payment by June 30 of the fiscal year following the fiscal year in which said interest payment is made.

Companies, similar entities subject to taxation on business profits, UCITs passported under the Directive No. 85/611/EEC and non passported UCITs that have elected to be treated like passported, are excluded from the application of Decree No. 84.

Either payments of interest on the Notes or the realization of accrued interest through a sale of the Notes would constitute “payments of interest” under Article 6 of the Directive No. 48 and, as far as Italy is concerned, Article 2 of the Decree 84.

### **EU Prospectus Directive, Transparency Directive and Market Abuse Directive**

As part of the harmonisation of securities markets in Europe, the European Commission has adopted EU Directive No. 2003/71/EC (which has been implemented by the Italian Government through Legislative decree 27 March 2007 n. 51) then modified by self-executive EU Directive n. 2008/11 (the “**Prospectus Directive**”); such directives regulate offers of securities to the public and admissions to trading to E.U. regulated markets. Moreover, the European Commission has adopted Directive 2004/109/EC (the “**Transparency Directive**”), (which has been implemented by the Italian Government through Legislative decree 6 November 2007 n. 196) that, among other things, imposes continuing financial reporting obligations on issuers that have certain types of securities admitted to trading on an E.U. regulated market. In addition, Directive 2003/6/EC (the “**Market Abuse Directive**”) (which has been implemented by the Italian Government through Legislative decree 18 April 2005 n. 62) harmonises the rules on insider trading and market manipulation in respect of securities admitted to trading on an E.U. regulated market and requires issuers of such securities to disclose any non-public, price-sensitive information as soon as possible, subject to certain limited exemptions. The listing of Notes on the Official List of the Luxembourg Stock Exchange and the admission of the Notes to trading on the regulated market of the Luxembourg Stock Exchange would subject the Issuer to regulation under these directives, although the requirements applicable to the Issuer are not yet fully clarified.

### **Change of law**

The structure of the transaction and, inter alia, the issue of the Notes and the rating assigned to the Senior Notes are based on Italian and English law, Tax and administrative practice in effect at the date hereof, having due regard to the expected Tax treatment of all relevant entities under such law and practice. No assurance can be given as to any possible change to Italian or English law, Tax or administrative practice after the Issue Date.

### **Projections, Forecasts and Estimates**

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

### **RISK FACTORS RELATING TO THE ISSUER**

#### **Liquidity and Credit Risk**

The Issuer will be subject to the risk that any payments due by the Debtors under the Consumer Loans are paid after the scheduled payment dates.

The Issuer will be subject to the further risk of failure by the Servicer to collect or recover sufficient funds in respect of the Portfolio in order to discharge all amounts payable under the Notes when they fall due, as well as to the risk of default in payment by the Debtors and failure to realise or recover sufficient funds in respect of the Defaulted Receivables in order to discharge all amounts due by the Debtors under the relevant Consumer Loans. This risk is mitigated: with respect to the Class A Notes, by the credit support provided by the Class J Notes and, if any, by the Product Cash Reserve.

However, in each case, there can be no assurance that the levels of collections and recoveries received from the Portfolio together with such credit and liquidity support will be adequate to ensure timely and full receipt of amounts due under the Notes.

On each Payment Date, if some of the Receivables become Defaulted Receivables, the Interest Available Funds (after deduction of the amounts due for Taxes, Expenses, remuneration of the Other Issuer Creditors and for interest of the Senior Notes (see Condition 5.1.2 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*))) will be credited on the Defaulted Account up to the Principal Amount Outstanding of such Defaulted Receivables.

### **Commingling Risk**

See Section headed “*Commingling Risk*” under “*Risk Factors – 1) Risk Factors relating to the Securities*”, above.

### **Interest Rate Risk**

See Section headed “*Interest Rate Risk*” under “*Risk Factors – 1) Risk Factors relating to the Securities*”, above.

### **Tax treatment of the Issuer**

Taxable income of the Issuer is determined, without any special rights, in accordance with the Italian Presidential Decree No. 917 of 22 December, 1986 as subsequently amended. Pursuant to the regulations issued by the Bank of Italy on 29 March, 2000 (*Schemi di bilancio delle società per la cartolarizzazione dei crediti*) and on 14 February, 2006 (*Istruzioni per la redazione dei bilanci degli Intermediari finanziari iscritti nell'Elenco speciale, degli Istituti di moneta elettronica (IMEL), delle Società di gestione del risparmio (SGR) e delle Società di intermediazione mobiliare (SIM)*), the assets, liabilities (including those deriving from the Notes), costs and revenues of the Issuer in relation to the Securitisation will be treated as off-balance sheet assets, liabilities, costs and revenues. Based on the general rules applicable to the calculation of the taxable income of a company, such taxable income should be calculated on the basis of accounting earnings (i.e. on-balance sheet earnings), subject to such adjustments as are specifically provided for by applicable income tax rules and regulations.

In this respect, the Revenue Agency, through Circular No. 8/E of 6 February 2003, has taken the position that only amounts, if any, available to a securitisation vehicle after fully discharging its obligations towards its noteholders and other creditors in respect of costs, fees and expenses in relation to the relevant securitisation transaction should be imputed for tax purposes to the same securitization vehicle. Consequently, according to the quoted position of the Agency, the Issuer should not have any taxable income if no amounts are available to it after fully discharging all its obligations deriving from and connected to the securitisation transaction contemplated herein.

It is possible, however, that the Ministry of Finance or another competent authority may issue regulations, letters or rulings relating to the Securitization Law which might alter or affect the tax position of the Issuer as described above.

**The interest accrued on any account opened by the Issuer in the Republic of Italy, with the Italian Account Bank or another bank resident in Italy for tax purposes or a branch located in the Republic of Italy of a non-Italian resident bank), will be subject to withholding tax on account of Italian corporate income tax which, as at the date of this Prospectus, is levied at the rate of 27 per cent.**

### **Further Securitisations**

The Issuer, pursuant to a master trust Consumer Loans Backed Floating Note Programme (the “**Programme**”), has already issued two series of notes called, respectively, 1-2006 Series and 2-2007 Series and will be allowed to issue further series of notes pursuant to such Programme; the Issuer has obtained

obtained confirmation from the Rating Agencies that the current ratings of the senior notes issued in relation to the Programme (and as better individuated therein) will not be adversely affected by the Securitisation. Moreover, the Issuer may, by way of a other separate transactions, purchase and securitise further portfolios of monetary claims in addition to the Receivables (each, a “**Further Securitisation**”). Before entering into any Further Securitisation, the Issuer is required to obtain the consent of the Representative of the Noteholders, unless: (a) the receivables under such Further Securitisation transaction outside the Securitisation are originated by Agos; and (b) the Issuer has obtained from the Rating Agency prior written confirmation that any such Further Securitisation would not negatively affect the then current rating of any of the Senior Notes issued and outstanding under the Securitisation.

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction carried out by a company are stated to be segregated from all other assets of the company and from those related to other securitisation transactions, and, therefore, on a winding-up of such a company, such assets will only be available to 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. Accordingly, the right, title and interest of the Issuer in and to the Receivables should be segregated from all other assets of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to the Programme or any Further Securitisation) and amounts deriving therefrom should be available on a winding-up of the Issuer only to satisfy the obligations of the Issuer to the Noteholders and the payment of any amounts due and payable to the Other Issuer Creditors.

Although the Securitisation Law provides for the assets relating to a securitisation transaction carried out by the Issuer to be segregated and separated from those of the Issuer or of other securitisation transactions carried out by the Issuer, such as the Programme or any Further Securitisation, this segregation principle will not extend to the Tax treatment of the Issuer and should not affect the applicable methods of calculation of the net taxable income of the Issuer.

**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 document are intended to lessen some of these risks for the Noteholders, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of such classes of interest or principal on such Notes on a timely basis or at all.**

## CREDIT STRUCTURE

### 1. Ratings of the Senior Notes

Upon issue it is expected that:

- (i) the Series A Notes will be rated AAA by S&P; and
- (ii) the Series J Notes will be unrated.

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 Rating Agency.

#### 1.1 Cash flow through the Accounts

Pursuant to the terms of the Cash Allocation, Management and Agency Agreement, the Issuer has opened the Issuer Accounts (see section “*the Issuer Accounts*” below).

Eligible Investments, if any, will be deposited in the Securities Account. “**Eligible Investments**” means any bank account, repurchase agreement (*pronti contro termine*), deposit or other Euro denominated, unsubordinated debt instrument that (i) guarantees the restitution of the invested capital, (ii) is issued, or fully or unconditionally guaranteed, on unsubordinated basis by an institution rated at least: (A) A-1+ by S&P, or (B) A-1 by S&P provided that such investments have a maturity date falling on the earlier between the following Payment Date and the date falling 60 days after the date on which the relevant investment is made.

Monies collected or recovered in respect of the Receivables (the “**Collections**”) are paid to Agos in its capacity as Servicer of the Portfolio. Pursuant to the terms of the Servicing Agreement the Servicer shall collect from the Debtor the amounts owed by the Debtor in respect of the relevant Receivable; the Servicer shall instruct the banks with which the relevant Collections from the debtors are deposited to transfer, on a daily basis, the relevant Collections to the Collection Account opened in the name of the Issuer.

#### 1.2 The Hedging Agreement

The Issuer will enter into Hedging Agreements with the Hedging Counterparty shortly before the Issue Date in order to hedge the interest rate exposure of the Issuer in relation to its floating rate interest obligations under the Notes. The Hedging Agreements will be evidenced by one or more confirmations which supplement and form part of the ISDA Master Agreement.

The portfolio cash flows are determined, *inter alia*, by interest amounts depending on fixed interest rates whereas the Senior Notes will bear interest at a floating rate based on three-month EURIBOR, exposing the Issuer to potential interest rate risk in respect of payment obligations under the Senior Notes. In order to mitigate against such exposure the Issuer and the Hedging Counterparty will enter into the Hedging Agreement.

Unless otherwise terminated early as set out in the sub-paragraph, *Termination of the Hedging Agreement* below, the Hedging Agreement shall terminate on the earlier of (i) the Cancellation Date and (ii) the first Payment Date upon which the Notional Amount is zero, as better evidenced in the Confirmation therewith.

A failure by the Issuer to make timely payment of amounts due from it under the Hedging Agreement will constitute a default in respect of the relevant payment due under the Hedging Agreement thereunder and entitle the Hedging Counterparty to terminate the Hedging Agreement.

### *Ratings downgrades*

The Issuer may terminate the relevant Hedging Agreement, *inter alia*, if, after the occurrence of a credit downgrade to the Hedging Counterparty (an S&P Rating Event, as defined in the Hedging Agreement), the Hedging Counterparty fails to take any of the actions required to be put in place by the Rating Agency to remedy such Rating Event, as provided in the Hedging Agreement.

### *Termination of the Hedging Agreement*

The Hedging Agreement may be terminated due to the occurrence of an Event of Default or a Termination Event or an Additional Termination Event (as defined in the Hedging Agreement); these include, *inter alia*, (a) failure to pay; (b) illegality; (c) the delivery of a Trigger Notice by the Representative of the Noteholders pursuant to Condition 11 of the Notes; and (d) the occurrence of a S&P Rating Event that is not cured.

Any and all amounts due and payable to the Hedging Counterparty under the Hedging Agreement, other than any termination payment due to the Hedging Counterparty when the Hedging Counterparty is the Defaulting Party or the Sole Affected Party (each such term as defined in the Hedging Agreement), will rank senior to amounts due on the Series A Notes in the relevant Priority of Payments.

## THE PORTFOLIO

The Portfolio shall comprise debt obligations governed by Italian law arising out of Consumer Loan Agreements and granted by Agos to individuals, the repayment of whose installments has been delayed no more than three times and which are classified as performing by Agos.

All Receivables from time to time comprised in the Portfolio and all amounts derived therefrom will be available to satisfy the obligations of the Issuer under the Notes outstanding under the Securitisation pursuant to the Conditions.

The Interest Rate applicable to the Receivables, the relevant timing of repayment and the relevant maturity dates demonstrate the capacity of the Receivables to produce funds to service any payments due and payable on the Senior Notes.

### **Pools and Eligibility Criteria**

The Receivables are divided into the Pools and have been selected on the basis of the Eligibility Criteria set out in the Master Transfer Agreement. See the section headed “*Transaction Documents – Description of the Master Transfer Agreement*”.

**A1)** The Initial Receivables met, as at the First Valuation Date, and the Subsequent Receivables will meet, as at the Valuation Date immediately preceding the relevant Purchase Date, the following General Criteria:

- (i) the Receivables are denominated in Euro;
- (ii) the relevant Consumer Loan Agreements are governed by Italian law;
- (iii) the relevant Consumer Loan Agreements provide for a prearranged Amortising Plan;
- (iv) the Debtors have timely and entirely paid the first and the second Instalment of the relevant Amortising Plan;
- (v) the payments made by the Debtors under each Consumer Loan Agreement are effected either by post transfer or by directly debiting the Debtor’s bank accounts by RID;
- (vi) if the relevant Consumer Loan Agreement refers to registered assets, each registered asset has been delivered by the relevant supplier;
- (vii) the relevant Consumer Loan Agreements have not been entered into by persons who were employees, agents or representatives of Agos at the date of execution of the relevant Consumer Loan Agreement;
- (viii) the relevant Consumer Loan Agreements have not been entered into by corporate entities (*persone giuridiche*) or individuals who were not Italian residents at the date of execution of the relevant Consumer Loan Agreement;
- (ix) with reference to the Calculation Date immediately preceding the relevant Purchase Date, no Consumer Loan has more than 3 Late Instalments;
- (x) the Receivables are included in the Pool of the New Vehicles Loans, the Pool of the Used Vehicles Loans and the Pool of the Personal Loans, the Pool of the Special Purpose Loans and the Pool of the Furniture Loans;
- (xi) the Receivables are paid monthly or in 11 installment per annum in accordance with the relevant Amortising Plan;



- (xii) the Receivables have a fixed interest rate;
- (xiii) the relevant Consumer Loan Agreements do not require the consent of the relevant Debtors to the transfer of the Receivables;
- (xiv) the Receivables derive from Consumer Loan Agreements directly entered into by Agos;
- (xv) the duration of the Consumer Loan Agreements (excluding the pre-amortising period, if any) is equal to a maximum of 180 months with reference to the Receivables deriving from Consumer Loan Agreements dedicated to the purchase of new cars, used cars, new motorcycles, used motorcycles, new watercrafts, used watercrafts, new caravans, used caravans and furniture and with reference to the Receivables included in the Pool of Personal Loans and in the Pool of the Special Purpose Loans;
- (xvi) no Debtor has been in arrears in respect of its payment obligations *vis a vis* Agos for a period longer or equal to 9 months;
- (xvii) with reference to each Consumer Loan Agreement, the relevant Debtor is not in default with regard to the payments of the fees (different from the fees for the opening of the file) for an amount higher than 50 Euro;
- (xviii) with reference to each Receivable, including the Receivables arising from Consumer Loan Agreements that allow Debtors to change the Amortising Plan originally agreed also by postponing the payment of the relevant Instalments, the last Instalment falls before August 2027;
- (xix) the Consumer Loans granted under the Consumer Loan Agreements included in the Pool of New Vehicles Loans and in the Pool of Used Vehicles Loans are neither Balloon Loans nor loans providing for a final maxi Instalment which amount is materially higher than the others Instalments of the relevant Amortising Plan;
- (xx) the relevant Consumer Loan Agreements do not entitle the Debtors to modify more than two times each year the Instalments during the period in which the relevant Consumer Loan is outstanding.

**A2)** The Initial Receivables met also the following Specific Criteria as at the First Valuation Date:

- (i) with reference to the Consumer Loan Agreements, no Debtor has subscribed, after the date on which the relevant Consumer Loan Agreement was signed, a collective insurance policy entered into by Agos;
- (ii) with reference to the Consumer Loan Agreements, no Debtor has subscribed, on or after the date on which the relevant Consumer Loan Agreement was signed, an insurance policy whose premiums were not financed but debited *pro rata* on the Instalments of the relevant Consumer Loan;
- (iii) the relevant Consumer Loan Agreements do not entitle the Debtors to postpone payment of the Instalments more than five times during the period in which the relevant Consumer Loan is outstanding;
- (iv) the relevant Consumer Loan Agreements have not been entered into with Debtors that, on the Valuation Date immediately preceding the relevant Purchase Notice Date, and with reference to what has been notified to Agos within such Purchase Notice Date, were resident in towns (*comuni*) located within the territory of the department (*provincia*) of l'Aquila or in Arsita,

Castelli, Montorio al Vomano, Pitracamela e Tossicia, located within the territory of the department (*provincia*) of Teramo, or in Brittoli, Bussi sul Tirino, Civitella Casanova, Cugnoli, Montebello di Bertona, Popoli e Torre de' Passeri, located within the territory of the department (*provincia*) of Pescara;

- (v) the relevant Consumer Loan Agreements included in the Pool of New Vehicles Loans do not allow the Debtors to repay the relevant “maxirata loan” by mean of the payment of a last Installment in an amount materially higher than the others Installments of the relevant Amortising Plan.

**A3)** The Initial Receivables which are compliant with paragraphs A1) and A2) above are excluded if meet the following criteria:

1. the Receivables are denominated in Euro;
2. the relevant Consumer Loan Agreements are governed by Italian law;
3. the relevant Consumer Loan Agreements provide for a prearranged Amortising Plan;
4. the Debtors have timely and entirely paid the first and the second Instalment of the relevant Amortising Plan;
5. the payments made by the Debtors under each Consumer Loan Agreement are effected either by post transfer; or by directly debiting the Debtor’s bank accounts by RID;
6. with reference to the Consumer Loan Agreements under which the Debtors may have the right to modify the prearranged Amortising Plan, the relevant Debtors shall pay by directly debiting the Debtor’s bank accounts by RID;
7. the relevant Consumer Loan Agreements provide for an annual effective global rate (T.A.E.G.) higher than:
  - a. 5% with reference to the Receivables included in the Pool of the Personal Loans, excluding the Calyon Initial Receivables;
  - b. 3% with reference to the Receivables included in the Pool of the New Vehicles Loans and in the Pool of the Used Vehicles Loans, excluding the Calyon Initial Receivables;
8. if the relevant Consumer Loan Agreement refers to registered assets, each registered asset has been delivered by the relevant supplier;
9. the relevant Consumer Loan Agreements have not been entered into by persons who were employees, agents or representatives of Agos or of any of its affiliated company at the date of execution of the relevant Consumer Loan Agreement;
10. the relevant Consumer Loan Agreements have not been entered into by corporate entities (*persone giuridiche*) or individuals who were not Italian residents at the date of execution of the relevant Consumer Loan Agreement;
11. with reference to the Pool of the Personals Loans, the relevant Consumer Loan Agreements have not been executed by way of a *porta a porta* offering pursuant to the provisions of the Italian Legislative Decree number 206 of 6 September 2005 (“*Italian Consumer Code*”);
12. with reference to the Calculation Date immediately preceding the relevant Purchase Date, the Receivables are not Receivables in Arrears;
13. the Receivables are included in the Pool of the New Vehicles Loans, the Pool of the Used Vehicles Loans and the Pool of the Personal Loans;
14. the Receivables are paid monthly;
15. the Receivables have a fixed interest rate;

16. the relevant Consumer Loan Agreements do not require the consent of the relevant Debtors to the transfer of the Receivables;
17. the Receivables derive from Consumer Loan Agreements directly entered into by Agos;
18. the duration of the Consumer Loan Agreements (excluding the pre-amortising period –if any-) is equal to a maximum of 120 months with reference to the Receivables deriving from Consumer Loan Agreements dedicated to the purchase of new cars, used cars, new motorcycles, used motorcycles, new watercrafts, used watercrafts, new caravans, used caravans and with reference to the Receivables included in the Pool of Personal Loans;
19. the maximum amount of the loan granted pursuant to the relevant Consumer Loan Agreements was equal to 31,000.00 Euro;
20. with regard to the Consumer Loan Agreements which provide, as from the date of subscription thereof, an increase or reduction of the applicable interest rate in relation to one or more reference periods in which the applicable amortising plan is split up:
  - a. such Consumer Loan Agreements provide, as from the date of subscription thereof, that the interest rate applicable as of the date of subscription is less than the interest rate applicable at the termination date of such Consumer Loan Agreements; and
  - b. such Consumer Loan Agreements provide, as from the date of subscription thereof, that the interest rate applicable as of the date of subscription is higher than the interest rate applicable during the life of such Consumer Loan Agreement, provided that such Consumer Loan Agreement provide that the lower interest rate applicable during the life of such Consumer Loan Agreement is not lower than the interest rate indicated in letter (c) below; and
  - c. the T.A.E.G. deriving from the application of the interest rate applicable as at the date of subscription and, with regard to the Consumer Loan Agreements indicated in letter (b) above, the T.A.E.G. deriving from the application of the lowest interest rate applicable during the life of the relevant Consumer Loan Agreement is higher than:
    - (i) 5% with regard to the Receivables included in the Pool of Personal Loans;
    - (ii) 3% with regard to the Receivables included in the Pool of the New Vehicles Loans and the Pool of the Used Vehicles Loans;
21. no Debtor has been in arrears in respect of its payment obligations *vis a vis* Agos for a period longer or equal to 9 months;
22. with reference to each Consumer Loan Agreement, the relevant Debtor is not in default with regard to the payments of the fees (different from the fees for the opening of the file) for an amount higher than 25 Euro;
23. with reference to each Receivable, the last Instalment falls before (and including) 31 May 2026, except those (which shall be included in the First Portfolio and not excluded) which, notwithstanding meet the criteria from (1) to (23) above, at the First Valuation Date provide for an annual effective global rate (T.A.E.G.) lower than 7.22733% with reference to the Receivables included in the Pool of the Personal Loans.

### **Concentration Limits**

Within the Purchase Period in relation to any transfer of Receivables and with reference to the Receivables that are not Defaulted Receivables, some concentration limits shall be respected, as calculated on each Confirmation Date preceding each Purchase Date, amongst which, *inter alia*, that the Excess Spread Rate shall be at least 3.5% (also considering the Subsequent Receivables to be transferred in compliance with Agos' Purchase Notice as at the Purchase Notice Date immediately preceding such Confirmation Date).

## Initial Portfolio

The following tables set forth certain information as of 31/07/2009 of the Initial Portfolio that has been derived from information provided by the Originator in connection with the Master Transfer Agreement, and reflect the outstanding principal of the relevant Agos Receivables as at 1/08/2009. Accordingly there is no assurance that the information in relation to the provisional pool set out below reflects the composition of the Initial Portfolio at the Issue Date.

The Initial Portfolio is made up with 729,523 Receivables for a total amount in principal of € 2,491,746,384,89 (without considering the Accrual of Interests).

### Summary

<b>Number of Contracts</b>	729,523
<b>Outstanding Principal</b>	2,491,746,384.89
<b>Average Initial Outstanding Principal</b>	4,677.09
<b>Outstanding Principal range</b>	7.42 – 106,689.14
<b>Average Outstanding Principal</b>	3.415,58
<b>WA TAEG (%)</b>	7.90
<b>WA Original Maturity (mths)</b>	93.77
<b>WA Seasoning (mths)</b>	15.22
<b>WA Remaining Maturity (mths)</b>	77.08

**Table 1: Breakdown by Original Principal**

<b>Range (euro)*</b>	<b>Initial Outstanding Principal</b>	<b># contracts</b>
<b>0 - 2000</b>	447,095,231.50	498,734
<b>2000 - 6000</b>	353,932,965.85	108,235
<b>6000 - 10000</b>	215,020,460.07	28,591
<b>10000 - 14000</b>	249,016,834.59	22,031
<b>14000 - 20000</b>	226,144,303.20	13,866
<b>20000 - 30000</b>	329,604,273.85	14,060
<b>30000 - 32000</b>	383,193,435.88	12,229
<b>32000 - 38000</b>	722,449,355.62	21,710
<b>38000 - 44000</b>	145,313,542.91	3,566
<b>44000 - 50000</b>	103,372,277.90	2,241
<b>50000 - 56000</b>	181,605,463.30	3,381
<b>&gt; 56000</b>	55,297,671.63	879

\* Lower inclusive, higher exclusive

**Table 2: Breakdown by current Outstanding Principal**

<b>Range (euro)*</b>	<b>Outstanding Principal</b>	<b># contracts</b>
<b>0 - 2000</b>	307,007,960.18	576,054
<b>2000 - 6000</b>	205,949,126.32	59,331
<b>6000 - 10000</b>	167,349,359.69	21,155
<b>10000 - 14000</b>	160,601,667.53	13,637

<b>14000 - 18000</b>	153,531,343.25	9,676
<b>18000 - 22000</b>	173,771,770.52	8,737
<b>22000 - 26000</b>	180,017,734.46	7,431
<b>26000 - 30000</b>	365,312,462.90	13,008
<b>30000 - 34000</b>	331,183,424.09	10,558
<b>34000 - 42000</b>	157,525,825.06	4,190
<b>42000 - 50000</b>	134,703,811.44	2,949
<b>&gt; 50000</b>	154,791,899.5	2,797

\* Lower inclusive, higher exclusive

**Table 3: Breakdown by Original Term**

<b>Range (months)*</b>	<b>Outstanding Principal</b>	<b># contracts</b>
<b>0 - 12</b>	83,136,493.51	201,280
<b>12 - 24</b>	202,609,657.52	274,841
<b>24 - 36</b>	152,516,522.92	92,796
<b>36 - 48</b>	142,551,617.58	56,637
<b>48 - 60</b>	195,340,615.12	28,279
<b>60 - 72</b>	126,695,477.03	12,017
<b>72 - 84</b>	258,291,012.07	16,561
<b>84 - 96</b>	78,795,677.88	4,529
<b>96 - 120</b>	741,471,054.02	27,780
<b>120 - 141</b>	218,010,576.15	8,166
<b>&gt; 141</b>	292,327,681.09	6,637

\* Lower exclusive, higher inclusive

**Table 4: Breakdown by Remaining Term**

<b>Range (months)*</b>	<b>Outstanding Principal</b>	<b># contracts</b>
<b>0 - 3</b>	77,754,822.10	252,914
<b>3 - 15</b>	245,773,361.17	275,706
<b>15 - 27</b>	184,952,779.69	81,883
<b>27 - 39</b>	170,431,755.94	33,791
<b>39 - 51</b>	189,061,268.29	18,600
<b>51 - 63</b>	170,961,039.37	12,294
<b>63 - 75</b>	166,880,332.79	9,745
<b>75 - 87</b>	177,492,915.86	8,387
<b>87 - 99</b>	212,729,942.34	7,884
<b>99 - 111</b>	423,934,952.56	15,159
<b>111 - 123</b>	180,375,479.01	6,533
<b>&gt; 123</b>	291,397,735.77	6,627

\* Lower exclusive, higher inclusive

**Table 5: Breakdown by Seasoning**

<b>Range (months)*</b>	<b>Outstanding Principal</b>	<b># contracts</b>
------------------------	------------------------------	--------------------

<b>0 - 3</b>	481,627,740.93	142,085
<b>3 - 6</b>	327,310,937.94	287,595
<b>6 - 9</b>	308,753,966.92	131,168
<b>9 - 12</b>	276,945,074.95	78,182
<b>12 - 15</b>	246,445,077.96	38,208
<b>15 - 18</b>	144,085,969.85	24,850
<b>18 - 24</b>	245,704,386.23	10,754
<b>24 - 30</b>	182,732,681.10	7,251
<b>30 - 42</b>	186,580,857.18	7,350
<b>42 - 54</b>	64,822,038.34	1,622
<b>54 - 66</b>	19,553,452.91	413
<b>&gt;66</b>	7,184,200.58	45
	2,491,746,384.89	729,523

\* Lower exclusive, higher inclusive

**Table 6: Breakdown by T.A.E.G. (internal rate of return)**

<b>Range (%)*</b>	<b>Outstanding Principal</b>	<b># contracts</b>
<b>0 - 2</b>	161,351,220.44	155,132
<b>2 - 4</b>	50,111,661.81	63,675
<b>4 - 6</b>	168,668,397.04	131,574
<b>6 - 7</b>	409,478,897.9	66,871
<b>7 - 8</b>	267,911,019.69	52,209
<b>8 - 9</b>	639,720,372.29	50,818
<b>9 - 10</b>	370,564,213.86	64,889
<b>10 - 12</b>	290,129,147.94	55,872
<b>12 - 14</b>	70,345,685.67	22,529
<b>&gt; 14</b>	63,465,768.36	65,954

\* Lower inclusive, higher exclusive

**Table 7: Breakdown by Product Type**

<b>Pool</b>	<b>Outstanding Principal</b>	<b># contracts</b>
<b>New Vehicles</b>	212,310,136.63	22,810
<b>Used Vehicles</b>	66,771,026.89	5,269
<b>Other Finalized</b>	243,047,715.63	480,043
<b>Personal Loans</b>	1,702,139,666.70	84,146
<b>Furniture</b>	267,477,839.04	137,255

## THE ORIGINATOR

### General

Agos S.p.A. (hereinafter “**Agos**”) is a joint-stock company incorporated under the laws of Italy, with registered office at via Bernina 7 20158 Milano, Italy and registered with the companies' register in Milan under registration number 08570720154, in the general register held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act under the number 5373 and in the special register held by the Bank of Italy pursuant to Article 107 of the Consolidated Banking Act under number r19309.4.

In 1986 the group Montedison undertook to develop the consumer loans and credit card activity and decided to found Agos Service Spa.

In 1989 they sold 49% of the company to Banque Sofinco, Banque Sofinco (AA-/Negative/A1+ by S&P; AA-/Stable/F1+ by Fitch) is the main consumer finance arm of the Crédit Agricole group (AA-/Negative/A1+ by S&P, Aa1/Negative/P1 by Moodys ; AA-/Stable/F1+ by Fitch). Then Banque Sofinco has increased its quota up to 100%.

In April 1997 Agos Service Spa merged with Itafinco S.p.A., a company active in the consumer loan market since 1992, owned by Intesa ( 75%) and Crédit Agricole (25%). In 2005 Agos Itafinco Spa changed his name in Agos Spa. .

Intesa Sanpaolo Spa's stake in Agos - Italy's biggest bank - was raised from 30% to 49% in 2003 with a largest minority shareholder, and Banque Sofinco - one of the major specialized consumer finance banks in Europe - remained with the majority of 51% of shares.

In march 2008 was announced the intention of Credit Agricole S.A. and Banco Popolare, one of the main Italian Banking Group(A-/Negative/A2 by S&P; A2/Negative/RW by Moody's; A-/Negative/F2 by Fitch) to examine the possibility of a joint venture between their specialised Italian consumer credit subsidiaries Agos and Ducato. This joint venture would have created the main consumer credit operator in Italy.

In may 2008 Crédit Agricole through its fully owned subsidiary Banque Sofinco purchased 49% of the shares from Intesa Sanpaolo and Crédit Agricole S. A. group, through Sofinco, owned 100% of the shares of Agos.

On 22nd of December 2008 it was concluded the above mentioned joint venture between Credit Agricole and Banco Popolare and consequently Ducato (A/Stable/F1 by Fitch) has been purchased by Agos (A+/Negative/A-1 by S&P;A+/Stable/F1 by Fitch) at 100% and the new Agos's share capital became 61%-owned by Banque Sofinco, (AA-/Negative/A-1+ by S&P and AA/Stable/F1+ by Fitch) and 39% -owned by Banco Popolare.

Agos is a key asset for Crédit Agricole in its strategy of establishing links with foreign partners, both through direct stakes and joint ventures in specialized financial services.

As at 31/12/2008 Agos - on a stand alone basis - has 1458 employees,.

As a finance company, Agos is subject to monitoring by Italy's bank regulator. Agos' business activities are also overseen on a consolidated basis within Sofinco by the French banking authorities.

Agos has boosted earnings and improved efficiency while maintaining a good risk profile. The company has significantly improved its earnings generation over the past few years. It has gradually developed higher margin direct lending and has increased efficiency through economies of scale. Agos keeps good levels of profitability, due to its strong position in the Italian consumer finance market, even if increasing competition continues.

The integration of Agos and Ducato enjoys a favourable business position. With an 14.92% market share at end-of 2008, the company is the first in consumer finance in Italy, without considering Ducato Agos will be

second with a 8.42% market share.

Sound asset quality and effective credit risk management underpin the company's financial profile.

Agos' sophisticated management systems and know-how in data mining have helped it grow rapidly in the past few years.

### Lending Activities

The main products distributed by Agos – on a stand alone basis - can be divided into the following categories:

- a. Vehicles loans, representing 25.10 % of new loan production in 2008;
- b. Loans for consumer goods (such as furniture, computers and entertainment systems, and travel), totaling 16.66%;
- c. Revolving credit cards 17.50%
- d. Personal loans 40.06%, marketed to clients, which—together with part of the revolving business—represents Agos' most profitable segment.

In addition to its own business, Agos developed also i) a leasing activity ii) a servicing activity as consumer loans full service provider, regarding this last point partnerships were established with large hypermarket chains and with banks .

The outstanding figures per product are outlined below

Product	Total outstanding Agos 's portfolio Euro (As at Dec 2008)	Percentage
Credit cards	1.253.242.025	13,44%
Other Specific Purpose Loans	854.907.328	9,17%
New Car	2.294.064.030	24,60%
Used Car	690.822.131	7,41%
New Moto	207.306.084	2,22%
Personal Loans	3.930.828.673	42,15%
Used Moto	46.496.553	0,50%
Leasing	47.664.095	0,51%
<b>Total</b>	<b>9.325.330.917</b>	<b>100,00%</b>

### Distribution Channel



Agos distributes its products by 3 main channels:

- a. The indirect “Long” Channel in contact with the main stores and dealer floor plans for the distribution;
- b. The direct “Short” Channel contacting directly the target of potential clients for personal loans and revolving products through local branches;
- c. Italian banks distributing consumer credit products;

### Summary of the Consolidated Financial Results of Agos

The main financial figures of Agos are outlined below:

The following table shows the IAS IFRS consolidated Financial Statements and the comparison between the year 2008 with the 2007 .

After having purchased Ducato in 22<sup>nd</sup> December 2008 Agos consolidated only the Balance Sheet of its controlled Company and not the Profit and Loss.

**Table 1 - ASSETS/LIABILITIES  
(Euro/000)**

	*With Ducato Figures	Without Ducato Figures	
<b>ASSETS</b>	<b>Dec 08</b>	<b>Dec 08</b>	<b>Dec 07</b>
Cash	828,	826	1.180
Available for sale assets	4.204	906	1.170
Loans and receivables	16.279.210	9.952.045	8.668.060
Interest rate derivatives - Macro hedging - Fair value	41.937	41.937	95.500
Fair value adjustment of macro-hedged portfolio	167.621	167.040	-56.040
Participations	6.434	1.145.844	3.650
Technical provisions - Reinsures amounts	56.892	56.892	48.170
Tangibles assets	31.066	16.211	20.980
Intangibles assets	928.608	33.613	39.120
Other assets	405.587	208.125	156.640
<b>Total Assets</b>	<b>17.922.387</b>	<b>11.623.439</b>	<b>8.978.470</b>
<b>LIABILITIES</b>	<b>Dec 08</b>	<b>Dec 08</b>	<b>Dec 07</b>
Debts	13.344.884	8.153.497	6.790.150
Securities	2.271.768	1.497.532	1.496.680
Trading liabilities	81	0	-
Interest rate derivatives - Macro hedging - Fair value	314.294	203.741	31.490
Other liabilities	399.775	184.703	184.590
Funds	15.055	7.534	7.910
Technical provisions	77.779	77.779	53.570
Equity	1.498.751	1.498.652	414.050
<b>Total Liabilities</b>	<b>17.922.387</b>	<b>11.623.439</b>	<b>8.978.470</b>

### The Strategy

Agos' efficient strategy has resulted in regular gains in market share and this strategy is expected to be reinforced through the acquisition of Ducato. The company's expertise has allowed it to grow its business very rapidly, while maintaining sound asset quality.

Despite the Italian consumer finance market has grown very rapidly over the past years, up to a 23% compound annual rate, and considering that the Italian consumer finance market is still less developed than that of other European countries., during 2008 the market had a slow down due to effect of the global crisis on the financial markets with the expected consequences also on the consumer market in general, this year the consumer finance market has grown of 1.33% whilst Agos new business , on a stand alone basis has grown of 3% in comparison with 2007.

The company's business model is based on the acquisition of clients through its automotive and consumer goods business. Car and consumer goods (loans, which are generally characterized by limited profit margins), bring Agos not only the names and addresses of potential clients, but also an experience of their credit quality. The company can then directly market its higher margin revolving and personal loans. Agos' new loan production is more diversified than that of most competitors, with an ever-increasing proportion of direct products. Meanwhile, Agos' expertise in marketing techniques and in setting up partnerships with retailers has allowed it to grow faster than the market and to steadily increase its market share every year. In addition to revolving and personal loans, Agos markets other products, including insurance contracts, for credit protection or related to the goods financed which allows to diversify the source of revenues. The higher weight of more profitable direct loans (also after the integration of Ducato) and the good track record of effective cost control is likely to help earnings.

Agos is aiming to protect asset quality and to support earnings margins. The higher weight of more profitable direct loans (also after the integration of Ducato) and the good track record of effective cost control is likely to help earnings.

Moreover Agos's dynamic credit risk management stand to support its asset quality.

## PROCEDURES

### Approval of the file

The request may arrive at the centralized acceptance department of Agos by fax (sent by the dealers) or by an Internet form.

For personal loans most of the requests are recorded in the IT systems and are treated directly by the branches. The information required for the assessment of the deals (by centralized acceptance department or by branches) can be divided into four areas:

- a personal information about the debtor (name, address, age, job, etc.);
- b information about the asset to be financed (in case of specific purpose financing);
- c data about the financing contract;
- d information about the economic situation of the debtor.

The main checks carried out by Agos concern:

- a the possible insolvency of the potential client ( internal performances with other products if any );
- b the last unpaid instalments (four months) (bad customers data base of all financial companies - CTC) and the total indebtedness with the Italian financial system resulting from private positive credit bureaus ( Experian and Crif );
- c the internal database providing the list of the people whom, for any reason, Agos does not want as customers;
- d the information supplied by the potential client.
- e Anti-frauds controls based on rules inserted in the system and automatic controls that stop or reject the contracts.

The above verifications are carried out by automated means and, at the end of the process, a score is applied to each file. At this point the operator, with the score applied to the possible transaction and with the information gathered, can decide whether the file shall be approved or rejected. The analysis and the approval process are always carried out by Agos directly and not by the dealers. Each operator has different approval limits based on his skill. The approval limits are managed by the system and decided by the Risk department; they differ for each product and are based on:

Final score of the contract;

Amount of the loan that is requested;

Total exposure ( outstanding ) of the customer including Agos exposure and exposure pointed out by the positive credit bureaus.

### Collection

The payment means accepted by Agos are:

- a R.I.D. (direct debit to customer bank account)

- b Postal payment

### **R.I.D.:**

The correct payment of each instalment is checked within each day following the payment; if the payment is not duly made (it means that the direct debit amount initially credited to Agos is not confirmed), the position is re-opened in the booking system of Agos. Within 10 days from the date of issue of RID, Agos it is usually to acquaintance of the unsolved instalment and can act consequently.

### **Postal Payments:**

Everyday Agos receives from Poste Italiane a file via FTP of the bulletins paid on average two days before; the file is processed automatically in order to match the payment with the relevant credit. In addition Agos may display and check through an Internet link provided by Poste Italiane the bulletins not matched with the relevant credit, consequently, the Originator proceeds to match manually the payment with the relevant credit. This process takes 3-4 days for bulletins printed by Agos or in any case filled out correctly and 7-10 days for blank bulletins or bulletins in any case not correctly filled out.

### **Prepayments**

The customer contacts Agos informing that he/she is willing to repay the whole contractual amount. The client is subject to pay to Agos a penalty of 1% on the outstanding amount of the loan, except for the flexible products known as "Duttilio".

### **Credit recovery**

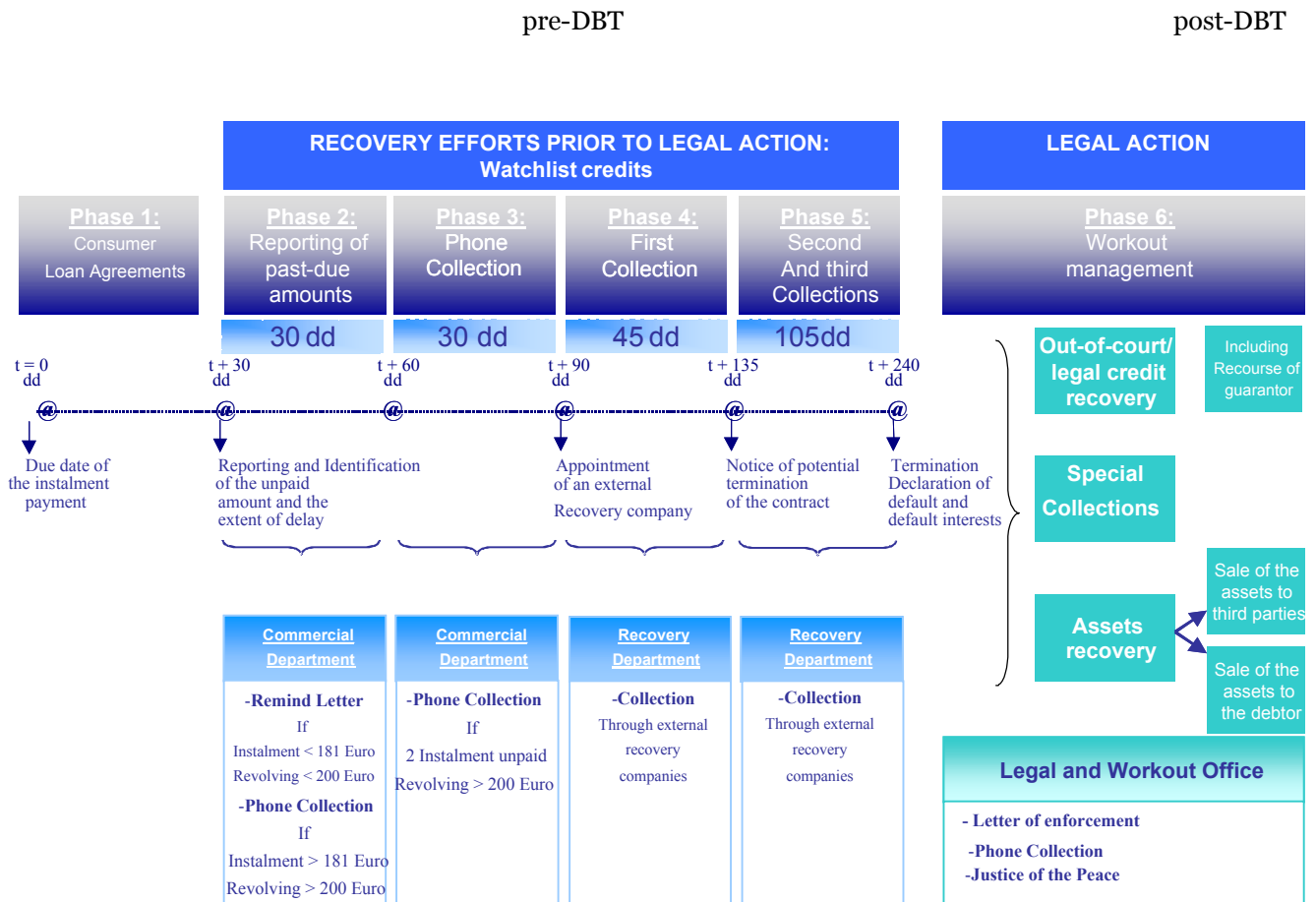
The recovery department is composed by people organized in team in charge of performing the following tasks:

- a solving technical problems concerning the payment of the first instalments;
- b phone solicitations to debtors in arrears;
- c relationship with the external recovery companies;
- d administration and back-office activity, reporting and monitoring;

Agos is in partnership with 43 external societies for the recovery of the defaulted receivables.

Here below is illustrated all the process valid at the present date.

Historically, Agos recovers about 30% on the receivables with more of 9 instalments unpaid.



## **Credit Insurance**

During 2008 Agos maintains insurance policies with AIG Vita, Finaref and Cardif to cover the risks of death and permanent invalidity of debtors. For personal loans the risk of temporary invalidity is also covered. Agos is in partnership with various dealer for the distribution of insurance policies to cover the theft and fire risks.

## **Internal Control System and Compliance management**

Different levels of internal controls on processes and compliance with internal and external rules are applied in respect of the guidelines issued by the Bank of Italy and by Crédit Agricole group:

- a the first level, within the business and organizational units, checks compliance of activities and processes with ordinary procedures;
- b the second level checks compliance of activities and processes, included first level controls, and monitors risks with ordinary procedures. Controls are performed by roles within business and organizational units not directly involved in operations checked or by units dedicated to management of specific risks (2.1 level) and by Permanent Controls dept., an independent unit in charge for control mapping and double control on risks (2.2 level),
- c the third level consists in the implementation of the audit programme and in the monitoring of the activity carried out at the first two levels."

Compliance with laws and regulations is managed according to Crédit Agricole "Fides" policy by three functions: Legal, Compliance and Financial Security departments or roles. The three functions participate to compliance committee and to new products and new activities committee.

## **IT System**

The IT system and its management is centralised in the Milan head office premises.

All of the company branches are connected through an MPLS communication system, supplied by British Telecom, and remote connections to the company network are managed by VPN (Virtual Private Network) connections, using advanced cryptographic protocols.

The dealers can exchange data with Agos head office through the company internet site, allowing them to enter customer's loan files directly into the system.

The company network is protected by a perimeter defence system able to contrast unauthorised access. The system includes a Firewall architecture inclusive of a DMZ area (Demilitarized Zone) where all web services accessible through the internet environment are located.

The reliability of the IT System is ensured by the use of a central Mainframe system (IBM) for the management of all core business processes; further, SAP applications are used for administrative, accounting and human resources activities.

The company also makes use of a sophisticated data warehouse system using SAS software working on a Unix/AIX platform. Through the data warehouse, all relevant operating data is replicated and analysed for the purpose of business monitoring, control and to support management decision making processes. The data warehouse system is also used for all of the company's reporting requirements.

Agos is the proprietor of all of its core applications residing on the mainframe environment: this allows a high degree of flexibility and independence from third party suppliers.

Data centres are articulated into two different sites, a production site (primary site) and a Disaster Recovery site (secondary site). All critical systems and services are replicated and located in the two different sites.

The company has implemented a Business Continuity Plan (BCP), yearly updated according to business evolution. The BCP and related Disaster Recovery procedures, include the replication of data in the disaster recovery site and also the transfer of full back-ups on tape in a “data vault” facility located in a remote site (more than 50 km from the company premises). Facilities also include: redundant power supply systems and access routes, totally replicated storage systems through synchronous PPRC on an analogous system in the back-up facility, storage systems equipped with RAID configurations with no data loss in case of disk breakdown and automatic scheduler control of backup procedures.

## **USE OF PROCEEDS**

The Purchase Price for the Initial Portfolio, the Expenses Reserve Account and the Cash Reserve Account will be funded from the proceeds of the issue of the Notes under this Securitisation. Any positive balance of such proceeds (after payment of any fees and expenses due by the Issuer in relation to the issuance of the Notes) will be credited by the Issuer to the Purchase Account on the Issue Date.

The Purchase Price for each Subsequent Portfolio will be funded from the principal collections made under the Receivables.



## THE ISSUER

### Introduction

The Issuer, Sunrise S.r.l., was incorporated on 3 February 2005 in the Republic of Italy pursuant to the Securitisation Law as a limited liability company with registered office at via Bernina 7, 20158 Milan, telephone number +39 011 5176220 and was established as a special purpose vehicle or entity for the purpose of issuing asset backed securities. It is registered under number 36461 in the general list of financial intermediaries held by the Bank of Italy pursuant to Article 106 of the Consolidated Banking Act, in the special section of the register held by the Bank of Italy pursuant to Article 107 of the Consolidated Banking Act and under number 04731380962 with the Register of Enterprises of Milan. The Issuer's duration, according to its by-laws, is until 31 December 2050.

Since the date of its incorporation, the Issuer has carried out on 9 June 2006 a Euro 5,000,000,000 Consumer Loans Backed Floating Note Programme. The Issuer has no subsidiaries, premises or employees. Since the date of its incorporation, the Issuer has not been involved in any legal or arbitration proceedings.

The Issuer is a limited liability company (*società a responsabilità limitata*) and its equity capital is represented by quotas. The authorised, issued and fully paid in equity capital of the Issuer is Euro 10,000 and it is entirely held by Stichting Trustmate 4 (the "Quotaholder").

The Quotaholder entered into a Quotaholders' agreement which contains provisions in relation to the management of the Issuer. In addition, the Quotaholders' agreement shall provide for call options to be granted in favour of Agos to purchase from Stichting Trustmate 4 the entire quota capital of the Issuer held by it at any time after the redemption in full or cancellation of the Notes.

### Issuer Principal Activities

Corporate purpose pursuant to By-Laws

The Issuer's sole corporate purpose, as set forth in Article 2 of its By-Laws (*statuto*), is as follows: "... to carry out one or more securitisation transactions pursuant to the Securitisation Law, through the purchase of existing or future monetary receivables, by the Issuer or by a different company incorporated pursuant to the Securitisation Law, to be financed through the issuance (by the Issuer or by a different company incorporated pursuant to the Securitisation Law) of notes referred to in article 1, paragraph 1, letter b) of the Securitisation Law with the modalities necessary in order to avoid any risk of the company. The Issuer may furthermore effect securitisation of receivables pursuant to Article 7 of the Securitisation Law.

*In accordance with the Securitisation Law, the receivables of each securitisation transaction are segregated from all other assets of the Issuer and from those of any other securitisation transactions. With the exception of the holders of the notes issued for the purpose of funding the purchase of the relevant receivables, other creditors may not make any claim on or against such segregated assets.*

*Within the limits permitted by the provisions of the Securitisation Law, the Issuer may only enter into ancillary transactions for the purpose of the securitisation transactions carried out by it, or which are instrumental for the purpose of its corporate purpose, and may invest funds deriving from the administration of the purchased receivables where such funds are not immediately utilised towards satisfaction of liabilities under such notes and transactions involving the sale of the purchased Receivables, as well as any other activity allowed by the Securitisation Law and may appoint third persons for the purpose of collecting the amounts arising from the Receivables and providing cash management and payment services."*

## **Covenants**

The Issuer will covenant to observe, *inter alia*, those restrictions, which are detailed in Condition 4 (*Covenants*). In particular, so long as any of the Notes remain outstanding, the Issuer shall not, without the prior consent of the Representative of the Noteholders, incur any other indebtedness for borrowed monies or engage in any activity whatsoever or enter into any document which is not necessary or incidental in connection with the Transaction Documents, the implementation of any further securitisation carried out in accordance with Condition 4.10 (*Further Securitisations*), 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 (except as contemplated in the Transaction Documents) or issue any *quota*.

## **Directors of the Issuer**

At the date of this Prospectus, the sole director of the Issuer, appointed at the quotaholders' meeting of the Issuer on 17 February 2006, is Mr. Andrea Bonafè, with office at Foro Bonaparte 71 Milano . Mr. Andrea Bonafè is licensed public accountant enrolled in the order of the *Dottori Commercialisti* of Milan since 1988; auditor enrolled in the *Registro dei Revisori Contabili* with DM 12/04/1995, sole director of the company Immobiliare Bonaparte Srl since 2000, president of the Board of Statutory Auditors of the companies Quadriga Italia Spa since 2001, Logos Finanziaria Spa from 2007 and Ducato Spa from 2008 , member of the Board of Statutory Auditors of Carrefour Servizi Finanziari Spa since 2004, DeA Capital SpA from 2007, IDeA Alternative Investments Spa from 2006, IDeA Capital Fund SGR from 2006, Credit Lift Società Finanziaria Spa from 2007.

## **Statutory Auditors of the Issuer**

No Board of Statutory Auditors is provided to be appointed.

## **Capitalisation and Indebtedness Statement**

The capitalisation and indebtedness of the Issuer as of the date of this Prospectus, adjusted for the issue of the Notes to be issued on the Issue Date, is as follows:

### ***Quota Capital***

Issued and paid up..... Euro 10,000

### ***Indebtedness***

- Euro 1,368,500,000.00 under the Euro 1,368,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes due August 2030;
- Euro 90,450,000.00 under the Euro 90,450,000.00 Class B Limited Recourse Consumer Loans Backed Floating Rate Notes due August 2030;
- Euro 40,950,000.00 under the Euro 40,950,000.00 Class C Limited Recourse Consumer Loans Backed Floating Rate Notes due August 2030;
- Euro 21,900,000.00 under the Euro 21,900,000.00 Class J Limited Recourse Consumer Loans Backed Floating Rate Notes due August 2030,

issued under the Programme; and

- Euro 1,912,500,000.00 under the Euro 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes due August 2031; and

- Euro 637,400,000.00 under the Euro 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes due August 2031,

to be issued on the Issue Date.

**Total capitalisation and indebtedness.....Euro 3,434,310,000.00**

Save for the foregoing, at the date of this document, the Issuer has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities (other than the obligation to pay the Purchase Price in respect of the Receivables comprised in the Initial Portfolio and interest thereon).

*Financial Statements of the Issuer and the Independent Auditors' Report*

Since the date of its last published audited financial statements, there has been no material adverse change in the financial position or prospects of the Issuer.

*Independent Auditors*

The Issuer's independent auditors are Deloitte & Touche S.p.A., acting through their office at via Tortona 25, 20144, Milan, Italy, which have been appointed to audit the financial statements of the Issuer, as at and for the period ending on 31 December 2009. The Issuer's accounting reference date is 31 December and its last accounting year ended 31 December 2008.

## THE ISSUER ACCOUNTS

The Issuer has established with the Account Bank the following bank accounts (the “**Issuer Accounts**”):

1. The Collection Account, *into which* (i) all the Collections collected or recovered by the Servicer from time to time in respect of the Receivables shall be credited in accordance with the provisions of the Servicing Agreement; (ii) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; *and out of which* (iii) on each Purchase Date, all the Collections of Principal received during the Reference Period immediately preceding such Purchase Date shall be transferred to the General Account; (iv) on each Payment Date which is not a Exceptional Date, (1) all the Collections of Principal received during the Quarter Reference Period immediately preceding such Payment Date, (2) all the Collections of Interest received during the Quarter Reference Period immediately preceding such Payment Date, (3) all the Collections of Fees received during the Quarter Reference Period immediately preceding such Payment Date, (4) all the Recoveries received during the Quarter Reference Period immediately preceding such Payment Date, and (5) all the interest accrued and any net proceeds deriving from the Eligible Investments (constituting clear funds on such Payment Date) credited to the Collection Account during the Quarter Reference Period immediately preceding such Payment Date shall be credited to the General Account; and (v) on each Exceptional Date, any amount standing to the credit of the Collection Account on such date shall be transferred to the General Account.
2. The Purchase Account, *into which* (i) the balance of the net proceeds of the Notes (after payment of any fees and expenses due by the Issuer as at the Issue Date), after the payment of the Purchase Price, credit of the Expenses Account and credit of the Cash Reserve Required Amount, shall be credited, (ii) on the Issue Date and on each Purchase Date the amounts due to the Issuer respectively under Clause 3.4 and Clause 7.4 of the Master Transfer Agreement shall be credited; (iii) any Principal Available Funds remaining after application of the Priority of Payments under Conditions 5.1.1 and 5.1.3. will be credited on each Purchase Date or Payment Date, as applicable; (iv) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; *and out of which* (v) on each Purchase Date or Payment Date which are not a Exceptional Date, any amount standing to the credit of the Purchase Account on the Business Day preceding such Purchase Date or Payment Date (without considering the interest accrued and any net proceeds deriving from the Eligible Investments) shall be transferred to the General Account; (vi) on each Payment Date which is not a Exceptional Date, all the interest accrued and any net proceeds deriving from the Eligible Investments (constituting clear funds on such Payment Date) credited to the Purchase Account during the Quarter Reference Period immediately preceding such Payment Date shall be credited to the General Account; and (viii) on each Exceptional Date, any amount standing to the credit of the Purchase Account on such date shall be transferred to the General Account.
3. The Principal Reserve Account, *into which* (i) upon delivery of an Early Termination Event Notice and prior to the Initial Amortising Date, all Principal Payments to be made in respect of the Notes shall be credited; (ii) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; *and out of which* (iii) on each Payment Date all the interest accrued and any net proceeds from the Eligible Investments (constituting clear funds on such Payment Date) credited to the Principal Reserve Account during the Quarter Reference Period immediately preceding such Payment Date shall be transferred to the General Account; (iv) on the Payment Date immediately following the Initial Amortising Date (or, in case of delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, on the first Business Days after the delivery of such Trigger Notice), the Principal

Payments credited to the Principal Reserve Account shall form part of the Issuer Available Funds and used to repay the Notes in accordance with the applicable Order of Priority.

4. The General Account, *into which* (i) on the Issue Date, the net proceeds of the issue of the Notes shall be credited; (ii) on each Purchase Date and Payment Date (or if a Trigger Notice which is due to the occurrence of an Insolvency Event is delivered, on each Business Day), as applicable, certain amounts shall be credited from the other Issuer Accounts; (iii) on each Payment Date, the amounts paid by each Hedging Counterparty shall be credited; (iv) any Positive Price Adjustment paid by the Originator and any purchase price paid by the Originator pursuant to Clauses 16 and 17 of the Master Transfer Agreement shall be credited; (v) any amount paid by Agos under the Warranty and Indemnity Agreement shall be credited; (vi) any amount paid by any Commingling Guarantee Provider (if any) pursuant the Commingling Guarantee to indemnify the Issuer of any breach by Agos of its obligations under the clauses 4.2 and 4.4 of the Servicing Agreement shall be credited, (vii) on each Payment Date, any amount paid by the Servicer pursuant to Clause 5.2 of the Servicing Agreement shall be credited and (viii) any interest accrued and any net proceeds deriving from the Eligible Investments (constituting clear funds on such Payment Date) made out of the funds standing to the credit of such account shall be credited; *and out of which* (ix) on the Issue Date, the Purchase Price of the Initial Portfolio shall be paid, the Expenses Account shall be credited of the Expenses Reserve Required Amount, the Cash Reserve Account shall be credited of the Initial Cash Reserve Required Amount and any positive balance of the proceeds of the Notes (after payment of any fees and expenses due by the Issuer as at the Issue Date), after the payment of such Purchase Price, credit of the Expenses Account and credit of the Cash Reserve Required Amount, shall be transferred to the Purchase Account; (x) on each Purchase Date and on each Payment Date, as applicable, (or if a Trigger Notice which is due to the occurrence of an Insolvency Event is delivered, on each Business Day on which the payments are made under the Post Enforcement Priority of Payments) all the payments to be made by the Issuer pursuant to the relevant Priority of Payments shall be made.
5. The Defaulted Account, *into which* (i) on each Payment Date the Interest Available Funds shall be credited in accordance with Condition 5.1.2; *and out of which* (ii) on each Payment Date any amount standing to the credit of the Defaulted Account shall be credited to the General Account.
6. The Cash Reserve Account, *into which* (i) on the Issue Date, the Initial Cash Reserve Amount shall be credited; (ii) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; (iii) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date, the Interest Available Funds shall be credited in accordance with Condition 5.1.2; *and out of which* (iv) on each Payment Date which is not a Exceptional Date all interest accrued (constituting clear funds on such Payment Date) until (but including) the Cut-Off Date immediately preceding such Payment Date and any net proceeds (constituting clear funds on such Payment Date) deriving from the Eligible Investments credited to the Cash Reserve Account until (but including) the Cut-Off Date immediately preceding such Payment Date shall be transferred to the General Account; (v) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date but which is not a Exceptional Date), any amount standing to the credit (without considering the interest accrued and any net proceeds deriving from the Eligible Investments) of the Cash Reserve Account on the Calculation Date immediately preceding such Payment Date shall be transferred to the General Account (and will form part of the Interest Available Funds with respect to such Payment Date different from an Exceptional Date); and (vi) on each Exceptional Date any amount standing to the credit of the Cash Reserve Account on such date shall be transferred to the General Account.

7. The Expenses Account, *into which* (i) on the Issue Date and on each Payment Date, the amount necessary to ensure that the balance of the Expenses Account (without considering any interest accrued) is equal to the Expenses Reserve Required Amount shall be credited; (ii) any interest accrued made out of the funds standing to the credit of such account shall be credited *and out of which* (iii) on each Payment Date which is not a Exceptional Date, all interest accrued (constituting clear funds on such Payment Date) until (but including) the Cut-Off Date immediately preceding such Payment Date shall be transferred to the General Account; (iv) on any Business Day any fees and expenses due by the Issuer shall be paid out of this account without application of any Priority of Payments; and (v) on each Exceptional Date any amount standing to the credit of the Expenses Account on such date shall be transferred to the General Account.
8. If required, the Product Cash Reserve Account, *into which* (i) on the Payment Date immediately following the receipt of a notice under clause 4.9 of the Transfer Agreement, the amount necessary to ensure that the balance of the Product Cash Reserve Account (without considering any interest accrued or net proceeds of the Eligible Investments) is equal to the Product Cash Reserve Required Amount as determined by reference to the Calculation Date immediately preceding such Payment Date shall be credited; and *out of which* (ii) on each Payment Date which is not a Exceptional Date, all interest accrued (constituting clear funds on such Payment Date) until (but including) the Cut-Off Date immediately preceding such Payment Date and any net proceeds (constituting clear funds on such Payment Date) deriving from the Eligible Investments credited to the Product Cash Reserve Account until (but including) the Cut-Off Date immediately preceding such Payment Date shall be transferred to the General Account; (iii) after occurrence of an Early Termination Event, on each Payment Date any amount standing to the credit of the Product Cash Reserve Account (without considering the interest accrued and any net proceeds deriving from the Eligible Investments) on the Calculation Date immediately preceding such Payment Date shall be transferred to the General Account and (iv) on each Exceptional Date any amount standing to the credit of the Product Cash Reserve Account on such date shall be transferred to the General Account.
9. If required, The Commingling Account, *into which* (i) any amount paid by Agos pursuant to the terms of the Servicing Agreement, in order to cover a portion or the entire amount of the commingling risk associated thereto shall be credited; (ii) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; *and out of which* (iii) on each Payment Date all the interest accrued and any net proceeds deriving from the Eligible Investments (constituting clear funds on such Payment Date) credited to the Commingling Account during the Quarter Reference Period immediately preceding such Payment Date shall be transferred to General Account; and (iv) an amount which is necessary, *pari passu* with any existing Commingling Guarantee and with the amounts standing to the credit of the Guarantee Account, to cover the breach by Agos of its obligations under clauses 4.2, 4.4 and 4.5 of the Servicing Agreement shall be transferred to the General Account on any relevant date (v) after full redemption of the Senior Notes, the balance of the Commingling Account (without considering the interest accrued and any net proceeds deriving from the Eligible Investments) shall be repaid to Agos without application of any Priority of Payments.
10. If required, the Guarantee Account into which any amount paid by any Commingling Guarantee Provider pursuant to Clause 5 of any Commingling Guarantee shall be credited; (ii) any interest accrued and any net proceeds deriving from the Eligible Investments made out of the funds standing to the credit of such account shall be credited; and out of which (iii) on each Payment Date all the interest accrued and any net proceeds deriving from the Eligible Investments (constituting clear funds on such Payment Date) credited to the Guarantee Account during the Quarter Reference Period immediately preceding such Payment Date shall be transferred to the General Account; (iv) an amount which is necessary, *pari passu* with any existing Commingling Guarantee and the amounts

standing to the credit of the Commingling Account, to cover the breach by Agos of its obligations under the clause 4.2 and 4.4 of the Servicing Agreement shall be transferred to the General Account on any relevant date; (v) after full redemption of the Senior Notes, the balance of the Guarantee Account (without considering the interest accrued and any net proceeds deriving from the Eligible Investments) shall be repaid to any relevant Commingling Guarantee Provider (who has credited such account) without application of any Priority of Payments for an amount equal to the ratio between (a) the aggregate of the amounts (less any amount already reimbursed to such Commingling Guarantee Provider) such credited by Commingling Guarantee Provider and (b) the aggregate of the amounts (less any amount already reimbursed to any Commingling Guarantee Provider) credited by all the Commingling Guarantee Providers.

11. If required, the Securities Account, into which the Account Bank shall deposit any Eligible Investment consisting of securities and/or financial instruments. Any interest and/or net proceeds deriving from any of the above mentioned Eligible Investments shall be credited to the Issuer Account out of which such Eligible Investment was made.
12. If required by the Swap Counterparty, the Collateral Account, which shall be operated in compliance with article 11.5 of the Intercreditor Agreement.
13. The Capital Account, *into which* the corporate capital of the Issuer has been credited in relation to the constitution of the Issuer, in connection with the Programme.

The Collection Account, the Purchase Account, the Principal Reserve Account, the General Account, the Defaulted Account, the Cash Reserve Account and the Expenses Account has been opened as at the date of this Prospectus.

The Product Cash Reserve Account will be opened upon receipt of the communication by Agos of its intention to exercise the Purchase Option to sell flexible loans pursuant to clause 4.9 of the Master Transfer Agreement.

The Guarantee Account will be opened upon the granting by a Commingling Guarantee Provider of a Commingling Guarantee.

The Commingling Account will be opened upon receipt of communication that the rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations of Agos falls below the Servicer Minimum Rating (see "*Transaction Documents – Description of the Servicing Agreement*" below).

The Securities Account will be opened upon instructions from the Cash Manager to invest the balance standing to the credit of the Issuer Account (except for the Expenses Account and the Collateral Account) in Eligible Investments

The Collateral Account will be opened upon instructions from the Issuer that collateral is required to be posted by the Hedging Counterparty under the provisions of the Hedging Agreements.

**THE ACCOUNT BANK, THE CALCULATION AGENT, THE CASH MANAGER, THE PAYING AGENT AND THE SWAP COUNTERPARTY**

CALYON is a limited liability company incorporated in France as a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 9 Quai du Président Paul Doumer, 92920 Paris La Défense Cedex, Paris (France). CALYON is registered at the Trade and Commercial Register of Nanterre (France) under the number 304 187 701.

CALYON is subject to Articles L. 225-1 et seq. of Book 2 of the Commercial Code. As a credit institution, CALYON is subject to Articles L. 511-1 et seq. and L. 5531-1 et seq. of the Monetary and Financial Code.

As of 28 January 2009, CALYON's shareholders' capital amounted to € 6,055,504,839 divided into 224,277,957 fully paid up shares of €27 each. CALYON's share capital is directly owned more than 95.28% by Crédit Agricole S.A. and 99% by entities of the Crédit Agricole Group.

CALYON is the corporate and investment banking arm of the Crédit Agricole Group. CALYON offers banking services to its customers on a global basis. Its two main activities are wholesale banking and capital markets and investment banking. Wholesale banking covers corporate lending and loan syndication, project finance, acquisition finance, aircraft and ship finance, export and trade finance and real estate finance. Capital markets and investment banking covers treasury and liquidity management, fixed income, foreign exchange and commodity derivatives, credit markets, equity derivatives, mergers and acquisitions, equity capital markets and equity brokerage. CALYON also runs an international private banking business in Europe out of Switzerland, Luxembourg and Monaco.

At the date of this Prospectus, the long term unsecured, unsubordinated and unguaranteed obligations and the short term unsecured, unsubordinated and unguaranteed obligations of CALYON are rated as follows:

		<b>SHORT TERM</b>	<b>LONG TERM</b>	<b>UPDATE</b>
<b>Moody's</b>	<b>Investors</b>	Prime-1	Aa3 (with negative outlook)	5 February 2009
<b>Service Inc.</b>				
<b>Fitch</b>	<b>Ratings</b>	F1 +	AA- (with stable outlook)	8 August 2008
<b>Limited</b>				
<b>S&amp;P</b>		A-1+	AA- (with stable outlook)	20 January 2009

Any further information on CALYON can be obtained on CALYON's website at [www.calyon.com](http://www.calyon.com). This website does not form part of this Prospectus.

The information in this Section has been provided solely by CALYON for use in this Prospectus and CALYON is solely responsible for the accuracy of the information related to it. Except for the information contained in this Section, CALYON and its affiliates have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.



## TRANSACTION DOCUMENTS

*The description of certain of the Transaction Documents set out below is a summary of certain features of each such document and is qualified by reference to the detailed provisions of the terms and conditions of each thereof.*

*Prospective Noteholders may inspect a copy of each Transaction Document at the specified office of the Principal Paying Agent. Capitalised terms not defined in this section or in the Glossary of Terms shall have the meaning ascribed to them in the relevant Transaction Document.*

### **Description of the Master Transfer Agreement**

On 25 September, 2009, the Originator and the Issuer entered into an agreement, pursuant to which (i) the Originator as seller has assigned and transferred without recourse (*pro soluto*) to the Issuer all the Originator's rights, title and interest in and to the Initial Receivables and (ii) the Originator has agreed with the Issuer that, during the Purchase Period, provided that an Early Termination Event Notice has not been delivered to the Issuer and subject to the satisfaction of certain conditions precedent set out in Clause 5 of the Master Transfer Agreement, may, at its option on any Optional Purchase Date, sell to the Issuer, and the Issuer shall be obliged to purchase, Subsequent Portfolios of Receivables which shall satisfy the General Criteria as well as the Specific Criteria specified in the relevant Purchase Notice, *provided that* the Principal Amount Outstanding of each relevant Portfolio is not greater than the Maximum Purchase Amount as determined as at the Calculation Date immediately preceding such Purchase Date.

An audit report has been prepared by Consolving S.r.l. in relation to the Initial Portfolio pursuant to the guidelines contained in Exhibit "G" of the Master Transfer Agreement.

**"Early Termination Event"** means each of the following events:

- (a) a Trigger Notice is delivered to the Issuer;
- (b) Agos is in breach of its obligations under the Master Transfer Agreement, the Warranty and Indemnity Agreement, the Servicing Agreement or any other Transaction Document to which Agos is a party and, in the justified opinion of the Securitisation Administrator, (i) such breach is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy) such breach remains unremedied for 10 (ten) days (or 7 (seven) days where the breach relates to an undertaking to pay an amount of money) after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;
- (c) any of the representations and warranties given by Agos under the Master Transfer Agreement, the Servicing Agreement or the Warranty and Indemnity Agreement is breached, or is untrue, incomplete or inaccurate and in the justified opinion of the Securitisation Administrator, (i) such breach (or, as the case may be, such untruthfulness, incompleteness or inaccuracy) is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy, in which case no notice will be required), such situation remains unremedied for 10 (ten) days after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;
- (d) Agos is declared insolvent or becomes subject to bankruptcy proceedings; a liquidator or administrative receiver is appointed or a resolution is passed for such appointment; a resolution is passed by Agos for the commencement of any of such proceedings or the whole or any substantial part of Agos's assets are subject to enforcement proceedings;

- (e) Agos carries out any action for the purpose of rescheduling its own debts, in full or with respect to a material portion thereof, or postponing the maturity dates thereof, enters into any extrajudicial arrangement with all or a material portion of its creditors (including any arrangement for the assignment of its assets in favour of its creditors), files any petition for the suspension of its payments or any court grants a moratorium for the fulfilment of its debts or the enforcement of the securities securing its debts and the Securitisation Administrator, in its justified opinion, deems that any of the above events have or may have a material adverse effect on Agos's financial conditions;
- (f) a resolution is passed for the winding up, liquidation or dissolution of Agos, except a winding up for the purposes of or pursuant to an amalgamation or reconstruction allowed under the terms of the Warranty and Indemnity Agreement;
- (g) the validity or effectiveness of any Transaction Document is challenged before any judicial, arbitration or administrative authority on the basis of arguments which, in the justified opinion of the Securitisation Administrator based on a legal opinion issued in favour of the Securitisation Administrator and Agos by a primary law firm, are grounded, where any such challenge is or may be, in the justified opinion of the Securitisation Administrator, materially prejudicial to the interests of the Noteholders;
- (h) the Issuer revokes Agos (in its capacity as Servicer) or any Servicer which may succeed to Agos in such role, in accordance with the provisions of the Servicing Agreement;
- (i) if any, any Commingling Guarantee Provider has made any payment under Clauses 2, 5.3 and 5.4 of any Commingling Guarantee, or Agos has not fulfilled its obligations under Clause 5.4, second sentence, of any Commingling Guarantee, or Agos is in breach with its obligation to pay the Commitment Fees due to any Commingling Guarantee Provider under Clause 6.3 of any Commingling Guarantee and such default is not remedied in the 30 days following the relevant due date;
- (j) on any Payment Date the Defaulted Account is not credited with an amount equal to the sum of the Receivables which have become Defaulted Receivables for the first time during the Quarter Reference Period preceding such Payment Date;
- (k) Agos has served a notice to the Issuer (and in copy to the Securitisation Administrator), in compliance with Clause 8.1.(k) of the Master Transfer Agreement, by which it states and as a consequence it determines that the Purchase Period shall be considered as expired.
- (l) for two consecutive Calculation Dates, the Default Ratio exceeds 0.75%;
- (m) on any Calculation Date, the Delinquent Ratio exceeds 3.5%.

Upon the occurrence of any Early Termination Event, the Securitisation Administrator, as soon as it becomes aware thereof, shall deliver an Early Termination Event Notice to the Issuer, Agos, the Representative of the Noteholders and the Servicer, specifying the relevant event occurred. After receipt of such communication, Agos shall not be entitled to sell Subsequent Receivables to the Issuer. The delivery of Trigger Notice from the Representative of the Noteholders shall itself constitute an Early Termination Event, without the need of any further communication to be sent by the Securitisation Administrator. The delivery of an Early Termination Event Notice by the Representative of the Noteholders or the Securitisation Administrator, as the case may be, between (and including) any Purchase Notice Date on which the Originator has sent to the Issuer a Purchase Notice and (and including) the immediately following Purchase Date shall terminate the transfer to the Issuer of the Subsequent Portfolio which is the subject of such Purchase Notice.

Pursuant to the terms of the Master Transfer Agreement, the Originator assigned and transferred (and, in the case of Subsequent Portfolios, will assign and transfer) to the Issuer *pro soluto* as of the relevant Purchase Date, pursuant to the combined provisions of Articles 1 and 4 of the Securitisation Law, the relevant Receivables which comply with the applicable Criteria, comprising:

- (a) all Principal Components due in relation to such Receivables as from (and including) the relevant Financial Effective Date;
- (b) all Interest Components accruing in relation to such Receivables as from (and including) the relevant Financial Effective Date;
- (c) all Expenses Components accruing in relation to such Receivables as from (and including) the relevant Financial Effective Date;
- (d) all the receivables, payable on the relevant Receivables as from (and including) the relevant Financial Effective Date, for default interest, prepayment fees, costs, indemnities and damages and any other amount due to Agos in relation or connected to the relevant Consumer Loan Agreements, but excluding the right to recover legal and judicial expenses (if any) and other expenses to be incurred by Agos in relation to the recovery of such Receivables.

As a consequence of the transfer of the Receivables, any security, collateral, privileges and priority rights which secure such Receivables and other ancillary rights and claims (*accessori*) in relation thereto, as well as any other right, claim and action (including any action for damages), substantial and procedural action and defences inherent or otherwise ancillary to such Receivables and the exercise of rights in relation thereto in accordance with the provisions of the Consumer Loan Agreements and any agreement related thereto and/or applicable law, are (or, as the case may be, will be) transferred to the Issuer as of the relevant Purchase Date, together with any amount to be paid by the Eligible Supplier in accordance with the Consumer Loan Agreements.

### **Purchase Price**

The Purchase Price of the Initial Portfolio will be paid by the Issuer, subject to compliance with the relevant conditions (*inter alia*, compliance with publicity requirements set out by applicable laws) provided in Clause 3.2 of the Master Transfer Agreement, on the Issue Date, out of the proceeds from the issuance of the Notes issued under the Securitisation.

The Purchase Price of each Subsequent Portfolio will be paid by the Issuer, subject to compliance with the relevant conditions (*inter alia*, compliance with publicity requirements set out by applicable laws) provided in Clause 7.3 of the Master Transfer Agreement on the relevant Purchase Date, out of the Issuer Available Funds and in accordance with the applicable Priority of Payments.

### **Sale of Subsequent Portfolios**

The Originator may exercise the Sale Option to sell Subsequent Receivables to the Issuer by sending a Purchase Notice to the Issuer, the Securitisation Administrator and the Servicer together with a report (the “**Purchase Report**”) containing the details in relation to the relevant Receivables. The purchase by the Issuer of such Subsequent Receivables shall be subject to the satisfaction of the relevant Subsequent Portfolio Purchase Conditions and to the receipt from the Servicer of a confirmation notice on the relevant Confirmation Date. Pursuant to the Master Transfer Agreement, the Sale Option may be exercised on a quarterly basis or, following receipt by the Issuer of a written notice thereof from the Originator and in accordance with Clause 4.8 of the Master Transfer Agreement, on a monthly basis.

## **Adjustment Purchase Price**

The Master Transfer Agreement provides that if, after the relevant Purchase Date, it transpires that any of the Receivables transferred under any Transfer Agreement does not meet, as of the relevant Valuation Date, the Criteria applicable thereto, then such Receivables will be deemed not to have been assigned and transferred to the Issuer pursuant to the relevant Purchase Notice; and if, after the relevant Purchase Date, it transpires that any Receivable which meets, as of the relevant Valuation Date, the applicable Criteria has not been included in the relevant Portfolio, then such Receivable shall be deemed to have been assigned and transferred to the Issuer by the Originator as of the relevant Purchase Date and with economic effects as from the relevant Valuation Date.

In these two cases, the Purchase Price of the relevant Portfolio shall be adjusted accordingly and a sum will be payable by the Issuer to the Originator or, as the case may be, by the Originator to the Issuer.

In particular, where a relevant Receivable that did not satisfy the applicable Criteria was erroneously transferred to the Issuer, the Originator shall pay to the Issuer an amount equal to: (a) the Individual Purchase Price of such Receivable and interest accrued thereon from the relevant Purchase Date to the date on which such amount is paid, calculated at the rate indicated in the Master Transfer Agreement; *less* (b) all amounts collected in relation to such Receivable since the relevant Purchase Date to the date on which such amount is paid; *plus* (c) the expenses borne by the Issuer in relation to the recovery of such Receivable (the “**Positive Price Adjustment**”).

If a Receivable which satisfied the relevant Criteria was erroneously not transferred to the Issuer, the Issuer shall pay the Originator an amount equal to: (a) the Individual Purchase Price of such Receivable and interest accrued thereon from the relevant Purchase Date to the date on which such amount is paid, calculated at the rate indicated in the Master Transfer Agreement; *less* (b) all amounts collected in relation to such Receivable since the relevant Purchase Date to the date on which such amount is paid (the “**Negative Price Adjustment**”).

## **Clean Up Purchase Option**

In order to limit the costs connected with the management of the Portfolios, the Issuer has irrevocably granted to Agos an option (the “**Purchase Option**”), pursuant to Article 1331 of the Italian Civil Code, to purchase all the outstanding Receivables then comprised in the Portfolio, provided that (i) no Early Termination Event as set out under items (d), (e) and (f) of the definition of Early Termination Event has occurred and (ii) at least 18 months and 1 day have elapsed from the Issue Date. Agos may exercise the Purchase Option by sending a written notice thereof to the Issuer and the Securitisation Administrator no later than a Report Date immediately preceding a Payment Date (the “**Relevant Payment Date**”) subject to the following conditions being satisfied on the date on which Agos shall exercise the Purchase Option:

- (a) the Purchase Option Price (as defined below) being higher than (a) the aggregate of (i) the Notes Principal Amount Outstanding of all the Senior Notes issued and outstanding as at the Relevant Payment Date, (ii) interest thereon due on the Relevant Payment Date and (iii) any other payments due to be made by the Issuer on such date under the applicable Priority of Payments (including the unwinding costs that the Issuer has borne in connection with the termination of the Hedging Agreement due to the enforcement by Agos of the Purchase Option), less (b) any other Issuer Available Funds available on such Relevant Payment Date ;
- (b) Agos has obtained any necessary authorisation required by applicable law or regulations for the exercise of the Receivables Call Option; and
- (c) Agos has delivered to the Issuer the following documents, bearing a date not earlier than 10 Business Days prior to the Relevant Payment Date: (a) a solvency certificate in the form

contained in Exhibit F to the Master Transfer Agreement executed by a person having the signing powers and being either the Chief Financial Officer, the General Manager, the Vice-General Manager or the Managing Director of Agos, (b) a *certificato di vigenza* issued by the competent Chamber of Commerce, and (c) a *certificato fallimentare* of Agos issued by the *Sezione Fallimentare* of the competent Court stating that Agos has not been subject to any insolvency proceeding during the preceding five years.

The purchase price for such Receivables shall equal to the market value thereof, as determined by a third party independent arbitrator jointly appointed by the Issuer and the Originator (the “**Purchase Option Price**”);

The Issuer shall apply the Purchase Option Price in accordance with the provisions of the Conditions and of the Intercreditor Agreement.

### **Partial Purchase Option**

(A) During the Purchase Period and provided that no Early Termination Event as set out under Clause 8 items (d), (e) and (f) of the Master Transfer Agreement has occurred, the Issuer has irrevocably granted to Agos an option (the “**Partial Purchase Option**”), pursuant to Article 1331 of the Italian Civil Code, to purchase outstanding Receivables, also in several times, for a total notional amount not higher than 5% of the notional value of Receivables transferred to the Issuer in relation to the Securitisation. Such percentage may be amended by the relevant parties only with the prior written consent of the Representative of the Noteholders. Agos may exercise the Partial Purchase Option by sending a written notice thereof to the Issuer and the Securitisation Administrator 7 days before the day on which such Partial Purchase Option shall become enforceable, and subject to the following conditions being satisfied on such latter date:

- (i) the purchase price of the repurchased Receivables shall be equal to the sum of: (a) the Principal Components due and not paid in relation to such Receivables, and (b) the Interest Components and the Expenses Components accrued until the Cut-Off Date immediately succeeding to the date on which the Partial Purchase Option has been exercised, and not paid on such date;
- (ii) Agos has delivered to the Issuer (a) a solvency certificate in the form contained in Exhibit F to the Master Transfer Agreement executed by a person having the signing powers and being either the Chief Financial Officer, the General Manager, the Vice-General Manager or the Managing Director of Agos, and (b) a *certificato di vigenza* issued by the competent Chamber of Commerce not earlier than 7 days before the date on which the Partial Purchase Option is enforced; and (c) a certificate issued by the *Sezione Fallimentare* of the competent Court not earlier than 7 days before the date on which the Partial Purchase Option is enforced specifying, *inter alia*, that Agos has not been submitted to any insolvency proceedings during the previous five years.
- (iii) such repurchase do not jeopardise the conditions required by the relevant regulation of the European Central Bank (“**ECB**”) in order to post the Notes with the ECB, for the purposes of the monetary policy operations.

(B) Without prejudice for the provisions set forth under paragraph (A) above and upon receipt of the certificates indicated in the paragraph A(ii) above, in order to make more efficient the management of the Receivables in relation to which some Instalments have been paid late, Agos has the right to repurchase the Receivables having at least 3 (three) Late Instalments at a price equal to all the Principal Components due and not paid at the repurchase date plus the Interest Components and the Expenses Components accrued until the Cut-Off Date immediately succeeding to the date on which the Partial Purchase Option has been exercised, and not paid on such date, in the relation to such repurchased Receivables.

The purchase price for the repurchase of the Receivables following the enforcement of the Partial Purchase Option shall be paid to the Company the day on which Agos executes the first of the publications provided under Article 58 of the Banking Act.

## **General**

The Master Transfer Agreement contains, and each further Purchase Notice contains (or will contain) a number of undertakings by the Originator in respect of its activities relating to the relevant Receivables. The Originator has undertaken, *inter alia*, to cooperate with the Issuer so that a notice of the assignment of each Subsequent Portfolio is promptly published in the Official Gazette and deposit such notice in the competent Register of Companies and to refrain from any action that could invalidate any of the Receivables. Notice of the assignment of the Initial Portfolio has been published in the Official Gazette and in the Register of Companies of Milan. The Originator has agreed to indemnify the Issuer against any amount which the Issuer may incur as a result of claims for claw-back (*azione revocatoria*) in connection with the Receivables brought against the Originator before the relevant Purchase Date.

The Originator furthermore has agreed (or will agree) that its claim for all sums due from the Issuer under the Master Transfer Agreement shall be limited to the lesser between the nominal amount thereof and the Issuer Available Funds, in accordance with the applicable Priority of Payments. The Originator acknowledges (or will acknowledge) that any amount that remains unpaid upon completion of all the procedures for the collection and recovery of the relevant Receivables or, in any event, on the Cancellation Date, shall be cancelled.

Each of the Master Transfer Agreement and each further Purchase Notice is (or will be) governed by Italian law and any disputes arising in respect of each of them shall be settled pursuant to the National Arbitration Rules of the Chamber of National and International Arbitration of Milan.

## **Description of the Warranty and Indemnity Agreement**

On 25 September, 2009, the Issuer and Agos, in its capacity as Originator entered into the Warranty and Indemnity Agreement, pursuant to which the Originator has given (or will be deemed to give) certain representations and warranties in respect of the transfer of the Receivables. Pursuant to the Warranty and Indemnity Agreement the Originator has furthermore undertaken certain obligations in favour of the Issuer in relation to the Receivables and certain other matters.

The Warranty and Indemnity Agreement contains representations, warranties and undertakings by the Originator in respect of, *inter alia*, the following categories:

- (a) Consumer Loan Agreements, Initial Receivables, Subsequent Receivables and Collateral Securities;
- (b) Consumer credit;
- (c) Disclosure of information;
- (d) Insurance policies;
- (e) the due implementation of the transfer of the Receivables in accordance with the Securitisation Law;
- (f) Other Representations.

In particular, the Originator has represented and warranted, *inter alia*, as follows:

- (i) The Consumer Loans have been granted in accordance with the Loan Disbursement Policy.
- (ii) Each party to a Consumer Loan Agreement and any grantor of a Collateral Security had, at the date of

execution thereof, full power and authority to enter into and execute each Consumer Loan Agreement and/or Collateral Security and/or any amendment or supplement thereof.

- (iii) Each of the Receivables derives from duly executed Consumer Loan Agreements. Each Consumer Loan Agreement and each other agreement, deed or document relating thereto is valid and enforceable and constitutes valid and legal obligations, binding on each party thereto.
- (iv) Each Consumer Loan Agreement has been entered into, executed and performed and the advance of each Consumer Loan has been made in compliance with the then applicable laws, rules and regulations, including, without limitation, with reference to the Consumer Loans entered into pursuant to Articles 121 and followings of the Banking Act, the same Articles 121 and following of the Banking Act, and Law No. 142 of 19 February 1992; and with reference to all Consumer Loan Agreements, Law No. 154 of 17 February 1992, Legislative decree No. 206 of 6 September 2005 and all other laws, rules and regulations relating to consumer protection, usury, anti-money laundering, personal data protection and disclosure, as well as in accordance with the lending policies and procedures adopted by Agos from time to time.
- (v) Each authorisation, approval, consent, license, registration, recording, or any other action which was and/or is required to ensure the validity, legality, enforceability or priority of the rights and obligations of the relevant parties to each Consumer Loan Agreement and each Collateral Security and/or any amendment or supplement thereof, was duly and unconditionally obtained, made or taken by the time of the execution or perfection of each Consumer Loan Agreement or Collateral Security or upon the making of any advances thereunder or when otherwise required under the law for the above purposes.
- (vi) Each Consumer Loan has been fully advanced, disbursed and paid, as evidenced by disbursement receipts, directly to the relevant Debtor or on his account to the Supplier. There is no obligation on the part of Agos to advance or disburse further amounts in connection with any Consumer Loan.
- (vii) Each Supplier is an Eligible Supplier.
- (viii) Each Consumer Loan Agreement comprised in:
  - a. the Pool of Furniture Loans and in the Pool of Special Purpose Loans has been entered into substantially in the form of Agos' standard form agreements attached under Schedule B1(A) or B1(B) to the Warranty and Indemnity Agreement;
  - b. the Pool of New Vehicle Loans and in the Pool of Used Vehicles Loans has been entered into substantially in the form of Agos' standard form agreements attached under Schedule B2 to the Warranty and Indemnity Agreement;
  - c. the Pool of the Personal Loans has been entered into substantially in the form of Agos' standard form agreements attached under Schedule B1(A) or B1(B) to the Warranty and Indemnity Agreement.
- (ix) No Consumer Loan Agreement has been amended after its execution in any manner that could substantially prejudice the representations and warranties given by Agos under the Warranty and Indemnity Agreement. Such standard form agreements correctly sets out the Principal Component, the Interest Component and the Expenses Component payable in respect of each Consumer Loan.
- (x) Each Consumer Loan Agreement and each Collateral Security and/or any amendment or supplement thereof different from those dedicated to the purchase of services and goods, or, to the best of Agos knowledge, each Consumer Loan Agreement and each Collateral Security and/or any amendment or supplement thereof dedicated to the purchase of services and goods was entered into and executed

without any misrepresentation (*errore*), violence (*violenza*) or wilful misconduct (*dolo*) or undue influence by or on behalf of Agos or any of its directors (*amministratori*), managers (*dirigenti*), officers (*funzionari*) and/or employees (*impiegati*) which would entitle the relevant Debtors to a grounded claim (*pretesa fondata*) against Agos for misrepresentation (*errore*) under Articles 1427 *et seq.* of the Italian Civil Code, violence (*violenza*) under Articles 1434 and following of the Italian Civil Code or willful misconduct (*dolo*) or undue influence under Articles 1439 and following of the Italian Civil Code.

- (xi) Each Collateral Security is existing and has been duly granted, created, perfected and maintained and remains valid and enforceable in accordance with the terms upon which it was granted and meets all requirements under all applicable laws and regulations.
- (xii) Agos has not (whether in whole or in part) cancelled, released, reduced or waived or consented to reduce, waive or cancel any guarantee, surety, pledge, collateral and/or other security interest constituting a Collateral Security, except as a result of the full or partial repayment of the Consumer Loan. No Consumer Loan contains any provisions entitling the relevant Debtor(s) to any cancellation, release or reduction of the relevant Collateral Security other than where and to the extent this is required under any applicable law and/or regulation.
- (xiii) Each Receivable is fully and unconditionally owned by and available directly to Agos and is not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charge in favour of any third party (including any company belonging to Agos' group) and is freely transferable to the Company. Agos holds direct, sole and unencumbered legal title to (i) each of the Initial Receivables and the Subsequent Receivables (other than the Extinguished Receivables) and (ii) any other right, title and interest (other than those provided for under (i) above) deriving from each Consumer Loan and has not assigned (also by way of security), participated, transferred or otherwise disposed of any of the (i) Initial Receivables and the Subsequent Receivables (other than the Extinguished Receivables) or otherwise created or allowed the creation or constitution of any lien or charge in favour of any third party.
- (xiv) The Principal Amount Outstanding of each Initial Receivable as of the First Valuation Date is correctly set forth in Schedule D to the Master Transfer Agreement. The list of Consumer Loans attached as schedule D to the Master Transfer Agreement is an accurate list of all of the Consumer Loans from which the Initial Receivables derive, specifying any Collateral Security granted and the relevant Individual Purchase Price, and all information contained in such list is true and correct in all material respects. The Principal Amount Outstanding of each Subsequent Receivable as of the relevant Cut-Off Date will be correctly set forth in schedule A to the relevant Purchase Notice. The list of Consumer Loans that will be attached as Schedule A to each Purchase Notice will be an accurate list of all of the Consumer Loans from which the relevant Subsequent Receivables will derive and will specify any Collateral Security granted, the Individual Purchase Price for each Subsequent Receivable, and all the information contained therein will be true and correct in all material respects.
- (xv) Agos has not, prior to the First Purchase Date, with respect to the Initial Receivables (other than the Extinguished Receivables), or the relevant Purchase Date, with respect to the Subsequent Receivables (other than the Extinguished Receivables) purchased on such date, relieved or discharged any Debtor from its obligations or subordinated its rights to the Receivables to the rights of other creditors, or waived any of its rights, except in relation to payments made in an amount sufficient to satisfy the relevant Receivables or except where and to the extent this was required in accordance with mandatory Italian laws and regulations.
- (xvi) The transfer of the Receivables to the Company under the Master Transfer Agreement does not prejudice or vitiate the obligations of the Debtors regarding payment of the outstanding amounts of



the Receivables, nor does it impair or affect the validity and enforceability of the rights and obligations arising out of the Consumer Loan Agreement and the Collateral Securities, nor is any consent required from the Debtors, under the terms of the Consumer Loan Agreements or any other agreement, deed or document relating thereto, in respect of the transfer of the Receivables to the Company.

- (xvii) The Receivables are not secured by any security interest that is not transferred to the Company pursuant to the Master Transfer Agreement.
- (xviii) With the exception of the Servicing Agreement and save as provided in the Collection Policies, no servicing or pooling agreement has been entered into by Agos in relation to any of the Consumer Loans and/or any Receivables which will be binding on the Company or which may otherwise impair or affect in any manner whatsoever the exercise of any of its rights in respect of the Receivables and the Collateral Security.
- (xix) No Consumer Loan falls within the definition of a restructured debt (*credito ristrutturato*) or is in the process of being restructured (*credito in corso di ristrutturazione*) under, and within the meaning of, Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza*).
- (xx) Agos has maintained in all material respects complete, proper and up-to-date books, records, data and documents relating to the Consumer Loans, all Instalments and any other amounts to be paid or repaid thereunder, and all such books, records, data and documents are kept by Agos or by any entity duly appointed by Agos.
- (xxi) All Taxes, duties and fees of any kind, required to be paid by Agos under each Consumer Loan Agreement from the date of disbursement, as well as with respect to the creation and preservation of any Collateral Security and the execution of any other agreement, deed or document or the performance and fulfilment of any action or formality relating thereto, have been duly paid by Agos.
- (xxii) The rates of interest relating to the Consumer Loans, as specified in schedule D to the Master Transfer Agreement with reference to the Initial Receivables and in schedule A to the relevant Purchase Notice with reference to each Subsequent Receivable have at all times been applied and will at all times be applied in accordance with the laws applicable from time to time (including, but not limited to, the Usury Law, if applicable).
- (xxiii) The payment of the Instalment due under each Consumer Loan is effected either (i) by post transfer; (ii) by directly debiting the Debtor's bank accounts by RID.
- (xxiv) Each insurance premium due by Agos in relation to the Financed Insurance Policies has been fully, duly and timely paid by Agos to the relevant Insurance Company, with regard to the Initial Receivables, as at the First Valuation Date, and, with regard to the Subsequent Receivable, as at the Cut-Off Date immediately preceding the Purchase Date of the relevant Receivable.
- (xxv) No Debtor is entitled to exercise any right of withdrawal (except where contractually provided for or as otherwise provided under the relevant provisions of the Italian Civil Code, the Banking Act and Legislative decree No. 206 of 6 September 2005), rescission, termination, counterclaim, set-off, or grounded defence to, or in respect of, the operation of any of the terms of any of the Consumer Loans or Collateral Securities and/or any amendment or supplement thereof, or in respect of any amount payable or repayable thereunder, it being understood that, to the best of Agos' knowledge, no such right or claim has been asserted against Agos. There are no current, pending or, to the best of Agos' knowledge, threatened arbitrations or judicial proceedings in respect of or in relation to the Consumer Loan Agreements and/or the Receivables that could involve an adverse change, or any development reasonably likely to involve an adverse change, in the condition (financial or other) or

general affairs of Agos.

- (xxvi) Agos has no knowledge of any fact or matter which might cause a non-reimbursement or a delayed reimbursement of any of the Consumer Loans.
- (xxvii) The transfer by any Debtor of any Collateral Security or any claim as a security in respect of the Consumer Loans in favor of Agos is valid and enforceable among the parties.
- (xxviii) The Initial Receivables meet, as at the First Valuation Date, and the Subsequent Receivables will meet, as at the Cut-Off Date immediately preceding the relevant Purchase Date, the Criteria.
- (xxix) The Consumer Loans do not violate any provision under articles 1283, 1345 and 1346 of the Italian Civil Code.
- (xxx) To the best of Agos's knowledge, no Debtor is subject to any Insolvency Proceeding.
- (xxxi) with reference to the Consumer Loan Agreements entered into pursuant to articles 121 and followings of the Banking Act, article 42 of Legislative Decree 6 september 2005 n. 206 is not applicable to the Initial Receivables and will not be applicable to the Subsequent Receivables.
- (xxxii) Agos has complied with all the required disclosure requirements provided for by articles 123 with reference to the Consumer Loan Agreements entered into pursuant to articles 121 and followings of the Banking Act, and 116 of the Banking Act with reference to any Consumer Loan Agreement.
- (xxxiii) with reference to the Consumer Loan Agreements entered into pursuant to articles 121 and followings of the Banking Act, the T.A.E.G. specified by Agos under the Consumer Loans has been calculated by it in compliance with article 122 of the Banking Act.
- (xxxiv) The Consumer Loan Agreements have been drafted and entered into in compliance with the provisions of article 117, paragraphs 1 and 3, of the Banking Act.
- (xxxv) The Consumer Loan Agreements entered into pursuant to articles 121 and followings of the Banking Act are compliant with the provisions of article 124 of the Banking Act.
- (xxxvi) The Consumer Loans Agreements provide for prepayment penalty fees which comply with applicable laws and regulations and with the measures adopted by the Italian inter-ministerial committee for credit and savings (**CICR**) and are legally binding on the Debtors.
- (xxxvii) The Consumer Loan Agreements do not contain unfair terms (*clausole vessatorie*) against consumers, as defined under article 1469bis of the Italian Civil Code.
- (xxxviii) The Receivables (other than the Extinguished Receivables) have specific objective common elements so as to constitute homogenous monetary receivables identifiable as *a pool (crediti pecuniari individuabili in blocco)* and, as such, the transfer of the Receivables (other than the Extinguished Receivables) to the Company is compliant with the Securitisation Law.
- (xxxix) Agos has selected the Initial Receivables on the basis of, and in accordance with, the Specific Criteria and the General Criteria. Without prejudice to the provisions of Article 11.2 of the Master Transfer Agreement, there are: (i) no Initial Receivables to which Agos holds legal title which meet the Specific Criteria and the General Criteria and should, accordingly, have been listed in Exhibit D to the Master Transfer Agreement and have not been included therein and (ii) no Initial Receivables listed in Exhibit D to the Master Transfer Agreement which do not meet the General Criteria or the relevant Specific Criteria.
- (xl) Agos shall select, from time to time, the Subsequent Receivables on the basis of, and in accordance

with, the General Criteria and the relevant Specific Criteria. Without prejudice to the provisions of Article 11.3 of the Master Transfer Agreement, there will be: (i) no Subsequent Receivables to which Agos holds legal title which meet the Criteria and should, accordingly, be listed in Exhibit 1 to the applicable Purchase Notice and will not be included therein and (ii) no Subsequent Receivables listed in Exhibit 1 of the applicable Purchase Notice which will not meet the Criteria.

Under the terms of the Warranty and Indemnity Agreement, the representations and warranties shall be given (a) by the Originator with reference to (i) the First Purchase Date and the Issue Date, in relation to the Initial Receivables and (ii) the relevant Purchase date, in relation to the relevant Subsequent Receivables. The representations and warranties thereunder, together with the relevant indemnity obligations, shall remain valid and effective until the Cancellation Date. Any claim for indemnity submitted prior to the expiry of such period shall remain valid until such claim is settled and paid in full. The Warranty and Indemnity Agreement expressly excludes any obligation of the Issuer to make any claim thereunder within a different limitation period.

Pursuant to the Warranty and Indemnity Agreement, the Originator has agreed to indemnify and hold harmless the Issuer, its directors, officers, agents or employees or any of its permitted assignees from and against any and all damages, losses, costs and expenses (including, but not limited to, legal expenses and applicable VAT) incurred by any of them as a result of the following events:

- (a) a material breach by Agos of any of its undertakings and obligations under the Warranty and Indemnity Agreement or any other Transaction Document, unless otherwise indemnified pursuant to indemnity provisions of other Transaction Documents to which it is a Party;
- (b) any representation or warranty given by Agos under the Warranty and Indemnity Agreement being false, incomplete or incorrect, in a manner which could negatively affect the collection or recovery of the relevant Receivables;
- (c) waiver by Agos of any of its rights under the Consumer Loans Agreements;
- (d) any claim or defense raised by a Debtor against the Company in connection with, or as a consequence of, any failure or default by the Supplier of the goods or services which are financed under any Consumer Loan Agreement.

The Issuer shall submit to the Originator any claim for indemnity in writing, stating the grounds for such claim and the Originator may, within thirty Business Days from the receipt of such claim, submit any objection thereto and, in the absence of any objection, the amount claimed by the Issuer shall be deemed accepted by the Originator. If an objection by the Originator is raised and not resolved within thirty Business Days, the parties may: (a) appoint an internationally recognised accounting firm which shall determine the amount of damages, losses, claims, liabilities, costs and expenses due to the Issuer under Clause 4.1 of the Warranty and Indemnity Agreement, if the objection relates to a question of fact mere valuation matters; or (b) submit the matter to arbitration, if the objection regards a question of law or if the parties fail to agree on the nature of the objection.

The Issuer has given certain representations and warranties to the Originator in relation to its due incorporation, solvency and due authorisation, execution and delivery of the Warranty and Indemnity Agreement and the Master Transfer Agreement. Clause 6 of the Warranty and Indemnity Agreement contains an undertaking by the Issuer to indemnify the Originator from and against any and all damages, losses, claims, liabilities, costs and expenses incurred by any such party arising from any representations and/or warranties made by the Issuer thereunder being false, incomplete or incorrect. The Issuer is entitled to contest any indemnity claim requested by the Originator and any dispute in relation thereto shall be settled in accordance with the Rules of the Chamber of National and International Arbitration of Milan.

The Warranty and Indemnity Agreement provides that the obligations of the Issuer to make any payments thereunder shall be limited to the lesser of the nominal amount due and the amount which may be applied by the Company in making such payment in accordance with the Priority of Payments and to the extent of the Issuer Available Funds. The Originator acknowledges that any amount that remains unpaid upon completion of all the procedures for the collection and recovery of the relevant Receivables or, in any event, on the Cancellation Date, shall be cancelled.

### **Description of the Servicing Agreement**

On 25 September, 2009, the Issuer and the Servicer entered into the Servicing Agreement, pursuant to which the Servicer has agreed to administer and service the Receivables, including the collection of, and the management of judicial proceedings in relation to, the Receivables on behalf of the Issuer.

The receipt of cash collections in respect of the Receivables is the responsibility of the Servicer who will act pursuant to article 2.6 of the Securitisation Law and accordingly, is also responsible for ensuring that such operations comply with the provisions of the law and of this Prospectus. The Servicer acknowledges that the Receivables are the subject of the Securitisation and undertakes to perform its obligations under the Servicing Agreement in the interests of the Noteholders and of the Representative of the Noteholders (in its capacity as “*soggetto incaricato della tutela degli interessi dei Portatori dei Titoli*”).

Pursuant to the terms of the Servicing Agreement, the Servicer shall be responsible for, *inter alia*, the following activities:

- (a) management, administration and collection of the Receivables and issuance of the relating receipts;
- (b) with regards any Defaulted Receivable, any activity related thereto, including the enforcement of the relevant securities, the negotiation of any settlement agreement, the bringing of legal proceedings or the appearing in pending legal proceedings or, as the case may be, the commencement of insolvency proceedings, exercising the utmost diligence in administering and recovering the Defaulted Receivables, in compliance with the provisions of the Servicing Agreement; and
- (c) taking all necessary action to safeguard the Issuer’s claims, including all actions to maintain the security and for the continuation of the Financed Insurance Policies and the Agos Insurance Policies.

Any act taken by the Servicer in connection with the administration and collection of the Receivables and any Defaulted Receivables must be in compliance with the Collection Policy, prudent banking practice and all applicable laws and regulations. In particular, the Servicer undertakes not to enter into any agreement or settlement and not to grant any moratoria or payment deferral in relation to the Receivables, and not to waive in whole or in part any Receivable (including claim for interest and penalties) except in compliance with the provisions of the Collection Policy.

The Servicer may delegate to one or more entities specific activities related to the management and the collection of the Receivables, it being understood that the Servicer will maintain in any case full liability for its undertakings under the Servicing Agreement. The activities which are deemed to be already delegated pursuant to the Collection Policy will not need the consent of the Issuer and the Representative of the Noteholders and the appointed agent shall be chosen in a way that there may not arise any conflict of interest, even if potential, between such agent and the Company.

According to Clause 4.2 of the Servicing Agreement, all amounts collected in respect of the relevant Receivables shall be credited by the Servicer to the Collection Account (i) with reference to the Collections

paid to the Servicer through the RID method, no later than the Local Business Day following the day in which such Collections have been credited on Agos's accounts; (ii) with reference to the Collections paid to the Servicer through "*Bollettino Postale Prestampato*" (as defined in the Servicing Agreement) no later than the earlier of (a) the Local Business Day following the day in which the relevant Collection has been allocated by the Servicer to the Receivables pursuant to the Collection Policy, and (b) the fourth Local Business Day following the collection of the "*Bollettino Postale Prestampato*"; and (iii) with reference to any other Collections or amounts received or recovered in relation to the Receivables, different from the collections described in the preceding points (i) and (ii), no later than the Local Business Day following the day in which the relevant Collection has been allocated by the Servicer to the Receivables pursuant to the Collection Policy.

Pursuant to the Servicing Agreement, the Servicer may re-negotiate the terms of individual Consumer Loan Agreements, including the relevant prepayment modalities with a view to maintaining on-going client relationship between the Debtors and the Originator and to avoid discriminations between the Debtors and the other clients of the Originator and as long as (i) the number of Receivables being renegotiated does not exceed 2% of all the Receivables transferred to the Issuer under the Securitisation, and (ii) the last Instalment of the renegotiated Consumer Loans shall be due on a date falling on or before the Final Maturity Date.

According to Clause 4.4 of the Servicing Agreement, Agos has undertaken to indemnify the Issuer in the event that any bank with which Agos has opened an account ("**Agos's Banks**") and the Debtors pay the amounts due under the Receivables (i) becomes subject to bankruptcy or insolvency proceedings or a resolution is passed for its winding-up or liquidation, (ii) carries out any action for the purpose of rescheduling its own debts in full or in respect of a material portion thereof, or postponing the maturity dates thereof, enters into any extrajudicial arrangement with all or a material portion of its creditors, files any petition for the suspension of its payments or any court grants a moratorium for the fulfilment of its debts or the enforcement of the securities securing its debts. Upon the occurrence of the circumstance set out under item (i) or (ii), Agos has undertaken to promptly give a written notice to the Issuer and the Representative of the Noteholders and to credit all amounts standing to the credit of the relevant Agos's Bank (and which are not transferred in accordance with the above mentioned Clause 4.2 of the Servicing Agreement) to the General Account. Agos has also undertaken to instruct the relevant Debtor to pay any amounts under the Receivables to any other Agos's Banks.

According to Clause 4.5 of the Servicing Agreement in the case the rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations of Agos falls below the Servicer Minimum Rating, Agos shall:

- (i) procure to the Issuer, also for the benefit of the Noteholders, a guarantee from a bank having at least the Minimum Rating (the "**Commingling Guarantee**"); or
- (ii) credit the Commingling Account of the Commingling Reserve Required Amount

in order to secure the payment obligations of Agos as Servicer under Clause 4 of the Servicing Agreement. Upon the occurrence of a Servicer Event, the Issuer shall have the right to demand payment under the Commingling Guarantee for an amount equal to the Commingling Loss Amount.

In consideration for the services provided by the Servicer under the Servicing Agreement, the Issuer will pay in arrear to the Servicer, on each Payment Date: (a) a management and collection fee calculated pursuant to the following formula:  $0,5\% \text{ per cent.} * (\text{number of calendar days of the Interest Period preceding such Payment Date}/360) * (\text{the Receivables Eligible Outstanding Amount as of the Calculation Date preceding the Payment Date immediately preceding such Payment Date, it being understood that, with reference to the first Payment Date, the Receivables Eligible Outstanding Amount will be calculated as of the Issue Date})$ ; and (b) a recovery fee equal to 6% per cent. of the Collections made in respect of any Defaulted Receivables during the Quarter Reference Period preceding such Payment Date.

Under the terms of the Servicing Agreement, the Servicer shall prepare and deliver, before each Report Date, a report (the “**Servicer’s Report**”), drafted in accordance with form of Servicer’s Report determined in the Servicing Agreement, to the Issuer, the Representative of the Noteholders, the Securitisation Administrator, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer and the Rating Agency, provided that, if during the Purchase Period the Originator has notified to the Servicer that it intends to exercise the Sale Option on the Purchase Notice Date immediately succeeding such Report Date, the Servicer shall furthermore supply the information relevant to the Subsequent Portfolio to be acquired. The Servicer shall furthermore supply to the Issuer and/or the Calculation Agent and/or the Securitisation Administrator and/or the Representative of the Noteholders such additional information reasonably requested by each of them in relation to the Receivables and legal proceedings relating thereto, subject to compliance with confidentiality obligations and more in generally, other applicable provisions.

A firm of internationally recognised auditors acceptable to the Representative of the Noteholders shall prepare on any Audit Date a report (the “**Audit Report**”), in relation to the information and data contained in a Servicer’s Report previously selected by the Calculation Agent. The Audit Report shall indicate, *inter alia*, the verification procedures adopted and shall be sent to the Issuer, the Servicer, the Representative of the Noteholders, the Calculation Agent, the Securitisation Administrator and the Rating Agency.

The Issuer and the Representative of the Noteholders are entitled to examine and inspect documentation and records relating to the Receivables and to take copies thereof in order to monitor the activities performed by the Servicer pursuant to the Servicing Agreement, provided a 5 Local Business Days prior notice is given to the Servicer (unless in the event of material breach by the Servicer in which case no notice will be required).

Under the terms of the Servicing Agreement, the Issuer may, at its absolute discretion, without prejudice to any other rights which it may have under the Servicing Agreement and the prior written approval of the Representative of the Noteholders) (or shall, in case the Representative of the Noteholders requests the Issuer to do so), terminate the Servicer’s appointment, upon the occurrence of any of the following events:

- (i) an administrator, administrative receiver or liquidator of the Servicer is appointed or the Servicer becomes subject to any bankruptcy proceeding or application by the Servicer is made for the commencement of any such proceeding;
- (ii) breach by Servicer of any obligation under the Servicing Agreement in a manner such as to seriously prejudice the administration, collection and/or recovery of the Receivables and not remedied within 10 days from the receipt of the relevant notice from the Issuer or the Representative of the Noteholders;
- (iii) failure to receive the Audit Report within 30 Business Days from the due date, being such failure attributable to the Servicer, or receipt of an Audit Report on which the Representative of the Noteholders gives its negative evaluation to be motivated and delivered in writing within 1 Business Day from the relevant request;
- (iv) failure to receive the Servicer’s Report and/or the Summary Report within 7 Business Days from the due date, for a cause which may be attributed to the Servicer, or reception of an incomplete Servicer’s Report and/or the Summary Report;
- (v) breach of any representation or warranty given by Agos under Clause 13 of the Servicing Agreement;
- (vi) breach by the Servicer, attributable to it, of its obligation to transfer sums received in connection with the Receivables to the Collection Account;
- (vii) failure by Agos to indemnify the Issuer in accordance with Clause 4.4 of the Servicing Agreement; or
- (viii) breach by the Servicer, of its obligations to procure the Commingling Guarantee or to Credit the Commingling Account pursuant to Clause 4.5 of the Servicing Agreement.

- (ix) Agos ceases to be a financial intermediary institution supervised pursuant to article 107 of the Banking Act, if, at the time Agos ceases to be a financial intermediary registered to the special register set by article 107 of the Banking Act, such enrollment is still a necessary requirement to carry on any servicing activity.

The Issuer must notify its intention to terminate the Servicer's appointment to the Representative of the Noteholders and the Rating Agency, indicating the party which shall substitute the outgoing Servicer. The appointment of the substitute Servicer shall be subject to the prior written approval of the Representative of the Noteholders.

Any substitute Servicer must comply with certain features set forth in the Servicing Agreement. The agreement to be entered into between the Issuer and the substitute Servicer shall contain the same terms and conditions of the Servicing Agreement, together with any other provisions which the parties deem necessary or which are requested by the Representative of the Noteholders and shall become enforceable upon confirmation by S&P that the provisions of the new Servicing Agreement do not adversely affect the rating of the Senior Notes. The substitute Servicer's remuneration shall be determined on the basis of market terms and conditions. Under the terms of the Servicing Agreement, the Servicer has undertaken to, in the event of its resignation or termination of its appointment and at the expense of the Issuer, take all action reasonably necessary to enable its successor to perform its activities in an efficient manner and shall provide all necessary assistance and collaboration.

Under the terms of the Servicing Agreement, the Servicer shall indemnify the Issuer against any damages, loss, civil liability, cost, expense or claim (including fees and legal expenses) which the Issuer may incur as a consequence of: (a) the breach by the Servicer of one or more provisions of the Servicing Agreement; (b) the termination of the Servicer's appointment pursuant to the terms of the Servicing Agreement; and (c) the exercise or safeguard of any right of the Issuer as a result of any breach by the Servicer from time to time, except where such damage, loss, liability, cost, expense or claim is exclusively attributable to the gross negligence (*colpa grave*) or willful misconduct (*dolo*) of the Issuer.

The Servicer has agreed that any claim for payment of sums due from the Issuer under the Servicing Agreement will be limited to the lesser between the amount of such claim and the funds available to satisfy such claim, in accordance with the applicable Priority of Payments set forth in the Intercreditor Agreement. Any amount that remains unpaid upon completion of all the procedures for the collection and recovery of the Receivables or, in any event, on the Cancellation Date, shall be cancelled.

The Servicing Agreement is governed by Italian law and any disputes arising in respect of the Servicing Agreement shall be settled pursuant to the rules of the Chamber of National and International Arbitration of Milan.

### **Description of the Cash Allocation, Management and Payments Agreement**

On or before the Issue Date, the Issuer entered into the Cash Allocation, Management and Payments Agreement with the Representative of the Noteholders, the Securitisation Administrator, the Account Bank, the Principal Paying Agent, the Calculation Agent, the Listing Agent and the Cash Manager.

Pursuant to the Cash Allocation, Management and Payments Agreement:

- the Account Bank agrees to provide the Issuer with certain account handling and reporting services in relation to the monies from time to time standing to the credit of the Issuer Accounts as well as to effect on behalf of the Issuer certain payments out of the funds credited to such Issuer Accounts;
- the Securitisation Administrator acknowledges and accepts to provide the Issuer with certain supervisory and reporting services in relation to the purchase of any Subsequent Portfolios by the

Issuer and the occurrence of any Early Termination Event as set under the Master Transfer Agreement;

- the Calculation Agent agrees to provide the Issuer with certain calculation and reporting services;
- the Principal Paying Agent agrees to instruct the Account Bank to effect on behalf of the Issuer payments of interest and/or principal on the Notes out of the funds credited to the General Account;
- the Cash Manager agrees to instruct the Account Bank to invest the balance standing to the credit of the Issuer Accounts (except for the Expenses Account and the Collateral Account) in Eligible Investments; and
- the Listing Agent agrees to make available to the Principal Paying Agent certain information for the maintenance of the records of the latter.

On or prior to each Calculation Date, and, after the delivery of a Trigger Notice, also upon request by the Representative of the Noteholders, the Calculation Agent shall deliver to the Issuer, the Representative of the Noteholders, the Principal Paying Agent, the Cash Manager, the Calculation Agent, the Rating Agency, Monte Titoli, the Account Bank, each Guarantee Provider, the Hedging Counterparty, the Corporate Servicer and the Servicer a copy of the Payments Report or of the Post Enforcement Report as applicable.

The Cash Allocation, Management and Payments Agreement contains representations and warranties of the The Issuer, the Representative of the Noteholders, the Listing Agent, the Securitisation Administrator, the Account Bank, the Calculation Agent, the Cash Manager, the Principal Paying Agent in respect of, *inter alia*, their corporate status, powers and authorisations and the due execution and delivery of the Cash Allocation, Management and Payments Agreement.

None of the Securitisation Administrator, the Account Bank, the Calculation Agent, the Principal Paying Agent, the Listing Agent and the Cash Manager (any, an “**Agent**”) shall be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by any other party as a result of the performance of their respective obligations under the Cash Allocation, Management and Payments Agreement save where such loss, liability, claim, expense or damage is suffered or incurred as a result of any fraud, gross negligence or wilful misconduct of the relevant part (or any of their respective agents, delegates or representatives), or of any breach by them (or such agents, delegates or representatives) of the provisions of the Cash Allocation, Management and Payments Agreement.

Any Agent will be entitled to resign at any time from their appointment under the Cash Allocation, Management and Payments Agreement upon giving not less than three months’ prior notice of termination to the Issuer (with a copy to the Representative of the Noteholders), provided that no such resignation shall take effect until a successor has been duly appointed.

The Issuer may (with the prior written approval of the Representative of the Noteholders) revoke the appointment of any Agent by giving not less than 30 days’ notice to that effect to such Agent, provided that such revocation shall not take effect until a successor has been duly appointed.

The Issuer shall immediately terminate the appointment of any Agent if:

- (a) such Agent becomes incapable of acting,
- (b) a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any part of the undertaking, assets and revenues of such Agent,
- (c) such Agent is subject to Insolvency Proceedings or admits in writing its insolvency or inability to pay its debts as they fall due,



(d) an administrator or liquidator of such Agent or the whole or any part of the undertaking, assets and revenues of such Agent is appointed (or application for any such appointment is made),

(e) such Agent takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness,

(f) the rating of the Account Bank is downgraded to a rating which is lower than the Minimum Rating; in such case the Account Bank shall promptly notify to the Issuer and the other Agents any downgrading under the Minimum Rating. The Issuer, within 30 calendar days from the date on which such downgrading has occurred: (i) shall terminate the appointment of the Account Bank with the effect from the date on which the relevant successor will be appointed; the successor to the Account Bank (which shall have the Minimum Rating) shall be appointed by the terminated account Bank, provided that such successor Account Bank shall have to become a party to the Intercreditor Agreement and the other relevant Transaction Documents; and (ii) immediately withdraw all amounts or securities credited to (or deposited with) the Issuer Accounts held with the terminated Account Bank and transfer them to accounts opened in the name of the Issuer with an Eligible Institution. Any cost and expense should arise from the termination of the appointment of the Account Bank pursuant to this Clause 15.3 (f) shall be borne by the by the Account Bank, which shall have a right of recourse against the Originator in order to recover such costs and expenses ,

(g) an order is made or an effective resolution is passed for the winding-up of such Agent, or

(h) any event occurs which has an analogous effect to any of the foregoing.

The Issuer (with the prior written approval of the Representative of the Noteholders) may appoint a successor agent or additional agents substantially on the same terms and conditions of the Cash Allocation, Management and Payments Agreement. The newly appointed Account Bank shall have the Minimum Rating.

If a successor has not been duly appointed, the relevant Agent may itself, following such consultation with the Issuer as it is practicable, with the prior written approval of the Representative of the Noteholders and with written confirmation from the Rating Agency that such appointment shall not negatively affect the credit rating of any of the then existing Senior Notes, appoint as its successor any reputable and duly authorised institution.

Pursuant to the terms of the Cash Allocation, Management and Payments Agreement the Issuer may in any circumstances and subject to the prior written approval of the Representative of the Noteholders, revoke the appointment of any of the Securitisation Administrator, the Account Bank, the Calculation Agent, the Principal Paying Agent, the Listing Agent and/or the Cash Manager to such party, provided that, *inter alia*, a substitute therefor has been appointed and notice of such appointment has been given to the Noteholders.

The Cash Allocation, Management, Payment and Agency Agreement will be governed by Italian law and all disputes arising thereunder shall be settled by arbitration pursuant to the International Arbitration Rules of the Chamber of National and International Arbitration of Milan.

### **Description of the Intercreditor Agreement**

On or before the Issue Date, the Issuer entered into the Intercreditor Agreement with the Issuer Creditors, pursuant to which the parties thereto agreed to the order of priority of payments to be made out of the Issuer Available Funds.

Each new or additional party to a Transaction Document shall accede to the Intercreditor Agreement and shall be deemed to make certain acknowledgements provided for thereunder. In particular, each such new or additional party shall in particular accept all subordination, limited recourse and non petition provisions.

The obligations owed by the Issuer to each Noteholder and to each of the Other Issuer Creditors will be limited recourse obligations of the Issuer. The Noteholders and the Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer Available Funds, subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

Under the terms of the Intercreditor Agreement the Issuer has undertaken, upon the occurrence of a Trigger Event, to comply with all directions of the Representative of the Noteholders in relation to the management and administration of the Receivables. The Noteholders, represented by the Representative of the Noteholders, and the Other Issuer Creditors have irrevocably appointed, *inter alia* following the service of a Trigger Notice, the Representative of the Noteholders to exercise all of their rights towards the Issuer under the Transaction Documents, to receive in their name and on their behalf all payments to be made by the Issuer to each of them under the Transaction Documents and to apply all Issuer Available Funds and any amounts received from the Issuer in their name and on their behalf in accordance with the Post-Enforcement Priority of Payments in accordance with the Conditions .

The Intercreditor Agreement furthermore provides that following the service of a Trigger Notice, the Representative of the Noteholders shall be entitled to instruct the Issuer to dispose, in whole or in part, one or more relevant Portfolio(s), provided that a reputable financial institution chosen by the Representative of the Noteholders has given a written confirmation that the proposed sale price is fair.

The Intercreditor Agreement is governed by Italian law and all disputes arising thereunder shall be settled by arbitration pursuant to the International Arbitration Rules of the Chamber of National and International Arbitration of Milan.

### **Description of the Security Documents**

On or before the Issue Date, the Issuer has executed an Italian Deed of Pledge pursuant to which the Issuer has granted in favour of the Noteholders and the Other Issuer Creditors (in each case, existing as of the Issue Date), a first priority pledge over: (a) all monetary claims and rights in, to and under, and all the amounts to which the Issuer is or will be entitled pursuant to the Italian Law Transaction Documents to which the Issuer will be a party as of such date and (b) any existing or future monetary claim and right in, to and under Issuer Accounts (except for the Capital Account) and over any sum credited from time to time to the then opened Issuer Accounts (except for the Capital Account).

Following the opening of any of the Product Cash Reserve Account, the Commingling Account, the Securities Account, the Guarantee Account and the Collateral Account with the Account Bank, the Issuer shall sign any necessary deed and execute any necessary formality in order to extend this Pledge to such Issuer Accounts, or to grant a new Pledge over them, regulated in form and substance compliant to the Italian Deed of Pledge.

procure that, following the opening of one or more accounts regulated by Italian law with a bank different from the Account Bank, the Issuer shall procure that such bank executes any document and carry out any activity necessary to grant the extension of this Pledge, or a new pledge materially compliant with the provisions of this Pledge, over such new accounts, in form and substance satisfactory to the Pledges.

The Noteholders and the Other Issuer Creditors shall exercise their rights under the Italian Deeds of Pledge through the Representative of the Noteholders.

By a deed of charge governed by English law and executed by the Issuer on or about the Issue Date (the "**English Deed of Charge**" and together with the Italian Deed of Pledge, the "**Security Documents**") the Issuer, with full title guarantee, as continuing security for the discharge and payment of the Secured Obligations, will assign to the Representative of the Noteholders absolutely, by way of first fixed security, all its Rights, title, interest and benefit from time to time, present and future, in, to, under and in respect of (a) each Hedging Agreement and all documents executed pursuant thereto, (b) any agreement, governed by

English law, constituting an Eligible Investment, or any Eligible Investment governed by English law and all documents executed pursuant thereto and in each case to the extent that such agreement, Eligible Investment or document is not the object of the Italian Deed of Pledge (as may be amended from time to time) or any other pledge entered into by the Issuer from time to time and governed by Italian law and (c) any Further English Law Agreement and all documents executed pursuant thereto to the extent that such agreement or document is not the object of the Italian Deed of Pledge (as may be amended from time to time) or any other pledge entered into by the Issuer from time to time and governed by Italian law.

The Italian Deed of Pledge is governed by Italian law and all disputes arising thereunder shall be settled by arbitration pursuant to the International Arbitration Rules of the Chamber of National and International Arbitration of Milan. The English Deed of Charge is governed by English law and the courts of England shall have exclusive jurisdiction in relation to any disputes in respect thereof, save that the Representative of the Noteholders will have the right to bring proceedings in any other court which has jurisdiction (including the courts of the Republic of Italy).

### **Description Hedging Agreement**

Pursuant to the terms of the Hedging Agreements entered into with the Hedging Counterparty, the Issuer will protect itself against the risks of adverse interest rate movements between the interest on the Portfolio received by the Issuer and the payment obligations of the Issuer with respect to the Notes.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the entire text of the terms and conditions of the Class A Notes and the Class J Notes. References herein to the “holder” of a Class A Note or Class J Note, or to the Class A Noteholders or the Class J Noteholders, are to the ultimate owners of the Class A Notes or Class J Notes, as the case may be, 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) Decree 213/98 and (ii) the Joint Resolution, each as amended and supplemented from time to time (both as defined below). The Noteholders are deemed to have notice of and are bound by, and shall have the benefit of, inter alia, the terms of the Rules of the Organisation of the Noteholders (as defined below).*

SUNRISE S.r.l. (the “**Issuer**”) has established a Consumer Loans Backed Floating Rate Note Securitisation (the “**Securitisation**”) for the issuance of the € 1,912,500,000.00 Class A Limited Recourse Consumer Loans Backed Floating Rate Notes (the “**Class A Notes**” or the “**Senior Notes**”) and the € 637,400,000.00 Class J Limited Recourse Consumer Loans Backed Variable Rate Notes (the “**Class J Notes**” or the “**Junior Notes**”, and together with the Senior Notes, the “**Notes**”).

On 9 June 2006, the Issuer has implemented a Euro 5,000,000,000 Consumer Loans Backed Floating Note Programme (the “**Programme**”), which is unrelated with the issuance of the Notes under this Securitisation.

The Notes will be subject to these terms and conditions (the “**Conditions**”).

Any reference to a “**Class**” of Notes or Noteholders shall be a reference to any, or all of, the respective Class A Notes or Class J Notes, or any or all of their respective holders, as the case may be, and all subsequent references in these Conditions to the “**Notes**” are to the Notes issued and outstanding under the Securitisation.

The net proceeds from the issuance of the Notes will be used by the Issuer to finance the purchase from Agos S.p.A. (“**Agos**” or the “**Originator**”) of receivables and connected rights (the “**Receivables**”), due under consumer loans agreements and personal credit facilities (the “**Consumer Loan Agreements**”) granted to the debtors thereunder by the Originator, pursuant to the terms of a master transfer agreement executed on 25 September, 2009 (the “**Master Transfer Agreement**”). Under the Master Transfer Agreement the Originator has transferred to the Issuer certain Receivables (the “**Initial Receivables**” or the “**Initial Portfolio**”) to be financed out of the net proceeds from the issuance of the Notes; on each Purchase Date, the Originator may, by means of a purchase notice (each a “**Purchase Notice**” and, together with the Master Transfer Agreement the “**Transfer Agreements**”), sell to the Issuer, which shall accept subject to the satisfaction of the relevant Subsequent Portfolios Purchase Conditions (as defined in Condition 1 (*Definitions*) below) subsequent portfolios of Receivables (each a “**Subsequent Portfolio**”) to be financed out of the amounts in principal collected in respect of the Receivables. In these Conditions, the term “**Portfolio**” refers to all the Receivables transferred to the Issuer pursuant to the Securitisation; the term “**Initial Receivables**” means, the receivables included in the Initial Portfolio and the term “**Subsequent Receivables**” means, collectively, the Receivables included in each Subsequent Portfolio.

By a warranty and indemnity agreement entered into on 25 September, 2009 (the “**Warranty and Indemnity Agreement**”) between the Issuer and the Originator, the Originator has given certain representations and warranties in favour of the Issuer in relation to the Receivables and certain other matters, and the Originator will be deemed to give, as of each relevant Purchase Date (as defined in Condition 1 (*Definitions*) below) certain representations and warranties in favour of the Issuer in relation to the Receivables and certain other matters.

By a servicing agreement entered into on 25 September, 2009 (the “**Servicing Agreement**”) between the Issuer and Agos (in such capacity, the “**Servicer**”), Agos, as *soggetto incaricato della riscossione dei crediti ceduti e responsabile della verifica della conformità delle operazioni alla legge e al prospetto informativo* pursuant to Article 2(6) of the Securitisation Law, has agreed to administer and service the Portfolio and to collect and recover any amounts in respect of the Portfolio on behalf of the Issuer.

By an amendment to the corporate services agreement (as amended, the “**Corporate Services**”

**Agreement**) entered into in connection with the Programme between the Issuer and Accounting Partners S.r.l. (the “**Corporate Servicer**”), the Corporate Servicer has agreed to provide to the Issuer certain corporate administrative services also in connection with the Securitisation. The deed of amendment to the Corporate Services Agreement has been entered into on or about the issue date of the Notes (the “**Issue Date**”).

By an agreement entered into on or about the Issue Date among Calyon, Milan Branch as arranger (“**Calyon Milan**” and the “**Arranger**”), CALYON as lead manager (“**CALYON**” and “**Lead Manager**”), CACEIS Bank Luxembourg (“**CACEIS**”) as representative of the Noteholders, the Issuer and the Originator (the “**Senior Notes Subscription Agreement**”), the parties have agreed, *inter alia*, upon the subscription of the Senior Notes by the Senior Notes Subscriber, the price at which the relevant Senior Notes will be purchased, the commissions or other agreed deductibles (if any) payable or allowable in respect of such purchase and the form of any indemnity to the Lead Manager against certain liabilities in connection with the offer and sale of the Senior Notes. The parties have furthermore agreed to appoint, upon the issuance of the Senior Notes, CACEIS as the legal representative of the Senior Noteholders (together in its capacity as legal representative of the Class J Noteholders, the “**Representative of the Noteholders**”). By a further agreement entered into on or about the Issue Date (the “**Class J Notes Subscription Agreement**”) among the Issuer, Agos, Calyon Milan and CACEIS, the parties have agreed, *inter alia*, upon the subscription of the Class J Notes by Agos (the “**Class J Note Subscriber**”) the price at which the Class J Notes will be purchased by the Class J Note Subscriber, the commissions or other agreed deductibles (if any) payable or allowable in respect of such purchase and the form of any indemnity to the Class J Note Subscriber against certain liabilities in connection with the offer and sale of the Class J Notes. Agos as subscriber of the Class J Notes has furthermore agreed to appoint, upon the issuance of the Class J Notes, CACEIS as the legal representative of the Class J Noteholders.

By an agreement (*convenzione*) entered (or to be entered) into prior to the Issue Date between Monte Titoli and the Issuer (the “**Monte Titoli Mandate Agreement**”), Monte Titoli has agreed (or will agree) to provide certain services in relation to the Notes on behalf of the Issuer.

By a cash allocation, management and payments agreement entered into on or about the Issue Date (the “**Cash Allocation, Management and Payments Agreement**”) among the Issuer, Calyon Milan as account bank, principal paying agent, calculation agent, cash manager and as securitisation administrator (the “**Account Bank**”, the “**Principal Paying Agent**” the “**Calculation Agent**”, the “**Cash Manager**” and the “**Securitisation Administrator**”), CACEIS as representative of the Noteholders and as listing agent (in such capacities the “**Listing Agent**”), the Representative of the Noteholders, the Calculation Agent, the Securitisation Administrator, the Account Bank, the Cash Manager, the Listing Agent and the Principal Paying Agent have agreed to provide the Issuer with certain calculation, notification and reporting services together with account handling, cash management and payment services in relation to monies from time to time standing to the credit of the Issuer Accounts; the Principal Paying Agent have agreed, *inter alia*, to make available for inspection such documents as may from time to time be required by the rules of the Stock Exchange in which the Notes will be listed and the Principal Paying Agent has agreed to arrange for the publication of any notice to be given to the Senior Noteholders.

By an intercreditor agreement entered into on or about the Issue Date (the “**Intercreditor Agreement**”) among the Originator, the Corporate Servicer, the Servicer, the Securitisation Administrator, the Arranger, the Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent, the Listing Agent, the Lead Manager, the Hedging Counterparty, the Senior Notes Subscriber, the Class J Notes Subscriber and the Representative of the Noteholders (for itself, also in its capacity as security trustee under the English Deed of Charge (as defined below, and in the name and on behalf of the Noteholders) (all such parties, together with any additional Hedging Counterparty, Commingling Guarantee Provider, subsequent Class J Notes Subscriber and other parties which will accede to the Intercreditor Agreement, the “**Issuer Creditors**”) and the Issuer, provision is made as to the application of the Issuer Available Funds and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise its rights.

By one or more hedging transaction(s) to be documented pursuant to one or more confirmation(s) entered into pursuant to a 1992 ISDA Master Agreement (Multicurrency – Cross Border) as amended and supplemented by a Schedule, each as published by the International Swaps and Derivatives Association, Inc. and dated as of the Issue Date (together, the “**Hedging Agreements**”), the Issuer will protect itself against certain risks (fixed, floating, indexed, currency exchange or otherwise) arising in respect of its obligations

under the Notes.

By an Italian law deed of pledge executed by the Issuer on or about the Issue Date (the “**Italian Deed of Pledge**”) the Issuer has granted to the Issuer Creditors, *inter alia*, a first priority pledge over for the benefit of: (i) the Noteholders, and (ii) the Other Issuer Creditors, over: (a) all monetary claims and rights in, to and under, and all the amounts to which the Issuer is or will be entitled pursuant to the Italian Law Transaction Documents to which the Issuer will be a party as of such date and (b) any existing or future monetary claim and right in, to and under Issuer Accounts (except for the Capital Account) and over any sum credited from time to time to the then opened Issuer Accounts (except for the Capital Account).

Pursuant to an English law deed of charge executed on or about the Issue Date between the Issuer and the Representative of Noteholders (the “**English Deed of Charge**” and together with the Italian Deeds of Pledge, the “**Security Documents**”), the Issuer with full title guarantee, as continuing security for the discharge and payment of the Secured Obligations, will assign to the Representative of the Noteholders absolutely, by way of first fixed security, all its Rights, title, interest and benefit from time to time, present and future, in, to, under and in respect of (a) each Hedging Agreement and all documents executed pursuant thereto, (b) any agreement, governed by English law, constituting an Eligible Investment, or any Eligible Investment governed by English law and all documents executed pursuant thereto and in each case to the extent that such agreement, Eligible Investment or document is not the object of the Italian Deed of Pledge (as may be amended from time to time) or any other pledge entered into by the Issuer from time to time and governed by Italian law and (c) any Further English Law Agreement and all documents executed pursuant thereto to the extent that such agreement or document is not the object of the Italian Deed of Pledge (as may be amended from time to time) or any other pledge entered into by the Issuer from time to time and governed by Italian law. The claims of the Representative of the Noteholders for itself, any receiver appointed by Representative of the Noteholders, the Issuer Creditors rank in accordance with the Priority of Payments set out in the Intercreditor Agreement.

By a quotaholders’ agreement entered into on June 2006, as subsequently integrated (the “**Quotaholders’ Agreement**”) between Agos, the Issuer, Stichting Trustmate 4, and the Representative of the Noteholders call options have been granted by Stichting Trustmate 4 to Agos and Agos has undertaken certain indemnification obligations in favour of the Issuer.

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Collection Account**”) *into which* all the Collection (as defined in Condition 1 (*Definitions*)) collected or recovered by the Servicer from time to time in respect of the Receivables shall be credited, among others, in accordance with the provisions of the Servicing Agreement.

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Purchase Account**”) *into which* all the remaining Principal Available Funds after application of the relevant Priority of Payments under Conditions 5.1.1 (*Priority of Payments prior to the delivery of a Trigger Notice*) and 5.1.3 (*Principal Priority of Payments prior to the delivery of a Trigger Notice*) will be credited, among others, from the General Account on the relevant Purchase Date or on the relevant Payment Date.

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Principal Reserve Account**”) *into which* upon delivery of an Early Termination Event Notice and prior to the Initial Amortising Date, all Principal Payments to be made in respect of the Notes shall be credited

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**General Account**”) *into which* the Account Bank shall, on each Purchase Date or Payment Date, credit, among others (i) any amount debited from the other Issuer Accounts on such date and (ii) the following amounts:

- (i) the amounts paid by each of the Hedging Counterparties;
- (ii) the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price (if any) paid by the Originator and any purchase price paid by the Originator under clause 16 of the Master Transfer Agreement;

- (iii) any amount paid by Agos under the Warranty and Indemnity Agreement;
- (iv) any amount paid by any Commingling Guarantee Provider pursuant the Commingling Guarantee to indemnify the Issuer of any breach by Agos of its obligations under the clauses 4.2, 4.3 and 4.5 of the Servicing Agreement; and
- (v) any amount paid by the Servicer pursuant to Clause 5.2 of the Servicing Agreement.

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Cash Reserve Account**”) *into which*, among others, (a) on the Issue Date, the Initial Cash Reserve Amount shall be credited and (b) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date, the Interest Available Funds shall be credited in accordance with Condition 5.1.2 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*)).

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Expenses Account**”) *into which* among others, on the Issue Date and on each Payment Date, the amount necessary to ensure that the balance of the Expenses Account (without considering any interest accrued or net proceeds of the Eligible Investments) is equal to the Expenses Reserve Required Amount shall be credited.

A Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Defaulted Account**”) *into which* on each Payment Date the Interest Available Funds shall be credited in accordance with Condition 5.1.2 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*).

If required, a Euro denominated account has been established in the name of the Issuer with the Account Bank (the “**Product Cash Reserve Account**”) *into which*, among others, on the Payment Date immediately following the receipt by the Issuer of the notice sent by the Originator under clause 4.9 of the Master Transfer Agreement, the amount necessary to ensure that the balance of the Product Cash Reserve Account (without considering any interest accrued or net proceeds of the Eligible Investments) is equal to the Product Reserve Required Amount as determined by reference to the Calculation Date immediately preceding such Payment Date.

If required, a Euro denominated account shall be established in the name of the Issuer with the Account Bank (the “**Guarantee Account**”) *into which* any amount paid by any Commingling Guarantee Provider pursuant to Clause 5 of any Commingling Guarantee shall be credited.

If required, a Euro denominated account shall be established in the name of the Issuer with the Account Bank (the “**Commingling Account**”) *into which* any amount paid by Agos pursuant to the terms of the Servicing Agreement, in order to cover a portion or the entire amount of the commingling risk associated thereto shall be credited.

If required, a deposit account shall be established in the name of the Issuer with the Cash Manager (the “**Securities Account**”) *into which* any Eligible Investment consisting of securities and/or financial instruments shall be deposited.

If required, a deposit account shall be established in the name of the Issuer with the Cash Manager (the “**Collateral Account**”) may be established in the name of the Issuer, which shall be operated in compliance with article 11.5 of the Intercreditor Agreement.

A Euro denominated account has been established in the name of the Issuer with Calyon S.A., Milan Branch (the “**Capital Account**”) and *into which* the corporate capital of the Issuer has been credited in relation to the constitution of the Issuer, in connection with the Programme.

Detailed provisions on the operation of the Issuer Accounts (as defined in Condition 1 (*Definitions*)) are set out in the Cash Allocation, Management and Payments Agreement.

The provisions of these terms and conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents (as defined below). Copies of the Transaction Documents will be

available for inspection at the principal office for the time being of the Principal Paying Agent.

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of and definitions contained in the Master Transfer Agreements, the Warranty and Indemnity Agreement, the Servicing Agreement, the Security Documents, the Cash Allocation, Management and Payments Agreement, each Commingling Guarantee, the Corporate Services Agreement, the Intercreditor Agreement, the Quotaholders' Agreement, the Senior Notes Subscription Agreement, the Class J Notes Subscription Agreement, the Monte Titoli Mandate Agreement and the Hedging Agreement(s) (together with these Conditions and any other agreement entered into in connection with the Securitisation, the "**Transaction Documents**").

## 1. DEFINITIONS

"**Accrual of Interests**" means, with reference to each Receivable, the Interest Component of the First Instalment accrued pursuant to the relevant Consumer Loan Agreement until (but excluding) the Financial Effective Date with reference to the Initial Receivables and until (but excluding) the relevant Valuation Date with reference to the Subsequent Receivables.

"**Aggregate Amortising Plan**" means, with reference to a number of Receivables, the aggregate of the amortising plans of such Receivables.

"**Agos Insurance Policies**" means any insurance policy entered into: (i) by Agos, as party in relation to each Consumer Loan Agreement, and (ii) with reference to which Agos is beneficiary of any indemnity or with reference to which the client (or any of its successors) irrevocably appointed Agos as agent to collect any indemnities (also after entering into the relevant Customer Loan Agreement), and (iii) subscribed also by the relevant Debtor, in order to cover the risk of decease, temporary or total inability to work, total and permanent disability of the Debtor, or in order to cover the risk of damages, losses, destructions, theft or fire of the registered assets object of the relevant Consumer Loan Agreement, under which Agos fully pays to the relevant Insurance Company the premium with reference to the relevant Consumer Loan Agreement.

"**Amortising Period**" means, the period starting from (and excluding) the earlier of:

- (i) the first Payment Date falling at least 36 months after the Issue Date; and
- (ii) in case of delivery of an Early Termination Event Notice, the Payment Date immediately following the later of the date on which an Early Termination Event Notice is delivered by the Securitisation Administrator to the Issuer and the expiry of the Initial Period;

and ending on (and including) the earlier of:

- (a) the Final Maturity Date; and
- (b) the date on which the Notes are fully redeemed.

"**Balloon Loans**" means the loans granted by entering into the relevant Consumer Loan Agreements, pursuant to which the final Instalment is considerably higher than the precedent Instalments; such loans also provide that the Debtor may, at the maturity date of the final Instalment, exchange the financed assets pursuant to the relevant Consumer Loan Agreement, by entering into a new and different Consumer Loan Agreement.

"**Banking Act**" means Italian Legislative Decree no. 385 of 1 September 1993 (*Testo Unico delle leggi in materia bancaria e creditizia*) as amended and supplemented from time to time.

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

"**Business Day**" shall mean a day on which banks are generally open for business in Milan, Paris and Luxembourg and on which TARGET2 (being the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19



November 2007) is open.

**"Beneficiaries"** means the Noteholders, any Receiver and the Other Issuer Creditors as may fall to be paid in accordance with the Priorities of Payments.

**"Calculation Date"** means, during the Purchase Period, 11.00 a.m. of the date which falls 11 Business Days prior to any Optional Purchase Date and, once the Purchase Period is expired, 11.00 a.m. of the date which falls 6 Business Days prior to each Payment Date.

**"Calculation Reference Period"** means:

(i) if a Calculation Date falls before or on the Calculation Date immediately preceding the date on which the Issuer has received the notice provided for under Clause 4.8 of the Master Transfer Agreement on or after the Quarterly Reference Period; and

(ii) on each other Calculation Date, the Monthly Reference Period.

**"Cancellation Date"** means the earlier of:

(i) the date falling 1 year after the Final Maturity Date; and

(ii) the date on which the Notes have been redeemed in full.

**"Cash Reserve Required Amount"** means:

(A) at the Issue Date, the Initial Cash Reserve Required Amount, (B) prior to the delivery of an Early Termination Notice due to the delivery of a Trigger Notice: (i) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), zero and (ii) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date) to (but excluding) the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal payments made on such Payment Date), the Initial Cash Reserve Required Amount; and (C) after the delivery of an Early Termination Notice due to the delivery of a Trigger Notice, zero.

**"Class"** means each class of the Notes issued by the Issuer and **"Classes"** means all of them.

**"Class A Note Margin"** means 0.5%.

**"Class A Noteholder"** means each holder from time to time of a Class A Note and **"Class A Noteholders"** means all of them. **"Class A Rating"** means a rating equal to "AAA" by S&P or such other rating level communicated by the Rating Agency for the Class A Notes at any time during the Securitisation.

**"Class J Additional Interest"** has the meaning ascribed to such term in Condition 6.2.2 (*Rate of Interest*).

**"Class J Base Interest"** has the meaning ascribed to such term in Condition 6.2.2 (*Rate of Interest*).

**"Class J Coupon"** means, collectively, the Class J Base Interest and the Class J Additional Interest.

**"Class J Note Margin"** means 1.5%.

**"Class J Notes Subscriber"** means Agos.

**"Class J Noteholder"** means each holder from time to time of a Class J Note and **"Class J Noteholders"** means all of them.

**"Collections"** means, in relation to a Payment Date and during a determined period, any amounts received and/or recovered in connection with the Receivables including, but not limited to, any amount received whether as principal, interests and/or costs in relation to the Receivables, and including any indemnities (i) to be paid in accordance with the Agos Insurance Policies and the Registered Assets Insurance Policies

entered into in relation to the Receivables, and (ii) assigned to the Issuer pursuant to and within the limits of Clause 10 of the Master Transfer Agreement.

**“Collections of Fees”** means the aggregate of the Expenses Component and any other fee (including those related to the prepayment of the Receivables, and the commissions for direct debit payments and commissions for postal giro payments, if any) effectively collected by the Issuer (net of the Expenses Component of any Unpaid Amount).

**“Collections of Interest”** means the aggregate of the Interest Component effectively collected by the Issuer (net of the Interest Component of any Unpaid Amount and net of any Collection received in connection with the Accrual of Interests).

**“Collections of Principal”** means, with reference to each Receivable and to a Reference Period, the Collections (other than a Recovery), effectively collected (net of the Principal Component of any Unpaid Amount determined during such Reference Period) by the Issuer during such Reference Period, which causes a reduction of the Principal Amount Outstanding of such Receivable as of the end of such Reference Period (including the Collections received as prepayment of the Receivable, the insurance indemnities due under the Registered Assets Insurance Policies, any amount received as principal from the persons having a particular arrangement such as the suppliers of services and goods, with reference to such Receivable and any other amount received as principal in relation to such Receivable, including the insurance indemnities due under the Agos Insurance Policies and the Collections related to the Accrual of Interests and the repayment by the relevant Debtors of the insurance premiums paid by Agos in accordance with the Financed Insurance Policies).

**“Commingling Guarantee”** means any guarantee, if demanded by the Issuer further to the occurrence of the events described under clause 4.5 of the Servicing Agreement, granted in favour of the Issuer in order to secure Agos’ payment obligations as Servicer under clauses 4.2 and 4.4 of the Servicing Agreement.

**“Confirmation Date”** means, during the Purchase Period, 3.00 p.m. of the date which falls 10 Business Days prior to each Purchase Date.

**“Consumer Loan Agreements”** means the consumer loan agreements and personal credit facilities executed between Agos and the Debtors in compliance with the general conditions determined by Agos and contained in Exhibit B of the Warranty and Indemnity Agreement (as subsequently amended pursuant the provisions of the Master Transfer Agreement), from which the Receivables arises, together with any related deed, agreement, arrangement or integrative document and/or amendment (including any Financed Insurance Policies).

**“Counterparties”** means any counterparty in the Italian Law Transaction Documents to which the Pledgor is a party (including any successor and assigns thereto) and the debtors of the claims representing the Pledged Claims.

**“Criteria”** means the General Criteria and the Specific Criteria.

**“Cut-Off Date”** means

- (i) 11:59 p.m. of the last day of the months of January, April, July and October; and
- (ii) following the Payment Date (excluded) immediately following receipt by the Issuer of the notice provided for under Clause 4.8 of the Master Transfer Agreement, 11:59 p.m. of the last day of each calendar month.

The first Cut-Off Date is the First Valuation Date.

**“Debtor”** means any individual or any other obligor or co-obligor which is under the obligation to pay a Receivable comprised in the Portfolio (including any third party guarantor).

**“Decree 213/98”** means Legislative Decree No. 213 of 24 June 1998 as subsequently amended and supplemented.

**“Decree No. 239”** means Legislative Decree no. 239 of 1 April 1996 as amended by Italian Law No. 409 and No. 410 of 23 November 2001 as subsequently amended and supplemented.

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

**“Default Ratio”** means, on each Calculation Date, during the Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Default Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Defaulted Interest Amount”** means, on each Payment Date, any amount due and payable on such Payment Date out of the Interest Available Funds under items (i), (iii), (iv), (v), (vi), (vii) and (viii) of the Priority of Payment of the Interest Available Funds on such Payment Date but not paid.

**“Defaulted Receivables”** means, with reference to a date, the Receivables which on the Cut-Off Date preceding such date (i) have at least 9 Late Instalments or (ii) have one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 270 Business Days (iii) in relation to which judicial proceedings have been commenced for the purpose of recovering the relevant amounts due or (iv) in relation to which Agos has exercised its right to terminate the relevant Consumer Loan Agreement or has declared that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*) or has sent to the Debtor a notice communicating to him that in case of failure by the Debtor to pay the amounts due within the time limit specified therein, Agos may declare that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*). A Receivable will be considered a Defaulted Receivable as of the occurrence of the first of the events described in the above points (i), (ii), (iii) and (iv). The Receivables classified as Defaulted Receivables at any date shall be considered as Defaulted Receivables at any following date.

**“Delinquent Ratio”** means, on each Calculation Date during the Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Delinquent Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Delinquent Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but

excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Delinquent Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Delinquent Receivables”** means , at any date, the Receivables different from a Defaulted Receivable which on the Cut-Off Date preceding such Date have at least 1 Late Instalment.

**“Downgrade Termination Event”**, when used in the context of the Hedging Agreements, has the meaning given to it in the relevant Hedging Agreements.

**“Early Termination Event”** has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early Termination Events*).

**“Early Termination Event Notice”** has the meaning ascribed to such term in Condition 11.

**“Eligible Institution”** means a depository institution organised under the laws of any state which is a member of the European Union, the short-term unsecured, unsubordinated and unguaranteed debt obligations of which are rated at least "A-1" by S&P or which is guaranteed by an entity whose short-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least "A-1" by S&P and the relevant guarantee complies with the relevant S&P criteria.

**“Eligible Investments”** means any bank account, repurchase agreement (*pronti contro termine*), deposit or other Euro denominated, unsubordinated debt instrument that (i) guarantees the restitution of the invested capital, (ii) is issued, or fully or unconditionally guaranteed, on unsubordinated basis by an institution rated at least: (A) A-1+ by S&P, or (B) A-1 by S&P provided that such investments have a maturity date falling on the earlier between the following Payment Date and the date falling 60 days after the date on which the relevant investment is made.

**"EONIA"** means the Euro Overnight Index Average as daily calculated by the European Central Bank.

**“Euribor”** means the Euro-zone inter-bank offered rate.

**“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).

**“Euroclear”** means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

**“Event of Default”**, when used in the context of the Hedging Agreements, has the meaning given to it in the relevant Hedging Agreements.

**“Excess Spread Rate”** means on any Confirmation Date (and taking into account also the Subsequent Receivables which are the subject of the Purchase Notice notified by Agos on the Purchase Notice Date immediately preceding such Confirmation Date) the difference between (i) the Rate of Return on such date and (ii) the weighted average (on the basis of the notional amount of each Hedging Agreement calculated with reference to the immediately following Purchase Date) of the fixed rates due to the Hedging Counterparties pursuant to the Hedging Agreements (executed or to be executed on the immediately following Payment Date).

**“Expenses”** means:

- (a) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (other than the Other Issuer Creditors) incurred in the course of the Issuer's business in relation to the Securitisation; and

- (b) any and all outstanding fees, costs, expenses and Taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to any Transaction Document.

**“Expenses Component”** means, with reference to a Receivable the management fees and any other fees or expenses (different from the fees and expenses included in the Principal Component and the Interest Component) due as part of the relevant Instalment as from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent receivables.

**“Expenses Reserve Required Amount”** means Euro 50,000.

**“Financed Insurance Policies”** means any insurance policy the beneficiary of which is Agos or the Debtor, entered into by Agos with reference to each Consumer Loan Agreement, subscribed by the relevant Debtor together with the Consumer Loan Agreement and under which Agos fully pays to the relevant Insurance Company the premium with reference to the relevant Consumer Loan Agreement, by the end of the calendar month immediately following the month of the subscription of the policy by the relevant Debtor. It is understood that as long as this definition is complied with, an Agos Insurance Policy can be considered also a Financed Insurance Policy.

**“Final Maturity Date”** means the Payment Date falling on August 2031.

**“Financial Effective Date”** means 1 August 2009.

**“First Purchase Date”** means the purchase date of the Initial Portfolio, being 25 September, 2009.

**“First Valuation Date”** means 31 July 2009 at 23:59 hours.

**“Further English Law Agreements”** means any agreement governed by English law and entered into by the Issuer from time to time in relation to the Notes.

**“General Criteria”** means the general criteria applicable to each Portfolio, as set forth in Exhibit “A” to the Master Transfer Agreement.

**“Individual Purchase Price”** means the purchase price of each Receivable, which is equal to the Principal Amount Outstanding of such Receivable as of the relevant Purchase Date.

**“Initial Amortising Date”** means: (i) the first Payment Date falling at least after 36 months from the Issue Date; or (ii) upon delivery of an Early Termination Event Notice, the first Payment Date falling after the expiry of the Initial Period.

**“Initial Cash Reserve Required Amount”** means Euro 49,967,988.44.

**“Initial Interest Period”** means the period from (and including) the Issue Date to (but excluding) the Payment Date falling in November 2009.

**“Initial Outstanding Principal Amount of the Portfolio”** means the aggregate Principal Amount Outstanding of all Consumer Loans comprised in each relevant Portfolio as of the respective relevant Purchase Date for the transfer of the relevant Receivables.

**“Initial Period”** means the period of eighteen months from the Issue Date.

**“Initial Principal Amount”** means, with reference to any Receivable, the aggregate of all the Principal Components due by the relevant Debtor from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables, added with the relevant Accrual of Interests.

**“Initial Receivables”** means the Receivables assigned by the Originator to the Issuer on the First Purchase Date.

**“Insolvency Event”** means any of the events described in Condition 11.1(iii) (*Trigger Events*).

**“Insolvency Proceedings”** means any bankruptcy and other insolvency proceedings under Italian law, including *concordato preventivo*, *concordato fallimentare*, *accordi di ristrutturazione dei debiti*, *liquidazione coatta amministrativa*, *amministrazione straordinaria* and *amministrazione straordinaria delle grandi imprese in stato di insolvenza*.

**“Instalment”** means any instalment due pursuant to any Consumer Loan Agreements, in compliance with the relevant Amortising Plan and including the Principal Component, the Interest Component and Expenses Component;

**“Insurance Premium”** means the amount that each Debtor shall pay on a monthly basis to Agos pursuant to the relevant Consumer Loan Agreement, in relation to the insurance premium paid by Agos to the relevant Insurance Company under any Financed Insurance Policy.

**“Interest Amount”** has the meaning ascribed to such term in Condition 6.3 (*Determination of Rates of Interest and Calculation of Interest Amount*).

**“Interest Available Funds”** means, in respect of each Payment Date, the aggregate of:

- a) the interest accrued on the Issuer Accounts as well as any net proceed derived from the Eligible Investments realised during the Quarter Reference Period immediately preceding such Payment Date, and constituting clear funds on such Payment Date;
- b) the Collections of Interest and the Collections of Fees received during the Quarter Reference Period immediately preceding such Payment Date;
- c) any amount due and payable by the Hedging Counterparty on such Payment Date;
- d) the aggregate of (i) the Recoveries received during the Quarter Reference Period immediately preceding such Payment Date; and (ii) the purchase price paid by the Originator for the repurchase of the Defaulted Receivables on the Business Day immediately preceding such Payment Date in the cases specified under clause 16 of the Master Transfer Agreement;
- e) the positive difference, if any, between (i) the purchase price to be paid by the Originator for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) on the Business Day immediately preceding such Payment Date pursuant to Clause 16 of the Master Transfer Agreement and (ii) the Notes Principal Amount Outstanding of all the Notes on the Calculation Date immediately preceding such Payment Date;
- f) the positive difference, only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment and/or Partial Purchase Option Purchase Price is due and payable, if any, between (i) the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price paid by the Originator to the Issuer during the Quarter Reference Period immediately preceding such Payment Date and (ii) the Principal Amount Outstanding of the relevant Receivables as determined on the date on which the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price has become due and payable;
- g) the Positive Price Adjustment and/or Partial Purchase Option Purchase Price paid by the Originator for the repurchase of such Receivables which are Defaulted Receivables at the Payment Date immediately preceding the date on which the Positive Price Adjustment/Partial Purchase Option Purchase Price is due and payable;
- h) any amount paid and to be paid by Agos to the Issuer pursuant to Clause 4 of the Warranty and Indemnity Agreement from (and excluding) the preceding Payment Date to (and including) such Payment Date, (i) in respect of any cost or losses in interest borne or to be borne by the Issuer if the relevant Receivables is not a Defaulted Receivables as at the Payment Date immediately preceding the date on which such amount is due and payable or (ii) in respect of any Receivable which is a Defaulted

Receivable as at the Payment Date immediately preceding the date on which such amount is due and payable;

- i) on each Payment Date during the Amortising Period or any earlier Payment Date if an Early Termination Event Notice is delivered before 18 months from the Issue Date, the positive balance on the Calculation Date immediately preceding such Payment Date of the Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments), provided that the Senior Notes have not been fully repaid;
- j) if an Early Termination Event is delivered or if the Notes Principal Amount Outstanding of the Senior Notes has been totally redeemed (also taking into account the amounts in principal paid under the Principal Available Funds on such Payment Date), the positive balance on the Calculation Date immediately preceding such Payment Date of the Product Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments);
- k) if a Servicer's Event has occurred, (i) any amount received and to be received by the Issuer from (but excluding) the preceding Payment Date to (and including) such Payment Date pursuant to Clause 2 of any Commingling Guarantee (if any) or (ii) any amount drawn or to be drawn by the Issuer out of the Commingling Account from (but excluding) the preceding Payment Date to (and including) such Payment Date in accordance with the Cash Allocation, Management and Payments Agreement;
- l) any other amount received during the Quarter Reference Period immediately preceding such Calculation Date, not ascribable as amounts received under any of the above items as well as under any of the items of the definition of Principal Available Funds.

**"Interest Component"** means, with reference to each Receivable, the interest component of each Instalment which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables.

**"Interest Determination Date"** means the second Business Day before each Payment Date in respect of the Interest Period commencing on that date (and, in respect of the Initial Interest Period, two Business Days prior to the Issue Date).

**"Interest Period"** means (except for the Initial Interest Period) each period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date.

**"Issue Date"** means 7 October, 2009 or any other date agreed by the parties to the Subscription Agreements.

**"Issuer Accounts"** means the Collection Account, the Purchase Account, the Principal Reserve Account, the General Account, the Commingling Account, the Defaulted Account, the Guarantee Account, the Cash Reserve Account, the Product Cash Reserve Account, the Securities Account (if any), the Collateral Account and the Capital Account. **"Issuer Account"** means any of them.

**"Issuer Available Funds"** means, in respect of each Payment Date:

- (i) in respect of each Payment Date prior to the delivery of a Trigger Notice, the aggregate of the Interest Available Funds and the Principal Available Funds as of such date; or
- (ii) (a) in respect of each Payment Date upon the exercise of the Optional Redemption or (b) in respect of each Payment Date after the Senior Notes have been redeemed in full (also taking into account the amounts in principal paid under the Issuer Available Funds on such Payment Date) or (c) in respect of each Payment Date after the delivery of a Trigger Notice (which is not due to the occurrence of an Insolvency Event) or (d) in respect of any Business Day after the delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, all amounts standing on the Issuer Accounts (except on the Guarantee Account and on the Commingling Account) at such date and all amounts received or recovered on such Payment Date or Business Day as applicable by or on behalf the Issuer or the Representative of the Noteholders in respect of the Receivables and any Transaction Documents (any

date under item (a), (b), (c) and (d), an “**Exceptional Date**”).

It is specified that any amount received by the Issuer in accordance with Clause 4.4 of the Servicing Agreement shall form part of the Interest Available Funds or the Principal Available Funds as applicable.

“**Issuer’s Rights**” mean the Issuer’s rights under the Transaction Documents.

“**Issuer Security**” means the Security Interests created under the Security Documents and any other agreement entered into by the Issuer from time to time and granted as security to the Issuer Creditors (or some of them) or to the Representative of the Noteholders for all or some of the Issuer Creditors.

“**Italian Deed of Pledge**” means the deed of pledge signed by the Issuer on or about the Issue Date, pursuant to which the Issuer has granted to the Issuer Creditors, *inter alia*, a first priority pledge over for the benefit of: (i) the Noteholders, and (ii) the Other Issuer Creditors, over: (a) all monetary claims and rights in, to and under, and all the amounts to which the Issuer is or will be entitled pursuant to the Italian Law Transaction Documents to which the Issuer will be a party as of such date and (b) any existing or future monetary claim and right in, to and under Issuer Accounts and over any sum credited from time to time to the then opened Issuer Accounts.

“**Italian Law Transaction Documents**” means all those Transaction Documents entered into by the Issuer in the context of the Securitisation from time to time that are governed by Italian law.

“**Joint Resolution**” means the resolution of 22 February, 2008 jointly issued by CONSOB and Bank of Italy as amended from time to time.

“**Late Instalment**” means, with reference to a Cut-Off Date, any Instalment which is due during any calendar month immediately preceding such Cut-Off Date and which is not paid in whole or paid less than the 50% of the total amount of such Instalment as of the last day of the calendar month immediately following the month on which such Instalment was due.

“**Liquidation Date**” means the date by which any Eligible Investment is required to be liquidated pursuant to the terms of the Cash Allocation, Management and Payments Agreement, being the date falling (i) on the Cut-Off Date immediately preceding the next Payment Date, if the relevant Eligible Investment is made out of the Principal Reserve Account, the Collection Account (at the exception of the Collection of Principal received on the Collection Account), the Guarantee Account, the Commingling Account and the Cash Reserve Account, and (ii) on or prior to the Cut-Off Date immediately preceding the next Optional Purchase Date with regard to the other Eligible Investments.

“**Local Business Day**” means, in respect of each party to a Transaction Document, a business day of the city where such party’s relevant offices are located and in which the Trans-European Automated Real Time Gross Transfer System (TARGET) (or any substitute thereof) is open for business.

“**Maximum Purchase Amount**” means, on each Calculation Date the difference between:

- (i) the Principal Available Funds on such Calculation Date by reference to the immediately following Purchase Date, and
- (ii) any amounts due on the Purchase Date immediately following such Calculation Date and to be paid, in accordance with the applicable Order of Priority, in priority to the payment of the Purchase Price of the relevant Subsequent Receivables.

“**Meeting**” shall mean any meeting of one or more Classes of Noteholders of one or more Classes pursuant to the Rules of Organisation of the Noteholders.

“**Minimum Rating**” means a rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations at least equal to A-1 by S&P.

“**Monte Titoli Account Holders**” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.



**“Monthly Reference Period”** means, with reference to each date, the calendar month immediately preceding such date.

**“Negative Price Adjustment”** means any amount to be paid by the Issuer to Agos pursuant to Clause 11.3 (ii) of the Master Transfer Agreement.

**“New Vehicles”** means new cars, caravans or motorcycles having a displacement equal or higher than 55 cubic centimetres which have not been registered with the *Pubblico Registro Automobilistico* at the draw down date of the consumer loan

**“Notes Initial Principal Amount”** means, with reference to each Note (or, as the case may be, Class of Notes), the principal amount outstanding thereof as of the Issue Date.

**“Notes Principal Amount Outstanding”** means, on any date:

- (c) in relation to each Class of Notes the aggregate principal amount outstanding of all the Notes in such Class of Notes; and
- (d) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all principal payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that date.

**“Noteholders”** means the Class A Noteholders, and the Class J Noteholders.

**“Official Gazette”** means the *Gazzetta Ufficiale della Repubblica Italiana*.

**“Optional Purchase Date”** means, during the Purchase Period,

- (i) a Payment Date; or
- (ii) following receipt by the Issuer of the notice referred to under Clause 4.8 of the Master Transfer Agreement, the last Business Day of any month (different from the 27<sup>th</sup> day of the relevant month, in which case it shall mean the first Business Day falling in the immediately following month) successive to the Payment Date immediately following the day of reception by the Issuer of the above-mentioned notice.

**“Organisation of the Noteholders”** means the association of the Noteholders created on the Issue Date.

**“Other Issuer Creditors”** means the Issuer Creditors other than the Noteholders, and **“Other Issuer Creditor”** means each of them.

**“Partial Purchase Option”** means the call option granted by the Issuer to the Originator pursuant to Clause 17 of the Master Transfer Agreement.

**“Partial Purchase Option Purchase Price”** means the price to be paid by the Originator to the Issuer for the relevant Receivables further to the exercise of the Partial Purchase Option.

**“Payment Date”** means the 27<sup>th</sup> day of February, May, August and November in each year (provided that, if such day is not a Business Day, the next succeeding Business Day shall be elected). The first Payment Date is 27 November 2009.

**“Pool of the Furniture Loans”** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing furniture (excluding domestic appliances).

**“Pool of the New Vehicles Loans”** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing New Vehicles.

**“Pool of the Personal Loans”** means the pool of the Consumer Loan Agreements under which Agos has

granted to the relevant Debtor a loan without a specific destination (although the purpose of the loan may be specified in the relevant loan's request).

**"Pool of the Special Purpose Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing an asset different from those referred to in the Pool of the New Vehicle Loans, the Pool of the Used Vehicle Loans, the Pool of the Personal Loans or the Pool of the Furniture Loans.

**"Pool of the Used Vehicles Loans"** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing Used Vehicles.

**"Portfolio"** means all of the Receivables transferred to the Issuer pursuant to the Securitisation as a whole.

**"Positive Price Adjustment"** means any amount to be paid by Agos to the Issuer pursuant to Clause 11.2 (ii) of the Master Transfer Agreement.

**"Post-Enforcement Priority of Payments"** means the order of priority according to which the Issuer Available Funds shall be applied following the service of a Trigger Notice pursuant to Condition 5.2 (*Priority of Payments after the Delivery of a Trigger Notice*).

**"Pre-Enforcement Priority of Payments"** means each order of priority according to which the Issuer Available Funds shall be applied prior to the delivery of a Trigger Notice pursuant to with Condition 5.1 (*Priority of Payments prior to the Delivery of a Trigger Notice*).

**"Principal Amount Outstanding"** means, with reference to any date and a Receivable, the aggregate of all the Principal Components due by the relevant Debtor from (but excluding) the Cut-Off Date immediately preceding such date or still unpaid as at such Cut-Off Date, added with the relevant Accrual of Interests still unpaid by the relevant Debtor. It's understood that, with reference to any Subsequent Receivable, the Principal Amount Outstanding, calculated on a date immediately preceding each Purchase Date, is equal to the Initial Principal Amount of such Subsequent Receivable.

**"Principal Available Funds"** means:

in respect of each Purchase Date which is not a Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Purchase Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Purchase Date (without considering any interest accrued thereon); and
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables (which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment is due and payable), paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Purchase Date; and

in respect of each Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Payment Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued on such account);
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables, paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Payment Date (which are not Defaulted Receivables as at the Payment Date immediately preceding

the date on which the Positive Price Adjustment/ Partial Purchase Option Purchase Price is due and payable);

- (d) the positive balance of the Principal Reserve Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued and any net proceeds deriving from the Eligible Investments made out of funds standing to the credit of such account);
- (e) the amount, if any, paid and to be paid by Agos to the Issuer under the Warranty and Indemnity Agreement from (but excluding) the preceding Payment Date to (and including) such Payment Date, as indemnity of any losses in principal borne or to be borne by the Issuer as a consequence of the occurrence of any event under clause 4 of such agreement (only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the such indemnity is due and payable);
- (f) the portion of the purchase price corresponding to the Notes Principal Amount Outstanding, paid by the Originator on the Business Day immediately preceding such Payment Date for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) in the cases specified under Clause 16 of the Master Transfer Agreement;
- (g) any amount credited to the Defaulted Account out of the Interest Available Fund on such Payment Date; and
- (h) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), any amount credited to the Cash Reserve Account.

**“Principal Component”** means, with reference to each Receivable, the principal component of each Instalment (including the fees for the opening of the file due by the Debtor during the life of the Consumer Loan and the Insurance Premiums) which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from the relevant Valuation Date with reference to the Subsequent Receivables.

**“Principal Payment”** means the principal amount redeemable in respect of each Note, as defined and calculated pursuant to Condition 7.2 (*Mandatory pro rata Redemption*).

**“Priorities of Payments”** means the order of priority according to which the Issuer Available Funds shall be applied pursuant to Condition 5 (*Priority of Payments*).

**“Priority of Payment of the Interest Available Funds”** means each order of priority according to which the Interest Available Funds shall be applied pursuant to Condition 5.1.2 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*).

**“Privacy Law”** means the legislative decree no. 196 dated 30 June 2003 as amended and supplemented from time to time.

**“Product Cash Reserve Required Amount”** means at the Calculation Date immediately preceding the Payment Date immediately following the notice received under clause 4.9 of the Transfer Agreement, the product of (i) 0.05% and (ii) the Notes Principal Amount Outstanding of the Senior Notes on such Calculation Date (which shall be reduced by any principal reimbursement of the Notes to be redeemed on such Payment Date).

**“Prospectus”** means this Prospectus dated 7 October, 2009 prepared in connection with the Securitisation, as amended, updated and supplemented from time to time.

**“Purchase Date”** means

- (i) the First Purchase Date; and
- (ii) during the Purchase Period each Optional Purchase Date on which Agos sells Receivables to the Issuer

and “**relevant Purchase Date**” means with respect to each Receivable or Portfolio, the Purchase Date as of which such Receivable or Portfolio is transferred to the Issuer.

“**Purchase Notice Date**” means, during the Purchase Period, 11.00 a.m. of the date which falls 1 Business Day prior to each Report Date.

“**Purchase Option**” means the call option granted by the Issuer to the Originator pursuant to Clause 16 of the Master Transfer Agreement.

“**Purchase Option Purchase Price**” means the price to be paid by the Originator to the Issuer for the relevant Portfolio further to the exercise of the Purchase Option.

“**Purchase Period**” means the period starting on (and including) the First Purchase Date and ending on the earlier of:

- (i) the first Payment Date (excluded) falling in the Amortising Period; and
- (ii) the date on which an Early Termination Event Notice is delivered (excluded),

“**Purchase Price**” means, with respect to each Portfolio, the aggregate of the Individual Purchase Prices of all the Receivables comprised in such Portfolio; and “**relevant Purchase Price**” or “**Purchase Price of the relevant Portfolio**” means, with reference to each relevant Portfolio, the purchase price therefor as established in the relevant Purchase Notice.

“**Quarter Reference Period**” means, with reference to each Calculation Date, the three Monthly Reference Periods immediately preceding such Calculation Date (excluding the first and including the second).

“**Quotaholders’ Agreement**” means the quotaholders’ agreement entered into when the Programme was established, as subsequently integrated.

“**Rate of Return**” means, on any date and with reference to the Receivables which are not Defaulted Receivables on such date and on the basis of the Aggregate Amortising Plan of such Receivables calculated as of the Cut-Off Date immediately preceding such date, the internal annual rate of return resulting from such Aggregate Amortising Plan, provided that for such calculation, in relation to any Receivable for which the Consumer Loan Agreements provide, as from the date of subscription thereof, that the interest rate applicable as of the date of subscription is higher than any interest rate applicable during the life of such Consumer Loan Agreement, the theoretical amortisation plan used is calculated by considering the lowest interest rate due by the relevant Debtor.

“**Rating**” means the Class A Rating.

“**Rating Agency**” means S&P.

“**Receivables**” means any and all monetary receivables and other rights arising from the Consumer Loan Agreements and transferred to the Issuer under the Transfer Agreements.

“**Receivables Eligible Outstanding Amount**” means, on each date and in relation to all the Receivables which are not Defaulted Receivables as of such date, the aggregate of all the Principal Components of such Receivables plus any unpaid Accrual of Interests due by the relevant Debtor from (but excluding) the Cut-Off Date immediately preceding such date. “**Recoveries**” means any Collection received or recovered in relation to a Defaulted Receivable (including the purchase price received by the Issuer in respect of a Defaulted Receivable pursuant to clause 5.2 of the Servicing Agreement).

“**Receiver**” means, where the context permits, any person or persons appointed (and any additional person or persons appointed or substituted) as administrator, administrative receiver, manager, liquidator or analogous officer for the administration or dissolution of the Issuer or the winding down upon liquidation of the Issuer, in each case in any applicable jurisdiction.

“**Reference Banks**” means three (3) major banks in the Euro-zone inter-bank market selected by the

Principal Paying Agent and approved by the Issuer.

**“Reference Period”** means, (i) during the Purchase Period, the lapse of time included between the two Cut Off Dates (excluding the first but including the second) which precede each Purchase Date; (ii) with reference to each date falling after the Purchase Period, the Quarter Reference Period immediately preceding such date. The first Reference Period starts from the Financial Effective Date (included) and ends on 31 October 2009.

**“Registered Assets Insurance Policies”** means the insurance policies entered into by a Debtor with reference to a Consumer Loan Agreement against the risk of fire or theft of the registered asset financed pursuant to the relevant Consumer Loan Agreement, as security in favour of Agos.

**“Relevant Margin”** means, in respect to each Class A Notes, the Class A Note Margin and in respect of the Class J Notes, the Class J Note Margin.

**“Report Date”** means, during the Purchase Period, 1.00 p.m. of the date which falls 13 Business Days prior to each Optional Purchase Date and, once the Purchase Period is expired, 1.00 p.m. of the date which falls 8 Business Days prior to each Payment Date.

**“Rights”** means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever).

**“Sale Option”** means the option of the Originator to sell Receivables to the Issuer during the Purchase Period pursuant to Clause 4 of the Master Transfer Agreement.

**“Secured Obligations”** means the Issuer's obligations to the Beneficiaries and any Receiver, pursuant to the Notes and the Transaction Documents.

**“Securities Act”** means the U.S. Securities Act of 1933.

**“Securitisation Law”** means Italian Law No. 130 of 30 April 1999, as amended and supplemented from time to time.

**“Securitized Assets”** means the assets object of the Securitisation.

**“Security Documents”** means the Italian Deed of Pledge and the English Deed of Charge.

**“Security Interest”** means any mortgage, charge, guarantee, pledge, lien, right of set-off, special privilege (*privilegio speciale*), assignment by way of security, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security.

**“S&P”** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

**“Senior Noteholders”** means the Class A Noteholders.

**“Servicer's Event”** means any of the following events: an administrator, administrative receiver or liquidator of Agos is appointed over or in respect of the whole or any substantial part of the undertaking, assets and/or revenues of Agos or Agos becomes subject to any bankruptcy, liquidation, administration, insolvency, composition (among which, without limitation, “*fallimento*”, “*concordato preventivo*” and “*accordi di ristrutturazione dei debiti*”) or similar proceedings or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of Agos.

**“Servicer Minimum Rating”** means a rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations at least equal to A-2 by S&P.

**“Servicer's Report”** means the report to be prepared and delivered by the Servicer to, *inter alios*, the Issuer pursuant to Clause 8.1 of the Servicing Agreement.

**“Specific Criteria”** means the specific criteria specified as such in the relevant Transfer Agreement.

“**Stichting Trustmate 4**” means the *stichting* named Stichting Trustmate 4, incorporated under the laws of the Netherlands, having its registered office at Fred. Roeskestraat 123, 1076 EE, Amsterdam, the Netherlands.

“**Stock Exchange**” means the Luxembourg Stock Exchange.

“**Subsequent Portfolio**” means any Portfolio (other than the Initial Portfolio) purchased by the Issuer from the Originator pursuant to the terms of the Master Transfer Agreement.

“**Subsequent Receivables**” means the Receivables included in any Subsequent Portfolio.

“**Subsequent Portfolio Purchase Conditions**” means the conditions precedent to be satisfied in connection with the purchase by the Issuer of each Subsequent Portfolio.

“**Subscription Agreements**” means the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement, as from time to time modified in accordance with the provisions contained therein and including any agreement or other document expressed to be supplemental thereto, and “**Subscription Agreement**” means any of them.

“**Tax/Taxes**” or “**tax**” (*Tassa*) means any present or future taxes, levies, imposts, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein or any applicable authority of a Taxing Jurisdiction.

“**Taxing Jurisdiction**” has the meaning given to such term in Condition 9 (Taxation).

“**Theoretical Default Ratio**” means the ratio between:

(A) the Principal Amount Outstanding (as calculated on the date on which such Receivables become a Defaulted Receivables) of the Receivables which have become Defaulted Receivables for the first time during the Calculation Reference Period immediately preceding such Calculation Date; and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

“**Theoretical Delinquent Ratio**” means the ratio between:

(A) the Principal Amount Outstanding of the Receivables which are Delinquent Receivables, having 4 or more Late Instalments or one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 120 Business Days, during the Calculation Reference Period immediately preceding such Calculation Date; and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

“**Three Month Euribor**” has the meaning set forth in Condition 6.2.1(B) (*Rate of Interest*).

“**Trigger Event**” has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early Termination Events*).

“**Trigger Notice**” has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early*

Termination Events).

“**Unpaid Amount**” means, in relation to any Collection, credited by Agos to the Collection Account in accordance with the Servicing Agreement, the unpaid amount of such Collection on the relevant due date, as verified by Agos, in its capacity as Servicer, following the above mentioned crediting to the Collection Account.

“**U.S. persons**” has the meaning given to it in the Securities Act.

“**Used Vehicles**” means new cars, caravans, motorcycles and watercrafts (*imbarcazione da diporto*) different from the New Vehicles.

“**Usury Law**” means the Italian Law n. 108 of 7 March 1996 together with Decree n. 394 of 29 December 2000 which has been converted in law by Law n. 24 of 28 February 2001.

“**Valuation Date**” means:

- (i) the First Valuation Date;
- (ii) the Cut-Off Date immediately preceding a Purchase Date.

## **2. FORM, DENOMINATION, STATUS**

- 2.1 The Notes are in bearer form and dematerialised and will be wholly and exclusively deposited with Monte Titoli (registered office in Via Mantegna, 6, 20154 Milan, Italy) in accordance with Decree 213/98 and (ii) the Joint Resolution, each as amended and supplemented from time to time.
- 2.2 The Notes will be held by Monte Titoli on behalf of the Noteholders until redemption for the account of the relevant Monte Titoli Account Holder. The expression “**Monte Titoli Account Holder**” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli. Title to the Notes will be evidenced by one or more book entries in accordance with the provisions of (i) Article 28 of Decree 213/98 and (ii) the Joint Resolution, each as amended and supplemented from time to time. No physical document of title will be issued in respect of the Notes.
- 2.3 The Notes will be issued in denominations of € 50,000 or integral multiples thereof.
- 2.4 Each Note is issued subject to and with the benefit of the Security Documents.

## **3. STATUS, PRIORITY AND SEGREGATION**

- 3.1 The Notes constitute secured limited recourse obligations of the Issuer and, accordingly, the extent of the obligation of the Issuer to make payments under the Notes is subject to the receipt and recovery by the Issuer of amounts due, and is limited to the extent of any amounts received or recovered by the Issuer, in each case, in respect of the Portfolio and the other Issuer’s Rights. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a “*contratto aleatorio*” under Italian law and are deemed to accept the consequences thereof, including but not limited to the provisions under Article 1469 of the Italian Civil Code.
- 3.2 The Notes are secured by certain assets of the Issuer pursuant to the Security Documents and in addition, by operation of Italian law, the Issuer’s right, title and interest in and to the Portfolio is segregated from all other assets of the Issuer (including those relating to the Master Trust Programme). Amounts deriving from the Portfolio will only be available, both prior to and following the winding-up of the Issuer, to satisfy the obligations of the Issuer to the Issuer Creditors in the order of priority set forth in Condition 5 (*Priorities of Payments*) and to any third party creditor in respect of costs, fees and expenses incurred by the Issuer to such third party creditor in relation to the Securitisation.
- 3.3 The Notes of each Class will rank *pari passu* without preference or priority among themselves. The

Class A Notes will rank in priority to the Class J Notes.

- 3.4 As long as Class A Notes are outstanding, unless notice has been given to the Issuer declaring the Notes of such Class due and payable, Class(es) J Notes may not be declared due and payable and the Class A Noteholders shall be entitled to determine the remedies to be exercised.
- 3.5 The Intercreditor Agreement contains provisions regarding the protection of the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretion of the Representative of the Noteholders under or in connection with the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is or may be a conflict between the interests of the Noteholders of any Class(es) of Notes, the Representative of the Noteholders is required to regard only the interests of the Noteholders of the Class of Notes ranking highest in the applicable Priority of Payments, until such Class of Notes has been redeemed in full.
- 3.6 References in these Conditions to the “**highest ranking Notes**” or “**highest ranking Class of Notes**” means the Class A Notes for so long as there are Class A Notes outstanding.

#### **4. COVENANTS**

For so long as any amount remains outstanding in respect of the Notes, 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:

##### **4.1 *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 the Securitisation, the Programme or any further securitisation carried out in accordance with Condition 4.10 (*Further Securitisations*)) or sell, lend, part with or otherwise dispose of the Portfolio or any part thereof or any of its assets; or

##### **4.2 *Restrictions on activities***

- (a) engage in any activity whatsoever or enter into any document which is not necessary or incidental to or in connection with the Transaction Documents, the implementation of the Securitisation, the Programme, or any further securitisation carried out in accordance with Condition 4.10 (*Further Securitisations*) or
- (b) have any subsidiary ("*società controllata*" or "*società collegata*", 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 Senior Noteholders or do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interests of the Senior Noteholders; or
- (d) become the owner of any real estate asset, including in the context of a foreclosure proceeding over the assets of the Debtors; or

##### **4.3 *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

##### **4.4 *De-registrations***

ask for its de-registration from the register kept by the Bank of Italy under Article 106 of the Consolidated Banking Act or from the register kept by the Bank of Italy under Article 107 of the



Consolidated Banking Act or from any other register on which it may from time to time have been registered pursuant to future legislation requesting such registration, for as long as the Securitisation Law, the Consolidated Banking Act or any other applicable law or regulation requires the Issuer of the Notes issued under the Securitisation Law or companies incorporated pursuant to the Securitisation Law to be registered therewith; or

4.5 ***Borrowings***

incur any indebtedness in respect of borrowed money whatsoever (save in respect of any indebtedness to be incurred in relation to the Securitisation, the Programme or any further securitisation carried out in accordance with Condition 4.10 (*Further Securitisations*)) or give any guarantee in respect of indebtedness or of any obligation of any person, save as provided in the Transaction Documents; or

4.6 ***Merger or de-merger***

enter into any consolidation or merger or de-merger or reconstruction or otherwise convey or transfer its properties or assets substantially or as an entirety to any other person or entity; or

4.7 ***No variation or waiver***

permit any of the Transaction Documents to which it is a party to be amended, terminated or discharged, or exercise any powers of consent or waiver pursuant to the terms of any such Transaction Documents to which it is a party, or permit any party to any of the Transaction Documents to which it is a party to be released from the obligations thereunder; or

4.8 ***Bank Accounts***

have an interest in any bank account other than the Issuer Accounts or as provided in the Transaction Documents or any bank accounts opened in connection with the Programme or further securitisations carried out in accordance with Condition 4.10 (*Further Securitisations*); or

4.9 ***Statutory Documents***

amend, supplement or otherwise modify its *atto costitutivo* or *statuto*, other than when so required by law or by any competent regulatory authority; or

4.10 ***Further Securitisations***

carry out other securitisation transactions outside the Securitisation or, without limiting the generality of the foregoing, implement, enter into, make or execute any document, act, deed or agreement in connection with any other securitisation transaction outside the Securitisations, *unless*: (a) the receivables under such other securitisation transaction outside the Securitisation are originated by Agos; and (b) the Issuer has obtained from the Rating Agency prior written confirmation that any such securitisation transaction would not negatively affect the then current rating of any of the Senior Notes issued and outstanding under the Securitisation;

4.11 ***Centre of Interest***

move its "centre of main interests" (as that term is used in Article 3(1) of Council Regulation (EC) 1346/2000 on insolvency proceedings which came into force on 31 May 2002) outside the Republic of Italy; or

4.12 ***Branch outside Italy***

establish any branch outside Italy; or

#### 4.13 **Corporate Records**

cease to maintain corporate records, financial statements or books of account separate from those of the Originator and of any other person or entity; or

#### 4.14 **Corporate Formalities**

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

### 5. **PRIORITIES OF PAYMENTS**

#### 5.1 **Priority of Payments prior to the delivery of a Trigger Notice**

##### 5.1.1 **Priority of Payments prior to the delivery of a Trigger Notice on a Purchase Date which is not a Payment Date**

On each Purchase Date which is not a Payment Date and falls prior the delivery of an Early Termination Event Notice, the Issuer shall procure that the Principal Available Funds are applied 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 and provided that any arrear in the payment of any item shall be paid in priority to any new payment due on such Purchase Date in respect of the same item):

- (i) to pay to the Originator the Purchase Price of any Subsequent Portfolio purchased on such Purchase Date within the Maximum Purchase Amount as calculated on the Calculation Date preceding such Purchase Date;
- (ii) to credit any residual amount on the Purchase Account.

##### 5.1.2 **Interest Priority of Payments prior to the delivery of a Trigger Notice**

On each Payment Date prior to the delivery of a Trigger Notice, the Issuer shall procure that the Interest Available Funds are applied 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 and provided that any arrear in the payment of any item shall be paid in priority to any new payment due on such Payment Date in respect of the same item):

- (i) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any all outstanding Taxes due and payable by the Issuer on such Payment Date; and (b) any Expenses due and payable on such Payment Date by the Issuer, to the extent that they have not been paid with the amounts standing to the Expenses Account;
- (ii) if the Payment Date is a Cancellation Date, to pay to the Servicer the Interest Component and the Expenses Component of any amount due to the Servicer pursuant to Clause 4.2, last Paragraph, of the Servicing Agreement;
- (iii) to pay the remuneration due to the Representative of the Noteholders and any costs and expenses incurred by the Representative of the Noteholders pursuant to, or in connection with, any of the Transaction Documents, to the extent that they have not been paid with the amounts standing to the Expenses Account;
- (iv) to pay *pari passu* and *pro rata* according to the respective amounts thereof, (i) any amounts due and payable on such Payment Date to the Calculation Agent, the Cash Manager, the Account Bank, the Principal Paying Agent, the Corporate Servicer and the Securitisation Administrator, and (ii) to credit the Expenses Account with the amount necessary to ensure that the balance, at such Payment Date, of the Expenses Account is equal but not in excess (after credit) to the Expenses Reserve Required Amount;

- (v) to pay any amount due and payable on such Payment Date to the Servicer under the Servicing Agreement (other than amounts paid under (ii) above);
- (vi) to pay *pari passu* and *pro rata* any amounts due and payable to the Hedging Counterparties under the Hedging Agreements, except for any amounts due and payable under item (xvii) below;
- (vii) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) which have credited the Guarantee Account pursuant to Clause 5 of any Commingling Guarantee, all the interest matured and credited on the Guarantee Account in respect of the amount respectively credited by each of them;
- (viii) to pay *pari passu* and *pro rata* all amounts due and payable on such Payment Date in respect of interest on the Class A Notes;
- (ix) to credit to the Defaulted Account, all the amounts debited out of the Principal Available Funds as Defaulted Interest Amount until (and including) such Payment Date and not already credited to the Defaulted Account on a preceeding Payment Date under this item;
- (x) if the Notes Residual Outstanding Principal of the Senior Notes has not been paid in full (taking into account the amounts in principal paid out of the Issuer Available Funds on such Payment Date), to credit to the Defaulted Account the Principal Amount Outstanding (determined as of the date on which the Receivables have become Defaulted Receivables) of the Receivables which have become Defaulted Receivables for the first time during the Quarter Reference Period preceding such Payment Date;
- (xi) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date) and the Notes Principal Amount Outstanding of the Senior Notes has not been totally redeemed (also taking into account the amounts in principal paid under the Principal Available Funds on such Payment Date) to credit the Cash Reserve Account up to the Cash Reserve Required Amount (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments);
- (xii) if an Early Termination Event Notice has been delivered, and the Notes Principal Amount Outstanding of the Senior Notes has not been totally redeemed (also taking into the principal payments made out of the Principal Available Funds on such Payment Date), to pay to the Senior Noteholders an amount up the aggregate of the Notes Principal Amount Outstanding of the Class A Notes;
- (xiii) to pay *pari passu* and *pro rata* any amount due by Agos as Commitment Fees under any Commingling Guarantee (if any) but not paid after 30 days following the due date thereof;
- (xiv) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) all amount due as Drawing Fees under the relevant Commingling Guarantees;
- (xv) to reimburse *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) all amount drawn under the relevant Commingling Guarantees (also taking into account the amounts paid out of the Principal Available Funds on such Payment Date);
- (xvi) if such Payment Date is the Payment Date immediately following receipt of the notice under Clause 4.9 of the Master Transfer Agreement, to credit the Product Cash Reserve Account up to an amount equal to the Product Cash Reserve Required Amount, as of the Calculation Date immediately preceding such Payment Date;
- (xvii) to pay any amounts due and payable to any Hedging Counterparty upon early termination of the relevant Hedging Agreement in the event that such Hedging Counterparty is the "Defaulting Party" or the sole "Affected Party" as both terms are defined in the Hedging Agreements;

- (xviii) to pay any amounts due and payable on such Payment Date to the Lead Manager under Clause 12 of the Senior Note Subscription Agreement;
- (xix) to pay to the Originator, any amount due and payable on such Payment Date under Clause 8 of the Warranty and Indemnity Agreement;
- (xx) to pay any amounts due and payable on such Payment Date to the Junior Notes Subscriber under Clause 9 of the Junior Note Subscription Agreement;
- (xxi) to pay *pari passu* and *pro rata* the Class J Base Interest to the Class J Notes;
- (xxii) to pay *pari passu* and *pro rata* any residual amount as Class J Additional Interest to the Class J Notes.

### 5.1.3 ***Principal Priority of Payments prior to the delivery of a Trigger Notice***

On each Payment Date prior to the delivery of a Trigger Notice, the Issuer shall procure that the Principal Available Funds are applied 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 and provided that any arrear in the payment of any item shall be paid in priority to any new payment due on such Payment Date in respect of the same item):

- (i) to pay, up to the Defaulted Interest Amount as of such Payment Date:
  - (1) the aggregate amount due but unpaid out of the Interest Available Funds under items (i), (iii), (iv), (v), (vi) and (vii) of the Priority of Payments of the Interest Available Funds;
  - (2) upon payment in full of the amounts under the item (1) above, *pari passu* and *pro rata* to the Class A Noteholders any amount of interest due and payable on such Payment Date but not paid out of the Interest Available Funds in respect of the Class A Notes;
- (ii) following the commencement of the Amortising Period, to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Class A Notes up to the Notes Principal Amount Outstanding of Class A Notes on such Calculation Date;
- (iii) if the Payment Date is also a Cancellation Date, to pay to the Servicer the Principal Component of any amount due to the Servicer pursuant to Clause 4.2, last Paragraph, of the Servicing Agreement;
- (iv) to pay to the Originator any Negative Price Adjustment to be paid on such Payment Date;
- (v) to pay to the Originator the Purchase Price of any Subsequent Portfolio purchased on such Payment Date during the Purchase Period in accordance and subject to the Master Transfer Agreement, provided that no Early Termination Event Notice has been delivered;
- (vi) to credit any residual amount to the Purchase Account or, if the Notes Principal Amount Outstanding of the Senior Notes has been totally redeemed, to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Class J Notes up to the Class J Notes Principal Amount Outstanding;
- (vii) to reimburse *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) all amount drawn under the relevant Commingling Guarantee;
- (viii) to pay *pari passu* and *pro rata* any residual amount as Class J Additional Interest to the Class J Notes.

### 5.2 ***Priority of Payments after the delivery of a Trigger Notice***

On:

- (a) each Payment Date following the delivery of a Trigger Notice (other than a Trigger Notice which is due to the occurrence of an Insolvency Event), or
- (b) the first Business Day following the delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event and on any Business Day thereafter on which the aggregate of the balances standing to the credit of the Issuer Accounts is at least equal to Euro 1,000,000;

all the amounts received or recovered by or on behalf the Issuer or the Representative of the Noteholders in respect of the Receivables and any Transaction Documents will be applied 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 and it being understood that any arrear in payment of any item shall be paid in priority to any new payment due on such Payment Date in respect of the same item). In the case under (b) above, any reference hereinafter to a "Payment Date" shall be interpreted as a reference to a "Business Day".

- (i) to pay, *pari passu* and *pro rata* according to the respective amounts thereof, (a) any all outstanding Taxes due and payable by the Issuer on such Payment Date; (b) all outstanding Expenses due and payable on such Payment Date by the Issuer to the extent that they have not been paid with the amounts standing to the Expenses Account;
- (ii) to pay the remuneration due to the Representative of the Noteholders and any costs and expenses incurred by the Representative of the Noteholders under the provisions of, or in connection with, any of the Transaction Documents to the extent that they have not been paid with the amounts standing to the Expenses Account;
- (iii) to pay *pari passu* and *pro rata* according to the respective amounts thereof, any amounts due and payable on such Payment Date to the Calculation Agent the Cash Manager, the Account Bank, the Principal Paying Agent, the Corporate Servicer and the Securitisation Administrator to the extent that they have not been paid with the amounts standing to the Expenses Account;
- (iv) to pay any amount due and payable on such Payment Date to the Servicer under the Servicing Agreement;
- (v) to pay *pari passu* and *pro rata* any amounts due and payable to the Hedging Counterparties under the Hedging Agreements, except for any amounts due and payable under item (ix) below;
- (vi) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers (if any) which have credited the Guarantee Account pursuant to Clause 5 of the Commingling Guarantee all the interest matured on the Guarantee Account in respect of the amount respectively credited by each of them;
- (vii) to pay all amounts due and payable in respect of interest on the Class A Notes;
- (viii) to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Senior Notes, *provided that*, if a Trigger Notice is delivered prior to the Initial Amortising Date and due to a Trigger Event other than an Insolvency Event, all the relevant payments of principal in respect of the Senior Notes shall be credited to the Principal Reserve Account until the Initial Amortising Date (or any earlier applicable date, if Condition 7.4 (*Redemption for Taxation*) becomes applicable);
- (ix) to pay any amounts due and payable to any Hedging Counterparty upon early termination of the relevant Hedging Agreement in the event that such Hedging Counterparty is the "Defaulting Party" or the sole "Affected Party" as both terms are defined in the Hedging Agreement;
- (x) to pay *pari passu* and *pro rata* to the Commingling Guarantee Providers any amount due and payable on such Payment Date (including any amount not paid by Agos as commitment fees) under each Commingling Guarantee;

- (xi) if the Payment Date is also a Cancellation Date, to pay any amount due to the Servicer pursuant to Clause 4.2 last Paragraph, of the Servicing Agreement;
- (xii) to pay to the Originator any Negative Price Adjustment to be paid on such Payment Date;
- (xiii) to pay to the Originator, any amount and payable on such Payment Date under Clause 8 of the Warranty and Indemnity Agreement;
- (xiv) to pay *pari passu* and *pro rata* the Class J Base Interest on the Class J Notes;
- (xv) to pay *pari passu* and *pro rata* all amounts due and payable in respect of principal on the Class J Notes;
- (xvi) to pay *pari passu* and *pro rata* any residual amount as Class J Additional Interest to the Class J Notes outstanding.

## 6. INTEREST

### 6.1 *Payment Dates and Interest Periods*

Each Note bears interest on its Notes Principal Amount Outstanding from (and including) the Issue Date, payable in Euro quarterly in arrears on each Payment Date, *provided that* following the delivery of a Trigger Notice which is caused by an Insolvency Event, the Payment Date may be any Business Day as shall be specified in the Trigger Notice. The first Payment Date will be 27 November, 2009 (the “**First Payment Date**”).

Interest shall cease to accrue on any part of the Notes Principal Amount Outstanding of a Note from (and including) the relevant Final Maturity Date (as defined in Condition 7 (*Redemption, Purchase and Cancellation*)) unless payment of principal due and payable is improperly withheld or refused, whereupon interest shall continue to accrue on such principal (as well as before and after judgement) at the rate from time to time applicable to each Class of Notes until the earlier of: (i) the day on which all sums due in respect of such Note are received by or on behalf of the relevant Noteholder; and (ii) the day on which all such sums are received by the Representative of the Noteholders or the Principal Paying Agent on behalf of the relevant Noteholder and notice to that effect is given in accordance with Condition 14 (*Notices*).

### 6.2 *Rate of Interest*

The rate of interest payable from time to time in respect of each Class of the Notes (each, a “**Rate of Interest**”) will be determined by the Principal Paying Agent on each Interest Determination Date. Each period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date is referred to as an “**Interest Period**”. In the case of the Initial Interest Period, the Rate of Interest applicable to each Class of Notes will be the aggregate of (i) the Relevant Margin, and (ii) the rate per annum obtained by linear interpolation of the 1 (one) months Euribor rate and the 2 (two) months Euribor rate.

6.2.1 The Rate of Interest applicable to the Senior Notes for each Interest Period shall be the aggregate of:

1. the Class A Note Margin; and
2. the Three Month Euribor being:
  - (a) the Euribor for three (3) month Euro deposits which appears on Reuters page Euribor01 or (aa) such other page as may replace Reuters page Euribor01 on that service for the purpose of displaying such information or (bb) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the Noteholders) as may replace the Reuters page Euribor01 (the “**Screen Rate**”) at or about 11.00 a.m. (Brussels time) on the Interest Determination Date; or

- (b) if the Screen Rate is unavailable at such time for three (3) month Euro deposits, then the rate for the relevant Interest Period shall be the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Principal Paying Agent at its request by each of the Reference Banks as the rate at which three (3) month Euro deposits in a similar representative amount are offered by that Reference Bank to leading banks in the Euro-zone inter-bank market at or about 11.00 a.m. (Brussels time) on that date; or
- (c) if on any Interest Determination Date, the Screen Rate is unavailable and only two (2) of the Reference Banks provide such offered quotations to the Principal Paying Agent the relevant rate shall be determined in the manner specified in (b) above, on the basis of the offered quotations of those Reference Banks providing such quotations; or
- (d) if, on any Interest Determination Date, the Screen Rate is unavailable and only one of the Reference Banks provides the Principal Paying Agent with an offered quotation, the Rate of Interest for the relevant Interest Period shall be the Rate of Interest in effect for the immediately preceding Interest Period to which either sub-paragraph (a) or (b) above shall have applied.

6.2.2 Each Class J Note will bears interest as follows:

- (a) a base interest which will accrue on its Notes Principal Amount Outstanding from and including the Issue Date until final redemption, at the Three Month Euribor (calculated in accordance with condition 6.2.1 (b)) plus the the Class J Note Margin (the “**Class J Base Interest**”); and
- (b) an amount calculated and determined by the Calculation Agent as follows:
  - (a) the aggregate of all Interest Componet accrued in the immediately preceding Quarter Reference Period; *plus*
  - (b) the Collection of Fees debited to the Debtor and accounted in the immediately preceding Quarter Reference Period; *plus*
  - (c) all interest for late payments received by the Issuer and all expenses for late payments debited to the Debtor and accounted in the immediately preceding Quarter Reference Period; *plus*
  - (d) all amounts accrued by Sunrise under any Hedging Agreement at such Payment Date; *plus*
  - (e) the interest accrued on the Issuer Accounts as well as any net proceed derived from the Eligible Investments realised during the Quarter Reference Period immediately preceding such Payment Date, and constituting clear funds on such Payment Date; *minus*
  - (f) before the delivery of a Trigger Notice, all amounts accrued and related to item (i), (iii), (iv), (v), (vi), (vii), (viii), (xiii), (xiv), (xv), (xvii), (xviii), (xix), (xx) and (xxi) of the Priority of Payment of the Interest Available Funds or after the delivery of a Trigger Notice, (i), (ii), (iii), (iv), (v), (vi), (vii), (ix), (x), (xiii) and (xiv) (considering only the fees to be paid) of the Post-Enforcement Priority of Payments, *minus*
  - (g) all amounts of all Receivables which have been classified as written-off by the Servicer during the immediately preceding Quarter Reference Period.
 (the “**Class J Additional Interest**” and, together with the Class J Base Interest, the “**Class J Coupon**”).

It is specified that if on any Payment Date the Interest Available Funds are not sufficient to allow the payment in whole or in part of the Class J Coupon, such unpaid amounts will be paid by the Issuer in accordance with Condition 6.4 below.

6.2.3 There shall be no maximum or minimum Rate of Interest.

6.2.4 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.

### 6.3 **Determination of Rates of Interest and Calculation of Interest Amount**

The Principal Paying Agent shall, on each Interest Determination Date, determine and notify to the Issuer, the Calculation Agent, the Luxembourg Stock Exchange and the Representative of the Noteholders:

- (a) the 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 each Class of Notes;
- (b) the Euro amount of interest payable on each Note in respect of such Interest Period (the “**Note Coupon**”). Such Note Coupon payable in respect of such Interest Period in respect of each Note shall be calculated by applying the relevant Rate of Interest as determined on such Interest Determination Date to the Notes Principal Amount Outstanding of such Note on immediately following Payment Date (or, in the case of the Initial Interest Period, the Issue Date) (and 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 such Interest Period and dividing by 360, and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).
- (c) the Euro amount of interest (the “**Interest Amount**”) payable on each Class of Notes in respect of such Interest Period in respect of such Class of Notes shall be calculated as the aggregate of all the Note Coupons payable in respect of such Interest Period for all the Notes of such Class.

### 6.4 **Interest Amount Arrears**

- 6.4.1 In the event that on any Payment Date, there are any Interest Amounts which are unpaid on their due date and remain unpaid as a result of the insufficiency of the Issuer Available Funds (“**Interest Amount Arrears**”) in respect of the Class A Notes (the “**Class A Interest Amount Arrears**”) and/or the Class J Coupon of the Class J Notes (the “**Class J Coupon Amount Arrears**”), the Class A Interest Amount Arrears, and/or Class J Coupon Amount Arrears, as the case may be, shall be: (a) deferred to the following Payment Date or, if earlier, the date on which a Trigger Notice, which is due to an Insolvency Event, is served on the Issuer; (b) aggregated with the amount of, and treated for the purpose of this Condition 6 (*Interest*) as if it were, interest due (subject to this Condition 6.4) on the relevant Class of Notes on the next succeeding Payment Date. No further interest shall accrue on the Interest Amount Arrears.
- 6.4.2 On any Payment Date on which the Interest Available Funds are insufficient to pay in full the Interest Amount due on the Senior Notes, the Principal Available Funds as determined on such Payment Date will be utilised towards payment of the relevant Interest Amount not payable under the Interest Available Funds in accordance with the applicable Priority of Payments.
- 6.4.3 The deferral of any Interest Amount Arrears on the highest ranking Class of Notes shall be without prejudice to the right of the Representative of the Noteholders to serve a Trigger Notice pursuant to Condition 11.1(i) (*Non-payment*).

### 6.5 **Publication of the Rate of Interest, the Interest Amount and the Interest Amount Arrears**

The Principal Paying Agent will, at the Issuer’s expense, cause the Rate of Interest and the Interest Amount applicable to each Class of Notes for each Interest Period and the relative Payment Date in respect of such Interest Amount to be notified promptly after determination to the Issuer, the Calculation Agent, the Representative of the Noteholders, Monte Titoli, the Luxembourg Stock Exchange and any other relevant stock exchange. The relevant Paying Agent will cause the same to be published in accordance with Condition 14 (*Notices*) on or as soon as reasonably practicable after the relevant Interest Determination Date.

If the Principal Paying Agent determines that any Class A Interest Amount Arrears will arise on a



Payment Date, notice to this effect will be given to the Issuer, the Calculation Agent, the Representative of the Noteholders, Monte Titoli, the Luxembourg Stock Exchange and any other relevant stock exchange no later than the Business Day prior to such Payment Date and, the relevant Paying Agent shall procure that a notice to this effect is given to the Noteholders in accordance with Condition 14 (*Notices*).

The Principal Paying Agent will be entitled to recalculate any Interest Amount or any Interest Amount Arrears (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

#### **6.6 *Determination or calculation by the Representative of the Noteholders***

If the Principal Paying Agent has used its best endeavour to determine the Rate of Interest and/or calculate the Interest Amount or, if relevant, the Interest Amount Arrears, for any Class of Notes in accordance with the foregoing provisions of this Condition 6 (*Interest*), but fails to so determine and/or calculate, then the Representative of the Noteholders shall:

- (a) determine the Rate of Interest for each Class of Notes at such rate as (having regard to the procedure described above) it shall consider fair and reasonable in all the circumstances; and/or
- (b) calculate the Interest Amount for each Class of Notes in the manner specified in Condition 6.3 (*Determination of Rates of Interest and Calculation of Interest Payments*) above; and/or
- (c) calculate the Interest Amount Arrears for each Class of Notes in the manner specified in Condition 6.4 (*Interest Amount Arrears*) above,

and any such determination and/or calculation shall be deemed as if made by the Issuer.

#### **6.7 *Notifications to be final***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Interest*) and Condition 7 (*Redemption, Purchase and Cancellation*) below, whether by the Reference Banks (or any of them), the Principal Paying Agent, the Issuer, the Calculation Agent or the Representative of the Noteholders shall (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) be binding on the Reference Banks, the Calculation Agent, the Issuer, any other Paying Agent, the Representative of the Noteholders and all Noteholders and (in such absence as aforesaid) no liability to the Class A Noteholders and the Class J Noteholders shall attach to the Reference Banks, the Principal Paying Agent, the Issuer, the Calculation Agent 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.

#### **6.8 *Reference Banks and Principal Paying Agent***

The Representative of the Noteholders shall ensure that, so long as any of the Notes remains outstanding, there shall at all times be three (3) Reference Banks and a Principal Paying Agent. The Reference Banks shall be three (3) major banks in the Euro-zone inter-bank market selected by the Principal Paying Agent with the approval of the Issuer. Under the terms of the Cash Allocation, Management and Payments Agreement, the Principal Paying Agent may not resign until a successor approved in writing by the Representative of the Noteholders has been appointed. If a new Principal Paying Agent is appointed, a notice will be published in accordance with Condition 14 (*Notices*).

### **7. REDEMPTION, PURCHASE AND CANCELLATION**

#### **7.1 *Final Maturity Date***

Unless previously redeemed in full as provided in this Condition 7, the Issuer shall redeem the Notes at their Notes Principal Amount Outstanding, plus any accrued interest, on the Payment Date falling on August 2031 (the "**Final Maturity Date**").

Unless previously redeemed and cancelled as provided in this Condition 7, all the Notes will be cancelled on the Cancellation Date. Any amount in respect of principal, interest or other amounts due and payable in respect of the Notes will (unless payment is improperly withheld or refused) be finally and definitively cancelled on the Cancellation Date.

## 7.2 **Mandatory Redemption**

- 7.2.1 Provided that a Trigger Notice has not been delivered to the Issuer, the Notes will be subject to mandatory redemption, in full or in part on the Initial Amortising Date and on each Payment Date thereafter if and to the extent there are sufficient Principal Available Funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provision of Condition 5.1.3 (*Principal Priority of Payments prior to the delivery of a Trigger Notice*) In any case, prior to the Initial Amortising Date, the repayment of principal in respect of the relevant Class of Notes will be deposited on the Principal Reserve Account and used on the Initial Amortising Date in accordance with the relevant Priority of Payments.
- 7.2.2 Upon delivery of a Trigger Notice (other than a Trigger Notice which is caused by the occurrence of an Insolvency Event), the Notes will be subject to mandatory redemption in full or in part on the Initial Amortising Date and on each Payment Date thereafter if and to the extent that there are sufficient Principal Available Funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provisions of Condition 5.2 (*Principal Priority of Payments after the delivery of a Trigger Notice*). Prior to the Initial Amortising Date, the repayment of principal in respect of the relevant Class of Notes will be deposited on the Principal Reserve Account and used on the Initial Amortising Date in accordance with the relevant Priority of Payments.
- 7.2.3 Following delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, the Issuer, to the extent that it has sufficient available funds which may be applied for repayment of principal on the Notes of each relevant Class in accordance with the provision of Condition 5.2 (*Priority of Payments after the delivery of a Trigger Notice*), shall on the immediately following Business Day redeem the Notes then outstanding in full (or in part *pro rata*).
- 7.2.4 The principal amount redeemable in respect of each Note (the “**Principal Payment**”) shall be a *pro rata* share of the aggregate amount determined in accordance with the provisions of this Condition 7.2 to be available for redemption of the Notes of the same Class on such date, calculated by reference to the ratio borne by the then Notes Principal Amount Outstanding of such Note to the then Notes 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 Notes Principal Amount Outstanding of the relevant Note.

## 7.3 **Optional Redemption of the Notes**

Unless previously redeemed in full, the Issuer may, at its option, redeem all but not some only of the Notes outstanding under the Securitisation, on any Payment Date falling after the expiry of the Initial Period at their Notes Principal Amount Outstanding together with all accrued but unpaid interest, provided that no Early Termination Event as set out under items (d), (e) and (f) of the definition of Early Termination Event has occurred.

Any such redemption (an “**Optional Redemption**”) may only be exercised provided that the Issuer has (i) received a notice from Agos pursuant to which Agos has notified its intention to exercise its purchase option pursuant to Clause 16 of the Master Transfer Agreement (subject to the conditions listed therein) and (ii) given not more than sixty (60) and not less than thirty (30) days’ prior written notice to the Representative of the Noteholders and has produced a certificate duly signed by the sole director of the Issuer to the effect that it will have the necessary funds (not subject to the interests of any person) on such Payment Date to discharge all of its outstanding liabilities in respect of the Notes and any amount required to be paid under the Intercreditor Agreement in priority to, or *pari passu* with, the Notes.

The necessary funds for the purpose of the Optional Redemption of the Notes may be obtained from the sale by the Issuer of all or part of the Portfolio. Should any such sale of the Portfolio occur, such

sale proceeds will form part of the Issuer Available Funds on the relevant Payment Date.

#### 7.4 **Redemption for Taxation**

If, at any time, following the expiry of the Initial Period, the Issuer confirms to the Representative of the Noteholders that on any Payment Date, the Issuer would be required to deduct or withhold (other than in respect of a Decree 239 Deduction) any amount from any payment of principal or interest on the Notes for or on account of Tax, and the Issuer provides the Representative of the Noteholders with a certificate signed by the sole director of the Issuer to the effect that the Issuer will have the necessary funds, not subject to the interest of any other person, to discharge all its outstanding liabilities in respect of the Notes and any amounts required under the relevant Conditions to be paid in priority to or *pari passu* with such Notes, then following receipt of a written notice from the Representative of the Noteholders authorising the redemption, the Issuer may, at its option, redeem on the next succeeding Payment Date all but not some only of the Notes at their Notes Principal Amount Outstanding together with accrued but unpaid interest up to and including the relevant Payment Date, having given not more than sixty (60) nor less than thirty (30) days' notice to the Representative of the Noteholders in writing and to the Noteholders in accordance with Condition 14 (*Notices*).

#### 7.5 **Call Option**

On the date of Optional Redemption the Originator will have the right to purchase the Portfolio subject to the provisions of Article 16 of the Master Transfer Agreement.

#### 7.6 **Change of Law**

If, as a result of any change of fiscal laws of Italy, the Issuer will no longer be required to pay any Taxes upon redemption of the Notes prior to the expiry of the Initial Period and the effects of this change of fiscal laws are confirmed by a legal opinion of a law firm reasonably satisfactory to the Representative of the Noteholders, the Initial Amortising Date of the Notes will, with the prior consent of the Representative of the Noteholders, be anticipated to the Payment Date immediately following the entering into force of such changes and accordingly, there will be no further accumulations of repayment of principal on the Principal Reserve Account and any amounts already accumulated thereon (and not utilised) may forthwith be paid to the relevant Noteholders on the next succeeding Payment Date. The Representative of the Noteholders shall give its consent to the anticipation of the Initial Amortising Date of the Notes if it receives confirmation from the Rating Agency that such anticipation shall not adversely affect the rating of the than outstanding Senior Notes.

#### 7.7 **Principal Payment**

On each Calculation Date, the Issuer shall procure that the Calculation Agent determines the Principal Payment of each Note and each Class of Notes on the next following Payment Date.

Each determination on behalf of the Issuer of the Principal Payment in relation to the Notes shall in each case (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) be final and binding on all persons.

The Issuer will, no later than the Calculation Date immediately preceding the relevant Payment Date, cause each determination of a Principal Payment on each Note (if any) and on each Class of Notes to be notified by the Calculation Agent to the Representative of the Noteholders, Monte Titoli, the Principal Paying Agent, the Luxembourg Stock Exchange and any other applicable stock exchange and notice thereof to be published in accordance with Condition 14 (*Notices*). If no Principal Payment is due to be made on any Class of Notes on a Payment Date, a notice to this effect will be given by or on behalf of the Issuer to the Noteholders of such Class in accordance with Condition 14 (*Notices*).

If the Principal Payment of each Note and on each Class of Notes is not determined by the Calculation Agent in accordance with the preceding provisions of this paragraph, such Principal Payment shall be determined by the Representative of the Noteholders in accordance with the provisions of this Condition 7 and each such determination or calculation shall be deemed as if made by the Issuer.

## 7.8 **Notice of Redemption**

Any notice referred to in Condition 7.2 (*Mandatory Pro Rata Redemption*), Condition 7.3 (*Optional Redemption of the Senior Notes*), Condition 7.4 (*Redemption for Taxation*), Condition 7.5 (*Call Option*) and Condition 7.6 (*Change of Law*) shall be made pursuant to Condition 14 (*Notices*) and in accordance with, in the case of *mandatory pro rata redemption*, Condition 7.7 (*Principal Payment and Principal to Redeem*); in the case of optional redemption or redemption for taxation reasons, Condition 7.3 (*Optional Redemption of the Notes*) and Condition 7.4 (*Redemption for Taxation*); in the case of redemption further to the exercise of the Call Option, Condition 7.5 (*Call Option*), Condition 7.9 (*Partial Purchase Option*) and in the case of redemption prior to the relevant Initial Period following a change of law, Condition 7.6 (*Change of Law*), as the case may be, with notice to the Luxembourg Stock Exchange indicating the Notes Principal Amount Outstanding of the relevant Class(es) of Notes and all accrued but unpaid interest thereon up to and including the relevant Payment Date. Each such notice shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the relevant Notes in accordance with this Condition 7 (*Redemption, Purchase and Cancellation*).

## 7.9 **Partial Purchase Option**

To the extent that the Originator has exercised the Partial Purchase Option in accordance with Clause 17 of the Master Transfer Agreement and unless previously redeemed in full, the Issuer may, at its option, redeem some only of the Notes outstanding under the Securitisation, on any Payment Date falling after the expiry of the Initial Period at their Notes Principal Amount Outstanding together with all accrued but unpaid interest, provided that no Early Termination Event as set out under items (d), (e) and (f) of the definition of Early Termination Event has occurred.

For the purpose of this partial redemption of the Notes the Issuer will apply the amounts received by the Originator as consideration of the exercise by the latter of the Partial Purchase Option; such sale proceeds will form part of the Issuer Available Funds on the relevant Payment Date and shall be applied pursuant to the applicable Priority of Payments.

## 7.10 **No purchase by Issuer**

The Issuer shall not purchase any of the Notes.

## **8. PAYMENTS**

8.1 Payment of principal and interest in respect of the outstanding Notes will be credited, in accordance with the instructions of Monte Titoli, by the Principal Paying Agent on behalf of the Issuer to the accounts of those banks and authorised brokers whose accounts with Monte Titoli are credited with such Notes and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of their customers, if any, credited with such Notes or through Euroclear Bank S.A./N.V., as operator of the Euroclear system (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”) to the accounts with Euroclear and Clearstream credited with such Notes or credited with the interest in such Notes (as the case may be), in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, as the case may be.

8.2 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.

8.3 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 Calculation Agent and to appoint another Calculation Agent. The Issuer will cause at least thirty (30) days’ prior notice of any replacement of the Calculation Agent to be given in accordance with Condition 14 (*Notices*).

## **9. TAXATION**

All payments in respect of Notes will be made without withholding or deduction for or on account of Tax other than a Decree 239 Deduction or any other withholding or deduction required to be made by

applicable law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction. In such a case the Issuer or any other person (as the case may be) shall make such payments after such withholding or deduction and shall account to the relevant authorities for the amount so withheld or deducted.

In the event that the Notes are redeemed, in whole or in part, during the Initial Period, the Issuer will be required to pay an additional tax equal to 20 per cent. of interest accrued on the amount so redeemed up to the time of such early redemption.

If the Issuer at any time becomes subject to taxation in a jurisdiction other than the Republic of Italy (such jurisdiction, a “**Taxing Jurisdiction**”), references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other Taxing Jurisdiction.

For the avoidance of doubt, notwithstanding that the Organization of the Noteholders, the Issuer is required to make a withholding or deduction on a payment in respect of the Notes this shall not constitute a Trigger Event.

## **10. PRESCRIPTION**

10.1 Claims against the Issuer for payments in respect of the Notes shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the Relevant Date in respect thereof.

10.2 In this Condition 10, “**Relevant Date**” means, in respect of a Note, the date on which a payment in respect thereof first becomes due and payable or (if the full amount of the monies payable in respect of all the Notes and accrued on or before that date has not been duly received by the Principal Paying Agent or the Representative of the Noteholders on or prior to such date) the date on which notice that the full amount of such monies has been received is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

## **11. TRIGGER EVENTS AND EARLY TERMINATION EVENTS**

11.1 If any of the following events (each of such events a “**Trigger Event**”) occur:

(i) *Non-payment*

- (a) on each Payment Date, the Issuer defaults in any payment of interest due and payable on the Senior Notes then outstanding; or
- (b) on the Final Maturity Date, the Notes Principal Amount Outstanding of the then outstanding Senior Notes is not totally redeemed;

and such default is not remedied within a period of, respectively, five and three Business Days from the due date for payment thereof;

(ii) *Breach of other obligations*

the Issuer is in breach of any of its obligations, representations or warranties under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Notes) and (except where, in the sole opinion of the Representative of the Noteholders, such breach is not capable of remedy in which case no notice will be required) such breach remains unremedied for 30 days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in its opinion, materially prejudicial to the interests of the Noteholders and requiring the same to be remedied;

(iii) *Insolvency of the Issuer*

- (a) an administrator, administrative receiver or liquidator of the Issuer is appointed over or

in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or the Issuer becomes subject to any bankruptcy, liquidation, administration, insolvency, composition, reorganisation (among which, without limitation, “*fallimento*”, “*concordato preventivo*” and “*accordi di ristrutturazione dei debiti*” within the meaning ascribed to those expressions by the laws of the Republic of Italy) or similar proceedings (or application is filed for the commencement of any such proceedings) or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Issuer; or

(b) proceedings are initiated against the Issuer under any applicable bankruptcy, liquidation, administration, insolvency, composition, reorganisation or similar laws and proceedings are not, in the opinion of the Representative of the Noteholders, being disputed in good faith;

(iv) *Winding-up etc.*

an order is made or an effective resolution is passed (in any respect deemed by the Representative of the Noteholders to be material and incapable of being remedied) for the winding up, liquidation or dissolution of the Issuer except a winding up for the purposes of or pursuant to an amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders or by an extraordinary resolution of the Noteholders pursuant to the Rules of the Organisation of the Noteholders; or

(v) *Unlawfulness*

it is or will become unlawful (in any respect deemed by the Representative of the Noteholders to be material and incapable of being remedied) 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;

then the Representative of the Noteholders:

(A) in the case of a Trigger Event under item (i) above may in its sole discretion or shall, if so directed by an Extraordinary Resolution; and

(B) in the case of a Trigger Event under items (ii), (iii), (iv) or (v) above, shall if so directed by an Extraordinary Resolution;

give written notice (a “**Trigger Notice**”) to the Issuer with copy to the Securitisation Administrator, following which all payments of principal, interest, Class J Additional Interest and other amounts due in respect of the Notes shall be made in accordance with the provisions of Condition 5.2 (*Priority of Payments after the delivery of a Trigger Notice*).

In addition, following the service of a Trigger Notice and in accordance with the Conditions, the Issuer shall, if so requested by the Representative of the Noteholders dispose of the Portfolio if certain conditions are satisfied.

11.2 If any of the following events occurs (each an “**Early Termination Event**”):

(a) a Trigger Notice is delivered to the Issuer;

(b) Agos is in material breach of its obligations under the Master Transfer Agreement, the Warranty and Indemnity Agreement, the Servicing Agreement or any other Transaction Document to which Agos is a party and, in the justified opinion of the Securitisation Administrator, (i) such breach is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy) such breach remains unremedied for 10 (ten) days (or 7 (seven) days where the breach relates to an undertaking to pay an amount of money) after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;

- (c) any of the representations and warranties given by Agos under the Master Transfer Agreement, the Servicing Agreement or the Warranty and Indemnity Agreement is breached, or is untrue, incomplete or inaccurate and in the justified opinion of the Securitisation Administrator, (i) such breach (or, as the case may be, such untruthfulness, incompleteness or inaccuracy) is materially prejudicial to the interests of the Senior Noteholders, and (ii) (except where, in the opinion of the Securitisation Administrator, such breach is not capable of remedy, in which case no notice will be required), such situation remains unremedied for 10 (ten) days after the Securitisation Administrator has given written notice thereof to Agos, requiring the same to be remedied;
- (d) Agos is declared insolvent or becomes subject to bankruptcy proceedings; a liquidator or administrative receiver is appointed or a resolution is passed for such appointment; a resolution is passed by Agos for the commencement of any of such proceedings or the whole or any substantial part of Agos's assets are subject to enforcement proceedings;
- (e) Agos carries out any action for the purpose of rescheduling its own debts, in full or with respect to a material portion thereof, or postponing the maturity dates thereof, enters into any extrajudicial arrangement with all or a material portion of its creditors (including any arrangement for the assignment of its assets in favour of its creditors), files any petition for the suspension of its payments or any court grants a moratorium for the fulfilment of its debts or the enforcement of the securities securing its debts and the Securitisation Administrator, in its justified opinion, deems that any of the above events has or may have a material adverse effect on Agos's financial conditions;
- (f) a resolution is passed for the winding up, liquidation or dissolution of Agos, except a winding up for the purposes of or pursuant to an amalgamation or reconstruction allowed under the terms of the Warranty and Indemnity Agreement;
- (g) the validity or effectiveness of any Transaction Document is challenged before any judicial, arbitration or administrative authority on the basis of arguments which, in the justified opinion of the Securitisation Administrator based on a legal opinion issued in favour of the Securitisation Administrator and Agos by a primary law firm, are grounded, where any such challenge is or may be, in the justified opinion of the Securitisation Administrator, materially prejudicial to the interests of the Noteholders;
- (h) the Issuer revokes Agos (in its capacity as Servicer) in accordance with the provisions of the Servicing Agreement;
- (i) if any, any Commingling Guarantee Provider has made any payment under Clauses 2 and 5.3 of any Commingling Guarantee, or Agos has not fulfilled its obligations under Clause 5.4, second sentence, of any Commingling Guarantee, or Agos is in breach with its obligation to pay the Commitment Fees due to any Commingling Guarantee Provider under Clause 6.3 of any Commingling Guarantee and such default is not remedied in the 30 days following the relevant due date;
- (j) on any Payment Date the Defaulted Account is not credited with an amount equal to the sum of the Receivables which have become Defaulted Receivables for the first time during the Quarter Reference Period preceding such Payment Date;
- (k) Agos has served a notice to the Issuer (and in copy to the Securitisation Administrator), in compliance with Clause 8.1(k) of the Master Transfer Agreement, by which it states and as a consequence it determines that the Purchase Period shall be considered as expired;
- (l) for two consecutive Calculation Dates, the Default Ratio exceeds 0.75%;
- (m) on any Calculation Date, the Delinquent Ratio exceeds 3.5%.

then, the Securitisation Administrator shall serve a notice to the Issuer, the Originator, the Servicer and the Representative of the Noteholders (the "**Early Termination Event Notice**"). The Early

Termination Event Notice shall be in writing but may otherwise take any form deemed to be most appropriate by the Representative of the Noteholders (e.g., letter, facsimile, e-mail and a registered letter is not required) and shall be deemed to have been duly delivered on the day it is received by the Issuer. The delivery of a Trigger Notice by the Representative of the Noteholders to the Issuer, with copy to Agos and the Securitisation Administrator, will constitute an Early Termination Event without any other notice by the Securitisation Administrator being required

Upon service of an Early Termination Event Notice no more purchases of Receivables shall take place under the Transfer Agreement and, where the Early Termination Event under item (a) of this Condition 10.1 has occurred, the Notes shall become repayable in accordance with Condition 5.2. (*Priority of Payments after the delivery of a Trigger Notice*).

## **12. ENFORCEMENT**

- 12.1 At any time after a Trigger Notice has been served, the Representative of the Noteholders may and, if so requested or authorised by an extraordinary resolution of the Noteholders of the highest ranking Class of Notes then outstanding (which resolution shall be binding all junior ranking Noteholders), shall take such steps and/or institute such proceedings against the Issuer as it may think fit to enforce repayment of the Notes and payment of accrued interest thereon, in accordance with the Rules of the Organisation of the Noteholders.
- 12.2 All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 11 (*Trigger Events and Early Termination Events*) or this Condition 12 by the Representative of the Noteholders shall (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) be binding on the Issuer and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders or the Issuer shall attach to the Representative of the Noteholders in connection with the exercise or non-exercise by it of its powers, duties and discretion hereunder.
- 12.3 In the event that the Representative of the Noteholders takes action to enforce rights of the Noteholders of any Class in respect of the Portfolio and the Issuer's Rights and after payment of all other claims ranking in priority to the Notes under the Conditions and the Intercreditor Agreement, if the remaining proceeds of such enforcement (the Representative of the Noteholders having taken action to enforce 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 howsoever due in respect of any Class of Notes and all other claims ranking *pari passu* therewith, then the Noteholders' claims against the Issuer in respect of such Notes will be limited to the extent of their respective *pro rata* share of such remaining proceeds (if any) and the obligations of the Issuer to such Noteholders under the relevant Class of Notes will be deemed discharged in full and any amount in respect of principal, interest or other amounts due under such Class of Notes will be finally and definitively cancelled.

## **13. APPOINTMENT AND REMOVAL OF THE REPRESENTATIVE OF THE NOTEHOLDERS**

- 13.1 The Organisation of the Noteholders shall be established upon and by virtue of the issuance of the Notes under the Securitisation and shall remain in force and in effect until repayment in full or cancellation of all Notes. the Rules of the Organisation of the Noteholders are attached hereto as Annex 1.
- 13.2 Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders.

The Representative of the Noteholders is the representative of the Organisation of the Noteholders. The appointment of the Representative 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 is appointed at the time of issue of the Notes pursuant to the Subscription Agreement. Each Noteholder is deemed to accept such appointment and accepts to be bound by the terms of the Transaction Documents signed by the Representative of the Noteholders as if such Noteholder was a signatory thereto.



- 13.3 Pursuant to the provisions of the Rules of the Organisation of the Noteholders, the Representative of the Noteholders can be removed by the Noteholders at any time, provided that a successor Representative of the Noteholders is appointed. Such successor to the Representative of the Noteholders shall be:
- (a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction acting through an Italian branch or through a branch situated in a European Union country; or
  - (b) a company or financial institution registered under article 107 of the Consolidated Banking Act; or
  - (c) any other entity permitted by specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

If a new Representative of the Noteholders is appointed, a notice will be published in accordance with Condition 14 (*Notices*) and the Luxembourg Stock Exchange will be promptly informed.

- 13.4 The Rules of the Organisation of the Noteholders contain provisions governing, *inter alia*, the terms of appointment, indemnification and exoneration from responsibility (and relief from responsibility) of the Representative of the Noteholders (including provisions relieving it from taking action unless indemnified to its satisfaction and providing for the indemnification of the Representative of the Noteholders in certain other circumstances) and provisions which govern the termination of the appointment of the Representative of the Noteholders and amendments to the terms of such appointment.

#### **14. NOTICES**

- 14.1 So long as the Notes are held by Monte Titoli on behalf of the authorised financial intermediaries and/or their customers, notices to the Noteholders may be given through the systems of Monte Titoli. In addition, so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, any notice regarding the Notes to such Noteholders shall be deemed to have been duly given if published on the Luxembourg Stock Exchange website (<http://www.bourse.lu/Accueil.jsp>). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required in a newspaper as referred to above.
- 14.2 The Representative of the Noteholders may sanction some other method of giving notice to the Noteholders of the relevant Class if, in its opinion, such other method is reasonable having regard to market practices then prevailing and to the rules of the stock exchange on which the Notes of the relevant Class are listed and provided that notice of such other method is given to the Noteholders of the relevant Class in such manner as the Representative of the Noteholders shall require.

#### **15. LIMITED RECOURSE AND NON PETITION**

- 15.1 Notwithstanding any other provision of these Conditions and the other Transaction Documents, the obligation of the Issuer to make any payment as per interests and as per principal, at any given time, under the Notes shall be equal to the lesser of (i) the aggregate amount of all sums due and payable under the Notes and (ii) the amount of applicable Issuer Available Funds available for such purpose under the Priorities of Payments. In particular, each Noteholder agrees that:
- 15.1.1 save as otherwise specified in these Conditions, all payments to be made by the Issuer to it shall be made by the Issuer or on its behalf only on Payment Dates (or on any other or alternative date on which payments of claims may be made by or on behalf of the Issuer to it under these Conditions);
  - 15.1.2 on each Payment Date (or on each other or alternative date on which payments of claims may be made by or on behalf of the Issuer to it under these Conditions), it shall have a claim

towards the Issuer only to the extent that there are applicable Issuer Available Funds to be used for such purpose under the applicable Priorities of Payments on such dates. Any further amount shall only be due on the next succeeding Payment Date (or other or alternative date on which payments of claims may be made by or on behalf of the Issuer to it under these Conditions), according to Condition 5;

15.1.3 it will not have any claims on any assets of the Issuer other than the Issuer Available Funds from time to time available under the Priorities of Payments for satisfaction of its claims towards the Issuer;

15.1.4 on the Cancellation Date or following liquidation, sale or transfer of the Portfolio, if the aggregate amounts received, realised or otherwise recovered by or on behalf of the Issuer, net of any sums which are payable by the Issuer in accordance with the Priorities of Payments in priority to or *pari passu* with sums payable to it, are insufficient to pay in full all of the Issuer's obligations to it, then each Noteholder shall have no further claim against the Issuer in respect of such unpaid amounts and such unpaid amounts shall be discharged in full;

15.1.5 it shall have no recourse against any quotaholder, officer, director, employee or agent of the Issuer.

15.2 Each Noteholder agrees that:

15.2.1 it will not make any claim or bring any action in contravention of the provisions of this Condition;

15.2.2 unless all of the Notes have been redeemed in full, it shall not take any steps whatsoever to enforce any right in respect of the Portfolio or any part thereof or to direct the Representative of the Noteholders to do so;

15.2.3 until one year and one day have expired from the latter between: (i) the date on which all Notes (including the notes issued in connection with the Programme) have been reimbursed in full or cancelled, or (ii) the date on which all notes issued within any future securitisation transaction executed by the Issuer pursuant to the Securitisation Law have been reimbursed in full or cancelled, it shall not take any steps for the purpose of recovering any of the obligations or any other debts whatsoever owing to it by the Issuer; and

15.2.4 until one year and one day have expired from the latter of: (i) the date on which all Notes (including the notes issued in connection with the Programme) have been repaid in full or cancelled in accordance with the relevant terms and conditions, or (ii) the date on which all notes issued within any future securitisation transaction executed by the Issuer pursuant to the Securitisation Law have been repaid in full or cancelled in accordance with the relevant terms and conditions, it shall not procure or take or join in any action which may result in the Issuer being subject to an Insolvency Proceeding, in the appointment of an administrative receiver or the making of an administration order against or the winding-up or liquidation of the Issuer in respect of any of its liabilities whatsoever.

15.3 Each Noteholder agrees that any judgment obtained by it in any action brought under any Transaction Document to which it is a party or any other document relating thereto shall by its terms constitute a lien on, and will be enforced only against, the applicable Issuer Available Funds available for satisfaction of the relevant obligations under the Priorities of Payments and not against any other assets or property or share capital of the Issuer or any incorporator, quotaholder, officer, director, employee or agent of the Issuer.

15.4 Each Noteholder covenants and agrees that if it shall receive payment in violation, or in contravention, of this Condition, it shall hold such payment and keep in escrow the relevant sums for the benefit of the other Noteholders and the Other Issuer Creditor(s) entitled thereto and pay them over to the Representative of the Noteholders or to such Noteholders and Other Issuer Creditor(s) as the Representative of the Noteholders shall instruct, in each case for application towards sums payable in accordance with the Priorities of Payments.

15.5 Each Noteholder hereby waives any rights of set-off (*compensazione*) (including by way of *eccezione*) between any amount payable by the Issuer for any reason to it, and any amount owed by the latter to the Issuer pursuant to the provisions of any of the Transaction Documents or otherwise, except as permitted under any of the Transaction Documents.

**16. GOVERNING LAW AND JURISDICTION**

16.1 The Notes will be governed by, and construed in accordance with, Italian law.

16.2 The Courts of Milan, Italy, shall have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, the Notes.

## ANNEX 1

### RULES OF THE ORGANISATION OF THE NOTEHOLDERS

#### TITLE I

#### GENERAL PROVISIONS

##### **Article 1**

##### General

The Organisation of Noteholders is automatically created upon the issue and subscription of the Notes under the Securitisation. The Organisation of the Noteholders is governed by these Rules of the Organisation of Noteholders (the “**Rules of the Organisation**”).

The Organisation of the Noteholders shall remain in force and effect until full repayment or cancellation of all notes (of any class) issued by Sunrise S.r.l. under the Euro [•] securitisation transaction of consumer loan-backed receivables established by Sunrise S.r.l. (respectively, the “**Notes**” and the “**Securitisation**”).

The contents of these Rules of the Organisation are deemed to be an integral part of each Note issued by Sunrise S.r.l. under the Securitisation.

##### **Article 2**

##### Definitions

Unless otherwise provided in these Rules of the Organisation, any capitalised term shall have the same meaning attributed to it in the terms and conditions governing the Notes issued by Sunrise S.r.l. under the Securitisation (the “**Conditions**”).

Any reference herein to an “**Article**” shall be a reference to an Article of these Rules of the Organisation.

In these Rules of the Organisation, the terms below shall have the following meaning:

“**Basic Terms Modification**” means any modification which results in:

1. a change in the Final Maturity Date of the relevant Class of Notes;
2. the postponement of any date for the payment of interest or principal on the relevant Class of the Notes;
3. the partial or total reduction, cancellation, or annulment of the Notes Principal Amount Outstanding or of the rate of interest applicable to the relevant Class of Notes;
4. a change in the majority required to pass an Extraordinary Resolution or the quorum required at any Meeting;
5. a change of the currency of payment of the relevant Class of Notes or of the date or priority of redemption of the relevant Class of Notes;
6. a change in the manner of allocation of the Interest Available Funds, of the Principal Available Funds or of the Issuer Available Funds among the various Classes of Notes;

7. a modification which would have the effect of altering the authorisation or consent by the Noteholders, including as pledgees, to the application of funds as provided for in the Transaction Documents;
8. the substitution of the Issuer by any other party as the principal obligor under the Notes;
9. the appointment or removal of the Representative of the Noteholders; or
10. an amendment of this definition.

“**Blocked Notes**” means the Notes for which a Voting Certificate has been issued by the depositary intermediary pursuant to the holder of the relevant Note(s) arranging for such Note(s) to be blocked in an account with the depositary intermediary not later than two Business Days before the time fixed for the Meeting and up to the moment in which the relevant Meeting is closed or the relevant Voting Certificate is surrendered to the depositary intermediary. A Voting Certificate shall be valid until the conclusion of the Meeting specified in the Voting Certificate or any adjournment of such Meeting and the depositary intermediary shall not be allowed to release the relevant Notes before such date unless the Voting Certificate is first surrendered to it. So long as a Voting Certificate is valid, the bearer thereof shall be considered to be the holder of the Notes to which such Voting Certificate refers for all purposes in connection with the Meeting;

“**Chairman**” means, in relation to any Meeting, the individual who takes the chair in accordance with Article 8 (*Chairman of the Meeting*);

“**Extraordinary Resolution**” means the special resolution which must be passed at a Meeting of the relevant Class(es) of Noteholders, duly convened and held in accordance with the provisions contained in these Rules of the Organisation, in order to approve a Basic Terms Modification or any of the matters listed in Article 19 (*Exclusive Powers of the Meeting*) as requiring an Extraordinary Resolution;

“**Financial Law**” means the Italian legislative decree No. 58 of 24 February 1998 as subsequently amended and supplemented;

“**Joint Resolution**” means the resolution of 22 February, 2008 jointly issued by CONSOB and Bank of Italy as amended from time to time;

“**Meeting**” means a meeting of the relevant Class(es) of Noteholders (whether originally convened or resumed following an adjournment);

“**Notes**” and “**Noteholders**” means:

- in connection with a Meeting of Class A Noteholders, the Class A Notes and the Class A Noteholders, respectively;
- in connection with a Meeting of Class J Noteholders, the Class J Notes and the Class J Noteholders, respectively; and
- in connection with a joint Meeting of the Senior Noteholders and Junior Noteholders, pursuant to Article 4 (*General Provisions*), such Classes of Notes and the holders of such Classes of Notes,

“**Notes Principal Amount Outstanding**” means, on any day:

- (a) in relation to each Class of Notes, the aggregate principal amount outstanding of all Notes in such Class;
- (b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all Principal Payments (as defined in Condition 7.2 (*Mandatory Pro Rata Redemption*)) in respect of that Note that have been repaid on or prior to that date.

“**Proxy**” means, with respect to a Meeting, written instructions issued by the Monte Titoli Account Holder

which authorise a designated person to vote according to such instructions with respect to the Blocked Notes;

“**Proxy Holder**” means, in relation to a Meeting, a person who has the right to vote pursuant to a Proxy;

“**Relevant Fraction**” means:

- (a) for voting on any resolution other than an Extraordinary Resolution, one-tenth of the Notes Principal Amount Outstanding of the outstanding Notes of the relevant Class(es);
- (b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two-thirds of the Notes Principal Amount Outstanding of the outstanding Notes of the relevant Class(es); and
- (c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Notes Principal Amount Outstanding of the outstanding Notes of each relevant Class;

provided, however, that, in the case of a Meeting postponed pursuant to Article 10 (*Adjournement for lack of quorum*), it shall mean:

- (aa) for voting on any resolution other than an Extraordinary Resolution, the fraction of the Notes Principal Amount Outstanding of the outstanding Notes represented or held by Voters present at the Meeting;
- (bb) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, one third of the Notes Principal Amount Outstanding of the outstanding Notes of the relevant Class(es); and
- (cc) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), 40% of the Notes Principal Amount Outstanding of the outstanding Notes of each relevant Class.

“**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 requested by any Noteholder and issued by the depositary intermediary in accordance with the Financial Law, the Decree 213/98 and the Joint Resolution, as subsequently amended and supplemented stating *inter alia*:

- (a) that the Blocked Notes will not be released until the earlier of: (i) the conclusion of the Meeting or any adjournment of such Meeting; (ii) the surrender of the certificate to the depositary intermediary;
- (b) the number of the Blocked Notes; and
- (c) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Blocked Notes.

“**Written Resolution**” means a resolution in writing signed by or on behalf of all Noteholders who at that time are entitled to participate in a Meeting in accordance with the provisions of these Rules of the Organisation, 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;

“**24 hours**” means a period of 24 hours including all or part of a day on which banks are open for business in the place where the Meeting of the relevant Noteholders is to be held, and such period shall be extended by one or, to the extent necessary, more periods of 24 hours until it includes the aforesaid all or part of a day on which banks are open for business as described above; and

“**48 hours**” means 2 consecutive periods of 24 hours.

In these Rules of the Organisation of the Noteholders:

- any reference to the then “**highest ranking Notes**” or “**highest ranking Class of Notes**” shall be to the Class A Notes, for as long as there are Class A Notes outstanding, (b) after all Class A Notes have been repaid in full or cancelled, to the Class J Notes;

### **Article 3**

#### Purpose of the Organisation

Each Class A Noteholder, and each Class J Noteholder becomes, as a consequence of the subscription or purchase of the relevant Class A Note(s), or Class J Note(s) (as the case may be) a member of the Organisation of the Noteholders.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, the taking of any action to protect the interests of the Noteholders.

## **TITLE II**

### **MEETINGS OF NOTEHOLDERS**

#### **Article 4**

##### General Provisions

It is possible to convene meetings of Noteholders of specific Classes subject to the provisions of these Rules and the Conditions and provided that the Representative of the Noteholders considers in its opinion that it does not prejudice the interests of the holders of any relevant Class of Notes, joint meetings of Noteholders of the two Classes.

Subject to Article 20 (*Relationships between Classes*), when outstanding Notes belong to more than one Class 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 the relevant Class;

In this paragraph “**business**” includes (without limitation) the passing or rejection of any resolution.

#### **Article 5**

##### Deposit of Voting Certificates and Validity of the Proxies and Voting Certificates

In order to be admitted to participate in a Meeting, Noteholders must deposit their Voting Certificates with the Principal Paying Agent not later than 48 hours before the relevant Meeting.

A Proxy shall be valid only if it is deposited, along with the related Voting Certificate(s) at the office of the Principal Paying Agent, or at any other place approved by the Principal Paying Agent, at least 48 hours before the relevant Meeting. If a Proxy 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.

The Voting Certificates and Proxies shall be valid until the release of the Blocked Notes to which they relate.

#### **Article 6**

##### Convening the Meeting

The Representative of the Noteholders may convene a Meeting at any time. The Representative of the Noteholders shall convene a Meeting any time it is requested to do so in writing by a number of Noteholders representing at least one-tenth of the Notes Principal Amount Outstanding of the Notes of the relevant Class or Classes in respect of which the Meeting is being convened or by the Board of Directors or the Sole Director (as the case may be) of the Issuer, provided it has first been indemnified or secured to its satisfaction.

Whenever the Issuer requests the Representative of the Noteholders to convene the Meeting, it shall immediately send a communication in writing to that effect to the Representative of the Noteholders specifying the day, time and location of the Meeting, and of the items to be included in the agenda.

The Meeting will be held at the place indicated or approved by the Representative of the Noteholders.

#### **Article 7**

##### Notices

At least 21 days' prior to the day set for the Meeting (exclusive of the day notice is delivered and of the day of the Meeting), notice in writing must be provided (upon instruction from the Representative of the Noteholders) by the Principal Paying Agent to the relevant Noteholders, the Issuer and the Representative of the Noteholders of the day, time and location of the Meeting. The notice shall set out the full text of any resolution to be voted on. Moreover, the notice shall state that the Notes may be deposited with or to the order of of the Principal Paying Agent for the purposes of obtaining the Voting Certificates or appointing Proxies not later than 48 hours before the time fixed for the Meeting.

In the absence of such notice, a Meeting will nevertheless be deemed to have been validly convened if the entire Notes Principal Amount Outstanding of the relevant Class or Classes in respect of which the Meeting is being convened is represented at the Meeting and all directors of the Issuer and the Representative of the Noteholders are present.

#### **Article 8**

##### Chairman of the Meeting

The Meeting is chaired by an individual appointed in writing by the Representative of the Noteholders. If such individual is absent or unable to chair or if no such appointment is made, the Meeting shall be chaired by the person so designated by the majority of the voters present failing which the Chairman will be appointed by the Board of Directors of the Issuer.

The Chairman ascertains that the Meeting has been duly convened and validly constituted, leads the discussion, and defines whether voting shall take place by show of hands or by poll.

The Chairman may be assisted by outside experts or technical consultants, specifically invited by the Chairman or the Representative of the Noteholders to assist in any item of the agenda, and may appoint one or more vote-counters, who are not required to be Noteholders.

#### **Article 9**

##### Quorum and voting

The quorum required for any Meeting convened by due notice shall be at least two Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount outstanding of the relevant Class or Classes. For the avoidance of doubt, such quorum shall also be applied in determining the required majority for the voting of any resolution.

#### **Article 10**

##### Adjournment for lack of quorum

If a quorum is not reached within 30 minutes after the time fixed for any given Meeting:

- (a) if such Meeting was requested by the Noteholders, the Meeting shall be dissolved; or
- (b) the Meeting shall be adjourned to a new date no earlier than 14 days after and no later than 42 days after the date of such Meeting, at such location as the Chairman determines.



## **Article 11**

### Adjourned Meeting

The Chairman may, with the prior consent of the Meeting, adjourn such Meeting to another time and at another place. However, at such adjourned Meeting no business shall be transacted except business which should have been transacted at the Meeting at which the adjournment took place.

## **Article 12**

### Notice following adjournment

If a Meeting is adjourned in accordance with the provisions of Article 10 (*Adjournment for lack of quorum*) above, such Meeting shall be reconvened in compliance with the terms provided in Articles 6 (*Convening the Meeting*) and 7 (*Notices*) above, provided however 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.

It shall not be necessary to give notice to resume any Meeting adjourned for reasons other than those described in Article 10 (*Adjournment for lack of quorum*).

## **Article 13**

### Participation

The following categories of persons may attend and speak at a Meeting:

- (a) Voters;
- (b) the directors, internal auditors (*sindaci*) and external auditors (*revisori*) of the Issuer;
- (c) the Representative of the Noteholders;
- (d) the financial advisers and legal counsel to the Issuer and the Representative of the Noteholders; and
- (e) any other person authorised by virtue of a resolution of the relevant Meeting.

## **Article 14**

### Voting by show of hands

Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands. If before the vote by show of hands the Chairman or one or more Voters who represent or hold at least one-tenth of the Notes Principal Amount Outstanding of the relevant Class or Classes of Notes request to vote pursuant to Article 15 (*Voting by poll*), or if the question is not unanimously approved by the voters at the Meeting upon a show of hands, the question shall be voted on in compliance with the provisions of Article 15 (*Voting by poll*). No request to vote by poll shall hinder continuation of the Meeting in relation to the other items on the agenda.

## **Article 15**

### Voting by poll

Whenever it is not possible to approve a resolution by show of hands in accordance with Article 14 (*Voting by show of hands*), voting shall be carried out by poll. Such vote may be taken immediately or after any adjournment is directed by the Chairman pursuant to Article 11 (*Adjourned Meeting*) above.

The Chairman sets the rules 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 rules set by the Chairman shall be null and void. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

#### **Article 16**

##### 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 Notes Principal Amount Outstanding on each Note represented or held by the Voter, when voting by poll.

Unless the terms of any Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled to or to cast all the votes which such Voter exercises in the same manner.

#### **Article 17**

##### Voting by Proxy

Revocation of a Proxy shall be valid only if the Principal Paying Agent is notified in writing of such revocation at least 24 hours prior to the time set for the Meeting. Unless revoked, the appointment to vote contained in a Proxy for a Meeting shall remain valid also in relation to a Meeting resumed following an adjournment, unless such Meeting was adjourned pursuant to Article 10 (*Adjournment for lack of quorum*). If a Meeting is adjourned pursuant to Article 10 (*Adjournment for lack of quorum*), each person appointed to vote in such Meeting shall have to be appointed again by virtue of another Proxy.

The Proxy shall be signed by the person granting the Proxy, shall not be granted blank, and shall bear the date, the name of the person appointed to vote, and the related Proxies. If there is no indication of how the right to vote has to be exercised, then such vote shall be deemed to be an abstention from voting on such proposed resolution.

The signature of the person issuing such instructions shall be authenticated by the depository intermediary which releases the related Voting Certificate, or by the Principal Paying Agent, or by the Representative of the Noteholders, or by a public official.

#### **Article 18**

##### Publication

Within 14 days of the conclusion of the Meeting, the Issuer shall give notice to the Noteholders, the Principal Paying Agent and the Representative of the Noteholders of the result of the votes on each resolution of the Meeting. Such notice shall be sent to the Noteholders in the manners set out in Condition 14 (*Notices*) of the Conditions and shall be sent to the Representative of the Noteholders and the Principal Paying Agent by registered mail (anticipated by fax).

#### **Article 19**

##### Exclusive Powers of the Meeting

The Meeting, subject to Article 20 (*Relationships between Classes*), shall have exclusive powers, exercisable only by Extraordinary Resolution, on the following matters:

- (a) approval of any Basic Terms Modification;

- (b) subject to Article 28 (B) (i) (*Exoneration of the Representative of the Noteholders*), approval of: (i) any amendments of the provisions of these Rules of the Organisation, the Conditions or the provisions of the Intercreditor Agreement or any other Transaction Document proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto, or (ii) any other proposal by the Issuer for any alteration or waiver of the rights of the Noteholders against the Issuer;
- (c) approval of any scheme or proposal relating to the mandatory exchange or substitution of all Notes or of any Class thereof;
- (d) the discharge or exoneration, including prior discharge or exoneration, of 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 of the Organisation, the Conditions or any other Transaction Document;
- (e) the grant of any authority, order or sanction which - under the provisions of these Rules of the Organisation or of the Conditions - must be granted pursuant to an Extraordinary Resolution;
- (f) the authorisation and ratification of the actions of the Representative of the Noteholders in compliance with these Rules of the Organisation, the Intercreditor Agreement and any other Transaction Document; and
- (g) subject to Article 28 (B) (i) (*Exoneration of the Representative of the Noteholders*), waivers of any breach, including the right to authorise a proposed breach by the Issuer of its obligations deriving under the Transaction Documents or the Notes, or waiver from enforcing a Trigger Event.

In addition, the Meeting (subject to Article 20 (*Relationships between Classes*)) shall have exclusive powers (without need however to adopt an Extraordinary Resolution) on any other matters offered to the Meeting for review by the relevant Noteholders, the Representative of the Noteholders or the Issuer.

## **Article 20**

### Relationship between Classes

In relation to each Class of Notes:

- (a) 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 the other Class of Notes (to the extent that there are Notes outstanding in the other Class) which, in the opinion of the Representative of the Noteholders, will be actually or potentially affected by it *provided however that* it will not be necessary to obtain the sanction of the Class J Noteholders (aa) in cases where failure to adopt the relevant Extraordinary Resolution would result in the downgrading or placement in creditwatch of Class A of Notes by one or more or all Rating Agencies, and (bb) in cases of vote on the appointment or removal of the Representative of the Noteholders, where the Class J Noteholders will be deemed to have approved any choice made by the Class A Noteholders.
- (b) no Extraordinary Resolution to approve any matter other than a Basic Terms Modification that is passed by Class J Noteholders shall be effective unless it is sanctioned by an Extraordinary Resolution of Class A Noteholders (to the extent that there are Class A Notes outstanding), unless the Representative of the Noteholders considers that none of the holders of Class A Notes would be prejudiced by the absence of such sanction.

Subject to the foregoing, a resolution shall be binding upon all Noteholders of the relevant Class or Classes, whether or not voting or present at such Meeting and, except in the case of a Basic Terms Modification, any resolution passed at a meeting of Class A Noteholders duly convened and held as aforesaid shall also be binding Class J Noteholders irrespective of the effect thereof on their interests.

## **Article 21**

### 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 of the Organisation.

## **Article 22**

### 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 recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it shall be deemed to have been duly passed and transacted.

## **Article 23**

### Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

## **Article 24**

### Individual Actions and Remedies

All Noteholders agree not to enforce any of their rights under the Notes until a Trigger Notice has been served upon the Issuer.

If, after a Trigger Notice has been served upon the Issuer, a Noteholder wishes to bring individual actions or take other individual remedies to enforce its rights under the Notes that do not amount to bankruptcy, insolvency or compulsory liquidation or similar proceedings, it will first give notice of its intention to the Representative of the Noteholders, who shall then without delay call for a Meeting of the then highest ranking Class of Notes outstanding. If the Meeting takes an Extraordinary Resolution approving the proposed individual action or remedy, then (a) if the Noteholder belongs to the then highest ranking Class of Noteholders, such Noteholder will not be prevented from the taking of such action or remedy, and (b) if the Noteholder does not belong to the highest ranking Class of Noteholders, a similar Extraordinary Resolution will have to be obtained from the highest ranking Class of Noteholders and from the Class of Noteholders of which such Noteholder is part. If any of such Meeting(s) does not pass, for whatever reason (including, but not limited to, want of quorum), such Extraordinary Resolution, then the Noteholder will be prevented from the taking of such action or remedy (the same matter, may, however be submitted again to the Meeting(s) after a reasonable time period).

No Noteholder will be allowed to take any individual action or remedy to enforce his/her rights under the Notes unless a Meeting of Noteholders has been held to resolve on such action or remedy in accordance with the provisions of this Article 24 (*Individual actions and remedies*).

The provisions of the Intercreditor Agreement govern the right of the Noteholders to institute against or join any other person in instituting against the Issuer any bankruptcy, insolvency or compulsory liquidation or similar proceeding.

## **TITLE III**

### **THE REPRESENTATIVE OF THE NOTEHOLDERS**

## **Article 25**

## Appointment, Removal and Remuneration

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 takes place at a Meeting in accordance with the provisions of this Article 25 (*Appointment, Removal and Remuneration*), except for the appointment of the first Representative of the Noteholders which will be Crédit Agricole Investor Services Bank Luxembourg.

Save for Crédit Agricole Investor Services Bank Luxembourg as the initial 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 through a branch situated in an European Union country; or
- (b) a company or financial institution registered under Article 107 of the Consolidated Banking Act;
- (c) any other entity permitted by specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

Unless the Representative of the Noteholders is removed by the Meeting or it resigns in accordance with Article 27 (*Resignation of the Representative of the Noteholders*), it shall remain in office until full repayment or cancellation of the Notes. The Meeting may remove the Representative of the Noteholders at any time and notice of the removal of the Representative of the Noteholders will be published in compliance with the provisions of Condition 14 (*Notices*) of the Conditions and all stock exchanges on which Notes are listed at such time will be promptly informed.

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 must fall within one of the categories set forth in (a), (b), and (c) above) accepts the appointment, and the powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary to perform the essential functions required in connection with the Notes, provided that such termination of the appointment shall be without prejudice to the right of the Representative of the Noteholders to receive any fees or other rights accrued as at the relevant date of termination.

The Directors and auditors of the Issuer and those who fall within the provisions of Article 2399 of the Italian Civil Code cannot be appointed as Representative of the Noteholders, and if appointed as such they shall be automatically removed.

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof as agreed by separate letter for the activity carried out during the period preceding a Trigger Notice and an additional sum as agreed from time to time by separate letter for the activity carried out during the period after a Trigger Notice. The fees under this Article shall be paid by the Issuer quarterly in arrears on each Payment Date in accordance with and to the extent permitted by the applicable Priorities of Payments up to (and including) the date when the Notes will have been repaid in full or cancelled in accordance with the Conditions.

## Article 26

### Duties and Powers of the Representative of the Noteholders

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders.

The Representative of the Noteholders shall attend to the implementation of the decisions of the Meeting of the Noteholders and shall protect the common interests of the Noteholders vis-a-vis the Issuer. The Representative of the Noteholders may convene a Meeting to obtain instructions from Noteholders of the relevant Class(es) on actions to be taken.

The Representative of the Noteholders may, in the execution and exercise of all its powers, authorities and discretions, act by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it thinks this is in the interest of the Noteholders, by power of attorney or otherwise, delegate to any person or persons some but not all of the trusts, powers, authorities and discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Noteholders may think fit in the interests of the Noteholders. The Representative of the Noteholders shall not be responsible for any action or omission by such delegate save where (i) the Representative of the Noteholders has not used the required care and skills in the choice of any such delegate, or (ii) where any loss or damage is due to the instructions given by the Representative of the Noteholders to any such delegate (including therefore any damage due to the contents or inaccuracy of any such instructions). The Representative of the Noteholders shall as soon as reasonably practicable give notice to the Issuer of the appointment, removal, extension and termination of any delegate as aforesaid and shall also procure that any delegate shall as soon as reasonably practicable give notice to the Issuer of any sub-delegate.

The Representative of the Noteholders shall be authorised to represent the Organisation of the Noteholders in judicial proceedings, including in cases of winding-up, Court supervised administration (*amministrazione controllata*), extraordinary administration, composition, bankruptcy, insolvency and forced administrative liquidation (*liquidazione coatta amministrativa*) of the Issuer.

#### **Article 27**

##### Resignation of the Representative of the Noteholders

The Representative of the Noteholders may resign at any time by giving at least three calendar months' written notice to the Issuer, without needing to provide any specific reason for the resignation. The resignation of the Representative of the Noteholders shall not become effective until (i) a Meeting of Noteholders has appointed a new Representative of the Noteholders, and (ii) such newly appointed Representative of the Noteholders has unconditionally accepted the appointment. Any such appointment of a new Representative of the Noteholders shall be notified to the Noteholders pursuant to Condition 14 and to all stock exchanges on which Notes are listed at such time.

#### **Article 28**

##### Exoneration of the Representative of the Noteholders

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

Without limiting the generality of the foregoing:

(A) The Representative of the Noteholders:

- (i) shall not be under any obligation to take any steps to ascertain whether a Trigger Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under any other Transaction Document has occurred, and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Trigger Event or such other event, condition or act has occurred;
- (ii) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any of the other parties to these Rules of the Organisation or any other Transaction Documents of their obligations contained hereunder or thereunder 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 these Rules of the Organisation of the Noteholders or the Transaction Documents are carefully observing and performing all their respective obligations;

- (iii) shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules of the Organisation 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 of the Organisation or of any other 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 (aa) the nature, status, creditworthiness or solvency of the Issuer, (bb) 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, (cc) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith, (dd) 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 (ee) any accounts, books, records or files maintained by the Issuer, the Servicer, the Account Bank and the Principal Paying Agent or any other person in respect of the Portfolios;
- (v) shall not be responsible for the receipt or application by the Issuer of the proceeds 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 agency or any other party maintain the rating of the Notes;
- (vii) shall not be responsible for and for investigating any matter which is the subject of any recitals, statements, warranties or representations by any party other than the Representative of the Noteholders contained herein or in any other Transaction Document;
- (viii) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules of the Organisation or any other Transaction Document;
- (ix) shall not be under any obligation to insure the Portfolios or any of them or any part thereof or otherwise guarantee the repayment of the Portfolios or any of them or any part thereof;
- (x) shall not (unless and to the extent ordered so to do 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 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;
- (xi) shall not be responsible for (except as otherwise provided in the Conditions or in the other Transaction Documents) making or verifying any determination or calculation in respect of the Portfolio and the Notes;
- (xii) shall not be obliged to have regard to the consequences of any action under these Rules or any Transaction Documents or any modification of these Rules or any of the other Transaction Documents for individual Noteholders or any relevant persons resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory;
- (xiii) shall not be responsible for, nor shall it have liability with respect to any loss or damage arising from the realisation of all or any part of the Portfolios or any of them or from any exercise or non exercise by it of any power, authority or discretion conferred on it in relation to such security or otherwise unless such loss or damage is caused by fraud, wilful misconduct or negligence;

(xiv) shall not be responsible for verifying the contents of any auditor's report or certificate, and the Representative of the Noteholders is entitled to rely on such report or certificate.

(B) The Representative of the Noteholders:

- (i) may, without being required to obtain the consent of the Noteholders, agree with the other parties thereto amendments or modifications to these Rules or to any other Transaction Documents or agree to waivers when in the opinion of the Representative of the Noteholders is to correct a manifest error or is of a formal, minor or technical nature, provided that no such amendment, modification or waiver shall be made which is or may be, in the sole opinion of the Representative of the Noteholders, prejudicial to the interests of the Noteholders (or of one Class thereof) and provided further that no such amendment, modification or waiver may be made on any matter reserved to the exclusive powers of the Meeting, in contravention of any express direction by a Meeting or of a request in writing made by the holders of not less than 25% in aggregate principal amount of either the Senior Notes or (when the Senior Notes will have been repaid in full) of the Notes then outstanding;
- (ii) may act on the advice of a certificate or opinion 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 fraud, gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders; any such advice, certificate, opinion or information may be sent or obtained by letter, telex, telegram, facsimile transmission or cable and, in the absence of fraud, negligence or wilful misconduct or fraud on the part of the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting on advice, certificate, opinion or information purporting to be conveyed by any such letter, telex, telegram, facsimile transmission or cable although the same shall contain some error or should not be authentic;
- (iii) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing, 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 actual knowledge or express notice to the contrary;
- (iv) save as expressly otherwise provided herein, 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 of the Organisation 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 fraud, wilful misconduct (*dolo*) or gross negligence (*colpa grave*);
- (v) 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 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 at the Meeting to be indemnified and/or provided 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;
- (vi) 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;



- (vii) may certify whether or not a Trigger Event is in its opinion prejudicial to the interests of the Noteholders and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other relevant person;
- (viii) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these Rules of the Organisation, 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 relevant person;
- (ix) may assume without enquiry that no Notes are, at any given time, held by or for the benefit of the Issuer;
- (x) shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules of the Organisation, that such exercise will not be prejudicial to the interest of the Noteholders if the Rating Agencies have confirmed that the then current rating of the Senior Notes would not be adversely affected by such exercise, or have otherwise given their consent. If the Representative of the Noteholders, in order to properly exercise its rights or fulfil its obligation, deems it necessary to obtain the valuation of the Rating Agencies regarding how a specific act would affect the rating of the Senior 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;
- (xi) shall be at liberty to hold or to place these Rules, the Transaction Documents and any documents relating hereto in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Representative of the Noteholders to be of good repute and the Representative of the Noteholders shall not be responsible for or required to insure against any loss incurred in connection with any such deposit and may pay all sums required to be paid on account of or in respect of any such deposit;
- (xii) may call for and shall be at liberty to accept and place full reliance on and as sufficient evidence of the facts stated therein, a certificate or letter of confirmation certified as true and accurate and signed on behalf of any common depositary as the Representative of the Noteholders considers appropriate, or any form of record made by any of them to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as entitled to a particular number of Notes;
- (xiii) shall be entitled to call for and to rely upon a certificate or any letter or confirmation or explanation reasonably believed by it to be genuine, of any party to the Intercreditor Agreement or any Other Issuer Creditor or any Rating Agency in respect of every matter and circumstance for which a certificate is expressly provided for hereunder or any other Transaction Document or in respect of any rating of the Notes and it shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be occasioned by its failing so to do; and
- (xiv) shall be free to enter into any further business relationships with the Issuer, the Originator, the Arranger or any other party to the Transaction Documents.

No provision of these Rules of the Organisation 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 if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action.

## **Article 29**

### Security Documents

The Representative of the Noteholders is entitled to exercise all rights granted by the Issuer in favour of the Noteholders and the Other Issuer Creditors under the Italian Deeds of Pledge. The Representative of the Noteholders, in its capacity as security trustee under the English Deed of Charge, is entitled to exercise all rights granted by the Issuer to it in its capacity as trustee for the Beneficiaries (as defined in the English Deed of Charge) under the English Deed of Charge. The beneficiaries of the Security Documents are referred to herein as the “**Secured Parties**”.

The Representative of the Noteholders, acting on behalf of the Secured Parties, may:

- (a) appoint and entrust the Issuer to collect, in the Secured Parties’ interest and on their behalf, any amounts deriving from the pledged claims and rights and may instruct, jointly with the Issuer, the relevant debtors of the pledged claims to make any payments to be made thereunder to an Account of the Issuer;
- (b) acknowledge that the account(s) to which payments have been made in respect of the pledged claims shall be deposit accounts for the purpose of Article 2803 of the Italian Civil Code and agrees that such account(s) shall be operated in compliance with the provisions of the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement;
- (c) agree that all funds credited to the relevant Issuer Accounts from time to time shall be applied in accordance with the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement ;
- (d) agree that cash deriving from time to time from the pledged claims and the amounts standing to the credit of the relevant Issuer Accounts shall be applied in and towards satisfaction of amounts due to the Secured Parties and any other parties according to the applicable Priorities of Payment.

The Noteholders irrevocably waive any right which they may have hereunder in respect of cash deriving from time to time from the pledged claims and amounts standing to the credit of the Issuer Accounts which is not in accordance with the foregoing. The Representative of the Noteholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the pledged claims under the Security Documents except in accordance with the foregoing and the Intercreditor Agreement.

## **Article 30**

### Indemnity

Pursuant to the Subscription Agreements, the Issuer has covenanted and undertaken to reimburse upon demand, out of the Issuer Available Funds and in accordance with the Priorities of Payments, to the extent not already reimbursed, paid or discharged by the Noteholders or any Other Issuer Creditors, all costs and expenses properly incurred by the Representative of the Noteholders or by any persons to whom the Representative of the Noteholders has delegated any power or duty in the exercise of its powers and the performance of its duties, except insofar as any such expense is incurred as a result of the fraud, gross negligence or wilful misconduct and to the extent all such costs and expenses are duly documented.

## **TITLE IV**

### **THE ORGANISATION OF THE NOTEHOLDERS AFTER SERVICE OF A TRIGGER NOTICE**

## **Article 31**

### Powers

It is hereby acknowledged that, upon service of a Trigger Notice, 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 to exercise certain rights in relation to the Portfolios and the Transaction Documents. 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**

#### **Article 32**

##### Governing Law

These Rules of the Organisation are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

#### **Article 33**

##### Jurisdiction

The Courts of Milan, Italy, shall have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, these Rules of the Organisation.

## SELECTED ASPECTS OF ITALIAN LAW RELEVANT TO THE TRANSACTION

### The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

It applies to securitisation transactions involving the “true” sale (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with Article 3 of the Securitisation Law and all amounts paid by the assigned debtors are to be used by the relevant company exclusively to meet its obligations under the notes issued to fund the purchase of such receivables and all costs and expenses associated with the relevant securitisation transaction.

### The Assignment

The assignment of the receivables under the Securitisation Law is governed by Article 58, paragraphs 2, 3 and 4, of the Consolidated Banking Act. The prevailing interpretation of this provision, which view has been strengthened by Article 4 of the Securitisation Law, is that the assignment can be perfected against the originator and third party creditors by way of publication of a notice of such assignment in the Italian Official Gazette and, against the assigned debtors, upon the aforementioned Official Gazette publication as well as registration of such assignment in the Companies’ Register (*registro delle imprese*) competent for the place where the Issuer has its registered office, so avoiding the need for notification to be served on each assigned debtor.

As a result, as of the date of publication of the notice in the Official Gazette and registration with the competent Register of Enterprises, the assignment becomes enforceable against:

- (a) the assigned debtors and any creditors of the originator who have not prior to the date of publication of the notice commenced enforcement proceedings in respect of the relevant receivables;
- (b) the liquidator or any other bankruptcy officials of the assigned debtors (so that any payments made by an assigned debtor to the purchasing company may not be subject to any claw-back action according to Article 67 of Italian Royal Decree No. 267 of 16 March 1942 (*Legge Fallimentare*) (the “**Bankruptcy Law**”); and
- (c) other permitted assignees of the originator who have not perfected their assignment prior to the date of publication.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned receivables will automatically be transferred to and perfected with the same priority in favour of the company which has purchased the receivables, without the need for any formality or annotation.

As from the date of publication of the notice of the assignment in the Official Gazette and registration of the assignment with the competent Register of Companies, no legal action may be brought against the receivables assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant receivables and to meet the costs of the transaction.

### Ring-Fencing of the Assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction (i.e. the assets relating to each of the Programme, the Securitisation and any future securitisation transaction) will, by operation of law, be segregated for all purposes from all other assets of the Issuer. Prior

to and on a winding-up of the Issuer, such assets will be available only to holders of 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 .

### **Claw Back of the Sale of the Portfolio**

Assignments executed under the Securitisation Law may be clawed back under Article 67 of the Bankruptcy Law but only in the event that the relevant party was insolvent when the assignment was entered into and the adjudication of bankruptcy of the relevant party is made within three months or, in cases where paragraph 1 of Article 67 applies, within six months of the securitisation transaction (under the Securitisation Law the 2 years and 1 year suspect periods provided by Article 67 of the Bankruptcy Law are reduced to 6 months and 3 months respectively). Under the Warranty and Indemnity Agreement, the Originator has represented and warranted that it was and it will be solvent (i) as of the First Purchase Date and the Issue Date, in relation to the Initial Receivables; and (ii) as of the relevant Purchase Date, in relation to the relevant Subsequent Receivables, with reference to the then existing facts and circumstances.

In this respect it should be considered that Article 67 of the Bankruptcy Law has been recently amended, with effect as from 17 March 2005, by Law Decree 14 March 2005, No. 35, converted into law by Law 15 May 2005, No. 80 (“**Law 80**”). Under Article 67 of the Bankruptcy Law as amended by Law 80, the suspect period is reduced respectively to 1 year and to 6 months.

### **Claw-Back Action against the payments made to companies incorporated under the Securitisation Law**

According to Article 4 of the Securitisation Law, the payments made by an assigned debtor to the Issuer may not be subject to any claw-back action according to Article 67 of the Bankruptcy Law.

All other payments made to the Issuer by any party under a Transaction Document in the year/six month suspect period prior to the date on which such party has been declared bankrupt or has been admitted to the compulsory liquidation may be subject to claw-back action according to Article 67 paragraphs 1 or 2, as applicable, of the Bankruptcy Law. The relevant payment will be set aside and clawed back if the receiver gives evidence that the recipient of the payments had knowledge of the state of insolvency when the payments were made. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court may in its discretion consider all relevant circumstances.

### **Recoveries under the Consumer Loans**

Following default by a Borrower under a Consumer Loan, the Servicer will be required to take steps to recover the sums due under such Consumer Loan in accordance with its credit and collection policies and the Servicing Agreement. See “*The Originator and the Servicer*” and “*The Procedures*”, above.

The Servicer may take steps to recover the deficiency from the relevant Debtor. Such steps could include an out-of-court settlement; however, legal proceedings may be taken against the relevant Debtor if the Servicer is of the view that the potential recovery would exceed the costs of the enforcement measures. In such event, due to the complexity of and the time involved in carrying out legal or insolvency proceedings against the Debtor and the possibility for challenges, defences and appeals by the Debtor, there can be no assurance that any such proceedings would result in the payment in full of outstanding amounts under the relevant Consumer Loan.

In the Republic of Italy, a lender which has received a judgment against a debtor in default may enforce the judgment through a forced sale of the debtor's (or guarantor's) goods, claims or real estate assets, if the lender has previously been granted a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Attachment proceedings may be commenced also on due and payable claims of a borrower (such as bank accounts, salary etc.) or on a borrower's moveable property which is located on a third party's premises.

Forced sale proceedings are directed against the debtor's properties following notification of an *atto di precetto* to the relevant debtor together with a *titolo esecutivo*, *i.e.* an instrument evidencing the nature of the claim and its enforceability at law.

The average length of time for a forced sale of a debtor's goods, from the court order or injunction of payment to the final sharing-out, is about three years. The average length of time for a forced sale of a debtor's real estate asset, from the court order or injunction of payment to the final sharing-out, is between six and 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.

However, it is to be noted that forced sale proceedings have been recently widely reviewed by law decree No. 35 of 14 March 2005, converted into law bylaw No. 80 of 14 May 2005. The forced sale proceedings have been consequently simplified in various aspects, the most notable of which are: (i) a slight reduction of third parties' right of participation to the foreclosure procedure; (ii) more efficient and widespread advertising of sales and auctions to the public; (iii) in addition to public notaries, the sale of real estate properties can be delegated to qualified lawyers and professional accountants (*commercialisti*); (iv) a simplification of the procedures of sale/auction; (v) more restrictions to the borrower being appointed as a custodian (vi) the possibility for the judge supervising the execution to dispose the disputes arising during the distribution phase by way of summary proceedings.

Such reform was aimed at speeding up and simplifying such proceedings and it might lead to a reduction of the length of their time frame.

## TAXATION IN THE REPUBLIC OF ITALY

*The statements herein regarding taxation summarise the principal Italian tax consequences of the purchase, the ownership, the redemption and the disposal of the Notes. They apply to a holder of Notes only if such holder purchases its Notes in this offering. It is a general summary that does not apply to certain categories of investors and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. It does not discuss every aspect of Italian taxation that may be relevant to a holder of Notes if such holder is subject to special circumstances or if such holder is subject to special treatment under applicable law.*

*This summary also assumes that the Issuer is resident in Italy for tax purposes, is structured and conducts its business in the manner outlined in this Prospectus. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this summary. This summary also assumes that each transaction with respect to Notes is at arm's length.*

*Where in this summary English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.*

*The statements herein regarding taxation are based on the laws in force in the Republic of Italy as of the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The Issuer will not update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid.*

*Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.*

### **1. Interest on the Notes**

Section 6, paragraph 1, of the Securitisation Law and Decree No. 239 regulate the income 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 having a maturity of eighteen months or more issued by a company incorporated pursuant to the Securitisation Law.

#### **1.1. Italian resident Noteholders**

Where an Italian resident Noteholder is (i) an individual not engaged in a business activity to which the Notes are effectively connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes are subject to a Tax, referred to as imposta sostitutiva, levied at the rate of 12.5% (either when the Interest is paid by the Issuer, or when payment thereof is obtained by the Noteholder on a sale of the relevant Notes). The imposta sostitutiva may not be recovered by the Noteholder as a deduction from the income tax due.

If the Notes are held by an investor engaged in a business activity and are effectively connected with the same business activity, the Interest is subject to the imposta sostitutiva and is included in the relevant income tax return. As a consequence, the Interest is subject to the ordinary income tax and the imposta sostitutiva may be recovered as a deduction from the income tax due.

Pursuant to the Decree No. 239, imposta sostitutiva is levied by banks, società di intermediazione mobiliare (“**SIMs**”), società di gestione del risparmio (“**SGRs**”), fiduciary companies, stock exchange agents and other entities identified by the relevant Decrees of the Ministry of Finance (the “**Intermediaries**”).

An Intermediary must satisfy the following conditions:

- (i) it must be: (a) resident in Italy; or (b) a permanent establishment in Italy of an intermediary resident outside of Italy; or (c) an organisation or company non-resident in Italy, acting through a system of centralized administration of securities and directly connected with the Department of Revenue of the Ministry of Finance (which includes Euroclear and Clearstream, Luxembourg) 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 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.

Where the Notes are not deposited with an Intermediary, imposta sostitutiva is applicable and withheld by any Italian bank or any Italian intermediary paying Interest to a Noteholder.

The *imposta sostitutiva* regime described herein does not apply in cases where the Notes are held in a discretionary investment portfolio managed by an authorized intermediary pursuant to the so-called discretionary investment portfolio regime (“**Risparmio Gestito**” regime as described under paragraph 2, “**Capital Gains**”, below). In such a case, Interest is not subject to imposta sostitutiva but contributes to determine the annual net accrued result of the portfolio, which is subject to an ad-hoc substitutive tax of 12.5%.

The *imposta sostitutiva* also does not apply to the following subjects, to the extent that the Notes and the relevant coupons are deposited in a timely manner, directly or indirectly, with an Intermediary:

- (i) *Corporate investors* - Where an Italian resident Noteholder is a corporation or a similar commercial entity (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), Interest accrued on the Notes must be included in: (I) the relevant Noteholder’s yearly taxable income for the purposes of corporate income tax (“**IRES**”), applying at the rate of 27.5%; and (II) in certain circumstances, depending on the status of the Noteholder, also in its net value of production for the purposes of regional tax on productive activities (“**IRAP**”), generally applying at the rate of 3.9%. IRAP rate can be increased by regional laws up to 0.92%. Said Interest is therefore subject to general Italian corporate taxation according to the ordinary rules;
- (ii) *Investment funds* - Italian investment funds (including a Fondo Comune d’Investimento, or a SICAV, as well as Luxembourg investment funds regulated by article 11-bis of Law Decree No. 512 of 30 September 1983, collectively, the “**Funds**”) are subject to a 12.5% substitutive tax on their annual net accrued result. Interest on the Notes is included in the calculation of such annual net accrued result.
- (iii) *Pension funds* - Pension funds (subject to the tax regime set forth by Article 17 of Legislative Decree No. 252 of 5 December 2005, the “**Pension Funds**”) are subject to an 11% substitutive tax on their annual net accrued result. Interest on the Notes is included in the calculation of such annual net accrued result; and
- (iv) *Real estate investment funds* – Interest payments in respect of the Notes to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 (the “**Real Estate Investment Funds**”) are generally subject neither to imposta



sostitutiva nor to any other income tax in the hands of the same Real Estate Investment Funds. Please note that Law Decree No. 112 of June 25, 2008, converted into law by Law no. 133 of August 6, 2008, has introduced a 1% property tax, to be levied – on a yearly basis – on the net asset value of certain Real Estate Investment Funds qualifying as “family funds”.

## 1.2. Non-Italian resident Noteholders

An exemption from imposta sostitutiva is provided with respect to certain beneficial owners of the Notes resident outside of Italy, not having a permanent establishment in Italy to which the Notes are effectively connected. In particular, pursuant to the Decree No. 239 the aforesaid exemption applies to any beneficial owner of an Interest payment relating to the Notes who (i) is resident, for tax purposes, in a country which allows for a satisfactory exchange of information with the Republic of Italy (as currently listed by Ministerial Decree dated 4 September 1996, a “**White List Country**”); or (ii) is an international body or entity set up in accordance with international agreements which have entered into force in the Republic of Italy; or (iii) is the Central Bank or an entity also authorised to manage the official reserves of a country; or (iv) is an institutional investor which is established in a White List Country, even if it does not possess the status of taxpayer in its own country of establishment (each, a “**Qualified Noteholder**”).

Pursuant to Law No. 244 of December 24, 2007, a new list of White List Countries will be enacted by a Ministerial Decree.

The exemption procedure for Noteholders who are non-resident in Italy and are resident in qualifying countries identifies two categories of intermediaries:

- (i) an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be EU resident) (the “**First Level Bank**”), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); and
- (ii) an Italian resident bank or SIM, or a permanent establishment in Italy of a non-resident bank or SIM, acting as depositary or sub-depositary of the Notes appointed to maintain direct relationships, via telematic link, with the Italian tax authorities (the “**Second Level Bank**”). Organisations and companies non-resident in Italy, acting through a system of centralized administration of securities and directly connected with the Department of Revenue of the Ministry of Finance (which include Euroclear and Clearstream) are treated as Second Level Banks, provided that they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to Article 80 of Legislative Decree no. 58 of 24 February 1998) for the purposes of the application of Decree No. 239.

In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank.

The exemption from the imposta sostitutiva for Noteholders who are non-resident in Italy is conditional upon:

- (a) the deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and
- (b) the submission to the First Level Bank or the Second Level Bank of a statement of the relevant Noteholder (*autocertificazione*), to be provided only once, in which it declares that it is eligible to benefit from the exemption from imposta sostitutiva. Such statement must comply with the requirements set forth by a Ministerial Decree dated 12 December, 2001, is valid until withdrawn or revoked and needs not to be submitted where a certificate, declaration or other similar document for

the same or equivalent purposes was previously submitted to the same depository. The above statement is not required for non-Italian resident investors that are international bodies or entities set up in accordance with international agreements entered into force in the Republic of Italy or Central Banks or entities also authorized to manage the official reserves of a State.

### **1.3. Early Redemption**

Without prejudice to the regime described above, if the Notes are subject to an early redemption within eighteen months from the issue date, a tax is payable by the Issuer at the rate of 20% in respect of Interest accrued thereon up to the date of such early redemption, pursuant to Article 26, paragraph 1, of Presidential Decree No. 600 of 29 September, 1973, as amended. Pursuant to one interpretation of Italian tax law, this 20% additional tax may also be due in the event that the Issuer were to purchase the Notes and subsequently cancel them prior to the aforementioned eighteen-month period.

## **2. Capital Gains**

### **2.1. Italian resident Noteholders**

Pursuant to Legislative Decree No. 461 of 21 November, 1997, as amended, a 12.5% capital gains tax (the “CGT”) is applicable to capital gains realized on any sale or transfer of the Notes for consideration or on redemption thereof by Italian resident individuals (not engaged in a business activity to which the Notes are effectively connected), regardless of whether the Notes are held outside of Italy.

For the purposes of determining the taxable capital gain, any Interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

Taxpayers can opt for one of the three following regimes:

- (a) Tax return regime (“**Regime della Dichiarazione**”) - The Noteholder must assess the overall capital gains realized in a certain fiscal year, net of any incurred capital losses, in his annual income tax return and pay the CGT so assessed together with the income tax due for the same fiscal year. Losses exceeding gains can be carried forward into following fiscal years up to the fourth following fiscal year. Since this regime constitutes the ordinary regime, the taxpayer must apply it to the extent that the same does not opt for any of the two other regimes;
- (b) Non-discretionary investment portfolio regime (“**Risparmio Amministrato**”) - The Noteholder may elect to pay the CGT separately on capital gains realized on each sale or transfer of the Notes. Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with banks, SIMs or other authorized intermediaries and (ii) an express election for the Risparmio Amministrato regime being made in writing by the relevant Noteholder. The Risparmio Amministrato lasts for the entire fiscal year and unless revoked prior to the end of such year will be deemed valid also for the subsequent one. The intermediary is responsible for accounting for the CGT in respect of capital gains realized on each sale or transfer of the Notes, as well as in respect of capital gains realized at the revocation of its mandate. The intermediary is required to pay the relevant amount to the Italian tax authorities by the 16<sup>th</sup> day of the second month following the month in which the CGT is applied, by deducting a corresponding amount from the proceeds to be credited to the Noteholder. Where a particular sale or transfer of the Notes results in a net loss, the intermediary is entitled to deduct such loss from gains subsequently realized on assets held by the Noteholder with the same intermediary and within the same deposit relationship, in the same fiscal year or in the following fiscal years up to the fourth following fiscal year. The Noteholder is not required to declare the gains in his annual income tax return; and

- (c) Discretionary investment portfolio regime (“**Risparmio Gestito**”) - If the Notes are part of a portfolio managed by an Italian asset management company, capital gains are not subject to the CGT, but contribute to determine the annual net accrued result of the portfolio. Such annual net accrued result of the portfolio, even if not realized, is subject to an ad-hoc 12.5% substitutive tax, which the asset management company is required to levy on behalf of the Noteholder. Any losses of the investment portfolio accrued at year end may be carried forward against net profits accrued in each of the following fiscal years, up to the fourth following fiscal year. Under such regime the Noteholder is not required to declare the gains in his annual income tax return.

The aforementioned regime does not apply to the following subjects:

- (A) Corporate investors - Capital gains realized on the Notes by Italian resident corporate entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) form part of their aggregate income subject to IRES. In certain cases, capital gains may also be included in the taxable net value of production of such entities for IRAP purposes. The capital gains are calculated as the difference between the sale price and the relevant tax basis of the Notes. Upon fulfilment of certain conditions, the gains may be taxed in equal instalments over up to five fiscal years both for IRES and for IRAP purposes.
- (B) Funds - Capital gains realized by the Funds on the Notes contribute to determine their annual net accrued result, which is subject to a 12.5% substitutive tax (see under paragraph 1.1. “Italian Resident Noteholders”, above).
- (C) Pension Funds - Capital gains realized by Pension Funds on the Notes contribute to determine their annual net accrued result, which is subject to an 11% substitutive tax (see under paragraph 1.1., “Italian Resident Noteholders”, above).
- (D) Real Estate Investment Funds - Capital gains realized by Real Estate Investment Funds on the Notes are not taxable at the level of same Real Estate Investment Funds, unless the latter are subject to the 1% property tax enacted by Law Decree No. 112 of June 25, 2008 (see under paragraph 1.1., “Italian Resident Noteholders”, above).

## **2.2. Non Italian resident Noteholders**

Capital gains realized by non-resident Noteholders (not having permanent establishment in Italy to which the Notes are effectively connected) on the disposal or redemption of the Notes are not subject to tax in Italy, regardless of whether the Notes are held in Italy, subject to the condition that the Notes are listed in a regulated market in Italy or abroad (e.g., the Regulated Market).

Should the Notes not be listed in a regulated market as indicated above, the aforesaid capital gains would be subject to tax in Italy, if the Notes are held by the non-resident Noteholder therein. Pursuant to Article 5 of Legislative Decree No. 461 of 21 November, 1997, an exemption, however, would apply with respect to beneficial owners of the Notes, which are Qualified Noteholders.

In any event, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a tax treaty with Italy providing that capital gains realized upon sale of Notes are taxed only in the country of tax residence of the recipient, will not be subject to tax in Italy on any capital gains realized upon any such sale or transfer.

## **3. Transfer Taxes**

Stamp duty tax (tassa sui contratti di borsa), previously applicable on transfers of the Notes, has been repealed by Article 37 of Legislative Decree No. 248 of 31 December 2007, converted, with amendments, by Law No. 31 of 28 February 2008, effective as of December 31, 2007.

#### **4. Inheritance and Gift Tax**

Inheritance and gift taxes apply on the overall net value of the relevant transferred assets, at the following rates, depending on the relationship between the testate (or donor) and the beneficiary (or donee):

- (a) 4%, if the beneficiary (or donee) is the spouse or a direct ascendant or descendant (such rate only applying on the net asset value exceeding, for each person, Euro 1 million);
- (b) 6% if the beneficiary (or donee) is a brother or sister (such rate only applying on the net asset value exceeding, for each person, Euro 100,000);
- (c) 6% if the beneficiary (or donee) is a relative within the fourth degree or a direct relative-in-law as well as an indirect relative-in-law within the third degree;
- (d) 8% if the beneficiary is a person, other those mentioned other (a), (b) and (c), above.

In case the beneficiary has a serious disability recognized by law, inheritance and gift taxes apply on its portion of the net asset value exceeding Euro 1.5 million.

#### **5. Tax Monitoring**

Pursuant to Law Decree No. 167 of 28 June, 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals resident in Italy who, at the end of the fiscal year, hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). Such obligation is not provided if, inter alia, each of the overall value of the foreign investments or financial activities held at the end of the fiscal year, and the overall value of the related transfers carried out during the relevant fiscal year, does not exceed Euro 10,000.

#### **6. EU Directive on the Taxation of Savings Income**

The European Union has adopted a Directive regarding the taxation of savings income in the form of interest payments (Council Directive 2003/48/EC of 3 June 2003). Under the Directive Member States are required from 1 July 2005 to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person within its jurisdiction to an individual and certain other persons in another Member State, except that Belgium, Luxembourg and Austria may instead impose a withholding system for a transitional period in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period will terminate at the end of the first fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Also with effect from 1 July 2005, a number of non-EU countries, and certain dependent or associated territories of certain Member States, have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within their jurisdiction to, or collected by such a person for, an individual resident in a Member State. In addition, the Member States have entered into reciprocal provisions of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a paying agent in a Member State to, or collected by such a paying agent for, an individual resident in one of those territories.

The Directive has been implemented in Italy by Legislative Decree No. 84 of 18 April 2005. Pursuant to said decree Italian paying agents (e.g., banks, SIMs, SGRs, financial companies and fiduciary companies resident in Italy for tax purposes, permanent establishments in Italy of non-resident persons as well as any other person resident in Italy for tax purposes paying interest for professional or commercial reasons) shall report to the Italian tax authorities details of interest payments made from 1 July 2005 to individuals which qualify

as beneficial owners thereof and are resident for tax purposes in another EU Member State. Such information will be transmitted by the Italian tax authorities to the competent authorities of the State of residence of the beneficial owner of the interest payment by 30<sup>th</sup> June of the fiscal year following the fiscal year in which said interest payment is made.

With reference to the definition of interest subject to the above described regime, Article 2, paragraph 1, lett. a, of Decree No. 84, provides that it includes, inter alia: *“interest paid or credited, on accounts arisen from receivables of whatever nature, secured or not by mortgage (...), in particular interest and any other proceed, arising from public bonds and other bonds”*.

Prospective investors resident in a Member State of the European Union should consult their own legal or tax advisers regarding the consequences of the Directive in their particular circumstances.

## SUBSCRIPTION AND SALE

Application has been made to the Luxembourg Stock Exchange for the Senior Notes issued under the Securitisation to be listed on the Official List of the Luxembourg Stock Exchange (the “**Stock Exchange**”) in accordance with the Prospectus Directive.

The Senior Notes are sold by the Issuer to Agos in its capacity as Senior Notes Subscriber and pursuant to arrangements set out in the agreement dated on or about the Issue Date (the “**Senior Notes Subscription Agreement**”). The Junior Notes are sold by the Issuer to Agos in its capacity as Junior Notes Subscriber and pursuant to arrangements set out in the agreement dated on or about the Issue Date (the “**Junior Notes Subscription Agreement**”). The Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement make provision for, *inter alia*, the subscription of the Senior Notes by the Senior Notes Subscriber and the Junior Notes by the Junior Notes Subscriber respectively, the price at which the relevant Notes will be purchased by the relevant subscriber.

### United States of America

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, a U.S. person except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Lead Manager, the Senior Notes Subscriber and the Junior Notes Subscriber agrees that it has not offered or sold the Notes and will not offer or sell any Notes constituting part of their allotment within the United States or to, or for the benefit of, a U.S. Person except in accordance with Rule 903 of Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until the expiration of 40 (forty) days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer, distributor or other person (whether or not participating in this offering) may violate the requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

### United Kingdom

Each of the Lead Manager, the Senior Notes Subscriber and Junior Notes Subscriber agrees with the Issuer that:

- (a) 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 (“**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) 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.

### Italy

The Lead Manager, the Senior Notes Subscriber and the Junior Notes Subscriber The Lead Manager and the Senior Notes Subscriber understand that the Notes have not been registered pursuant to Italian securities legislation and, accordingly, undertake and acknowledge that no Notes may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to any Notes be distributed in the Republic of

Italy, except, in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations:

- (a) to qualified investors (*investitori qualificati*), as defined in Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (**Regulation No. 11971**); and
- (b) in other circumstances which are exempted from the rules on public offerings, as provided under Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) or Regulation No. 11971.

Each of the Lead Manager, the Senior Notes Subscriber and the Junior Notes Subscriber acknowledges and agrees that any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 and Legislative Decree No. 385 of 1 September 1993 (the **Banking Act**) (in each case, as amended);
- (ii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or other Italian authority.

#### *Provisions relating to the secondary market*

In accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971.

#### **European Economic Area**

Each of the Lead Manager, the Senior Notes Subscriber and the Junior Notes Subscriber agrees with the Issuer that in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) in the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR 43,000,000 and (3) an annual net turnover of more than EUR 50,000,000, as shown in its last annual or consolidated accounts; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

### **General Restrictions**

The Lead Manager, the Senior Notes Subscriber, the Junior Notes Subscriber and the Issuer agree that no action will be taken by them that would, or is intended to, permit a public offer of the Notes or possession or distribution of the Prospectus or any other offering or publicity material relating to the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, the Lead Manager, the Senior Notes Subscriber and Junior Notes Subscriber undertake that they will not, directly or indirectly, offer or sell any Notes or have in their possession, distribute or publish the Prospectus or any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of their knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by them will be made on the same terms.



## GENERAL INFORMATION

1. The establishment of the Securitisation and the issue of the Notes was authorised by a resolution (*determina*) of the Sole Director of the Issuer passed on 23 September, 2009.
2. Application has been made for the Senior Notes issued under the Securitisation to be listed on the Official List of the Luxembourg Stock Exchange in accordance with the Prospectus Directive and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.
3. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN Code and the Common Code of the Senior Notes are respectively: IT0004495609 and 043114093. The ISIN Code of the Junior Notes is IT 0004495633.
4. The Issuer is not involved, nor has it been involved in the 12 months preceding the date of this Prospectus, in any litigation, arbitration, governmental or administrative proceedings relating to claims or amounts which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability and no such litigation, arbitration or administrative proceedings are pending or threatened.
5. There has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2008.
6. The independent auditors of the Issuer are Deloitte & Touche S.p.A., acting through their office at via Tortona 25, Milan, Italy and through persons who are enrolled in the *Registro dei Revisori Contabili*, which have been appointed to audit the financial statements of the Issuer, as at and for the period ending on 31 December 2009. The Issuer was incorporated on 3 February 2005 and the last statutory financial statements approved are the financial statements for the period ended as of 31 December 2008. Such audited financial statements will be available for collection at the registered office of the Listing Agent.
7. So long as any of the Notes remains listed on the Official List of the Luxembourg Stock Exchange, the Audit Reports produced pursuant to the Servicing Agreement and the Issuer's annual audited financial statements will be available at the registered office of the Issuer where copies thereof may be obtained free of charge upon request during normal business hours.
8. As long as the Notes are listed on the Official List of the Luxembourg Stock Exchange, copies of the following documents may be inspected during normal business hours at the registered office of the Listing Agent:
  - this Prospectus;
  - Issuer's By Laws and Deed of Incorporation;
  - Master Transfer Agreement and each relevant Purchase Notice;
  - Warranty and Indemnity Agreement;
  - Servicing Agreement;
  - English Deed of Charge;
  - Italian Deeds of Pledge;
  - any other relevant Issuer Security document;

- Corporate Services Agreement;
  - Cash Allocation, Management and Payments Agreement;
  - the Hedging Agreements and any swap security;
  - each Commingling Guarantee;
  - Senior Notes Subscription Agreement.
9. As long as the Notes are listed on the Official List of the Luxembourg Stock Exchange, copies of the documents incorporated by reference into this Prospectus may be obtainable upon request from the Listing Agent.
  10. As long as the Notes are listed on the Official List of the Luxembourg Stock Exchange, this Prospectus and the documents herein incorporated by reference will be published on the internet site of the Luxembourg Stock Exchange [www.bourse.lu](http://www.bourse.lu).
  11. The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein amount to approximately Euro 95,000 (excluding servicing fees and any VAT, if applicable). The estimated listing fee amounts to Euro 24,300.
  12. So long as any of the Senior Notes remains outstanding, the Issuer provides the following post-issuance informations, which shall be made available for collection at the registered offices of the Listing Agent:
    - (i) quarterly the investors report, which provides some information regarding securities to be admitted to trading;
    - (ii) quarterly the Servicer's Report, which provides information regarding the performance of the underlying collateral;
    - (iii) quarterly, the Payment Report.

## GLOSSARY OF TERMS

*These and other terms used in this Prospectus are subject to, and in some cases are summaries of, the definitions of such terms set forth in the Transaction Documents, as they may be amended from time to time. Certain terms derive from the Transaction Documents which have been executed in the Italian language. To the extent that these terms have been translated into the English language, in the event of any discrepancy between the definitions of such terms as set forth in the Italian language Transaction Documents and as set forth in the “Glossary of Terms” below, the definitions contained in such Italian language Transaction Documents shall prevail.*

“**Accrual of Interests**” means, with reference to each Receivable, the Interest Component of the First Instalment accrued pursuant to the relevant Consumer Loan Agreement until (but excluding) the Financial Effective Date with reference to the Initial Receivables and until (but excluding) the relevant Valuation Date with reference to the Subsequent Receivables.

“**Aggregate Amortising Plan**” means, with reference to a number of Receivables, the aggregate of the amortising plans of such Receivables.

“**Agos Insurance Policies**” means any insurance policy entered into: (i) by Agos, as party in relation to each Consumer Loan Agreement, and (ii) with reference to which Agos is beneficiary of any indemnity or with reference to which the client (or any of its successors) irrevocably appointed Agos as agent to collect any indemnities (also after entering into the relevant Customer Loan Agreement), and (iii) subscribed also by the relevant Debtor, in order to cover the risk of decease, temporary or total inability to work, total and permanent disability of the Debtor, or in order to cover the risk of damages, losses, destructions, theft or fire of the registered assets object of the relevant Consumer Loan Agreement, under which Agos fully pays to the relevant Insurance Company the premium with reference to the relevant Consumer Loan Agreement.

“**Amortising Period**” means, the period starting from (and excluding) the earlier of:

- (i) the first Payment Date falling at least 36 months after the Issue Date; and
- (ii) in case of delivery of an Early Termination Event Notice, the Payment Date immediately following the later of the date on which an Early Termination Event Notice is delivered by the Securitisation Administrator to the Issuer and the expiry of the Initial Period;

and ending on (and including) the earlier of:

- (a) the Final Maturity Date; and
- (b) the date on which the Notes are fully redeemed.

“**Balloon Loans**” means the loans granted by entering into the relevant Consumer Loan Agreements, pursuant to which the final Instalment is considerably higher than the precedent Instalments; such loans also provide that the Debtor may, at the maturity date of the final Instalment, exchange the financed assets pursuant to the relevant Consumer Loan Agreement, by entering into a new and different Consumer Loan Agreement.

“**Banking Act**” means Italian Legislative Decree no. 385 of 1 September 1993 (*Testo Unico delle leggi in materia bancaria e creditizia*) as amended and supplemented from time to time.

“**Bankruptcy Law**” means Italian Royal Decree No. 267 of 16 March 1942, as amended and supplemented from time to time.

“**Business Day**” shall mean a day on which banks are generally open for business in Milan, Paris and Luxembourg and on which TARGET2 (being the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007) is open.

**"Beneficiaries"** means the Noteholders, any Receiver and the Other Issuer Creditors as may fall to be paid in accordance with the Priorities of Payments.

**"Calculation Date"** means, during the Purchase Period, 11.00 a.m. of the date which falls 11 Business Days prior to any Optional Purchase Date and, once the Purchase Period is expired, 11.00 a.m. of the date which falls 6 Business Days prior to each Payment Date.

**"Calculation Reference Period"** means:

(i) if a Calculation Date falls before or on the Calculation Date immediately preceding the date on which the Issuer has received the notice provided for under Clause 4.8 of the Master Transfer Agreement on or after the Quarterly Reference Period; and

(ii) on each other Calculation Date, the Monthly Reference Period.

**"Cancellation Date"** means the earlier of:

(i) the date falling 1 year after the Final Maturity Date; and

(ii) the date on which the Notes have been redeemed in full.

**"Cash Reserve Required Amount"** means:

(A) at the Issue Date, the Initial Cash Reserve Required Amount, (B) prior to the delivery of an Early Termination Notice due to the delivery of a Trigger Notice: (i) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), zero and (ii) on each Payment Date falling during the Amortising Period (or any earlier Payment Date if an Early Termination Notice different from a Trigger Notice is delivered before 18 months from the Issue Date) to (but excluding) the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal payments made on such Payment Date), the Initial Cash Reserve Required Amount; and (C) after the delivery of an Early Termination Notice due to the delivery of a Trigger Notice, zero.

**"Class"** means each class of the Notes issued by the Issuer and **"Classes"** means all of them.

**"Class A Note Margin"** means 0.5%.

**"Class A Noteholder"** means each holder from time to time of a Class A Note and **"Class A Noteholders"** means all of them. **"Class A Rating"** means a rating equal to "AAA" by S&P or such other rating level communicated by the Rating Agency for the Class A Notes at any time during the Securitisation.

**"Class J Additional Interest"** has the meaning ascribed to such term in Condition 6.2.2 (*Rate of Interest*).

**"Class J Base Interest"** has the meaning ascribed to such term in Condition 6.2.2 (*Rate of Interest*).

**"Class J Coupon"** means, collectively, the Class J Base Interest and the Class J Additional Interest.

**"Class J Note Margin"** means 1.5%.

**"Class J Notes Subscriber"** means Agos.

**"Class J Noteholder"** means each holder from time to time of a Class J Note and **"Class J Noteholders"** means all of them.

**"Collections"** means, in relation to a Payment Date and during a determined period, any amounts received and/or recovered in connection with the Receivables including, but not limited to, any amount received whether as principal, interests and/or costs in relation to the Receivables, and including any indemnities (i) to be paid in accordance with the Agos Insurance Policies and the Registered Assets Insurance Policies entered into in relation to the Receivables, and (ii) assigned to the Issuer pursuant to and within the limits of Clause 10 of the Master Transfer Agreement.

**“Collections of Fees”** means the aggregate of the Expenses Component and any other fee (including those related to the prepayment of the Receivables, and the commissions for direct debit payments and commissions for postal giro payments, if any) effectively collected by the Issuer (net of the Expenses Component of any Unpaid Amount).

**“Collections of Interest”** means the aggregate of the Interest Component effectively collected by the Issuer (net of the Interest Component of any Unpaid Amount and net of any Collection received in connection with the Accrual of Interests).

**“Collections of Principal”** means, with reference to each Receivable and to a Reference Period, the Collections (other than a Recovery), effectively collected (net of the Principal Component of any Unpaid Amount determined during such Reference Period) by the Issuer during such Reference Period, which causes a reduction of the Principal Amount Outstanding of such Receivable as of the end of such Reference Period (including the Collections received as prepayment of the Receivable, the insurance indemnities due under the Registered Assets Insurance Policies, any amount received as principal from the persons having a particular arrangement such as the suppliers of services and goods, with reference to such Receivable and any other amount received as principal in relation to such Receivable, including the insurance indemnities due under the Agos Insurance Policies and the Collections related to the Accrual of Interests and the repayment by the relevant Debtors of the insurance premiums paid by Agos in accordance with the the Financed Insurance Policies).

**“Commingling Guarantee”** means any guarantee, if demanded by the Issuer further to the occurrence of the events described under clause 4.5 of the Servicing Agreement, granted in favour of the Issuer in order to secure Agos’ payment obligations as Servicer under clauses 4.2 and 4.4 of the Servicing Agreement.

**“Confirmation Date”** means, during the Purchase Period, 3.00 p.m. of the date which falls 10 Business Days prior to each Purchase Date.

**“Consumer Loan Agreements”** means the consumer loan agreements and personal credit facilities executed between Agos and the Debtors in compliance with the general conditions determined by Agos and contained in Exhibit B of the Warranty and Indemnity Agreement (as subsequently amended pursuant the provisions of the Master Transfer Agreement), from which the Receivables arises, together with any related deed, agreement, arrangement or integrative document and/or amendment (including any Financed Insurance Policies).

**“Counterparties”** means any counterparty in the Italian Law Transaction Documents to which the Pledgor is a party (including any successor and assigns thereto) and the debtors of the claims representing the Pledged Claims.

**“Criteria”** means the General Criteria and the Specific Criteria.

**“Cut-Off Date”** means

- (i) 11:59 p.m. of the last day of the months of January, April, July and October; and
- (ii) following the Payment Date (excluded) immediately following receipt by the Issuer of the notice provided for under Clause 4.8 of the Master Transfer Agreement, 11:59 p.m. of the last day of each calendar month.

The first Cut-Off Date is the First Valuation Date.

**“Debtor”** means any individual or any other obligor or co-obligor which is under the obligation to pay a Receivable comprised in the Portfolio (including any third party guarantor).

**“Decree 213/98”** means Legislative Decree No. 213 of 24 June 1998 as subsequently amended and supplemented.

**“Decree No. 239”** means Legislative Decree no. 239 of 1 April 1996 as amended by Italian Law No. 409 and No. 410 of 23 November 2001 as subsequently amended and supplemented.

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

**“Default Ratio”** means, on each Calculation Date, during the Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Default Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Default Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Defaulted Interest Amount”** means, on each Payment Date, any amount due and payable on such Payment Date out of the Interest Available Funds under items (i), (iii), (iv), (v), (vi), (vii) and (viii) of the Priority of Payment of the Interest Available Funds on such Payment Date but not paid.

**“Defaulted Receivables”** means, with reference to a date, the Receivables which on the Cut-Off Date preceding such date (i) have at least 9 Late Instalments or (ii) have one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 270 Business Days (iii) in relation to which judicial proceedings have been commenced for the purpose of recovering the relevant amounts due or (iv) in relation to which Agos has exercised its right to terminate the relevant Consumer Loan Agreement or has declared that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*) or has sent to the Debtor a notice communicating to him that in case of failure by the Debtor to pay the amounts due within the time limit specified therein, Agos may declare that the Debtor has lost the benefit of the term (*“decaduto dal beneficio del termine”*). A Receivable will be considered a Defaulted Receivable as of the occurrence of the first of the events described in the above points (i), (ii), (iii) and (iv). The Receivables classified as Defaulted Receivables at any date shall be considered as Defaulted Receivables at any following date.

**“Delinquent Ratio”** means, on each Calculation Date during the Purchase Period:

I) if such Calculation Date falls before or on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the Theoretical Delinquent Ratio calculated on such Calculation Date;

II) if such Calculation Date falls after or on the Calculation Date immediately preceding the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the aggregate of the Theoretical Delinquent Ratio calculated on such Calculation Date and on the two immediately preceding Calculation Dates;

III) if such Calculation Date falls before a Optional Purchase Date falling during the period starting (but excluding) on the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement and ending (but excluding) on the second Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement, the

Theoretical Delinquent Ratio calculated on the Calculation Date immediately preceding the Payment Date immediately following the date on which a notice is received under Clause 4.8 of the Master Transfer Agreement.

**“Delinquent Receivables”** means , at any date, the Receivables different from a Defaulted Receivable which on the Cut-Off Date preceding such Date have at least 1 Late Instalment.

**“Downgrade Termination Event”**, when used in the context of the Hedging Agreements, has the meaning given to it in the relevant Hedging Agreements.

**“Early Termination Event”** has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early Termination Events*).

**“Early Termination Event Notice”** has the meaning ascribed to such term in Condition 11.

**“Eligible Institution”** means a depository institution organised under the laws of any state which is a member of the European Union, the short-term unsecured, unsubordinated and unguaranteed debt obligations of which are rated at least "A-1" by S&P or which is guaranteed by an entity whose short-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least "A-1" by S&P and the relevant guarantee complies with the relevant S&P criteria.

**“Eligible Investments”** means any bank account, repurchase agreement (*pronti contro termine*), deposit or other Euro denominated, unsubordinated debt instrument that (i) guarantees the restitution of the invested capital, (ii) is issued, or fully or unconditionally guaranteed, on unsubordinated basis by an institution rated at least: (A) A-1+ by S&P, or (B) A-1 by S&P provided that such investments have a maturity date falling on the earlier between the following Payment Date and the date falling 60 days after the date on which the relevant investment is made.

**“EONIA”** means the Euro Overnight Index Average as daily calculated by the European Central Bank.

**“Euribor”** means the Euro-zone inter-bank offered rate.

**“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).

**“Euroclear”** means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

**“Event of Default”**, when used in the context of the Hedging Agreements, has the meaning given to it in the relevant Hedging Agreements.

**“Excess Spread Rate”** means on any Confirmation Date (and taking into account also the Subsequent Receivables which are the subject of the Purchase Notice notified by Agos on the Purchase Notice Date immediately preceding such Confirmation Date) the difference between (i) the Rate of Return on such date and (ii) the weighted average (on the basis of the notional amount of each Hedging Agreement calculated with reference to the immediately following Purchase Date) of the fixed rates due to the Hedging Counterparties pursuant to the Hedging Agreements (executed or to be executed on the immediately following Payment Date).

**“Expenses”** means:

- (a) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (other than the Other Issuer Creditors) incurred in the course of the Issuer's business in relation to the Securitisation; and
- (b) any and all outstanding fees, costs, expenses and Taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to any Transaction Document.

**“Expenses Component”** means, with reference to a Receivable the management fees and any other fees or expenses (different from the fees and expenses included in the Principal Component and the Interest Component) due as part of the relevant Instalment as from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent receivables.

**“Expenses Reserve Required Amount”** means Euro 50,000.

**“Financed Insurance Policies”** means any insurance policy the beneficiary of which is Agos or the Debtor, entered into by Agos with reference to each Consumer Loan Agreement, subscribed by the relevant Debtor together with the Consumer Loan Agreement and under which Agos fully pays to the relevant Insurance Company the premium with reference to the relevant Consumer Loan Agreement, by the end of the calendar month immediately following the month of the subscription of the policy by the relevant Debtor. It is understood that as long as this definition is complied with, an Agos Insurance Policy can be considered also a Financed Insurance Policy.

**“Final Maturity Date”** means the Payment Date falling on August 2031.

**“Financial Effective Date”** means 1 August 2009.

**“First Purchase Date”** means the purchase date of the Initial Portfolio, being 25 September, 2009.

**“First Valuation Date”** means 31 July 2009 at 23:59 hours.

**“Further English Law Agreements”** means any agreement governed by English law and entered into by the Issuer from time to time in relation to the Notes.

**“General Criteria”** means the general criteria applicable to each Portfolio, as set forth in Exhibit “A” to the Master Transfer Agreement.

**“Individual Purchase Price”** means the purchase price of each Receivable, which is equal to the Principal Amount Outstanding of such Receivable as of the relevant Purchase Date.

**“Initial Amortising Date”** means: (i) the first Payment Date falling at least after 36 months from the Issue Date; or (ii) upon delivery of an Early Termination Event Notice, the first Payment Date falling after the expiry of the Initial Period.

**“Initial Cash Reserve Required Amount”** means Euro 49,967,988.44.

**“Initial Interest Period”** means the period from (and including) the Issue Date to (but excluding) the Payment Date falling in November 2009.

**“Initial Outstanding Principal Amount of the Portfolio”** means the aggregate Principal Amount Outstanding of all Consumer Loans comprised in each relevant Portfolio as of the respective relevant Purchase Date for the transfer of the relevant Receivables.

**“Initial Period”** means the period of eighteen months from the Issue Date.

**“Initial Principal Amount”** means, with reference to any Receivable, the aggregate of all the Principal Components due by the relevant Debtor from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables, added with the relevant Accrual of Interests.

**“Initial Receivables”** means the Receivables assigned by the Originator to the Issuer on the First Purchase Date.

**“Insolvency Event”** means any of the events described in Condition 11.1(iii) (*Trigger Events*).

**“Insolvency Proceedings”** means any bankruptcy and other insolvency proceedings under Italian law,



including *concordato preventivo, concordato fallimentare, accordi di ristrutturazione dei debiti, liquidazione coatta amministrativa, amministrazione straordinaria* and *amministrazione straordinaria delle grandi imprese in stato di insolvenza*.

**“Instalment”** means any instalment due pursuant to any Consumer Loan Agreements, in compliance with the relevant Amortising Plan and including the Principal Component, the Interest Component and Expenses Component;

**“Insurance Premium”** means the amount that each Debtor shall pay on a monthly basis to Agos pursuant to the relevant Consumer Loan Agreement, in relation to the insurance premium paid by Agos to the relevant Insurance Company under any Financed Insurance Policy.

**“Interest Amount”** has the meaning ascribed to such term in Condition 6.3 (*Determination of Rates of Interest and Calculation of Interest Amount*).

**“Interest Available Funds”** means, in respect of each Payment Date, the aggregate of:

- a) the interest accrued on the Issuer Accounts as well as any net proceed derived from the Eligible Investments realised during the Quarter Reference Period immediately preceding such Payment Date, and constituting clear funds on such Payment Date;
- b) the Collections of Interest and the Collections of Fees received during the Quarter Reference Period immediately preceding such Payment Date;
- c) any amount due and payable by the Hedging Counterparty on such Payment Date;
- d) the aggregate of (i) the Recoveries received during the Quarter Reference Period immediately preceding such Payment Date; and (ii) the purchase price paid by the Originator for the repurchase of the Defaulted Receivables on the Business Day immediately preceding such Payment Date in the cases specified under clause 16 of the Master Transfer Agreement;
- e) the positive difference, if any, between (i) the purchase price to be paid by the Originator for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) on the Business Day immediately preceding such Payment Date pursuant to Clause 16 of the Master Transfer Agreement and (ii) the Notes Principal Amount Outstanding of all the Notes on the Calculation Date immediately preceding such Payment Date;
- f) the positive difference, only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment and/or Partial Purchase Option Purchase Price is due and payable, if any, between (i) the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price paid by the Originator to the Issuer during the Quarter Reference Period immediately preceding such Payment Date and (ii) the Principal Amount Outstanding of the relevant Receivables as determined on the date on which the Positive Price Adjustment and/or the Partial Purchase Option Purchase Price has become due and payable;
- g) the Positive Price Adjustment and/or Partial Purchase Option Purchase Price paid by the Originator for the repurchase of such Receivables which are Defaulted Receivables at the Payment Date immediately preceding the date on which the Positive Price Adjustment/Partial Purchase Option Purchase Price is due and payable;
- h) any amount paid and to be paid by Agos to the Issuer pursuant to Clause 4 of the Warranty and Indemnity Agreement from (and excluding) the preceding Payment Date to (and including) such Payment Date, (i) in respect of any cost or losses in interest borne or to be borne by the Issuer if the relevant Receivables is not a Defaulted Receivables as at the Payment Date immediately preceding the date on which such amount is due and payable or (ii) in respect of any Receivable which is a Defaulted Receivable as at the Payment Date immediately preceding the date on which such amount is due and payable;

- i) on each Payment Date during the Amortising Period or any earlier Payment Date if an Early Termination Event Notice is delivered before 18 months from the Issue Date, the positive balance on the Calculation Date immediately preceding such Payment Date of the Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments), provided that the Senior Notes have not been fully repaid;
- j) if an Early Termination Event is delivered or if the Notes Principal Amount Outstanding of the Senior Notes has been totally redeemed (also taking into account the amounts in principal paid under the Principal Available Funds on such Payment Date), the positive balance on the Calculation Date immediately preceding such Payment Date of the Product Cash Reserve Account (without considering the interest accrued thereon as well as any net proceed derived from the Eligible Investments);
- k) if a Servicer's Event has occurred, (i) any amount received and to be received by the Issuer from (but excluding) the preceding Payment Date to (and including) such Payment Date pursuant to Clause 2 of any Commingling Guarantee (if any) or (ii) any amount drawn or to be drawn by the Issuer out of the Commingling Account from (but excluding) the preceding Payment Date to (and including) such Payment Date in accordance with the Cash Allocation, Management and Payments Agreement;
- l) any other amount received during the Quarter Reference Period immediately preceding such Calculation Date, not ascribable as amounts received under any of the above items as well as under any of the items of the definition of Principal Available Funds.

**"Interest Component"** means, with reference to each Receivable, the interest component of each Instalment which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables.

**"Interest Determination Date"** means the second Business Day before each Payment Date in respect of the Interest Period commencing on that date (and, in respect of the Initial Interest Period, two Business Days prior to the Issue Date).

**"Interest Period"** means (except for the Initial Interest Period) each period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date.

**"Issue Date"** means 7 October, 2009 or any other date agreed by the parties to the Subscription Agreements.

**"Issuer Accounts"** means the Collection Account, the Purchase Account, the Principal Reserve Account, the General Account, the Commingling Account, the Defaulted Account, the Guarantee Account, the Cash Reserve Account, the Product Cash Reserve Account, the Securities Account (if any), the Collateral Account and the Capital Account. **"Issuer Account"** means any of them.

**"Issuer Available Funds"** means, in respect of each Payment Date:

- (i) in respect of each Payment Date prior to the delivery of a Trigger Notice, the aggregate of the Interest Available Funds and the Principal Available Funds as of such date; or
- (ii) (a) in respect of each Payment Date upon the exercise of the Optional Redemption or (b) in respect of each Payment Date after the Senior Notes have been redeemed in full (also taking into account the amounts in principal paid under the Issuer Available Funds on such Payment Date) or (c) in respect of each Payment Date after the delivery of a Trigger Notice (which is not due to the occurrence of an Insolvency Event) or (d) in respect of any Business Day after the delivery of a Trigger Notice which is due to the occurrence of an Insolvency Event, all amounts standing on the Issuer Accounts (except on the Guarantee Account and on the Commingling Account) at such date and all amounts received or recovered on such Payment Date or Business Day as applicable by or on behalf the Issuer or the Representative of the Noteholders in respect of the Receivables and any Transaction Documents (any date under item (a), (b), (c) and (d), an **"Exceptional Date"**).

It is specified that any amount received by the Issuer in accordance with Clause 4.4 of the Servicing

Agreement shall form part of the Interest Available Funds or the Principal Available Funds as applicable.

**“Issuer’s Rights”** mean the Issuer’s rights under the Transaction Documents.

**“Issuer Security”** means the Security Interests created under the Security Documents and any other agreement entered into by the Issuer from time to time and granted as security to the Issuer Creditors (or some of them) or to the Representative of the Noteholders for all or some of the Issuer Creditors.

**“Italian Deed of Pledge”** means the deed of pledge signed by the Issuer on or about the Issue Date, pursuant to which the Issuer has granted to the Issuer Creditors, *inter alia*, a first priority pledge over for the benefit of: (i) the Noteholders, and (ii) the Other Issuer Creditors, over: (a) all monetary claims and rights in, to and under, and all the amounts to which the Issuer is or will be entitled pursuant to the Italian Law Transaction Documents to which the Issuer will be a party as of such date and (b) any existing or future monetary claim and right in, to and under Issuer Accounts and over any sum credited from time to time to the then opened Issuer Accounts.

**“Italian Law Transaction Documents”** means all those Transaction Documents entered into by the Issuer in the context of the Securitisation from time to time that are governed by Italian law.

**“Joint Resolution”** means the resolution of 22 February, 2008 jointly issued by CONSOB and Bank of Italy as amended from time to time.

**“Late Instalment”** means, with reference to a Cut-Off Date, any Instalment which is due during any calendar month immediately preceding such Cut-Off Date and which is not paid in whole or paid less than the 50% of the total amount of such Instalment as of the last day of the calendar month immediately following the month on which such Instalment was due.

**“Liquidation Date”** means the date by which any Eligible Investment is required to be liquidated pursuant to the terms of the Cash Allocation, Management and Payments Agreement, being the date falling (i) on the Cut-Off Date immediately preceding the next Payment Date, if the relevant Eligible Investment is made out of the Principal Reserve Account, the Collection Account (at the exception of the Collection of Principal received on the Collection Account), the Guarantee Account, the Commingling Account and the Cash Reserve Account, and (ii) on or prior to the Cut-Off Date immediately preceding the next Optional Purchase Date with regard to the other Eligible Investments.

**“Local Business Day”** means, in respect of each party to a Transaction Document, a business day of the city where such party’s relevant offices are located and in which the Trans-European Automated Real Time Gross Transfer System (TARGET) (or any substitute thereof) is open for business.

**“Maximum Purchase Amount”** means, on each Calculation Date the difference between:

- (i) the Principal Available Funds on such Calculation Date by reference to the immediately following Purchase Date, and
- (ii) any amounts due on the Purchase Date immediately following such Calculation Date and to be paid, in accordance with the applicable Order of Priority, in priority to the payment of the Purchase Price of the relevant Subsequent Receivables.

**“Meeting”** shall mean any meeting of one or more Classes of Noteholders of one or more Classes pursuant to the Rules of Organisation of the Noteholders.

**“Minimum Rating”** means a rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations at least equal to A-1 by S&P.

**“Monte Titoli Account Holders”** means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.

**“Monthly Reference Period”** means, with reference to each date, the calendar month immediately preceding such date.

“**Negative Price Adjustment**” means any amount to be paid by the Issuer to Agos pursuant to Clause 11.3 (ii) of the Master Transfer Agreement.

“**New Vehicles**” means new cars, caravans or motorcycles having a displacement equal or higher than 55 cubic centimetres which have not been registered with the *Pubblico Registro Automobilistico* at the draw down date of the consumer loan

“**Notes Initial Principal Amount**” means, with reference to each Note (or, as the case may be, Class of Notes), the principal amount outstanding thereof as of the Issue Date.

“**Notes Principal Amount Outstanding**” means, on any date:

- (a) in relation to each Class of Notes the aggregate principal amount outstanding of all the Notes in such Class of Notes; and
- (b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all principal payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that date.

“**Noteholders**” means the Class A Noteholders, and the Class J Noteholders.

“**Official Gazette**” means the *Gazzetta Ufficiale della Repubblica Italiana*.

“**Optional Purchase Date**” means, during the Purchase Period,

- (a) a Payment Date; or
- (b) following receipt by the Issuer of the notice referred to under Clause 4.8 of the Master Transfer Agreement, the last Business Day of any month (different from the 27<sup>th</sup> day of the relevant month, in which case it shall mean the first Business Day falling in the immediately following month) successive to the Payment Date immediately following the day of reception by the Issuer of the above-mentioned notice.

“**Organisation of the Noteholders**” means the association of the Noteholders created on the Issue Date.

“**Other Issuer Creditors**” means the Issuer Creditors other than the Noteholders, and “**Other Issuer Creditor**” means each of them.

“**Partial Purchase Option**” means the call option granted by the Issuer to the Originator pursuant to Clause 17 of the Master Transfer Agreement.

“**Partial Purchase Option Purchase Price**” means the price to be paid by the Originator to the Issuer for the relevant Receivables further to the exercise of the Partial Purchase Option.

“**Payment Date**” means the 27<sup>th</sup> day of February, May, August and November in each year (provided that, if such day is not a Business Day, the next succeeding Business Day shall be elected). The first Payment Date is 27 November 2009.

“**Pool of the Furniture Loans**” means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing furniture (excluding domestic appliances).

“**Pool of the New Vehicles Loans**” means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing New Vehicles.

“**Pool of the Personal Loans**” means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan without a specific destination (although the purpose of the loan may be specified in the relevant loan’s request).

**“Pool of the Special Purpose Loans”** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing an asset different from those referred to in the Pool of the New Vehicle Loans, the Pool of the Used Vehicle Loans, the Pool of the Personal Loans or the Pool of the Furniture Loans.

**“Pool of the Used Vehicles Loans”** means the pool of the Consumer Loan Agreements under which Agos has granted to the relevant Debtor a loan for the purpose of purchasing Used Vehicles.

**“Portfolio”** means all of the Receivables transferred to the Issuer pursuant to the Securitisation as a whole.

**“Positive Price Adjustment”** means any amount to be paid by Agos to the Issuer pursuant to Clause 11.2 (ii) of the Master Transfer Agreement.

**“Post-Enforcement Priority of Payments”** means the order of priority according to which the Issuer Available Funds shall be applied following the service of a Trigger Notice pursuant to Condition 5.2 (*Priority of Payments after the Delivery of a Trigger Notice*).

**“Pre-Enforcement Priority of Payments”** means each order of priority according to which the Issuer Available Funds shall be applied prior to the delivery of a Trigger Notice pursuant to with Condition 5.1 (*Priority of Payments prior to the Delivery of a Trigger Notice*).

**“Principal Amount Outstanding”** means, with reference to any date and a Receivable, the aggregate of all the Principal Components due by the relevant Debtor from (but excluding) the Cut-Off Date immediately preceding such date or still unpaid as at such Cut-Off Date, added with the relevant Accrual of Interests still unpaid by the relevant Debtor. It’s understood that, with reference to any Subsequent Receivable, the Principal Amount Outstanding, calculated on a date immediately preceding each Purchase Date, is equal to the Initial Principal Amount of such Subsequent Receivable.

**“Principal Available Funds”** means:

in respect of each Purchase Date which is not a Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Purchase Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Purchase Date (without considering any interest accrued thereon); and
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables (which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment is due and payable), paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Purchase Date; and

in respect of each Payment Date, the aggregate of:

- (a) the Collections of Principal received during the immediately preceding Reference Period in relation to such Payment Date;
- (b) the positive balance of the Purchase Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued on such account);
- (c) the portion of any Positive Price Adjustment and/or Partial Purchase Option Purchase Price corresponding to the Principal Amount Outstanding of the relevant Receivables, paid by the Originator to the Issuer during the immediately preceding Reference Period in relation to such Payment Date (which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the Positive Price Adjustment/ Partial Purchase Option Purchase Price is due and payable);

- (d) the positive balance of the Principal Reserve Account on the Calculation Date immediately preceding such Payment Date (without considering any interest accrued and any net proceeds deriving from the Eligible Investments made out of funds standing to the credit of such account);
- (e) the amount, if any, paid and to be paid by Agos to the Issuer under the Warranty and Indemnity Agreement from (but excluding) the preceding Payment Date to (and including) such Payment Date, as indemnity of any losses in principal borne or to be borne by the Issuer as a consequence of the occurrence of any event under clause 4 of such agreement (only in relation to Receivables which are not Defaulted Receivables as at the Payment Date immediately preceding the date on which the such indemnity is due and payable);
- (f) the portion of the purchase price corresponding to the Notes Principal Amount Outstanding, paid by the Originator on the Business Day immediately preceding such Payment Date for the repurchase of the Receivables (excluding the price of any Defaulted Receivables) in the cases specified under Clause 16 of the Master Transfer Agreement;
- (g) any amount credited to the Defaulted Account out of the Interest Available Fund on such Payment Date; and
- (h) on the Payment Date on which the Senior Notes will be redeemed in full (considering also all the principal repayments made on such Payment Date), any amount credited to the Cash Reserve Account.

**“Principal Component”** means, with reference to each Receivable, the principal component of each Instalment (including the fees for the opening of the file due by the Debtor during the life of the Consumer Loan and the Insurance Premiums) which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from the relevant Valuation Date with reference to the Subsequent Receivables.

**“Principal Payment”** means the principal amount redeemable in respect of each Note, as defined and calculated pursuant to Condition 7.2 (*Mandatory pro rata Redemption*).

**“Priorities of Payments”** means the order of priority according to which the Issuer Available Funds shall be applied pursuant to Condition 5 (*Priority of Payments*).

**“Priority of Payment of the Interest Available Funds”** means each order of priority according to which the Interest Available Funds shall be applied pursuant to Condition 5.1.2 (*Interest Priority of Payments prior to the delivery of a Trigger Notice*).

**“Privacy Law”** means the legislative decree no. 196 dated 30 June 2003 as amended and supplemented from time to time.

**“Product Cash Reserve Required Amount”** means at the Calculation Date immediately preceding the Payment Date immediately following the notice received under clause 4.9 of the Transfer Agreement, the product of (i) 0.05% and (ii) the Notes Principal Amount Outstanding of the Senior Notes on such Calculation Date (which shall be reduced by any principal reimbursement of the Notes to be redeemed on such Payment Date).

**“Prospectus”** means this Prospectus dated 7 October, 2009 prepared in connection with the Securitisation, as amended, updated and supplemented from time to time.

**“Purchase Date”** means

- (i) the First Purchase Date; and
- (ii) during the Purchase Period each Optional Purchase Date on which Agos sells Receivables to the Issuer and **“relevant Purchase Date”** means with respect to each Receivable or Portfolio, the Purchase Date as of which such Receivable or Portfolio is transferred to the Issuer.

**“Purchase Notice Date”** means, during the Purchase Period, 11.00 a.m. of the date which falls 1 Business Day prior to each Report Date.

**“Purchase Option”** means the call option granted by the Issuer to the Originator pursuant to Clause 16 of the Master Transfer Agreement.

**“Purchase Option Purchase Price”** means the price to be paid by the Originator to the Issuer for the relevant Portfolio further to the exercise of the Purchase Option.

**“Purchase Period”** means the period starting on (and including) the First Purchase Date and ending on the earlier of:

- (i) the first Payment Date (excluded) falling in the Amortising Period; and
- (ii) the date on which an Early Termination Event Notice is delivered (excluded),

**“Purchase Price”** means, with respect to each Portfolio, the aggregate of the Individual Purchase Prices of all the Receivables comprised in such Portfolio; and **“relevant Purchase Price”** or **“Purchase Price of the relevant Portfolio”** means, with reference to each relevant Portfolio, the purchase price therefor as established in the relevant Purchase Notice.

**“Quarter Reference Period”** means, with reference to each Calculation Date, the three Monthly Reference Periods immediately preceding such Calculation Date (excluding the first and including the second).

**“Quotaholders’ Agreement”** means the quotaholders’ agreement entered into when the Programme was established, as subsequently integrated.

**“Rate of Return”** means, on any date and with reference to the Receivables which are not Defaulted Receivables on such date and on the basis of the Aggregate Amortising Plan of such Receivables calculated as of the Cut-Off Date immediately preceding such date, the internal annual rate of return resulting from such Aggregate Amortising Plan, provided that for such calculation, in relation to any Receivable for which the Consumer Loan Agreements provide, as from the date of subscription thereof, that the interest rate applicable as of the date of subscription is higher than any interest rate applicable during the life of such Consumer Loan Agreement, the theoretical amortisation plan used is calculated by considering the lowest interest rate due by the relevant Debtor.

**“Rating”** means the Class A Rating.

**“Rating Agency”** means S&P.

**“Receivables”** means any and all monetary receivables and other rights arising from the Consumer Loan Agreements and transferred to the Issuer under the Transfer Agreements.

**“Receivables Eligible Outstanding Amount”** means, on each date and in relation to all the Receivables which are not Defaulted Receivables as of such date, the aggregate of all the Principal Components of such Receivables plus any unpaid Accrual of Interests due by the relevant Debtor from (but excluding) the Cut-Off Date immediately preceding such date. **“Recoveries”** means any Collection received or recovered in relation to a Defaulted Receivable (including the purchase price received by the Issuer in respect of a Defaulted Receivable pursuant to clause 5.2 of the Servicing Agreement).

**“Receiver”** means, where the context permits, any person or persons appointed (and any additional person or persons appointed or substituted) as administrator, administrative receiver, manager, liquidator or analogous officer for the administration or dissolution of the Issuer or the winding down upon liquidation of the Issuer, in each case in any applicable jurisdiction.

**“Reference Banks”** means three (3) major banks in the Euro-zone inter-bank market selected by the Principal Paying Agent and approved by the Issuer.

**“Reference Period”** means, (i) during the Purchase Period, the lapse of time included between the two Cut

Off Dates (excluding the first but including the second) which precede each Purchase Date; (ii) with reference to each date falling after the Purchase Period, the Quarter Reference Period immediately preceding such date. The first Reference Period starts from the Financial Effective Date (included) and ends on 31 October 2009.

**“Registered Assets Insurance Policies”** means the insurance policies entered into by a Debtor with reference to a Consumer Loan Agreement against the risk of fire or theft of the registered asset financed pursuant to the relevant Consumer Loan Agreement, as security in favour of Agos.

**“Relevant Margin”** means, in respect to each Class A Notes, the Class A Note Margin and in respect of the Class J Notes, the Class J Note Margin.

**“Report Date”** means, during the Purchase Period, 1.00 p.m. of the date which falls 13 Business Days prior to each Optional Purchase Date and, once the Purchase Period is expired, 1.00 p.m. of the date which falls 8 Business Days prior to each Payment Date.

**“Rights”** means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever).

**“Sale Option”** means the option of the Originator to sell Receivables to the Issuer during the Purchase Period pursuant to Clause 4 of the Master Transfer Agreement.

**“Secured Obligations”** means the Issuer's obligations to the Beneficiaries and any Receiver, pursuant to the Notes and the Transaction Documents.

**“Securities Act”** means the U.S. Securities Act of 1933.

**“Securitisation Law”** means Italian Law No. 130 of 30 April 1999, as amended and supplemented from time to time.

**“Securitized Assets”** means the assets object of the Securitisation.

**“Security Documents”** means the Italian Deed of Pledge and the English Deed of Charge.

**“Security Interest”** means any mortgage, charge, guarantee, pledge, lien, right of set-off, special privilege (*privilegio speciale*), assignment by way of security, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security.

**“S&P”** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

**“Senior Noteholders”** means the Class A Noteholders.

**“Servicer's Event”** means any of the following events: an administrator, administrative receiver or liquidator of Agos is appointed over or in respect of the whole or any substantial part of the undertaking, assets and/or revenues of Agos or Agos becomes subject to any bankruptcy, liquidation, administration, insolvency, composition (among which, without limitation, *“fallimento”*, *“concordato preventivo”* and *“accordi di ristrutturazione dei debiti”*) or similar proceedings or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of Agos.

**“Servicer Minimum Rating”** means a rating assigned to the unguaranteed, unsubordinated and unsecured short-term debt obligations at least equal to A-2 by S&P.

**“Servicer's Report”** means the report to be prepared and delivered by the Servicer to, *inter alios*, the Issuer pursuant to Clause 8.1 of the Servicing Agreement.

**“Specific Criteria”** means the specific criteria specified as such in the relevant Transfer Agreement.

**“Stichting Trustmate 4”** means the *stichting* named Stichting Trustmate 4, incorporated under the laws of the Netherlands, having its registered office at Fred. Roeskestraat 123, 1076 EE, Amsterdam, the



Netherlands.

“**Stock Exchange**” means the Luxembourg Stock Exchange.

“**Subsequent Portfolio**” means any Portfolio (other than the Initial Portfolio) purchased by the Issuer from the Originator pursuant to the terms of the Master Transfer Agreement.

“**Subsequent Receivables**” means the Receivables included in any Subsequent Portfolio.

“**Subsequent Portfolio Purchase Conditions**” means the conditions precedent to be satisfied in connection with the purchase by the Issuer of each Subsequent Portfolio.

“**Subscription Agreements**” means the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement, as from time to time modified in accordance with the provisions contained therein and including any agreement or other document expressed to be supplemental thereto, and “**Subscription Agreement**” means any of them.

“**Tax/Taxes**” or “**tax**” (*Tassa*) means any present or future taxes, levies, imposts, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein or any applicable authority of a Taxing Jurisdiction.

“**Taxing Jurisdiction**” has the meaning given to such term in Condition 9 (Taxation).

“**Theoretical Default Ratio**” means the ratio between:

(A) the Principal Amount Outstanding (as calculated on the date on which such Receivables become a Defaulted Receivables) of the Receivables which have become Defaulted Receivables for the first time during the Calculation Reference Period immediately preceding such Calculation Date; and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

“**Theoretical Delinquent Ratio**” means the ratio between:

(A) the Principal Amount Outstanding of the Receivables which are Delinquent Receivables, having 4 or more Late Instalments or one Instalment which is due but unpaid in whole or paid less than the 50% of the total amount of such Instalment as from 120 Business Days, during the Calculation Reference Period immediately preceding such Calculation Date; and

(B) (a) if the Calculation Reference Period is equal to a Quarterly Reference Period, the arithmetic average of the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date and as of such Calculation Date; or (b) if the Calculation Reference Period is equal to a Monthly Reference Period, the Receivables Eligible Outstanding Amount as of the Calculation Date immediately preceding such Calculation Date.

“**Three Month Euribor**” has the meaning set forth in Condition 6.2.1(B) (*Rate of Interest*).

“**Trigger Event**” has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early Termination Events*).

“**Trigger Notice**” has the meaning ascribed to such term in Condition 11 (*Trigger Events and Early Termination Events*).

**“Unpaid Amount”** means, in relation to any Collection, credited by Agos to the Collection Account in accordance with the Servicing Agreement, the unpaid amount of such Collection on the relevant due date, as verified by Agos, in its capacity as Servicer, following the above mentioned crediting to the Collection Account.

**“U.S. persons”** has the meaning given to it in the Securities Act.

**“Used Vehicles”** means new cars, caravans, motorcycles and watercrafts (*imbarcazione da diporto*) different from the New Vehicles.

**“Usury Law”** means the Italian Law n. 108 of 7 March 1996 together with Decree n. 394 of 29 December 2000 which has been converted in law by Law n. 24 of 28 February 2001.

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**CALCULATION AGENT**

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