



BASE PROSPECTUS DATED 3 NOVEMBER 2011

Intesa Sanpaolo S.p.A.

(incorporated as a joint stock company under the laws of the Republic of Italy)

€20,000,000,000 Covered Bond (Obbligazioni Bancarie Garantite) Programme

***unsecured and unconditionally and irrevocably guaranteed as to payments of interest and principal by
ISP CB Ipotecario S.r.l.***

(incorporated as a limited liability company under the laws of the Republic of Italy)

The €20,000,000,000 Covered Bond Programme (the **Programme**) described in this base prospectus (the **Base Prospectus**) has been established by Intesa Sanpaolo S.p.A. (**Intesa Sanpaolo** or the **Issuer**) for the issuance of *obbligazioni bancarie garantite* (the **Covered Bonds** which term includes, for avoidance of doubt the Registered Covered Bonds as defined below) guaranteed by ISP CB Ipotecario S.r.l. pursuant to Article 7-bis of law of 30 April 1999, No. 130 (**Law 130**) and regulated by the Decree of the Ministry of Economy and Finance of 14 December 2006, No. 310 (the **MEF Decree**) and the Supervisory Instructions of the Bank of Italy dated 24 March 2010 (the **BoI OBG Regulations** and, together with Law 130 and the MEF Decree, the **OBG Regulations**).

ISP CB Ipotecario S.r.l. (**ISP CB Ipotecario** or the **Covered Bond Guarantor**) issued a first demand (*a prima richiesta*), autonomous, unconditional and irrevocable (*irrevocabile*) guarantee (*garanzia autonoma*) securing the payment obligations of the Issuer under the Covered Bonds (the **Covered Bond Guarantee**), in accordance with the provisions of Law 130 and of the MEF Decree. The obligation of payment under the Covered Bond Guarantee shall be limited recourse to the Portfolio and the Available Funds (as defined in the section headed "*Terms and Conditions of the Covered Bonds*").

This Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), which is the Luxembourg competent authority for the purposes of Directive 2003/71/EC (the **Prospectus Directive**) and relevant implementing measures in Luxembourg, which includes the amendments made by Directive 2010/73/EU (the **2010 Amending Directive**), to the extent such amendments have been implemented in a relevant Member State, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purposes of giving information with regard to the issue of Covered Bonds under the Programme during the period of twelve (12) months after the date hereof. The CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality and solvency of the Issuer in line with the provisions of article 7(7) of the Prospectus Law dated 10 July 2005.

This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive.

Capitalised terms used in this Base Prospectus shall have the meaning ascribed to them in the section headed "*Glossary*", unless otherwise defined in the specific section of this Base Prospectus in which they are used.

Under the Programme, the Issuer may issue Covered Bonds denominated in any currencies, including Euro, UK Sterling, Swiss Franc, Japanese Yen and US Dollar. Interest on the Covered Bonds shall accrue monthly, quarterly, semi-annually, annually or on such other basis as specified in the relevant Final Terms, in arrears at fixed or floating rate, increased or decreased by a margin. In addition, interest and/or principal on the Covered Bonds may be linked to the performance of certain indexes or securities. The Issuer may also issue Covered Bonds at a discounted price with no interest accruing and repayable at nominal value (zero-coupon Covered Bonds).

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

Application has been made for Covered Bonds (other than Registered Covered Bonds) to be admitted during the period of 12 months from the date of this Base Prospectus to listing on the official list and trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2004/39/EC. In addition, the Issuer and each Relevant Dealer named under the section headed "*Subscription and Sale*" may agree to make an application to list a Series on any other stock exchange as specified in the relevant Final Terms. The Programme also permits Covered Bonds to be issued on an unlisted basis.

Covered bonds will be issued in dematerialised form and the Issuer reserves the right to issue also Covered Bonds as German governed registered covered bonds (*Gedekte Namensschuldverschreibung*) (the **Registered Covered Bonds**). This Base Prospectus does not relate to the Registered Covered Bonds which may be issued by the Issuer under the Programme pursuant to either separate documentation or the documents described in this Base Prospectus after having made the necessary amendments and the approval of this Base Prospectus by the CSSF does not cover any Registered Covered Bonds which may be issued by the Issuer.

Where Covered Bonds (other than Registered Covered Bonds) issued under the Programme are admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, such Covered Bonds will have a denomination of not less than €100,000 (or, where the Covered Bonds are issued in a currency other than euro, the equivalent amount in such other currency). The terms and conditions of the Registered Covered Bonds (the **Registered Covered Bond Conditions**), which will differ from the terms and conditions set out in the section headed "*Terms and Conditions of the Covered Bonds*", will specify the minimum denomination for Registered Covered Bonds, which might not be listed.

The Covered Bonds to be issued on or after the date hereof will be held in dematerialised form or in any other form as may be set out in the Final Terms. The Covered Bonds issued in dematerialised form will be held on behalf of their ultimate 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 Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, *société anonyme*, Luxembourg (**Clearstream**). Each Series of Covered Bonds issued in dematerialised form will be deposited with Monte Titoli on the relevant Issue Date (as defined in the section headed "*Terms and Conditions of the Covered Bonds*"). Monte Titoli shall act as depository for Clearstream and Euroclear. The Covered Bonds issued in dematerialised form will at all times be held in book entry form and title to the Covered Bonds issued in dematerialised form will be evidenced by book entries in accordance with the provisions of Italian Legislative Decree No. 58 of 24 February 1998 (the **Financial Law**) and implementing regulation and with the joint regulation of the *Commissione Nazionale per le Società e la Borsa* (**CONSOB**) and the Bank of Italy dated 22 February 2008 and published in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) No. 54 of 4 March 2008, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Covered Bonds issued in dematerialised form.

Before the Maturity Date the Covered Bonds will be subject to mandatory and optional redemption in whole or in part in certain circumstances, as set out in Condition 9 (*Redemption and Purchase*).

Each Series is expected, upon the relevant issue, to be assigned a rating as specified in the relevant Final Terms by Moody's Investors Service (**Moody's**). Conditions precedent to the issuance of any Series include that a rating letter assigning the rating to such Series of Covered Bonds is issued by the Rating Agency. Whether or not the credit rating applied for in relation to relevant Series of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (the **CRA Regulation**) will be disclosed in the Final Terms. The credit ratings included or referred to in this Base Prospectus have been issued by Moody's, which is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). As such Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation, unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

A credit rating is not a recommendation to buy, sell or hold Covered Bonds and may be subject to revision or withdrawal by the Rating Agency.

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

Arrangers

Banca IMI, Barclays Capital and Intesa Sanpaolo

Dealers

Banca IMI and Barclays Capital

RESPONSIBILITY STATEMENTS

The Issuer accepts responsibility for the information contained in this Base Prospectus. 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 in accordance with the facts and does not omit anything likely to affect the import of such information.

ISP CB IPOTECARIO S.r.l. accepts responsibility for the information included in this Base Prospectus in the section headed "*Description of the Covered Bond Guarantor*" and any other information contained in this Base Prospectus relating to itself. To the best of the knowledge and belief of ISP CB IPOTECARIO S.r.l. (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

NOTICE

This Base Prospectus is a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and for the purposes of giving information which, according to the particular nature of the Covered Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the Covered Bond Guarantor and of the rights attaching to the Covered Bonds.

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

Capitalised terms used in this Base Prospectus shall have the meaning ascribed to them in the section headed "*Glossary of terms*", unless otherwise defined in the single section of this Base Prospectus in which they are used.

The Issuer and, with respect to the information relating to itself only, the Covered Bond Guarantor, have confirmed to the Dealers (i) that this Base Prospectus contains all information with regard to the Issuer and the Covered Bonds which is material in the context of the Programme and the issue and offering of Covered Bonds thereunder; (ii) that the information contained herein is accurate in all material respects and is not misleading; (iii) that any opinions and intentions expressed by it herein are honestly held and based on reasonable assumptions; (iv) that there are no other facts with respect to the Issuer, the omission of which would make this Base Prospectus as a whole or any statement therein or opinions or intentions expressed therein misleading in any material respect; and (v) that all reasonable enquiries have been made to verify the foregoing.

No person is or has been authorised by the Issuer or the Covered Bond Guarantor to give any information or to make any representation which is not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as in the public domain and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Dealers or any party to the Transaction Documents.

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

This Base Prospectus is valid for 12 months following its date of publication and it and any supplement hereto as well as any Final Terms filed within such 12 months reflect the status as of their respective dates of issue.

Neither the Dealers, the Arrangers nor any person mentioned in this Base Prospectus, with exception of the Issuer, the Covered Bond Guarantor and the Asset Monitor, is responsible for the information contained in this Base Prospectus, any document incorporated herein by reference, or any supplement thereof, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted

by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

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

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

For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of the Base Prospectus or any Final Terms and other offering material relating to the Covered Bonds, see the section headed "*Subscription and Sale*" of this Base Prospectus. In particular, the Covered Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended. Subject to certain exceptions, Covered Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons.

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

The language of this Base Prospectus is English. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a member State of the European Economic Area (a **Member State**), the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

This Base Prospectus may only be used for the purpose for which it has been published.

In this Base Prospectus, references to **€**, **euro** or **Euro** are to the single currency introduced at the beginning of the Third Stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended; references to **U.S.\$** or **U.S. Dollar** are to the currency of the United States of America; references to **£** or **UK Sterling** are to the currency of the United Kingdom; references to **Swiss Franc** are to the currency of the Swiss Confederation; references to **Japanese Yen** are to the currency of the State of Japan; references to **Italy** are to the Republic of Italy; references to laws and regulations are, unless otherwise specified, to the laws and regulations of Italy; and references to billions are to thousands of millions.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

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

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

In connection with the issue of any Series or Tranche under the Programme, the Dealer (if any) which is specified in the relevant Final Terms as the stabilising manager (the Stabilising Manager) or any person acting for the Stabilising Manager may over-allot any such Series or Tranche or effect transactions with a view to supporting the market price such Series or Tranche at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series or Tranche and 60 days after the date of the allotment of any such Series or Tranche. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

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DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents, which have been previously published, or are published simultaneously with this Base Prospectus or filed with the CSSF, together, in each case, with the audit reports (if any) thereon:

- (a) the Issuer's audited annual consolidated financial statements, including the auditors' report thereon, notes thereto and the relevant accounting principles, and the Issuer's audited annual financial statements including the auditors' report thereon, notes thereto and the relevant accounting principles in respect of the years ending on 31 December 2009 and 31 December 2010;
- (b) the Covered Bond Guarantor's audited annual financial statements in respect of the years ending on 31 December 2009 and 31 December 2010;
- (c) the Issuer's unaudited condensed consolidated financial statements in respect of the half-year 2011, with auditors' limited review report;
- (d) the Covered Bond Guarantor's unaudited interim condensed financial statements in respect of the half-year 2011 with auditors' limited review report;
- (e) the auditors' report for the Covered Bond Guarantor in relation to the financial statements in respect of the years ending on 31 December 2009 and 31 December 2010. Such documents shall be incorporated into, and form part of, this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference into this Base Prospectus may be obtained from the registered office of the Issuer or, for the audited consolidated annual financial statements of the Issuer as at and for the years ended 31 December 2009 and 31 December 2010 and the auditor's report for the Issuer for the financial year ended 31 December 2009 and 31 December 2010, on the Issuer's website (www.intesanpaolo.com). This Base Prospectus and the documents incorporated by reference will also be available on the Luxembourg Stock Exchange's web site (<http://www.bourse.lu>).

The audited consolidated financial statements referred to above, together with the audit reports thereon, are available both in the original Italian and in English. The English language versions represent a direct translation from the Italian language documents. The Issuer and the Covered Bond Guarantor declare that the English translation of the financial reports incorporated by reference in this Base Prospectus is an accurate and not misleading translation in all material respect of the Italian language version of the Issuer's and Covered Bond Guarantor's financial reports.

Cross-reference List

The following table shows where the information incorporated by reference into this Base Prospectus, including the information required under Annex XI of Commission Regulation (EC) No. 809/2004 (in respect of the Issuer) and Annex IX of Commission Regulation (EC) No. 809/2004 (in respect of the Covered Bond Guarantor), can be found in the above mentioned financial statements incorporated into this Base Prospectus.

Intesa Sanpaolo half-yearly report as at and for the six months ended 30 June 2011

<i>Unaudited half-year condensed consolidated financial statements</i>	<i>Page number(s)</i>
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Covered Bond Guarantor half-yearly report as at and for the six months ended 30 June 2011

<i>Unaudited half-year condensed financial statements</i>	<i>Page number(s)</i>
Balance Sheet	11-12
Income Statement	13
Statement of comprehensive income	14
Statements of changes in quotaholders' equity	15
Cash Flow Statement	16
Explanatory Notes	17-41
Independent Auditors' Review Report	Separate document

Annual consolidated financial statements of the Issuer (Commission Regulation (EC) No. 809/2004, Annex XI, paragraph 11.1.)

Audited annual financial statements of the Issuer	2010	2009
Consolidated Balance Sheet	Pages 132-133	Pages 124-125
Consolidated Income Statement	Page 134	Page 126
Statement of consolidated comprehensive income	Page 135	Page 127
Changes in consolidated shareholders' equity	Page 136	Page 128
Consolidated Statement of Cash Flow	Page 138	Page 130
Notes to the Consolidated Financial Statements	Pages 139-402	Pages 131-387
Independent Auditors' Report	Pages 407-410	Page 119

Annual financial statements of the Covered Bond Guarantor (Commission Regulation (EC) No. 809/2004, Annex IX, paragraph 11.1.)

Audited annual financial statements of the Covered Bond Guarantor	2010	2009
Balance Sheet	Pages 16-17	Page 13
Income Statement	Page 18	Page 14
Statement of comprehensive income	Page 19	Page 15
Statements of changes in quotaholders' equity	Page 20	Page 15

Statement of Cash Flow	Page 21	Page 17
Explanatory Notes	Pages 22-44	Pages 19-31
Independent Auditors' Report	Separate Document	Separate Document

Any information not listed above but included in the documents incorporated by reference is given for information purpose only.

The consolidated financial statements of the Issuer as at and for the years ended on 31 December 2009 and 31 December 2010 have been audited and the interim condensed financial statements of the Issuer in respect of the half-year 2011 have been reviewed by Reconta Ernst and Young S.p.A., in their capacity as independent auditors of the Issuer, as indicated in their reports thereon.

The financial statements of the Covered Bond Guarantor as at and for the years ended 31 December 2009 and 31 December 2010 have been audited and the interim condensed financial statements of the Covered bond Guarantor in respect of the half-year 2011 have been reviewed by Reconta Ernst and Young S.p.A., in their capacity as independent auditors of the Covered Bond Guarantor, as indicated in their reports thereon.

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

SUPPLEMENTS TO THE BASE PROSPECTUS, FINAL TERMS AND FURTHER PROSPECTUSES

The Issuer has undertaken with the Dealers to supplement this Base Prospectus or publish a new Base Prospectus if and when the information herein should become materially inaccurate or incomplete and has further agreed with the Dealers to furnish a supplement to the Base Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of the Covered Bonds and which arises or is noted between the time when this Base Prospectus has been approved and the final closing of any Series or Tranche of Covered Bonds offered to the public or, as the case may be, when trading of any Series or Tranche of Covered Bonds on a regulated market begins, in respect of Covered Bonds issued on the basis of this Base Prospectus.

In addition, the Issuer may agree with the Dealers to issue Covered Bonds in a form not contemplated in the section headed "*Form of Final Terms*". To the extent that the information relating to that Series or Tranche of Covered Bonds constitutes a significant new factor in relation to the information contained in this Base Prospectus, a separate prospectus specific to such Series or Tranche (a **Drawdown Prospectus**) will be made available and will contain such information.

The terms and conditions applicable to any particular Series or Tranche of Covered Bonds will be the conditions set out in the section headed "*Terms and Conditions of the Covered Bonds*", as amended and/or replaced to the extent described in the relevant Final Terms or Drawdown Prospectus. In the case of a Series or Tranche of Covered Bonds which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Covered Bond Guarantor and the relevant Covered Bonds or (2) by a registration document containing the necessary information relating to the Issuer and/or the Covered Bond Guarantor, a securities note containing the necessary information relating to the relevant Covered Bonds and, if applicable, a summary note.

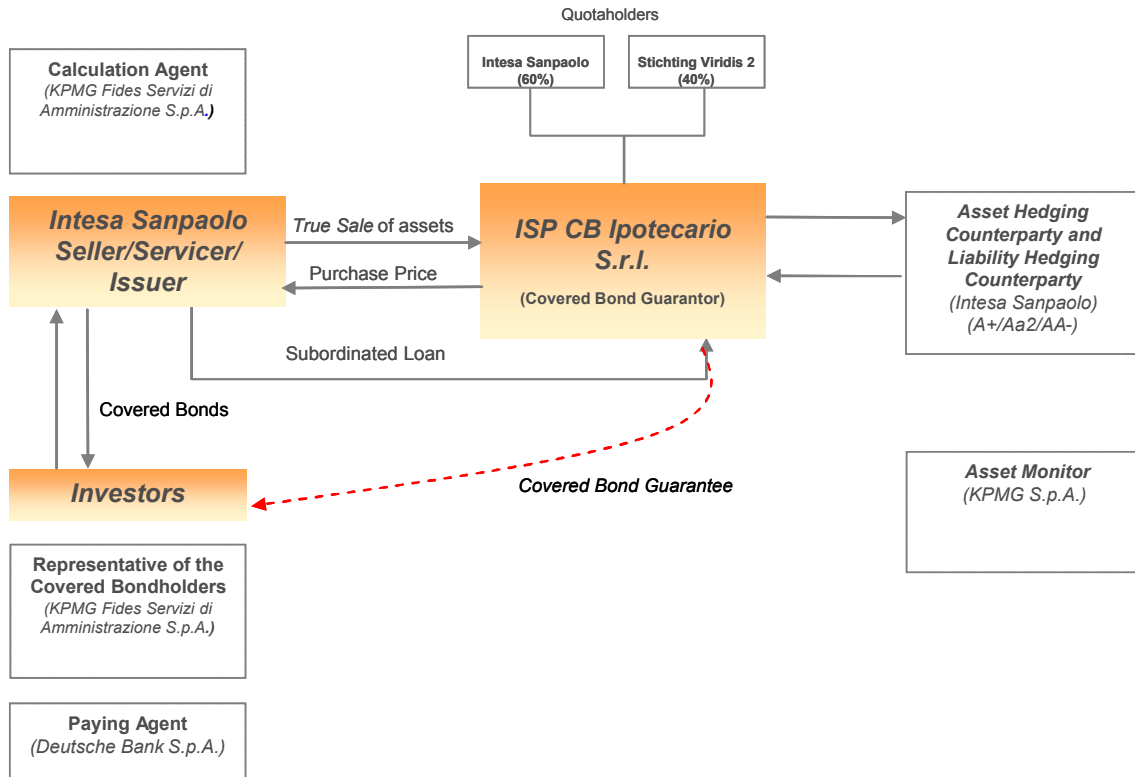
The Issuer has undertaken, in connection with the admission to trading of the Covered Bonds on the Regulated Market of the Luxembourg Stock Exchange, that if there shall occur any adverse change in the business or financial position of the Issuer or any change in the information set out under "*Terms and Conditions of the Covered Bonds*", that is material in the context of issuance of Covered Bonds under the Programme, the Issuer will prepare or procure the preparation of a supplement to this Base Prospectus or, as the case may be, publish a new Base Prospectus, for use in connection with any subsequent issue by the Issuer of Covered Bonds to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

OVERVIEW OF THE PROGRAMME

Covered Bondholders should read the detailed information set out in the section headed "*Risk Factors*" which summarises certain risks factors related to, *inter alia*, the Issuer, the Covered Bonds, the Covered Bond Guarantee and the underlying assets of the Covered Bond Guarantee and in the section headed "*Selected Aspect of Italian Law*" which summarise certain aspect of Italian law relevant to the Portfolio and the transfer of the Portfolio.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meaning in this overview. An index of certain defined terms is contained at the end of this Base Prospectus.

Structure Diagram



Structure Overview

The Programme

Under this Euro 20,000,000,000 Covered Bond Programme (the **Programme**), the Issuer may from time to time issue Covered Bonds to one or more of the Dealers indicated on the cover page, and any additional Dealers appointed from time to time under the Programme by the Issuer, in accordance with the Dealer Agreement (the **Dealers**), whose appointment may be for a specific issue or on an ongoing basis.

The maximum aggregate principal amount of all Covered Bonds outstanding at any time under the Programme will not exceed Euro 20,000,000,000 (or its equivalent in other currencies). The Issuer may, from time to time, increase the amount of the Programme in accordance with the terms of the Dealer Agreement.

The Covered Bonds will be issued on a continuing basis to one or more of the Dealers.

Covered Bonds may be distributed on a syndicated or non-syndicated basis, in each case only in accordance with the relevant selling restrictions. The method of distribution of each Series or Tranche will be stated in the relevant Final Terms.

Covered Bonds will be issued in Series, but on different terms from each other, and each Series may comprise one or more Tranches, subject to the terms set out in the relevant Final Terms in respect of such Series or Tranche.

Status of the Covered Bonds

The Covered Bonds will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer, guaranteed by the Covered Bond Guarantee and will rank *pari passu* without any preference among themselves, except in respect of maturities of each Series or Tranche, and (save for any applicable statutory provisions) at least equally with all other present and future unsecured, unsubordinated obligations of the Issuer having the same maturity of each Series or Tranche of the Covered Bonds, from time to time outstanding.

The Covered Bond Guarantee and the Portfolio

In accordance with Law 130, by virtue of the Covered Bond Guarantee, the Covered Bondholders will benefit from a guarantee issued by the Covered Bond Guarantor which will, in turn, hold a portfolio consisting of some or all of the following assets:

- (a) residential mortgage loans (*mutui ipotecari residenziali*) that have an LTV that does not exceed 80 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (b) commercial mortgage loans (*mutui ipotecari commerciali*) that have an LTV that does not exceed 60 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (c) asset backed securities for which a risk weight not exceeding 20 per cent. is applicable in accordance with the Bank of Italy's prudential regulations for banks — standardised approach — provided that at least 95 per cent. of the relevant securitised assets are:
 - (i) residential mortgage loans that have an LTV that does not exceed 80 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
 - (ii) commercial mortgage loans that have an LTV that does not exceed 60 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (d) only for purposes of Integration Assignments, securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree,

provided that the cumulative amount of the assets described under items (b), (c)(ii) and (d) above may not amount to more than 10 per cent. of the aggregate nominal value of the Portfolio.

In addition, the Portfolio may comprise Integration Assets, having the characteristics described under the section headed "*Description of the Portfolio*", subject to the limitations set out in the MEF Decree.

Under the terms of the Covered Bond Guarantee, if the Issuer defaults in the payment on the due date (subject to any applicable grace periods) of any monies due and payable under or pursuant to the Covered Bonds, or if any other Issuer Event of Default occurs, the Covered Bond Guarantor has agreed (subject to as described below) to pay, or procure to be paid, following service by the Representative of the Covered Bondholders of a Notice to Pay, unconditionally and irrevocably to the Covered Bondholders, any amounts due under the Covered Bonds on the Due for Payment Date. The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute direct and (following the occurrence of an Issuer Event of Default, the service of a Notice to Pay on the Issuer and the Covered Bond Guarantor or, if earlier, the service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice) unconditional, unsubordinated and limited recourse obligations of the Covered Bond Guarantor, backed by the Portfolio, as provided under the OBG Regulations. Payments made by the Covered Bond Guarantor under the Covered Bond Guarantee will be made subject to, and in accordance with, the relevant Priority of Payments, as applicable.

Subordinated Loan Agreement

Pursuant to the Subordinated Loan Agreement, the Seller has granted to the Covered Bond Guarantor the Subordinated Loan with a maximum amount equal to the Programme Limit, plus any other amounts necessary to ensure that the Mandatory Tests are met. Under the provisions of such agreement, upon the relevant disbursement notice being filed by the Covered Bond Guarantor, the Seller shall make advances to the Covered Bond Guarantor in amounts equal to the relevant price of the Initial Portfolio and of any Further Portfolio transferred from time to time to the Covered Bond Guarantor in view of (a) collateralising the issue of further Covered Bonds or (b) carrying out an integration of the Portfolio, whether through Eligible Assets or through Integration Assets, in order to cure a breach of the Mandatory Tests and of the other tests provided for in the Portfolio Administration Agreement.

Amounts owed to the Seller by the Covered Bond Guarantor under the Subordinated Loan Agreement will be subordinated to amounts owed by the Covered Bond Guarantor under the Covered Bond Guarantee. Any such amounts will be repaid on each Guarantor Payment Date prior to the delivery of a Notice to Pay according to the relevant Pre-Issuer Event of Default Principal Priority of Payments and within the limits of

the then Available Funds, provided that such repayment does not result in a breach of any of the Tests. Following the service of a Notice to Pay, amounts owed under the Subordinated Loan Agreement shall be repaid within the limits of the Available Funds, in accordance with the relevant Priority of Payments.

Servicing

Under the terms of the Servicing Agreement (i) the Servicer has agreed to administer and service the Receivables (with the exception of the Defaulted Receivables classified as *in sofferenza*) and the Securities and to carry out the collection activities relating to the Receivables and the Securities, on behalf of the Covered Bond Guarantor; and (ii) the Special Servicer has agreed to administer and service the Defaulted Receivables classified as *in sofferenza*. Under the Servicing Agreement, the Servicer has agreed to be responsible for verifying that the transaction complies with the law and this Base Prospectus, in accordance with the requirements of Law 130.

Cashflows

Prior to service of a Notice to Pay on the Covered Bond Guarantor the Covered Bond Guarantor will:

- (a) apply Interest Available Funds to pay (subject to compliance with the Tests) interest due on the Subordinated Loan, but only after payment of certain items ranking higher in the Pre-Issuer Event of Default Interest Priority of Payments (including, but not limited to, payments due to the Hedging Counterparties); and
- (b) apply Principal Available Funds towards (subject to compliance with the Tests) repaying the Subordinated Loan, but only after payment of certain items ranking higher in the relevant Pre-Issuer Event of Default Principal Priority of Payments (including, but not limited to, payments, if any, due to the Hedging Counterparties).

For further details of the Pre-Issuer Event of Default Interest Priority of Payments and the Pre-Issuer Event of Default Principal Priority of Payments, see the section headed "*General Description of the Programme*" below.

Following service of a Notice to Pay on the Covered Bond Guarantor (but prior to a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor) the Covered Bond Guarantor will use all monies to pay the Guaranteed Amounts in respect of the Covered Bonds when due for payment subject to paying certain higher ranking obligations of the Covered Bond Guarantor in the Post-Issuer Default Priority of Payments. In such circumstances, the Seller will only be entitled to receive from the Covered Bond Guarantor payment of interest and repayment of principal under the Subordinated Loan after all amounts due under the Covered Bond Guarantee in respect of the Covered Bonds have been paid in full or have otherwise been provided for.

Following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Covered Bonds will become immediately due and repayable and Covered Bondholders will then have a claim against the Covered Bond Guarantor under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount in respect of each Covered Bonds, together with accrued interest and any other amounts due under the Covered Bonds, and the Available Funds will be distributed according to the Post-Guarantor Default Priority of Payments.

Mandatory Tests

The Programme provides that the assets of the Covered Bond Guarantor are subject to the statutory tests provided for under Article 3 of the MEF Decree (the **Mandatory Tests**), which are intended to ensure that the Covered Bond Guarantor can meet its obligations under the Covered Bond Guarantee. Accordingly, for so long as Covered Bonds remain outstanding, the Issuer must always ensure that the following tests are satisfied on each Calculation Date:

- (1) the Nominal Value Test;
- (2) the NPV Test; and
- (3) the Interest Coverage Test.

Amortisation Test

The Amortisation Test is intended to ensure that if, following the occurrence of an Issuer Event of Default and service of a Notice to Pay by the Representative of the Covered Bondholders, the assets of the Covered Bond Guarantor available to meet its obligations under the Covered Bond Guarantee fall to a level where Covered Bondholders may not be repaid, a Covered Bond Guarantor Event of Default will occur and all obligations owing under the Covered Bond Guarantee may be accelerated. Under the Portfolio Administration Agreement, the Covered Bond Guarantor must ensure that, on each Calculation Date following service of a Notice to Pay on the Issuer and the Covered Bond Guarantor, but prior to a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice, the Amortisation Test Aggregate Portfolio Amount will be in an amount at least equal to the Outstanding Principal Balance of the Covered Bonds as calculated on the relevant Calculation Date.

Extendable obligations under the Covered Bond Guarantee

An Extended Maturity Date may be specified as applying in relation to a Series of Covered Bonds in the applicable Final Terms. This means that if the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on the relevant Maturity Date and if the Covered Bond Guarantor has, on the Extension Determination Date, insufficient Available Funds (in accordance with the Post-Issuer Default Priority of Payments) to pay in full the relevant Final Redemption Amount, then payment of the unpaid amount pursuant to the Covered Bond Guarantee shall be automatically deferred and shall become due and payable on the Extended Maturity Date. However, any amount representing the Final Redemption Amount due and remaining unpaid on the Extension Determination Date may be paid by the Covered Bond Guarantor on any CB Payment Date thereafter, up to (and including) the relevant Extended Maturity Date. Interest will continue to accrue on any unpaid amount and be payable on each CB Payment Date during such extended period up to (and including) the Extended Maturity Date or, if earlier, the CB Payment Date on which the Final Redemption Amount is paid in full.

Asset Monitoring

Pursuant to an engagement letter entered into on or about the Programme Date, the Issuer has appointed the Asset Monitor in order to perform, subject to receipt of the relevant information from the Issuer, specific monitoring activities concerning, *inter alia*, (i) the fulfilment of the eligibility criteria set out under the MEF Decree with respect to the Eligible Assets and Integration Assets included in the Portfolio; (ii) the compliance with the limits on the transfer of the Eligible Assets set out under the MEF Decree; and (iii) the effectiveness and adequacy of the risk protection provided by any Swap Agreement entered into in the context of the Programme. Furthermore, under the terms of the Asset Monitor Agreement entered into between the Issuer, the Calculation Agent, the Asset Monitor, the Covered Bond Guarantor and the Representative of the Covered Bondholders, the Asset Monitor has agreed with the Issuer and, upon delivery of an Article 74 Notice to Pay (and until the date of its withdrawal) and a Notice to Pay, with the Covered Bond Guarantor, to verify, subject to due receipt of the information to be provided by the Calculation Agent to the Asset Monitor, the arithmetic accuracy of the calculations performed by the Calculation Agent under the Mandatory Tests and the Amortisation Test carried out pursuant to the Portfolio Administration Agreement, with a view to confirming whether such calculations are accurate.

Further Information

For a more detailed description of the transactions summarised above relating to the Covered Bonds, see, amongst other relevant sections of this Base Prospectus, the sections headed "*Overview of the Programme*", "*Terms and Conditions of the Covered Bonds*", "*Description of the Transaction Documents*", "*Credit Structure*", "*Cashflows*" and "*The Portfolio*".

RISK FACTORS

The following are the principal risk factors relating to the Issuer, the Covered Bond Guarantor and the Covered Bonds to be issued under the Programme which prospective purchasers of Covered Bonds should consider prior to making an investment decision. The following overview is not intended to be exhaustive and prospective purchasers of Covered Bonds should also read the information set out elsewhere in this Base Prospectus.

1. General Investment Considerations

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

Obligations to make payments when due on the Covered Bonds

The Issuer is liable to make payments when due on the Covered Bonds. The obligations of the Issuer under the Covered Bonds are direct, unsecured, unconditional and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves and equally with its other direct, unsecured, unconditional and unsubordinated obligations. Consequently, any claim directly against the Issuer in respect of the Covered Bonds will not benefit from any security or other preferential arrangement granted by the Issuer. The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the service on the Covered Bond Guarantor of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay. Failure by the Covered Bond Guarantor to pay amounts due under the Covered Bond Guarantee in respect of any Series or Tranche would constitute a Covered Bond Guarantor Event of Default which would entitle the Representative of the Covered Bondholders to serve a Covered Bond Guarantor Acceleration Notice and accelerate the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee and entitle the Representative of the Covered Bondholders to enforce the Covered Bond Guarantee. The occurrence of an Issuer Event of Default does not constitute a Covered Bond Guarantor Event of Default.

The Covered Bonds will not represent an obligation or be the responsibility of any of the Dealers, the Arrangers, the Representative of the Covered Bondholders or any other party to the Transaction Documents, their officers, members, directors, employees, security holders or incorporators, other than the Issuer and, upon service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay, the Covered Bond Guarantor. The Issuer and the Covered Bond Guarantor will be liable solely in their corporate capacity and, as to the Covered Bond Guarantor, limited recourse to the Available Funds, for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

The secondary market generally

Covered Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Covered Bonds that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Covered Bonds. In addition, Covered Bonds issued under the Programme might not be rated or listed on a stock exchange or regulated market and, in these circumstances, pricing information may be more difficult to obtain and the liquidity and market prices of such Covered Bonds may be adversely affected. In an illiquid market, an investor might not be able to sell his Covered Bonds at any time at fair market prices. The possibility to sell the Covered Bonds might additionally be restricted by country specific reasons.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified

Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Covered Bonds, (2) the Investor's Currency equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency equivalent market value of the Covered Bonds. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

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

Rating of the Covered Bonds

The rating assigned to the Covered Bonds address, *inter alia*:

- the likelihood of full and timely payment to Covered Bondholders of all payments of interest on each CB Payment Date;
- the likelihood of timely payment of principal in relation to the Hard Bullet Covered Bonds on the Maturity Date; and
- the likelihood of ultimate payment of principal in relation to Covered Bonds on (a) the Maturity Date thereof, or (b) if the Covered Bonds are subject to an Extended Maturity Date in accordance with the applicable Final Terms, the Extended Maturity Date thereof.

Whether or not a rating in relation to any Series of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the relevant Final Terms. The credit ratings included or referred to in this Base Prospectus have been issued by Moody's Investors Service Ltd. which is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). As such Moody's Investors Service Ltd. is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation. In general, European regulated investors are restricted under CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

The expected rating of the Covered Bonds is set out in the relevant Final Terms for each Series of Covered Bonds. The Rating Agency may lower its ratings or withdraw its rating if, in its sole judgement, the credit quality of the Issuer or the Covered Bonds has declined or is in question, and the Issuer has not undertaken to maintain a rating. In addition, at any time the Rating Agency may revise its relevant rating methodology with the result that, amongst other things, any rating assigned to the Covered Bonds may be lowered. If any rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may reduce.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension or withdrawal (or, as noted above, revision) at any time. A credit rating may not reflect the potential impact of all of the risks related to the structure, market, additional factors discussed above and other factors that may affect the value of the Covered Bonds.

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

An investor's total return on an investment in any Covered Bonds will be affected by the level of fees charged by the nominee service provider and/or clearing system used by the investor. Such a person or institution may charge fees for the opening and operation of one or more investment accounts, transfers of Covered Bonds, custody services and on payments of interest, principal and other amounts. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Covered Bonds. Certain information in that respect are available under the section headed "*General Information*".

Legal investment considerations may restrict certain investments

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

Law 130

Law 130 was enacted in Italy in April 1999 and amended to allow for the issuance of covered bonds in 2005. As at the date of this Base Prospectus, no interpretation of the application of Law 130 as it relates to covered bonds has been issued by any Italian court or governmental or regulatory authority, except for (i) the MEF Decree setting out the technical requirements of the guarantee which may be given in respect of covered bonds, (ii) the BoI OBG Regulations concerning guidelines on the valuation of assets, the procedure for purchasing integration assets and controls required to ensure compliance with the legislation, and (iii) the clarifications, provided for by the Bank of Italy, to certain queries concerning the OBG Regulations submitted to the such authority by Italian banks and the Italian Banking Association (*Associazione Bancaria Italiana*). Consequently, it is possible that such or different authorities may issue further regulations relating to Law 130 or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Base Prospectus.

Change of law

The structure of the Programme and, *inter alia*, the issue of the Covered Bonds and the rating initially assigned to the Covered Bonds are based on the relevant law, tax and administrative practice in effect at the date of this Base Prospectus, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to the law (including any change in regulation which may occur without a change in primary legislation), tax or administrative practice or its interpretation will not change after the Issue Date of any Series or that such change will not adversely impact the structure of the Programme and the treatment of the Covered Bonds. This Base Prospectus will not be updated to reflect any such changes or events.

2. Risk factors relating to the Issuer

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Covered Bonds. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Covered Bonds are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Covered Bond, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Covered Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.

References in this section to the Intesa Sanpaolo Group are to the Issuer and each of its consolidated subsidiaries.

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

Risk management

The Intesa Sanpaolo Group attaches great importance to risk management and control as conditions to ensure reliable and sustainable value creation in a context of controlled risk, protect the Intesa Sanpaolo Group's financial strength and reputation, and permit a transparent representation of the risk profile of its portfolios.

The basic principles of risk management and control are: clear identification of responsibility for acceptance of risk, measurement and control systems in line with international best practices and organisational separation between the functions that carry out day-to-day operations and those that carry out controls.

The policies relating to the acceptance are defined by the Supervisory Board and the Management board of the Parent Company Intesa Sanpaolo S.p.A., with support from specific operating Committees, and from the Group Risk Governance Committee and Chief Risk Officer, reporting directly to the Chief Executive Officer.

Intesa Sanpaolo S.p.A. is in charge of overall direction, management and control of risks, whereas the Intesa Sanpaolo Group companies that generate credit and/or financial risks have their own control structures and operate within the assigned autonomy limits. A service agreement governs the risk control activities performed by the Parent Company on behalf of the main subsidiaries. These functions report directly to the subsidiary's management bodies.

The risk measurement and management tools together define a risk-monitoring framework at the Intesa Sanpaolo Group level, capable of assessing the risks assumed by the Intesa Sanpaolo Group from a regulatory and economic point of view. The level of absorption of economic capital, defined as the maximum "unexpected" loss that could be borne by the Intesa Sanpaolo Group over a period of one year, is a key measure for determining the Intesa Sanpaolo Group's financial structure, risk appetite and for guiding operations, ensuring a balance between risks assumed and shareholder returns. It is estimated on the basis of the current situation and also as a forecast, based on the budget assumptions and projected economic scenario under ordinary and stress conditions. The capital position forms the basis for the business reporting and is submitted quarterly to the Intesa Sanpaolo Group Risk Governance Committee, the Management Board and the Control Committee, as part of the Intesa Sanpaolo Group's Risks *Tableau de Bord*.

Risk hedging, given the nature, frequency and potential impact of the risk, is based on a constant balance between mitigation/hedging action, control procedures/processes and capital protection measures.

As part of Basel II Project, the goal of which is for the main Group companies to adopt advanced approaches, relating to credit risk, the Supervisory Authority granted permission to use the AIRB approach for the Corporate segment and the IRB approach for the Retail Mortgages segment on an initial scope of companies being part of the Intesa Sanpaolo Group (including the Parent Company and most of the banks being part of the network and Italian companies).

The Group is proceeding with development of the rating models for the other business segments and the extension of the scope of companies for their application in accordance with the gradual roll-out plan for the advanced approaches presented to the Supervisory Authority.

Regarding operational risk, as of December 31, 2009, Intesa Sanpaolo Group was authorized by the Bank of Italy to use the Advanced Measurement Approaches to determine capital requirements for operational risk with respect to an initial scope of banks and companies. Effective 31 December 2010, the Group was then authorised to extend advanced approaches to a second set of companies. The remaining Group companies that currently use the Standardized Approach, are expected to gradually migrate to the Advanced Measurement Approaches based on the roll-out plan submitted to management and presented to supervisory authorities.

Credit Risk

Credit risk is the risk of losses due to the failure on the part of the Intesa Sanpaolo Group's counterparties (customers) to meet their payment obligations to the Intesa Sanpaolo Group. Credit risk refers to all claims against customers, mainly loans, but also liabilities in the form of other extended credits, guarantees, interest-bearing securities, approved and undrawn credits, as well as counter-party risk arising through derivatives and foreign exchange contracts. Credit risk also consists of concentration risk, country risk and residual risks, both from securitisations and uncertainty regarding credit recovery rates. Credit risk represents the chief risk category for the Intesa Sanpaolo Group.

Intesa Sanpaolo has developed a set of instruments which ensure analytical control over the quality of the loans to customers and financial institutions, and loans subject to country risk.

Risk measurement uses rating models that are differentiated according to the borrower's segment (corporate, small business, mortgage loans, personal loans, sovereigns, Italian public sector entities, financial institutions). These models make it possible to summarise the credit quality of the counterparty in a measurement (the rating), which reflects the probability of default over a period of one year, adjusted on the basis of the average level of the economic cycle. In case of default, internal rating LGD model measures losses on the counterparty, including downturn effect related to economic cycle.

Ratings and mitigating credit factors (guarantees, technical forms and covenants) play a fundamental role in the entire loan granting and monitoring process: they are used to set credit strategies and loan granting and monitoring rules as well as to determine decision-making powers.

The main characteristics of the *probability of default* (PD) and *loss given default* (LGD) models for Corporate and Retail Mortgages, which are validated for Basel II advanced approaches, are the followings:

- PD model
 - Corporate segment models are based on financial, behavioural and qualitative data of the customers. They are differentiated according to the market in question (domestic or international) and size bracket of the company are applied to most businesses; specific models are implemented for specialised lending (real estate development initiatives and project finance transactions).
 - the Group model for Retail Mortgages segment, adopted in late 2008, processes information relating to both the customer and the contract. It differentiates between initial disbursement, where the application model is used, and the subsequent assessment during the lifetime of the mortgage (behavioural model), which takes into account behavioural information.
- LGD model

LGD models are different according to the portfolio: Corporate and Retail Mortgages models, for which AIRB and IRB methods, respectively, were approved, have developed on the basis of a workout approach, that is by analysing the losses suffered by the Intesa Sanpaolo Group on historical defaults. The LGD is therefore determined on the basis of the actual recoveries achieved during the management of disputes, taking into account the (direct and indirect) costs and the recovery period, as required by the regulations.

Country risk

Assessment of creditworthiness of countries and their respective sovereigns is based on an internal country rating model which is used every six months to update the rating of over 260 countries. This model is based primarily on a quantitative analysis of the ratings issued by the main rating agencies (Moody's, Standard & Poor's Ratings Services and Fitch Ratings Limited), the perception of country risk by the international financial markets (the *Moody's Market Implied Rating*) and the main macroeconomic indicators for each country. The analysis also completed with the qualitative judgement of the rating committee of Intesa Sanpaolo, whose members bring into the discussion the more recent economic and political news using their experience to convey them into a more accurate final rating.

Market Risks

Market risk trading book

Market risk arises as a consequence of the Intesa Sanpaolo Group's trading and its open positions in the foreign exchange, interest rate and capital markets. The risk is derived from the fluctuation in the value of listed financial instruments whose value is linked to market variables. Market risk in the trading portfolio arises through trading activities in the interest rate, bonds, credit derivatives, commodities, foreign exchange and equity markets. Market risk in the banking portfolio arises from differences in fixed-rate periods.

The quantification of trading risks is based on daily value at risk (**VaR**) of the trading portfolios of Intesa Sanpaolo and the subsidiary Banca IMI, which represent the main portion of the Intesa Sanpaolo Group's market risks, to adverse market movements of the following risk factors:

- interest rates;

- equity and market indexes;
- investment funds;
- foreign exchange rates;
- implied volatilities;
- spreads in credit default swaps (CDS);
- spreads in bond issues;
- correlation instruments;
- dividend derivatives;
- asset-backed securities (ABS);
- commodities.

Some of the other Intesa Sanpaolo Group's subsidiaries hold smaller trading portfolios with a marginal risk (around 2% of the Intesa Sanpaolo Group's overall risk). In particular, the risk factors of the international subsidiaries' trading books are interest rates and foreign exchange rates, both relating to linear pay-offs.

For some of the risk factors indicated above, the supervisory authority has validated the internal models for the reporting of the capital absorptions of both Intesa Sanpaolo and Banca IMI.

In particular, the validated risk profiles for market risks are: (i) generic on debt securities and generic/specific on equities for Intesa Sanpaolo and Banca IMI, (ii) position risk on quotas of funds underlying CPPI (*Constant Proportion Portfolio Insurance*) products for Banca IMI, (iii) optional risk and specific risk for the CDS portfolio for Intesa Sanpaolo, (iv) position risk on dividend derivatives.

From the second quarter of 2010 the validated risk profiles were extended to the commodity risk for Banca IMI.

The analysis of market risk profiles relative to the trading book uses various quantitative indicators and VaR is the most important. Since VaR is a synthetic indicator which does not fully identify all types of potential loss, risk management has been enriched with other measures, in particular simulation measures for the quantification of risks from illiquid parameters (dividends, correlation, ABS, hedge funds).

Market risk banking book

Market risk originated by the banking book arises primarily in Intesa Sanpaolo and in the main subsidiaries that carry out retail and corporate banking. The banking book also includes exposure to market risks deriving from the equity investments in listed companies not fully consolidated, mostly held by the Parent Company and by the subsidiaries Equiter, IMI Investimenti and Private Equity International.

The methods used to measure market risks of the Intesa Sanpaolo Group's banking book are (i) VaR, and (ii) sensitivity analysis. VaR is calculated as the maximum potential loss in the portfolio's market value that could be recorded over a ten day holding period with a statistical 99 per cent. confidence level (parametric VaR). Besides measuring the equity portfolio, VaR is also used to consolidate exposure to financial risks of the various Intesa Sanpaolo Group's companies which perform banking book activities, thereby taking into account diversification benefits.

Shift sensitivity analysis quantifies the change in value of a financial portfolio resulting from adverse movements in the main risk factors (interest rate, foreign exchange, equity). For interest rate risk, an adverse movement is defined as a parallel and uniform shift of ± 100 basis points of the interest rate curve. The measurements include an estimate of the prepayment effect and of the risk originated by customer sight loans and deposits, whose features of stability and of partial and delayed reaction to interest rate fluctuations have been studied by analysing a large collection of historical data, obtaining a maturity representation model through equivalent deposits. Equity risk sensitivity is measured as the impact of a price shock of ± 10 per cent.

Furthermore, the sensitivity of the interest margin is measured by quantifying the impact on net interest income of a parallel and instantaneous shock in the interest rate curve of ± 100 basis points, over a period of 12 months. Hedging activity of interest rate risk is aimed (i) at protecting the banking book from variations

in the fair value of loans and deposits due to movements in the interest rate curve or (ii) at reducing the volatility of future cash flows related to a particular asset/liability.

The main types of derivative contracts used are interest rate swaps (IRS), overnight index swaps (OIS), cross currency swaps (CCS) and options on interest rates stipulated by Intesa Sanpaolo with third parties or with other Intesa Sanpaolo Group's companies (e.g. Banca IMI), which, in turn, cover the risk in the market so that the hedging transactions meet the criteria to qualify as IAS compliant for consolidated financial statements. Hedging activities performed by the Intesa Sanpaolo Group are recorded using various hedge accounting methods. A first method refers to the fair value hedge of specifically identified assets and liabilities (microhedging), mainly consisting of bonds issued or acquired by the Intesa Sanpaolo Group's Companies and loans to customers. Moreover, macro-hedging is carried out on the stable portion of on demand deposits in order to hedge against fair value changes intrinsic to the instalments under accrual generated by floating rate operations. Intesa Sanpaolo is exposed to this risk in the period from the date on which the rate is set and the interest payment date. Another hedging method used is the cash flow hedge which has the purpose of stabilising interest flow on variable rate funding to the extent that the latter finances fixed-rate investments (macro cash flow hedge).

The risk management department is in charge of measuring the effectiveness of interest rate risk hedges for the purpose of hedge accounting, in compliance with international accounting standards.

Foreign exchange risk

Currency risk positions are taken in both trading and non-trading books. As with market risk, the currency risk in the trading books is controlled using VaR limits (see the methodological approach described above), while the structural currency risk in the non-trading books is mitigated by the practice of raising funds in the same currency as of assets.

Issuer and counterparty risk

Issuer risk in the trading portfolio is analysed in terms of mark to market, by aggregating exposures in rating classes and is monitored using a system of operating limits based on both rating classes and concentration indices. A limit at legal entity level (for Intesa Sanpaolo and Banca IMI) is also defined and monitored in terms of Incremental Risk Charge (Credit VaR calculated over a one year time horizon at a confidence level of 99,9 pct on bonds, single name CDS and index CDS relating to the issuer trading book portfolio of each bank). Counterparty risk, measured in terms of substitution cost, is monitored both in terms of individual and aggregate exposures by the credit department.

Liquidity risk

Liquidity risk is defined as the risk that the Intesa Sanpaolo Group is not able to meet its payment obligations when they fall due (funding liquidity risk). Normally, the Intesa Sanpaolo Group is able to cover cash outflows through cash inflows, liquid assets and its ability to obtain credit. With regard to the liquid assets in particular, there may be strains in the market that make them difficult (or even impossible) to sell or be used as collateral in exchange for funds. From this perspective, the bank's liquidity risk is closely tied to the market liquidity conditions (market liquidity risk).

The guidelines for liquidity risk management adopted by the Intesa Sanpaolo Group outline the set of principles, methodologies, regulations and control processes required to prevent the occurrence of a liquidity crisis and call for the Intesa Sanpaolo Group to develop prudential approaches to liquidity management, making it possible to maintain the overall risk profile at extremely low levels.

Operational risk

Operational risk is defined as the risk of suffering losses due to inadequacy or failures of processes, human resources and internal systems, or as a result of external events. Operational risk includes legal risk, that is the risk of losses deriving from breach of laws or regulations, contractual or out-of-contract responsibilities or other disputes (excluding strategic and reputational risks).

The Intesa Sanpaolo Group has long defined the overall operational risk management framework by setting up a policy and organisational process for measuring, managing and controlling operational risk.

The control of operational risk was attributed to the management board, which identifies risk management policies, and to the supervisory board, which is in charge of their approval and verification, as well as of the guarantee of the functionality, efficiency and effectiveness of the risk management and control system.

The tasks with which the Intesa Sanpaolo Group compliance and operational risk committee is charged include periodically reviewing the Intesa Sanpaolo Group's overall operational risk profile, authorising any corrective measures, coordinating and monitoring the effectiveness of the main mitigation activities and approving operational risk transfer strategies.

The Intesa Sanpaolo Group has a centralised function within the risk management department for the management of the Intesa Sanpaolo Group's operational risk. This function is responsible for the definition, implementation, and monitoring of the methodological and organisational framework, as well as for the measurement of the risk profile, the verification of mitigation effectiveness and reporting to top management.

In compliance with current requirements, the individual organisational units are responsible for identifying, assessing, managing and mitigating own operational risks. Specific officers and departments have been identified within these business units to be responsible for operational risk management (structured collection of information relative to operational events, scenario analyses and evaluation of the business environment and internal control factors).

The integrated self-assessment process, which has been conducted on an annual basis, has allowed the Intesa Sanpaolo Group to:

- identify, measure, monitor and mitigate operational risk; and
- create significant synergies with the specialised functions of the organisation and security department that supervise the planning of operational processes and business continuity issues and with the internal control functions (in particular compliance and internal auditing) that supervise specific regulations and issues (e.g. Legislative Decree 231/05, Law 262/05) or conduct tests of the effectiveness of controls of company processes.

The internal model for calculating capital absorption is conceived in such a way as to combine all the main sources of quantitative and qualitative information (self-assessment).

The quantitative component is based on an analysis of historical data concerning internal events (recorded by organisational units, appropriately verified by the central function and managed by a dedicated IT system) and external events (the *Operational Riskdata eXchange Association*).

The qualitative component (scenario analysis) focuses on the forward-looking assessment of the risk exposure of each unit and is based on the structured, organised collection of subjective estimates expressed directly by management (subsidiaries, parent company's business areas, the corporate centre) with the objective of assessing the potential economic impact of particularly serious operational events. Capital-at-risk is therefore identified as the minimum amount at the Intesa Sanpaolo Group level required to bear the maximum potential loss (worst loss); capital-at-risk is estimated using a "Loss Distribution Approach" model (actuarial statistical model to calculate the VaR of operational losses), applied on quantitative data and the results of the scenario analysis assuming a one-year estimation period, with a confidence level of 99.90 per cent; the methodology also applies a corrective factor, which derives from the qualitative analyses of the risk of the evaluation of the business environment, to take account of the effectiveness of internal controls in the various organisational units.

Monitoring of operational risks is performed by an integrated reporting system, which provides management with the information necessary for the management and/or mitigation of the operational risk.

In order to support the operational risk management process on a continuous basis, a structured training programme has been fully implemented for employees actively involved in the process of managing and mitigating operational risk.

Strategic Risk

Strategic risk is defined as the risk associated with a potential decrease in profits or capital due to changes in the operating environment of the Intesa Sanpaolo Group, misguided Intesa Sanpaolo Group's decisions, inadequate implementation of decisions, or an inability to sufficiently react to competitive forces. The Intesa Sanpaolo Group is able to mitigate strategic risk by following the implemented policies and procedures that place strategic decision making responsibility with the supervisory board and management board, who are supported by the Intesa Sanpaolo Group's departments and committees.

Reputational Risk

Reputational risk is defined as the current and prospective risk of a decrease in profits or capital due to a negative perception of Intesa Sanpaolo's image by customers, counterparties, shareholders, investors and supervisory authorities. Reputational damage could affect all business areas, independent of where in the Intesa Sanpaolo Group the original incident occurred. The Intesa Sanpaolo Group's reputation could also be harmed by negative events in other institutions if the market considers the Intesa Sanpaolo Group to be in the same or similar category of institution. The Intesa Sanpaolo Group has adopted and published a code of ethics that sets out the values and principles that the Intesa Sanpaolo Group intends to follow in its dealings with all stakeholders (customers, employees, suppliers, shareholders, the environment and, more generally, the community) and its objectives hold the Intesa Sanpaolo Group to a higher standard than that required for compliance with applicable laws.

Risk on owned real-estate assets

The risk on owned real-estate assets may be defined as risk associated with the possibility of suffering financial losses due to an unfavorable change in the value of such assets.

Risks specific to our insurance business

Life business

The typical risks of life insurance portfolios (managed by EurizonVita, Intesa Sanpaolo Life, Intesa Sanpaolo Vita, FideuramVita, SudPoloVita and CentroVita) may be divided into three main categories: premium risks, actuarial and demographic risks and reserve risk.

Premium risks are protected initially during the establishment of the technical features of the product and its pricing, and over the life of the instrument by means of periodic checks on the sustainability and profitability (both at product level and at portfolio level, including all liabilities). When preparing a product for market, profit testing is used to measure profitability and identify any weaknesses beforehand.

Actuarial and demographic risks arise when an unfavorable trend is recorded in the actual loss ratio compared with the trend estimated when the rate was calculated, and these risks are reflected in the level of "reserves". This loss ratio refers not only to actuarial loss, but also financial loss (guaranteed interest rate risk). Intesa Sanpaolo manages these risks by performing systematic statistical analysis of the evolution of liabilities in its own contract portfolio divided by risk type and through simulations of expected profitability of the assets hedging technical reserves.

Intesa Sanpaolo manage reserve risk through the calculation of mathematical reserves, with a series of checks as well as overall verifications performed by comparing results with the estimates produced on a monthly basis. Intesa Sanpaolo Group places an emphasis on using the correct assumption for contracts by checking the relative portfolio against the movements during the period and the consistency of the amounts settled compared with the reserves movements. The mathematical reserves are calculated in respect of the portfolio on a contract-by-contract basis taking all future commitments into account.

Non-life business

The typical risks of the non-life insurance portfolio (managed through Intesa Sanpaolo Assicura and CentroVita) are essentially premium and reserve risk. Premium risks are protected initially while the product's technical features and pricing are established, and over the life of the instrument by means of periodic checks on the sustainability and profitability (both at product level and at portfolio level, including all liabilities). Reserve risk is managed through the exact calculation of technical reserves. In particular, technical reserves may be divided into a premium reserve, a damage fund, a reserve for profits and reversals, other technical reserves and a reserve for equalization.

Financial risks

In line with the growing focus in the insurance sector on the issues of value, risk and capital in recent years, a series of initiatives have been launched to strengthen risk governance and manage and control risk-based capital. With regard to both investment portfolios for the coverage of obligations with the insured and free capital, an internal regulation was adopted in order to define the investment policy. The aim of the investment policy is the control and monitoring of market and credit risks. The policy defines the goals and operating limits to distinguish the investments in terms of eligible assets and asset allocation, breakdown by

rating classes and credit risk, concentration risk by issuer and sector, and market risks (in turn measured in terms of sensitivity to variations in risk factors and VaR). Investment decisions, portfolio growth and compliance with operating limits are reviewed on a monthly basis by specific investment committees.

Investment portfolios

The investments of the insurance subsidiaries of Intesa Sanpaolo Group are aimed at covering free capital and obligations with customers, namely life policies with profit participation clauses, index linked and unit-linked policies, pension funds and casualty policies. Life policies with profit participation clauses offer the insured the ability to receive a share of the profit from the fund management (the segregated fund) and a minimum guaranteed level, and therefore generate proprietary market and credit risks for the insurance company. Index linked and unit-linked policies, which usually do not present direct risks, are monitored with regard to reputation risks.

As at 30th June, 2011, the investment portfolios at book value amounted to € 79,482 million. Of these, the portion regarding life policies, non-life policies and free capital ("portfolio at risk") amounted to € 45,929 million, while the other component ("portfolio with total risk retained by the insured") mostly comprised investments related to index and unit-linked policies and pension funds equal to € 33,553 million.

In terms of breakdown by asset class, 93.2% of assets consisted of bonds, whereas assets subject to equity price risk represented 2% of the total. The remaining part consisted of investments relating to UCI, private equity and hedge funds (4.8%).

The investment portfolio had a high credit rating. As of 30th June, 2011, bonds with very high ratings (AAA/AA) represented approximately 77.4% of total investments, while a further 10.2% had A-ratings. The securities in the low investment grade area (BBB) represented 4.4% of the total, while the share of speculative grade or unrated securities was approximately 1.2%. The high level of credit quality also emerges from the breakdown by issuer/counterparty: securities issued by governments and central banks represented 69.5% of the total, while financial companies (mainly banks) contributed almost 19.7% of the exposure and industrial securities made up approximately 4%. As at the end of the first half of 2011 the fair value sensitivity of bonds to a change in issuer credit rating, intended as a market credit spread shock of +100 basis points, was negative €2,463 million and was comprised of government issuers (-€ 1,995 million) and corporate issuers, being financial institutions and industrial companies (-€ 468 million).

Competition

In recent years the Italian banking sector has been characterised by ever increasing competition which, together with the level of interest rates, has caused a sharp reduction in the difference between lending and borrowing interest rates and subsequent difficulties in maintaining a positive growth trend in interest rate margin.

In particular, such competition has had two main effects:

- a progressive reduction in the differential between lending and borrowing interest rate, which may result in the Issuer facing difficulties in maintaining its actual rate of growth in interest rate margins; and
- a progressive reduction in commissions and fees, particularly from dealing on behalf of third parties and orders collection, due to competition on prices.

Both of the above factors may adversely affect the Issuer's financial condition and result of operations.

In addition, downturns in the Italian economy could add to the competitive pressure through, for example, increased price pressure and lower business volumes for which to compete.

Legal risks

The Intesa Sanpaolo Group is involved in various legal proceedings. Management believes that such proceedings have been properly analysed by the Intesa Sanpaolo Group and its subsidiaries in order to decide upon, if necessary or opportune, any increase in provisions for litigation to an adequate extent according to the circumstances and, with respect to some specific issues, to refer to it in the Covered Bonds to the financial statements in accordance with the applicable accounting standards. For more detailed information, see paragraph headed "*Legal Risks*" under the section headed "*Description of the Issuer*".

Changes in regulatory framework

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

- EU Directive 2009/111/EC (**CRD II**) has amended EU Directives 2006/48/EC and 2006/49/EC (together, the "CRD") and has changed the criteria for assessing capital eligible to be included in Tier I Capital.

- EU Directive 2010/76/EU (**CRD III**) has further amended the CRD as regards capital requirements for the trading book and for re-securitisations, and the supervisory review of remuneration policies. The CRD III has introduced a number of changes in response to the recent and current market conditions, such as:

- increase of capital requirements for trading books to ensure that a bank's assessment of the risks connected with its trading book better reflects the potential losses from adverse market movements in stressed conditions;

- imposition of higher capital requirements for re-securitisations to make sure that banks take proper account of the risks of investing in such complex financial products; and

- restriction on the remuneration payable to individuals fulfilling roles with potential impact on a bank's risk profile.

The changes relating to remuneration have already come into force and the changes relating to the trading book and re-securitisation positions is expected to come into force on 31 December 2011.

- Furthermore, on 16 December 2010 and 13 January 2011, the Basel Committee issued its final guidance on the proposed changes to capital adequacy and liquidity requirements ("**Basel III**"), which envisages a substantial strengthening of existing capital rules, including through the following proposals:

- raising the quality of the Core Tier 1 capital base in a harmonized manner (including through changes to the items which give rise to adjustments to that capital base and a reform of the capital structure;

- introducing a requirement for non-Core Tier I and Tier II capital instruments to have a mechanism that requires them to be written off on the occurrence of a bailout of the institution

- strengthening the risk coverage of the capital framework;

- promoting the build up of capital buffers; and

- introducing a new leverage ratio as well as short-term and long-term standards for funding liquidity (referred to as the Liquidity Coverage Ratio and the Net Stable Funding Ratio).

The implementation of the Basel III reforms will begin on 1 January 2013; however, the requirements are subject to a series of transitional arrangements and will be phased in over a period of time. Member countries will be required to implement the new capital standards from January 2013, the new Liquidity Funding Ratio from January 2015 and the Net Stable Funding Ratio from January 2018.

In the European Union, the Basel III proposals are expected to be implemented by way of further changes to the CRD, which will be transposed into national law by EU Member States. As at the date of this Base

Prospectus, the European Commission has published a public consultation document on proposed amendments to CRD (the **CRD IV**), which reflects the consultation documents issued by the Basel Committee in December 2009 (the **Basel III Proposal**), later finalized in the form of Basel III; since few changes were made between the Basel III Proposal and Basel III, the CRD IV largely reflects Basel III. An updated public consultation document in respect of CRD IV is expected to be published later this year. Once CRD IV is adopted, Italy will be required to enact implementing laws and regulations.

Significant uncertainty remains around the final requirements and implementation of these proposed initiatives. If certain of these measures were implemented as currently proposed, in particular the changes proposed by the Basel Committee and the CRD IV consultation document relating to instruments that are eligible to be included within the Core Tier 1 Capital base, they would be expected to have a significant impact on the capital and asset and liability management of the Intesa Sanpaolo Group.

Such changes in the regulatory framework and how they are implemented may have a material effect on the Intesa Sanpaolo Group's business and operations. As the new framework of banking laws and regulations affecting the Intesa Sanpaolo Group is currently being implemented, the manner in which those laws and related regulations will be applied to the operations of financial institutions is still evolving. No assurance can be given that laws and regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the business, financial condition, cash flows and results of operations of the Intesa Sanpaolo Group.

The Issuer is subject to the current disruptions and volatility in the global financial markets

The Issuer is subject to the current disruptions and volatility in the global financial markets. During the course of 2011, the debt crisis in the Euro-zone has intensified and three countries (Greece, Ireland and Portugal) have requested the financial aid of the European Union and the International Monetary Fund. Credit quality has generally declined, as reflected by the repeated downgrades suffered by several countries in the Euro-zone periphery since the beginning of the sovereign debt crisis in May 2010. The large sovereign debts and fiscal deficits in European countries have raised concerns regarding the financial condition of Eurozone financial institutions and their exposure to such countries. These concerns may have an impact on Euro-zone banks' funding.

The Group's business is focused primarily on the Italian domestic market and therefore adverse economic conditions in Italy or a delayed recovery in the Italian market may have particularly negative effects on the Group's financial condition and results of operations.

Although the Group operates in many countries, Italy is its primary market. Its business is therefore particularly sensitive to adverse macroeconomic conditions in Italy.

The persistence of adverse economic conditions in Italy, or a slower recovery in Italy compared with other OECD nations could have a material adverse effect on the Group's business, results of operations or financial condition.

In addition, any downgrade of the Italian sovereign credit rating or the perception that such a downgrade may occur may destabilise the markets and have a material adverse effect on the Group's operating results, financial condition and prospects as well as on the marketability of the notes.

Governmental and Central Banks actions intended to support liquidity may be insufficient or discontinued

In response to the financial markets crisis, the reduced liquidity available to market operators in the industry, the increase of risk premiums and the capital requirements demanded by investors, intervention with respect to the level of capitalization of banking institutions had to be further increased. In many countries, this was achieved through measures of support to the financial system and the direct intervention by governments in the share capital of the banks in different forms. In order to technically permit such government support, financial institutions were required to pledge securities deemed appropriate by different central financial institutions as collateral.

The unavailability of liquidity through such measures, or the decrease or discontinuation of such measures by governments and central authorities could result in increased difficulties in procuring the liquidity on the market and/or result in higher costs for the procurement of such liquidity, thereby adversely affecting the Group's business, financial condition and results of operations.

3. Risk factors relating to the Covered Bonds

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

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or referred to in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

Risks related to the structure of a particular issue of Covered Bonds

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

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

- (a) Covered Bonds subject to optional redemption by the Issuer

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

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

(b) Index Linked Interest Covered Bonds and Dual Currency Covered Bonds

The Issuer may issue Covered Bonds with interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each a **Relevant Factor**). In addition, the Issuer may issue Covered Bonds with principal or interest payable in one or more currencies which may be different from the currency in which the Covered Bonds are denominated. Prospective investors should be aware that:

- (i) the market price of such Covered Bonds may be very volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) the Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (v) if a Relevant Factor is applied to Covered Bonds in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vi) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations.

(c) Zero Coupon Covered Bonds

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

(d) Credit-Linked Covered Bonds and Equity-Linked Covered Bonds

The Issuer may issue Credit-Linked Covered Bonds in which the relevant obligation to pay interest and/or principal is linked to the credit of one or more reference entities. There is no guarantee that the holders will receive the full principal amount of such Covered Bonds or any interest thereon and ultimately the obligations of the Issuer to pay principal under such Covered Bonds may even be reduced to zero. The Issuer may also issue Equity-Linked Covered Bonds in which the payment of principal and/or interest will be calculated by reference to the value of certain underlying shares. There is no assurance that the investors in Credit-Linked Covered Bonds and Equity-Linked Covered Bonds will receive any interest or principal in respect of such Covered Bonds. For their features, both Credit-Linked Covered Bonds and Equity-Linked Covered Bonds should be purchased by sophisticated investors that are able to adequately assess the risks connected with an investment in Credit-Linked Covered Bonds or Equity-Linked Covered Bonds.

(e) Variable Rate Covered Bonds with a multiplier or other leverage factor

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

(f) Fixed/Floating Rate Covered Bonds

Fixed/Floating Rate Covered Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Covered Bonds may be

less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Covered Bonds.

(g) Partly-paid Covered Bonds

The Issuer may issue Covered Bonds where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

(h) Covered Bonds issued at a substantial discount or premium

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

Risks related to Covered Bonds generally

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

(a) Certain decisions of Representative of the Covered Bondholders taken without the consent or sanction of any of the Covered Bondholders

Pursuant to the Rules of the Organisation of the Covered Bondholders, the Representative of the Covered Bondholders may, without the consent or sanction of any of the Covered Bondholders concur with the Issuer and/or the Covered Bond Guarantor and any other relevant parties in making or sanctioning any modifications to the Rules of the Organisation of the Covered Bondholders, the Conditions and/or the other Transaction Documents (i) provided that in the opinion of the Representative of the Covered Bondholders such modification is not materially prejudicial to the interests of any of the Covered Bondholders of any Series; or (ii) which in the opinion of the Representative of the Covered Bondholders are made to correct a manifest error or an error established as such to the satisfaction of the Representative of the Covered Bondholders or of a formal, minor or technical nature, or are made to comply with mandatory provisions of law.

In establishing whether an error is established as such, the Representative of the Covered Bondholders may have regard to any evidence on which the Representative of the Covered Bondholders considers reasonable to rely on, and may, but shall not be obliged to, have regard to all or any of the following:

(i) a certificate from a Relevant Dealer, stating the intention of the parties to the relevant Transaction Document, confirming nothing has been said to, or by, the investors or any other parties which is in any way inconsistent with such stated intention and stating the modification to the relevant Transaction Document that is required to reflect such intention;

(ii) confirmation from the Rating Agency that, after giving effect to such modification, the Covered Bonds shall continue to have the same credit ratings as those assigned to them immediately prior to the modification.

(b) Covered Bondholders are bound by Extraordinary Resolutions and Programme Resolutions

A meeting of Covered Bondholders may be called to consider matters which affect the rights and interests of Covered Bondholders. These include (but are not limited to): (i) instructing the Representative of the Covered Bondholders to take enforcement action against the Issuer and/or the Covered Bond Guarantor; (ii) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds; (iii) alteration of the currency in which payments under the Covered Bonds are to be made; (iv) alteration of the majority required to pass an Extraordinary Resolution; and (v) any amendments to the Covered Bond Guarantee or the Pledge Agreement (except in a manner determined by the Representative of the Covered Bondholders not to be materially prejudicial to the interests of the Covered Bondholders of any Series).

Certain decisions of Covered Bondholders shall be taken at a Programme level by means of Programme Resolution. A Programme Resolution will bind all Covered Bondholders, irrespective of whether they

attended the meeting or voted in favour of the Programme Resolution. No Resolution, other than a Programme Resolution, passed by the holders of one Series of Covered Bonds will be effective in respect of another Series unless it is sanctioned by an Ordinary Resolution or an Extraordinary Resolution, as the case may require, of the holders of that other Series. Any Resolution passed at a meeting of the Covered Bondholders of a Series shall bind all other holders of that Series, irrespective of whether they attended the meeting and whether they voted in favour of the relevant Resolution.

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

Controls over the transaction

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

Limits to the integration

Under the BoI OBG Regulations, any integration, whether through Eligible Assets or Integration Assets, shall be carried out in accordance with the modalities, and subject to the limits, set out in the BoI OBG Regulations (see paragraph headed "*Tests set out in the MEF Decree*" under the section headed "*Selected aspects of Italian law*").

More specifically, under the BoI OBG Regulations, integration is allowed exclusively for the purpose of (i) complying with the tests provided for under the MEF Decree; (ii) complying with any contractual overcollateralisation requirements agreed by the parties to the relevant agreements; or (iii) complying with the Integration Assets Limit.

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

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **EU Savings Directive**), each Member State is required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest or other similar income (within the meaning of the EU Savings Directive) paid by a paying agent (within the meaning of the EU Savings Directive) within its jurisdiction to, or collected by such a paying agent for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent. The transitional period is to terminate at the end of the first full 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 paying agent within its jurisdiction to, or collected by such a paying agent for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision 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 or certain limited types of entity established in one of those territories.

On 13 November 2008 the European Commission published a proposal for amendments to the EC Council Directive 2003/48/EC, which included a number of suggested changes which, if implemented, would broaden the scope of the requirements described above. The European Parliament approved an amended version of this proposal on 24 April 2009. Investors who are in any doubt as to their position should consult their professional advisers.

Implementation in Italy of the EU Savings Directive

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (**Decree 84**). Under Decree 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian Tax Authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

Base Prospectus to be read together with applicable Final Terms

The terms and conditions of the Covered Bonds (other than the Registered Covered Bonds) included in this Base Prospectus apply to the different types of Covered Bonds which may be issued under the Programme. The terms and conditions applicable to each Series of Covered Bonds (other than the Registered Covered Bonds) can be reviewed by reading the Conditions as set out in this Base Prospectus, which constitute the basis of all Covered Bonds (other than the Registered Covered Bonds) to be offered under the Programme, together with the applicable Final Terms which applies and/or disappplies, supplements and/or amends the Conditions of the Programme in the manner required to reflect the particular terms and conditions applicable to the relevant Series of Covered Bonds. The full terms and conditions applicable to each Series of Registered Covered Bonds can be reviewed by reading the relevant Registered Covered Bond Certificate, the relevant Registered Covered Bond Conditions and any schedule or ancillary agreement attached or relating thereto.

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

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

If, in connection with the exercise of its powers, trusts, authorities or discretions, the Representative of the Covered Bondholders is of the opinion that the interests of the Covered Bondholders of any one or more Series would be materially prejudiced thereby, the Representative of the Covered Bondholders shall not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of at least 75 per cent. of the Outstanding Principal Balance of the Covered Bonds of the relevant Series.

4. Risk factors relating to the Covered Bond Guarantor and the Covered Bond Guarantee

Covered Bond Guarantor only obliged to pay the Guaranteed Amounts on the Due for Payment Date

The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until service by the Representative of the Covered Bondholders:

- (i) on the Covered Bond Guarantor, following the occurrence of an Article 74 Event or an Issuer Event of Default, respectively, of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay; and
- (ii) following the occurrence of a Covered Bond Guarantor Event of Default, on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice.

An Article 74 Notice to Pay can only be served if an Article 74 Event occurs and results in service by the Representative of the Covered Bondholders of an Article 74 Notice to Pay on the Issuer and the Covered Bond Guarantor. A Notice to Pay can only be served if an Issuer Event of Default occurs and results in service by the Representative of the Covered Bondholders of a Notice to Pay on the Issuer and the Covered Bond Guarantor. A Covered Bond Guarantor Acceleration Notice can only be served if a Covered Bond Guarantor Event of Default occurs.

Following service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay on the Covered Bond Guarantor (provided that (i) an Article 74 Event or an Issuer Event of Default has occurred and (ii) no Covered Bond Guarantor Acceleration Notice has been served) under the terms of the Covered Bond Guarantee, the Covered Bond Guarantor will be obliged to pay the Guaranteed Amounts as on the Due for Payment Date. Such payments will be subject to and will be made in accordance with the Post-Issuer Default Priority of Payments. In these circumstances, other than the Guaranteed Amounts, the Covered Bond Guarantor will not be obliged to pay any amount, for example in respect of broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Covered Bonds.

Pursuant to the Covered Bond Guarantee, following the occurrence of an Article 74 Event or an Issuer Event of Default and service, respectively, of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay, but prior to the occurrence of any Covered Bond Guarantor Event of Default, the Covered Bond Guarantor shall substitute the Issuer in every and all obligations of the Issuer towards the Covered Bondholders, so that the rights of payment of the Covered Bondholders in such circumstance will only be the right to receive payments of the Scheduled Interest and the Scheduled Principal from the Covered Bond Guarantor on the Scheduled Due for Payment Date. In consideration of the substitution of the Covered Bond Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders *vis-à-vis* the Issuer and any amount recovered from the Issuer will be part of the Available Funds.

Furthermore, please note that the above restrictions are provided for by either the MEF Decree or contractual agreements between the parties of the Covered Bond Guarantee, and there is no case-law or other official interpretation on this issue. Therefore, we cannot exclude that a court might uphold a Covered Bondholder's right to act directly against the Issuer.

Extendable obligations under the Covered Bond Guarantee

With respect to the Series of Covered Bonds in respect of which the Extendable Maturity is specified in the relevant Final Terms, if the Covered Bond Guarantor is obliged under the Covered Bond Guarantee to pay a guaranteed amount and has insufficient funds available under the relevant Priority of Payments to pay such amount on the Maturity Date, then the obligation of the Covered Bond Guarantor to pay such guaranteed amounts shall automatically be deferred to the relevant Extended Maturity Date. However, to the extent the Covered Bond Guarantor has sufficient monies available to pay in part the guaranteed amount in respect of the relevant Series of Covered Bonds, the Covered Bond Guarantor shall make such partial payment in accordance with the relevant Priorities of Payments, as described in Condition 10 (*Redemption and Purchase*) on the relevant Maturity Date and any subsequent CB Payment Date falling prior to the relevant Extended Maturity Date. Payment of the unpaid amount shall be deferred automatically until the applicable Extended Maturity Date. Interest will continue to accrue and be payable on the unpaid guaranteed amount on the basis set out in the applicable Final Terms or, if not set out therein, in Condition 10 (*Redemption and Purchase*), *mutatis mutandis*. In these circumstances, except where the Covered Bond Guarantor has failed to apply money in accordance with the relevant Priorities of Payments in accordance with Condition 10 (*Redemption and Purchase*), failure by the Covered Bond Guarantor to pay the relevant guaranteed amount on the Maturity Date or any subsequent CB Payment Date falling prior to the Extended Maturity Date (or the relevant later date following any applicable grace period) shall not constitute a Covered Bond Guarantor Event of Default. However, failure by the Covered Bond Guarantor to pay any guaranteed amount or the balance thereof, as the case may be, on the relevant Extended Maturity Date and/or pay any other amount due under the Covered Bond Guarantee will (subject to any applicable grace period) constitute a Covered Bond Guarantor Event of Default.

No Gross-up for Taxes by the Covered Bond Guarantor

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

Limited resources available to the Covered Bond Guarantor

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

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

Covered Bondholders should note that the Nominal Value Test and the Amortisation Test have been structured to ensure that the Nominal Value of the Portfolio and the Amortisation Test Aggregate Portfolio Amount, as applicable, shall be greater than or equal to the Outstanding Principal Balance of the Covered Bonds. In addition, the MEF Decree provide for certain further tests aimed at ensuring that (a) the net present value of the Eligible Portfolio (net of certain costs) shall be greater than or equal to the net present value of the Covered Bonds; and (b) the amount of interest and other revenues generated by the Portfolio (net of certain costs) shall be greater than or equal to the interest and costs due by the Issuer under the Covered Bonds.

However there is no assurance that there will not be a shortfall in the amounts available to the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Value of the Portfolio

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

Reliance of the Covered Bond Guarantor on third parties

The Covered Bond Guarantor has entered into agreements with a number of third parties, which have agreed to perform services for the Covered Bond Guarantor. In particular, but without limitation, the Servicer and the Special Servicer have been appointed, in accordance with the terms of the Servicing Agreement as to their respective duties and obligations, to service the Receivables and the Securities included in the Portfolio and the Asset Monitor has been appointed to monitor compliance with the Tests. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Portfolio or any part thereof may be affected, or, pending such realisation (if the Portfolio or any part thereof cannot be sold), the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected. For instance, if the Servicer has failed to adequately administer the Portfolio, this may lead to higher incidences of non-payment or default by Debtors. The Covered Bond Guarantor is also reliant on the Hedging Counterparties to provide it with the funds matching its obligations under the Covered Bond Guarantee.

If an event of default occurs in relation to the Servicer and/or the Special Servicer pursuant to the terms of the Servicing Agreement, then the Covered Bond Guarantor, with the prior written consent of the Representative of the Covered Bondholders, will be entitled to terminate the appointment of the Servicer and/or the Special Servicer (as the case may be) and appoint a Successor Servicer and/or a Successor Special Servicer (as the case may be). There can be no assurance that a successor with sufficient experience in carrying out the activities of the Servicer and/or the Special Servicer would be found and would be willing and able to carry out the relevant activities on the terms of the Servicing Agreement. The ability of a Successor Servicer and/or a Successor Special Servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a Successor Servicer and/or a Successor Special Servicer may affect the realisable value of the Portfolio or any part thereof, and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

The Representative of the Covered Bondholders is not obliged in any circumstances to act as Servicer and/or Special Servicer or to monitor the performance by the Servicer and/or the Special Servicer of their respective obligations.

Reliance on Hedging Counterparties

To provide a hedge against interest rate risks and/or currency risk in respect of each Series of the Covered Bonds issued under the Programme, the Covered Bond Guarantor may enter into the Liability Swaps with the Liability Hedging Counterparty. Additionally, to provide a hedge against interest rate risk and/or currency risk on the Portfolio, the Covered Bond Guarantor entered into the Asset Swaps with the Asset Hedging Counterparty.

If the Covered Bond Guarantor fails to make timely payments of amounts due under any Swap Agreement, then it will (unless otherwise stated in the relevant Swap Agreement) have defaulted under that Swap Agreement. An Hedging Counterparty is (unless otherwise stated in the relevant Master Agreement) only obliged to make payments to the Covered Bond Guarantor as long as the Covered Bond Guarantor complies with its payment obligations under the relevant Swap Agreement. In circumstances where non-payment by the Covered Bond Guarantor under a Swap Agreement does not result in a default under that Swap Agreement, the Hedging Counterparty may be obliged to make payments to the Covered Bond Guarantor pursuant to the Master Agreements as if payment had been made by the Covered Bond Guarantor. Any amounts not paid by the Covered Bond Guarantor to an Hedging Counterparty may in such circumstances incur additional amounts of interest by the Covered Bond Guarantor, which would rank senior to amounts due on the Covered Bonds. If the Hedging Counterparty is not obliged to make payments or if it defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Covered Bond Guarantor on the payment date under the Master Agreements, the Covered Bond Guarantor will be exposed to changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest.

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

If the Covered Bond Guarantor is obliged to pay a termination payment under any Master Agreement, such termination payment may rank ahead of amounts due on the Covered Bonds and with amounts due under the Covered Bond Guarantee. Accordingly, the obligation to pay a termination payment may adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Limited description of the Portfolio

Covered Bondholders may not receive detailed statistics or information in relation to the Eligible Assets and Integration Assets included in the Portfolio, because it is expected that the constitution of the Portfolio will frequently change due to, for instance:

- (i) the Seller selling further Eligible Assets and Integration Assets;
- (ii) the Seller (for as long as it is the Servicer in the context of the Programme) being granted by the Covered Bond Guarantor with a wide power to renegotiate the terms and conditions of the Receivables and the Securities included in the Portfolio; and
- (iii) the Seller repurchasing certain Eligible Assets and Integration Assets in the limited circumstances provided for under the Master Transfer Agreement; and

However, each Receivable and Security being, from time to time, part of the Portfolio, will be required to meet the Criteria and/or the characteristics (as applicable) set out in the Master Transfer Agreement and to conform to the representations and warranties granted by the Seller under the Master Transfer Agreement (see paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*"). In addition, the Tests are intended to ensure, *inter alia*, that the ratio of the Covered Bond Guarantor's assets to the Covered Bonds is maintained at a certain minimum level and the Asset Cover Report to be provided by the Calculation Agent on each Calculation Date will set out, *inter alia*, certain information in relation to the Tests.

In accordance with the Portfolio Administration Agreement, an Additional Seller may sell to the Covered Bond Guarantor, and the latter shall purchase, Eligible Assets and Integration Assets, subject to, *inter alia*: (i) the execution of a master transfer agreement by such Additional Seller, substantially in the form of the Master Transfer Agreement, and (ii) the granting of a subordinated loan by such Additional Seller for the purpose of financing the purchase of Eligible Assets or Integration Assets from it, in accordance with the provision of a subordinated loan agreement to be executed substantially in the form of the Subordinated Loan Agreement.

Sale of Selected Assets and/or Integration Assets following the occurrence of an Article 74 Event or an Issuer Event of Default

Following the service of an Article 74 Notice to Pay (which has not been withdrawn) or of a Notice to Pay and prior to the occurrence of a Covered Bond Guarantor Event of Default, if necessary in order to effect timely payments under the Covered Bonds, as determined by the Calculation Agent, the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, shall sell Selected Assets and/or Integration Assets, in accordance with, and subject to, the terms of the Portfolio Administration Agreement.

There is no guarantee that a buyer will be found to acquire Selected Assets and/or Integration Assets at the times required and there can be no guarantee or assurance as to the price which may be able to be obtained for such Selected Assets and/or Integration Assets, which may affect payments under the Covered Bond Guarantee. However, the Selected Assets and/or Integration Assets may not be sold by the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, for an amount lower than the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds until 6 (six) months prior to the Maturity Date in respect of such Covered Bonds or (if the same is specified as applicable in the relevant Final Terms) the Extended Maturity Date in respect of such Covered Bonds. If, *inter alia*, Selected Assets and/or Integration Assets have not been sold (in whole or in part) in an amount equal to the Adjusted Required Redemption Amount by the date which is 6 (six) months prior to the Maturity Date or Extended Maturity Date of a Series of Covered Bonds which are not Long Dated Covered Bonds, the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, is obliged to sell the Selected Assets and/or the Integration Assets for the best price reasonably available notwithstanding that such price may be less than the Adjusted Required Redemption Amount (see paragraph headed "*Portfolio Administration Agreement*" under the section headed "*Description of the Transaction Documents*").

Realisation of assets following the occurrence of a Covered Bond Guarantor Event of Default

If a Covered Bond Guarantor Event of Default occurs and a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor, then the Representative of the Covered Bondholders shall, in the name and on behalf of the Covered Bond Guarantor, direct the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, to sell the Selected Assets and/or the Integration Assets as quickly as reasonably practicable taking into account the market conditions at that time (see paragraph headed "*Portfolio Administration Agreement*" under the section headed "*Description of the Transaction Documents*").

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

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

Following the occurrence of an Issuer Event of Default, the service of a Notice to Pay on the Issuer and on the Covered Bond Guarantor, the realisable value of the assets included in the Portfolio may be reduced (which may affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee) by, *inter alia*:

- (i) default by the Debtors on amounts due in respect of Eligible Assets and Integration Assets;
- (ii) set-off risks in relation to some types of Eligible Assets and Integration Assets included in the Portfolio;
- (iii) limited recourse to the Covered Bond Guarantor;
- (iv) possible regulatory changes by the Bank of Italy, CONSOB and other regulatory authorities;
- (v) adverse movement of the interest rate;
- (vi) unwinding cost related to the hedging structure; and
- (vii) regulations in Italy that could lead to some terms of the Eligible Assets and Integration Assets being unenforceable.

Each of these factors is considered in more detail below. However, it should be noted that the Amortisation Test is intended to ensure that there will be an adequate amount of Eligible Assets and Integration Assets in the Portfolio and monies standing to the credit of the Accounts to enable the Covered Bond Guarantor to repay the Covered Bonds following an Issuer Event of Default, service of a Notice to Pay on the Issuer and on the Covered Bond Guarantor and, accordingly, it is expected (although there is no assurance) that Selected Assets and/or Integration Assets could be realised for sufficient values to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Default by Debtors in paying amounts due on Receivables or Securities

Debtors may default on their obligations due under the Receivables or the Securities for a variety of reasons. The Eligible Assets and Integration Assets are affected by credit, liquidity and interest rate risks. Various factors influence delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Certain factors may lead to an increase in default by the Debtors, and could ultimately have an adverse impact on the ability of the Debtors to repay the Receivables or the Securities.

Changes to the lending criteria of the Seller

The Receivables originated by the Seller will have been originated in accordance with its lending criteria at the time of origination. It is expected that the Seller's lending criteria will generally consider term of loan, indemnity guarantee policies, status of applicants and credit history. In the event of the sale or transfer of any Receivable to the Covered Bond Guarantor, the Seller will warrant that such Receivables were originated in accordance with the Seller's lending criteria applicable at the time of origination. The Seller retains the right

to revise its lending criteria from time to time, subject to the terms of the Master Transfer Agreement. However, if such lending criteria change in a manner that affects the creditworthiness of the Receivables, that may lead to increased defaults by Debtors and may affect the realisable value of the Portfolio and the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee. However, Defaulted Assets in the Portfolio will be given a zero weighting for the purposes of the calculation of the Tests.

5. Risks relating to the Mortgage Loans

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

Mortgage Loans performance

The Receivables which shall be included in the Portfolio will be performing as at the relevant Selection Date. There can be no guarantee that the relevant Debtors will not default under the Mortgage Loans and that they will therefore continue to perform. The recovery of amounts due in relation to non-performing loans will be subject to the effectiveness of enforcement proceedings in respect of the Mortgage Loans, which in the Republic of Italy can take a considerable time, depending on the type of action required and where such action is taken and on several other factors, including the following: proceedings in certain courts involved in the enforcement of the Mortgage Loans and the relevant mortgages may take longer than the national average; obtaining title deeds from land registries which are in the process of computerising their records can take up to two or three years; further time is required if it is necessary to obtain an injunction decree (*decreto ingiuntivo*) and if the relevant Debtor raises a defence or counterclaim to the proceedings. According to statistics published by the Bank of Italy in 2009 with regard to data as at 2006, the recovery period for loans in respect of which recovery is by foreclosure proceedings on the related mortgaged real estate usually exceeds four and a half years, although such period may vary significantly depending upon, *inter alia*, the type and location of the related mortgaged real estate and the other factors described above.

Italian Law No. 302 of 3 August 1998, Italian Law No. 80 of 14 May 2005, Italian Law No. 263 of 28 December 2005 and the Italian Civil Procedure Code allow notaries public, lawyers or chartered accountant duly registered with the relevant register, as kept and updated from time to time by the president of the relevant court (*Presidente del Tribunale*), to conduct certain stages of the enforcement procedures in place of the courts.

In particular, if requested by a creditor, the notary public may issue a notarial certificate attesting the results of the searches with the *Catasto* and with the appropriate land registry (*Conservatoria dei Registri Immobiliari*). Such notarial certificate replaces several documents which are usually required to be attached by the mortgage lender to the motion for the sale of the mortgaged property and reduces the time normally required to obtain the documentation from the relevant public offices. Moreover, if appointed by the enforcement judge (*giudice dell'esecuzione*) (the **Judge**) in the order authorising the sale of the mortgaged property, the notary public, the lawyer or the chartered accountant (as the case may be) will carry out, either in the event of a sale without auction (*vendita senza incanto*) or a sale at auction (*vendita con incanto*), the activities related to the sale of the mortgaged property, including: (i) determining the value of the property, (ii) deciding on the offers made on the mortgaged property, (iii) initiating further auctions or transfer, (iv) executing certain formal documents relating to the registration and filing with the land registry of the transfer decree prepared by the same notary public and issued by the Judge and (v) preparing the proceeds' distribution plan and forwarding the same to the Judge.

The above is expected to reduce the length of the enforcement proceedings.

Commingling risk

The Covered Bond Guarantor is subject to the risk that, in the event of insolvency of the Servicer, the Collections held at the time the insolvency occurs might be treated by the Servicer's bankruptcy estate as an unsecured claim of the Issuer. The Servicing Agreement includes provisions in relation to the transfer of Collections intended to reduce the amount of the monies from time to time subject to the commingling risk. In particular, pursuant to the Servicing Agreement, the Servicer has undertaken to pay all Collections into accounts of the Covered Bond Guarantor by no later than the second Business Day following the relevant collection.

Set-off risks

The assignment of receivables under Law 130 is governed by Article 58, paragraph 2, 3 and 4, of the Banking Law. According to the prevailing interpretation of such provision, such assignment becomes enforceable against the relevant Debtors as of the later of: (i) the date of the publication of the notice of assignment in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*), and (ii) the date of registration of the notice of assignment in the Companies' Register of the place where the Covered Bond Guarantor has its registered office. Consequently, the rights of the Covered Bond Guarantor may be subject to the direct rights of the Debtors against the Seller, including rights of set-off on claims existing prior to notification in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) and registration in the Companies' Register of the place where the Covered Bond Guarantor has its registered office. In addition, the exercise of set-off rights by Debtors may adversely affect any sale proceeds of the Portfolio and, ultimately, the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

Usury Law

Pursuant to Italian Law No. 108 of 7 March 1996 as amended by law decree number 70 of 13 May 2011 (the **Usury Law**), lenders are prevented from applying interest rates higher than those deemed to be usurious (the **Usury Rates**). Usury Rates are set on a quarterly basis by a Decree issued by the Italian Treasury. With a view to limiting the impact of the application of the Usury Law to Italian loans executed prior to the entering into force of the Usury Law, Italian Law No. 24 of 28 February 2001 (**Law 24/2001**) provides (by means of interpreting the provisions of the Usury Law) that an interest rate is usurious if it is higher than the relevant limit in force at the time at which such interest rate is promised or agreed, regardless of the time at which interest is repaid by the borrower. A few commentators and debatable lower court decisions have held that, irrespective of the principle set out in Law 24/2001, if interest originally agreed at a rate falling below the then applicable usury limit (and thus, not usurious) were, at a later date, to exceed the usury limit from time to time in force, such interest should nonetheless be reduced to the then applicable usury limit. In particular, in a decision dated 19 June 2001 rendered in connection with a consumer loan granted prior to the entering into force of the Usury Law, the Court of Bologna held that if interest (in the case, default interest) originally agreed at a rate falling below the then applicable usury limit, at a later date, exceeded the usury limit, irrespective of the fact that, in light of the principle set out in Law 24/2001, such interest would not become usurious and thus the provisions of Article 1815 of the Italian Civil Code (pursuant to which no interest would be due) would not apply, on the basis of the principles of legal integration of contracts set out in Article 1339 of the Italian Civil Code, such interest should nonetheless be reduced to the then applicable usury limit and the payment of the portion of interest exceeding such limit would be void. In addition, in a criticized decision dated 6 March 2002 and rendered in the context of a bank overdraft, the Court of Appeal of Milan took the view that Law 24/2001 relates to interest on *mutui* only, with the consequence that, by applying the principles set out in the Supreme Court decision no. 14899 of 17 November 2000, interest on loans other than *mutui* exceeding the then applicable usury limit should be reduced to such limit because the payment of the portion in excess thereof would be void pursuant to the provisions of Article 1419 of the Italian Civil Code.

Compounding of interest

Pursuant to Article 1283 of the Italian Civil Code, in respect of a monetary claim or receivable, accrued interest may be capitalised after a period of not less than six months or 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 to the contrary. Banks and other financial institutions 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. However, a number of recent judgements from Italian courts (including judgements from the Italian Supreme Court (*Corte di Cassazione*) have held that such practices may not be defined as customary practices. Consequently if Debtors were to challenge this practice, it is possible that such interpretation of the Italian Civil Code would be upheld before other courts in the Republic of Italy and that the returns generated from the relevant loans may be prejudiced.

Prepayment and renegotiations

Debtors are generally entitled to prepay their loans at any time. In the case of *mutui fondiari* the right to prepay the loan is provided for by Article 40 of the Banking Law.

In addition, pursuant to Legislative Decree No. 141 enacted on 13 August 2010, Article 120-quater has been added to the Banking Law for the purposes of providing debtors with certain rights and benefits, including the right to prepay their loans at any time, funding such prepayment by a loan granted by another lender (bank or other financial intermediary) which will be subrogated pursuant to article 1202 of the Italian Civil Code, into the rights of the original lender (*surrogazione per volontà del debitore*). The subrogation is effective regardless of the fact that the credit is still not due or that a term of payment in favour of the original lender had been agreed between the debtor and the original lender itself. Further to the subrogation, the lender will automatically replace the original lender also in relation to all guarantees to the relevant loan and no costs and expenses may be charged on the debtor.

Article 120-quater of the Banking Law was subsequently amended by Article 8, paragraph 8 of Law Decree No. 70 of 13 May 2011, converted into Law No. 106 enacted on 12 July 2011, according to which the provisions of Article 120-quater apply to loan agreements entered into between the bank or other financial intermediary and individuals or small companies (*micro-imprese*).

Risk of avoidance of prepayments upon the insolvency of any debtor subject to insolvency

Pursuant to Article 65 of the Insolvency Law, payments of receivables made in the two years preceding the payer's declaration of insolvency are ineffective as against the payer's creditors (including a receiver in the payer's insolvency) if the receivables fall due on or after the payer's declaration of insolvency. The Italian Supreme Court (*Corte di Cassazione*), under decision no. 4842 of 5 April 2002, overruling the view taken by previous decisions, has held that prepayments of loans generally fall within the scope of application of Article 65 of the Insolvency Law, irrespective of the borrower being entitled to prepay the loan by statute or pursuant to an express provision of the relevant loan agreement. Whilst as a result of the provisions of Article 4 of Law 130, no claw-back under Article 67 of the Insolvency Law would apply to payments made by the assigned borrowers to companies organised under Law 130 (such as the Covered Bond Guarantor), the application of Article 65 of the Insolvency Law to such payments is not excluded by any provision of Law 130. Therefore it cannot be excluded that prepayments of the underlying Receivables made to the Covered Bond Guarantor by the relevant Debtors who may be subject to insolvency proceedings (i.e. corporate entities and private individuals carrying out certain business activities) may be subject to claw-back under Article 65 of the Insolvency Law, with the consequence that the Covered Bond Guarantor would be required to pay to the receiver of each such debtor, in priority to any payment due by it under the Programme, any amount prepaid by such debtor in the two years preceding the date such debtor was declared insolvent.

The PMI Moratorium, the Piano Famiglie and the Decreto Sviluppo

The convention between ABI and the Ministry of Economic and Finance of 3 August 2009 (the **PMI Moratorium**) provides, *inter alia*, for a suspension of payments of instalments in respect of the principal of mortgage loans granted to small and medium enterprises (**PMI**) for a period of 12 months. The suspension applies on the condition that the instalments (i) are timely paid or in case of late payments, the relevant instalment has not been outstanding for more than 180 days from the date of request of the suspension. As further requirements, (i) the PMI must bear positive economic perspectives and be able to guarantee a business continuity or, in any case, be under "temporary" financial difficulties; (ii) that, on 30 September 2008, their positions were classified by the bank as performing; and (iii) that, at the time of the request of the suspension, they had no positions which could be classified as suffering and defaulting and no enforcement procedures were commenced. The Ministry of Economics and Finance's communication dated 13 January 2010 clarified that such suspension can be requested up to 30 June 2010; such term has been extended to 31 July 2011 under ABI communication dated 23 February 2011.

ABI communication dated 14 January 2010 (*Integrazione all'Avviso Comune per la Sospensione dei Debiti delle PMI verso il settore creditizio*) and ABI communication of 12 February 2010 provide for certain further integrations and clarifications of the PMI Moratorium and, in particular, extended the applicability of the objective to mortgage loans assisted by public benefits, where expressly resolved upon by the lender.

The convention between ABI and the consumers' associations (the **Piano Famiglie**), stipulated on 18 December 2009 and extended on, respectively, 26 January 2011 and 25 July 2011, provides for a 12 month period suspension of payment of instalments relating to mortgage loans, where requested by the relevant Debtor during the period from 1 February 2010 to 31 January 2012 provided that the relevant requirements are satisfied before 31 December 2011. The suspension is allowed only where the following events have occurred: (i) termination of employment relationship; (ii) termination of employment relationships regulated

under article 409 n. 3 of the Italian Civil Procedure Code; (iii) death or the occurrence of conditions pertaining to non-self sufficiency; and/or (iv) suspension from work or reduced working hours for a period of at least 30 days. The relevant events satisfying the subjective requirements must have occurred in respect of the relevant Debtor during the period from 1 January 2009 to 31 December 2011. The suspension can be requested on one occasion only, provided that the mortgage loans are granted for amounts not exceeding 150,000 Euro, granted for the purchase, construction or renovation of a primary residence (*mutui prima casa*): (i) mortgage loans assigned under securitisation or covered bond transactions pursuant to Law 130, (ii) renegotiated mortgage loans and (iii) mortgage loans whereby the relevant lender was subrogated pursuant to the Bersani Decree. Finally, in order to obtain such suspension of payments, the Debtor shall have an income not exceeding 40,000 Euro per year. The document clarifies that in the context of a securitisation or covered bond transaction, the special purpose vehicle, or the Bank acting on its behalf, can adhere to the *Piano Famiglie*. The suspension can be limited to principal instalments only or can encompass both principal and interest instalments.

Law decree number 70 of 13 May 2011, as converted into Law no. 106 of 12 July 2011 (the **Decreto Sviluppo**) provide for the right to renegotiate, subject to certain conditions and up to 31 December 2012, the floating rate or the final maturity of the mortgage loans executed prior to (and excluding) 14 May 2011 for the purpose of purchase, building or maintenance of the debtors' principal residence.

This legislation may have an adverse effect on the Portfolio and, in particular, on any cash flow projections concerning the Portfolio as well as on the over-collateralisation required in order to maintain the then current rating of the Covered Bonds.

Fondo di solidarietà

Italian Law Decree number 7 of 31 January 2007, as converted into law by Italian Law number 40 of 2 April 2007 and amended by Italian Law number 244 of 24 December 2007 (the **2008 Budget Law**), provided for the right of eligible debtors under mortgage loans granted for the purpose of purchasing the primary residence (*abitazione principale*) and unable to pay the relevant instalments, to request the suspension of payments of the instalments due under the relevant mortgage loans on a maximum of two occasions and for a maximum aggregate period of 18 months. In this respect, the 2008 Budget Law provided for the establishment of a fund (so called *Fondo di solidarietà*, the **Fund**) created for the purpose of bearing certain costs deriving from the above mentioned suspensions of payments. Pursuant to Ministerial Decree number 132 issued by the Ministry of Economy and Finance on 21 June 2010 and published in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) on 18 August 2010 (**Decree 132**), the provisions relating to the requirements that the debtors must comply with in order to have the right to such a suspension and subsequent aid from the Fund and the formalities and operating procedures of the Fund, were enacted. Further pieces of regulation are currently being enacted.

In light of the above, any debtor who complies with the requirements set out in Decree 132, has the right to suspend the payment of the instalments of his or her Mortgage Loans for up to 18 months; as a consequence, there is the risk that the Covered Bond Guarantor will not receive the timely payment of the full amount of principal and interest expected to be received on the relevant Mortgage Loans.

Proposed Mortgage Credit Directive

In July 2005, the European Commission published a Green Paper on mortgage credit, in which it announced its intention that loans secured by a mortgage on land will be excluded from the proposed consumer credit directive but will be covered by any initiatives resulting from the Green Paper process in relation to mortgage credit. It is uncertain what effect the adoption and implementation of any initiatives resulting from the Green Paper process in relation to mortgage credit, would have on the Mortgage Loans, the Issuer and its businesses and operations. The European Commission published feedback in May 2006 on its July 2005 Green Paper and subsequently undertook preliminary consultation with stakeholders which resulted in the publication of the reports of two expert groups in January 2007. The White Paper on the Integration of EU Mortgage Credit Markets was published on 18 December 2007. In the paper, the Commission has stated that it is yet to be determined as to whether legislation is the most appropriate way forward. In 2008 the Commission undertook further assessments and cost-benefit analyses. On 14 March 2008, the European Commission published a notice requesting tenders to undertake a study on the costs and benefits of the different policy options for mortgage credit. Tenders were required to be made by 13 May 2008. The tender anticipates that the study should take 9 months to complete. No assurance can be given that the finalised

directive or initiatives will not adversely affect the ability of the Guarantor to make payments under the Guarantee.

6. Risks related to the MBS Notes

The Initial Portfolio consists of the Initial MBS Notes (for a detailed description of the Initial MBS Notes see the section headed "*Description of the Portfolio*") and Further Portfolios may comprise MBS Notes.

Each potential investor in Covered Bonds should refer to the section headed "Risk Factors" and any other relevant section contained in the prospectus of the relevant MBS Notes for a description of those factors which may affect the ability of the relevant MBS Notes Issuer under the relevant securitisation transaction to fulfil its obligations under the relevant MBS Notes, including but not limited to (a) the risks relating to the relevant MBS Portfolio; (b) the risks relating to the relevant MBS Notes Issuer; and (c) the risk relating to the MBS Notes.

In particular, the MBS Notes are obligations solely of the relevant MBS Notes Issuer. In order to make payments of amounts due and payable under the relevant MBS Notes, the MBS Notes Issuer does not have any significant assets other than the relevant MBS Portfolio and its rights under the transaction documents of the relevant MBS Transaction to which it is a party. The capacity of the MBS Notes Issuer to meet its obligations in respect of the relevant MBS Notes will be dependent, *inter alia*, on the receipt by the MBS Notes Issuer of amounts collected on its behalf by the servicer(s) appointed under the relevant MBS Transaction and any other amounts to be received by the MBS Notes Issuer pursuant to the provisions of the transaction documents of the relevant MBS Transaction. However, there can be no guarantee that funds available to the MBS Notes Issuer will be sufficient to repay the MBS Notes in full.

Other risks regard the fact that any MBS Notes may be affected by credit, liquidity and interest rate risks relating to the mortgage loans securing the MBS Notes. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors with respect to mortgage loan borrowers' individual, personal or financial circumstances may affect the ability of such borrowers to make the required payments under the relevant mortgage loans which subsequently may affect the ability of the MBS Notes Issuer to make the necessary payments under the MBS Notes. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of the mortgage loan borrowers, and could ultimately have an adverse impact on the ability of such borrowers to make the required payments under each mortgage loan which subsequently may affect the ability of the MBS Notes Issuer to make the necessary payments under the MBS Notes. In addition, the ability of a mortgage loan borrower to sell a property secured by a mortgage at a price sufficient to repay the amounts outstanding under the relevant mortgage loan will depend upon a number of factors, including the availability of buyers for that property secured by a mortgage, the value of that property and property values in general at the time.

Each of the risks associated with an MBS Note may affect the rights in respect of those MBS Notes transferred by the Seller (or any Additional Seller) to the Covered Bond Guarantor.

To mitigate such risk, pursuant to the Portfolio Administration Agreement, the Seller (or any Additional Seller) is obliged to, *inter alia*, transfer new Eligible Assets and/or Integration Assets to the Covered Bond Guarantor should the MBS Notes included in the Portfolio become Defaulted Assets, and, as set forth therein, Defaulted Assets will be excluded from the calculation of the Nominal Value Test. Moreover, pursuant to the Portfolio Administration Agreement, if the aggregate Outstanding Principal Balance of the Non-Eligible Underlying Assets exceeds 5% of the Outstanding Principal Balance of the MBS Assets issued under any relevant MBS Transaction, the Outstanding Principal Balance of such MBS Notes shall be reduced for an amount equal to the aggregate Outstanding Principal Balance of such Non-Eligible Underlying Assets in excess of the above mentioned percentage. However, in the event of a termination of the Covered Bond Guarantor's obligation to purchase Further Portfolios in the circumstances indicated under the Master Transfer Agreement (see paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transactions Documents*"), the Seller (or any Additional Seller, as the case may be) will not be authorised to transfer new Eligible Assets and/or Integration Assets to the Covered Bond Guarantor and, as a consequence, the Nominal Value of the Portfolio may become lower than the aggregate Outstanding Principal Balance of the Covered Bonds.

7. Other risks

Insolvency proceedings and subordination provisions

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor.

Recent cases in English and US Courts have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty. Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the subordination of certain payments to be made by the Covered Bond Guarantor to the Hedging Counterparties.

The English Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, the US Bankruptcy Court has held that such a subordination provision is unenforceable under US bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a US bankruptcy of the counterparty. The implications of this conflicting judgment are not yet known, particularly as the US Bankruptcy Court approved, in December 2010, the settlement of the case to which the judgment relates and subsequently the appeal was dismissed.

If a creditor of the Covered Bond Guarantor or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales, and it is owed a payment by the Covered Bond Guarantor, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the Transaction Documents. In particular, based on the decision of the US Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under US bankruptcy law.

While it is envisaged that, as of the First Issue Date, Intesa Sanpaolo shall be the Liability Hedging Counterparty and the Asset Hedging Counterparty, it cannot be excluded that different entities (having their registered office in the US) may enter into a Liability Swap and/or an Asset Swap during the life of the Programme.

If a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction and any relevant foreign judgment or order was recognised by the Italian courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Covered Bond Guarantor to satisfy its obligations under the Covered Bond Guarantee.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of certain payments to be made to the Hedging Counterparties, there is a risk that the final outcome of the dispute in such judgments may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

U.S. Foreign Account Tax Compliance Withholding

The Issuer and other non-U.S. financial institutions through which payments on the Covered Bonds are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made after 31st December, 2014 in respect of (i) any Covered Bonds issued after 18th March, 2012 (and (ii) any Covered Bonds which are treated as equity for U.S. federal tax purposes, whenever issued) pursuant to the U.S. Foreign Account Tax Compliance Act ("**FATCA**"). This withholding tax may be triggered if (i) the Issuer is a foreign financial institution ("**FFI**") (as defined by FATCA), which enters into and complies with an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information on its account holders (a term which includes the holders of its debt or equity interests that are not regularly traded on an established securities market) (making the Issuer a "participating FFI"), (ii) the Issuer has a positive "passthru percentage" (as defined by FATCA), and (iii)(A) an investor does not provide information sufficient for the participating FFI (or the Covered Bond Guarantor, if payment is required under the Covered Bond Guarantee) to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of the Issuer, or (B) any FFI through which payment on such Covered Bonds is made is not a participating FFI.

The application of FATCA to interest, principal or other amounts paid with respect to the Covered Bonds is not clear. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Covered Bonds as a result of a holder's failure to comply with these rules or as a result of the presence in the payment chain of a non-participating FFI, none of the Issuer, the Covered Bond Guarantor, any paying agent or any other person would, pursuant to the Conditions of the Covered Bonds, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may, if FATCA is implemented as currently proposed by the IRS, receive less interest or principal than expected. Covered Bondholders should consult their own tax advisors on how these rules may apply to payments they receive under the Covered Bonds.

The application of FATCA to Covered Bonds issued after 18th March, 2012 (or whenever issued, in the case of Covered Bonds treated as equity for U.S. federal tax purposes) may be addressed in the relevant Final Terms or a supplement to the Base Prospectus, as applicable.

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

GENERAL DESCRIPTION OF THE PROGRAMME

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

1. PRINCIPAL PARTIES

Issuer	Intesa Sanpaolo S.p.A., a bank organised as a joint stock company under the laws of the Republic of Italy, whose registered office is at Piazza San Carlo 156, Turin, Italy and secondary office at Via Monte di Pietà 8, Milan, Italy, incorporated with Fiscal Code number and registration number with the Turin Register of Enterprises 00799960158, VAT number 10810700152, and registered with the Bank of Italy pursuant to Article 13 of the Banking Law under number 5361 and which is the parent company of the Intesa Sanpaolo Group, agreed into the <i>Fondo Interbancario di Tutela dei Depositi</i> and into the <i>Fondo Nazionale di Garanzia</i> (the Issuer or Intesa Sanpaolo).
Covered Bond Guarantor	ISP CB IPOTECARIO S.r.l., a limited liability company (<i>società a responsabilità limitata</i>) incorporated in the Republic of Italy pursuant to article 7-bis of Law 130, with share capital equal to euro 120,000.00 (fully paid up) whose registered office is at Via Monte di Pietà 8, 20121 Milan, Italy, enrolled with the Companies' Register of Milan, under No. 05936180966, and in the general register of financial intermediaries held by the Bank of Italy, <i>Unità di Informazione Finanziaria</i> , pursuant to Article 106 of the Banking Law, under No. 40386, belonging to the Intesa Sanpaolo Group, subject to the direction and coordination (<i>direzione e coordinamento</i>), pursuant to Article 2497-bis of the Italian Civil Code, of Intesa Sanpaolo S.p.A. (the Covered Bond Guarantor). The share capital of the Covered Bond Guarantor is 60 per cent. owned by the Issuer and 40 per cent. owned by Stichting Viridis 2.
Seller	Intesa Sanpaolo, in its capacity as seller under the Master Transfer Agreement (the Seller).
Arrangers	Banca IMI S.p.A., a bank organised as a joint stock company under the laws of the Republic of Italy, whose registered office is at Largo Mattioli, 3, 20121 Milan, Italy, incorporated with Fiscal Code number, VAT number and registration number with Milan Register of Enterprises No. 04377700150, and registered with the Bank of Italy pursuant to Article 13 of the Banking Law under number 5570 ABI, part of the Intesa Sanpaolo Group, agreed into the <i>Fondo Interbancario di Tutela dei Depositi</i> , subject to the direction and coordination (<i>direzione e coordinamento</i>), pursuant to Article 2497-bis of the Italian Civil Code, of the sole shareholder Intesa Sanpaolo S.p.A. (Banca IMI), Barclays Bank PLC, a bank incorporated under the laws of England and Wales (registered number 1026167) acting through its office at 5th the North Colonnade, Canary Wharf London E144BB (acting through its investment banking division, Barclays Capital) (Barclays), and Intesa Sanpaolo (collectively, the Arrangers).
Dealers	As of the date hereof, Banca IMI and Barclays (the Dealers), and any entity so appointed by the Issuer in accordance with the terms of the Dealer Agreement.
Servicer	Intesa Sanpaolo, in its capacity as servicer under the Servicing Agreement (the Servicer).
Special Servicer	Intesa Sanpaolo, in its capacity as special servicer under the Servicing Agreement (the Special Servicer).

Administrative Services Provider	Intesa Sanpaolo in its capacity as administrative services provider under the Administrative Services Agreement (the Administrative Services Provider).
Additional Sellers	Any bank (each an Additional Seller), other than the Seller, which is a member of the Intesa Sanpaolo Group, may sell Eligible Assets or Integration Assets to the Covered Bond Guarantor, subject to satisfaction of certain conditions, including the issuance by the Rating Agency of a Rating Agency Confirmation, and that, for such purpose, shall, <i>inter alia</i> , enter into a master transfer agreement, substantially in the form of the Master Transfer Agreement, a subordinated loan agreement, substantially in the form of the Subordinated Loan Agreement, and shall accede to the Intercreditor Agreement (which will be amended in order to take into account the granting of additional subordinated loans) and the other Transaction Documents executed by the Seller.
Portfolio Manager	The entity to be appointed under the Portfolio Administration Agreement in order to carry out certain activities in connection with the sale of Eligible Assets, following the occurrence of an Issuer Event of Default or a Covered Bond Guarantor Event of Default (the Portfolio Manager).
Asset Monitor	KPMG S.p.A., a company incorporated under the laws of the Republic of Italy and member firm of the KPMG network of independent member firms affiliated with KPMG International, a Swiss cooperative, with registered office at Via Vittor Pisani 25, Milan, with Fiscal Code, VAT number and registration number with the Register of Enterprises of Milan No. 00709600159, enrolled under No. 13 with the special register of accounting firms held by the <i>Commissione Nazionale per le Società e la Borsa</i> (CONSOB) pursuant to article 161 of the Financial Law, as amended and supplemented, in its capacity as asset monitor under the Asset Monitor Agreement (the Asset Monitor).
Cash Manager	Intesa Sanpaolo, through its branch located at Via Verdi 8, Milan, in its capacity as cash manager under the Cash Management and Agency Agreement (the Cash Manager).
Account Bank	Intesa Sanpaolo, through its branches located at Via Verdi 8, Milan and Via Langhirano 1, Parma, with which the accounts on which all the amounts collected or recovered by the Servicer in respect of the Portfolio will be transferred in accordance with the terms of the Servicing Agreement and the Cash Management and Agency Agreement (the Collection Accounts) and additional accounts (the Other Accounts and together with the Collection Accounts, the Accounts) are opened and held in the name of the Covered Bond Guarantor in accordance with the terms of the Cash Management and Agency Agreement (the Account Bank). The Accounts will be maintained with the Account Bank for as long as it maintains the Minimum Required Account Bank Rating provided for under the Transaction Documents.
Calculation Agent	KPMG Fides Servizi di Amministrazione S.p.A. (KPMG Fides), a joint stock company, incorporated under the laws of the Republic of Italy, whose registered office is at Via Vittor Pisani 27, Milan, Italy, with Fiscal Code, VAT and registration with the Milan Register of Enterprises No. 00731410155, acting through its secondary office in Rome, Via Eleonora Duse 53, in its capacity as calculation agent under the Cash Management and Agency Agreement (the Calculation Agent), in order to perform certain calculations and conduct certain tests pursuant to the Transaction Documents.
Liability Hedging Counterparty	Intesa Sanpaolo, as liability hedging counterparty as of the First Issue Date, and any other party (each, a Liability Hedging Counterparty) that, from time to time, will enter into a Liability Swap with the Covered Bond Guarantor for the hedging of currency risk and/or interest rate risk on the Covered Bonds.

Asset Hedging Counterparty	Intesa Sanpaolo, as asset hedging counterparty as of the First Issue Date, and any other party (each, an Asset Hedging Counterparty) that, from time to time, will enter into an Asset Swap with the Covered Bond Guarantor for the hedging of currency and/or interest rate risk on the Portfolio.
Paying Agent	Deutsche Bank S.p.A. a bank incorporated under the laws of the Republic of Italy, whose registered office is at Piazza del Calendario No. 3, Milan, Italy, in its capacity as paying agent of the Covered Bonds under the Cash Management and Agency Agreement (the Paying Agent). Any reference to the Paying Agent included in this Base Prospectus, shall include, for the avoidance of doubt, any reference to additional paying agent and/or the German Paying Agent appointed by the Issuer in relation to a specific Series of Covered Bonds or Registered Covered Bonds.
Registrar	Any institution which may be appointed from time to time by the Issuer to act as registrar in respect of the Registered Covered Bonds issued under the Programme (the Registrar), provided that if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer.
German Paying Agent	Any institution appointed from time to time by the Issuer to act as paying agent in respect of the Registered Covered Bonds issued under the Programme (the German Paying Agent).
Luxembourg Listing Agent	Deutsche Bank Luxembourg S.A., whose registered office is at 2 Boulevard Konrad Adenauer, Luxembourg L-III5 a bank incorporated under the laws of Luxembourg, in its capacity as Luxembourg listing agent under the Cash Management and Agency Agreement (the Luxembourg Listing Agent).
Representative of the Covered Bondholders	KPMG Fides.
Rating Agency	Moody's Investors Service (Moody's or the Rating Agency).
Ownership or control relationships between the principal parties	As of the date of this Base Prospectus, no direct or indirect ownership or control relationships exist between the principal parties described above in this section, other than the relationships existing between Intesa Sanpaolo (as Issuer and in its other roles as indicated above), Banca IMI and the Covered Bond Guarantor, all of which pertain to the Intesa Sanpaolo Group.

2. THE COVERED BONDS AND THE PROGRAMME

Programme Description	€20,000,000,000.00 Covered Bond Programme.
Programme Amount	Up to €20,000,000,000.00 (and for this purpose, any Covered Bonds denominated in another currency shall be translated into Euro at the date of the agreement to issue such Covered Bonds, and the Euro exchange rate used shall be included in the Final Terms) in aggregate principal amount of Covered Bonds outstanding (the Programme Limit). The Programme Limit may be increased in accordance with the terms of the Dealer Agreement.
Distribution of the Covered Bonds	The Covered Bonds may be distributed on a syndicated or non-syndicated basis, in each case only in accordance with the relevant selling restrictions.
Selling Restrictions	The offer, sale and delivery of the Covered Bonds and the distribution of offering material in certain jurisdictions may be subject to certain selling restrictions. Persons who are in possession of this Base Prospectus are required by the Issuer, the Dealers and the Arrangers to inform themselves about, and to observe, any such restriction. The Covered Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the Securities Act). Subject to

certain exceptions, the Covered Bonds may not be offered, sold or delivered within the United States or to US persons. There are further restrictions on the distribution of this Base Prospectus and the offer or sale of Covered Bonds in the European Economic Area, including the United Kingdom, the Republic of Ireland, Germany, the Republic of Italy and Japan. For a description of certain restrictions on offers and sales of Covered Bonds and on distribution of this Base Prospectus, see the section headed "*Subscription and Sale*" below.

Currencies	Covered Bonds may be denominated in Euro, UK Sterling, Swiss Franc, Japanese Yen and US Dollar, as specified in the applicable Final Terms, or in any other currency, as may be agreed between the Issuer and the Relevant Dealer(s) (each a Specified Currency), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, in which case the Covered Bond Guarantor and/or the Issuer may enter into certain agreements in order to hedge <i>inter alia</i> its currency exchange exposure in relation to such Covered Bonds. Payments in respect of Covered Bonds may, subject to such compliance, be made in or linked to, any currency other than the currency in which such Covered Bonds are denominated.
Denominations	In accordance with the Conditions, the Covered Bonds (other than the Registered Covered Bonds) will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal or regulatory or central bank requirements (see Condition 3 (<i>Form, Denomination and Title</i>)). Registered Covered Bonds will be issued in such denominations indicated in the applicable Registered Covered Bonds Conditions.
Minimum Denomination	The minimum denomination of each Covered Bond (other than the Registered Covered Bonds) will be €100,000 (or, where the Covered Bonds are issued in a currency other than euro, the equivalent amount in such other currency), in each case as specified in the relevant Final Terms. The minimum denomination for the Registered Covered Bonds will be specified in the relevant Registered Covered Bonds Conditions.
Issue Price	Covered Bonds of each Series or Tranche may be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the relevant Final Terms (in each case, the Issue Price for such Series or Tranche).
Issue Date	The date of issue of a Series or Tranche of Covered Bonds pursuant to and in accordance with the Dealer Agreement (each, the Issue Date in relation to such Series).
First Issue Date	The date on which the Issuer issues the first Series of Covered Bonds (the First Issue Date).
CB Payment Date	Any date specified as such in, or determined in accordance with, the provisions of the Conditions and the relevant Final Terms, subject in each case, to the extent provided in the relevant Final Terms, to adjustment in accordance with the applicable Business Day Convention (each such date, a CB Payment Date).
CB Interest Period	Each period beginning on (and including) a CB Payment Date (or, in the case of the first CB Interest Period, the Interest Commencement Date) and ending on (but excluding) the next CB Payment Date (or, in the case of the last CB Interest Period, the Maturity Date) (CB Interest Period).
Interest Commencement Date	In relation to any Series or Tranche of Covered Bonds, the Issue Date of such Covered Bonds or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms (Interest Commencement Date).
Form of Covered Bonds	The Covered Bonds will be issued and will be held in dematerialised form or as German governed registered covered bonds (<i>Gedekte Namensschuldverschreibung</i>) (the Registered Covered Bonds), or in any other form as set out in the relevant Final Terms.

The Covered Bonds issued in dematerialised form (*emesse in forma dematerializzata*) will be held on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders. Each such Series or Tranche will be deposited with Monte Titoli on the relevant Issue Date. Monte Titoli shall act as depositary for Clearstream and Euroclear. The Covered Bonds issued in dematerialised form 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 83-bis *et seq.* of the Financial Law and the relevant implementing regulations and (ii) Regulation 22 February 2008. No physical document of title will be issued in respect of the Covered Bonds issued in dematerialised form.

Registered Covered Bonds will be issued to each holder in the form of a Registered Covered Bond (*Gedekte Namensschuldverschreibung*), each issued with a minimum denomination indicated in the relevant Registered Covered Bond terms and conditions (the **Registered Covered Bond Conditions**).

The relevant Registered Covered Bonds (*Gedekte Namensschuldverschreibung*), together with the related Registered Covered Bond Conditions attached thereto and any other document expressed to govern such Series of Registered Covered Bonds, will constitute the full terms and conditions of the relevant Series of Registered Covered Bonds.

In the case of Registered Covered Bonds, each reference in this Base Prospectus to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified, stated, shown, indicated or otherwise provided in the Registered Covered Bond (*Gedekte Namensschuldverschreibung*), the Registered Covered Bond Conditions attached thereto or other related agreements and, as applicable, each other reference to Final Terms in this Base Prospectus shall be construed and read as a reference to such Registered Covered Bond (*Gedekte Namensschuldverschreibung*), the Registered Covered Bond Conditions attached thereto or the relevant Registered Covered Bond agreement.

A transfer of Registered Covered Bonds is deemed to be not effective until the transferee has delivered to the Registrar a duly executed copy of the Registered Covered Bond certificate relating to such Registered Covered Bond along with a duly executed Registered Covered Bond assignment agreement. A transfer can only occur for the minimum denomination indicated in the applicable Registered Covered Bond Conditions or multiples thereof.

In connection with the Registered Covered Bonds, references in this Base Prospectus to the Conditions or a particularly numbered Condition shall be construed, where relevant (and unless specified otherwise), as references to the equivalent Condition in the relevant Registered Covered Bonds Conditions as supplemented by any applicable document.

Types of Covered Bonds

In accordance with the Conditions, the Covered Bonds may be Fixed Rate Covered Bonds, Floating Rate Covered Bonds, Index-Linked Interest Covered Bonds, Dual Currency Covered Bonds, Zero Coupon Covered Bonds or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms. The Covered Bonds may be Index-Linked Redemption Covered Bonds, Dual Currency Covered Bonds, and Covered Bonds repayable in one or more instalments or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the applicable Final Terms. Each Series shall be comprised of Fixed Rate Covered Bonds only or Floating Rate Covered Bonds only or Index-Linked Interest/Redemption Covered Bonds only or Zero Coupon Covered Bonds only or Dual Currency Covered Bonds only or such other Covered Bonds accruing interest on such other basis and at such other rate as may be so specified in the relevant Final Terms only.

Fixed Rate Covered Bonds: fixed interest on the Covered Bonds will be payable in accordance with the relevant Final Terms, on such date as may be agreed between the Issuer and the Relevant Dealers and on redemption, and will be calculated on the basis of such Day Count Fraction provided for in the Conditions and the relevant Final Terms.

Floating Rate Covered Bonds: Floating Rate Covered Bonds will bear interest at a rate determined in accordance with the Conditions and the relevant Final Terms. The margin (if any) relating to such floating rate will be agreed between the Issuer and the Relevant Dealers for each Series of Floating Rate Covered Bonds.

Index-Linked Interest Covered Bonds: payments of interest in respect of Index-Linked Interest Covered Bonds will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the Relevant Dealers may agree and as provided in the applicable Final Terms.

Other Linked Covered Bonds: Covered Bonds may be issued under the Programme which are either Credit Linked Covered Bonds or Equity Linked Covered Bonds. The specific terms of any linked instruments will be set out in the applicable Final Terms.

Credit-Linked Covered Bonds may be principal protected instruments (in which the relevant obligation to pay interest is linked to the credit of one or more reference entities) and/or full instruments (*i.e.* instruments whereby the Issuer may redeem either at a cash redemption amount (above or at par) or physically by delivering deliverable obligations upon the occurrence of certain events relating to the credit of one or more reference entities).

Equity Linked Covered Bonds may be either cash settled (in which payments of principal and/or interest will be calculated by reference to the value of underlying shares, as will be set out in the applicable Final Terms) and/or physically delivered equity instruments (in which the Issuer will deliver a specific number of the underlying shares, other than shares of the Issuer and its subsidiaries, in respect of such instruments).

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

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

Dual Currency Covered Bonds: payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Covered Bonds will be made in such currencies, and based on such rates of exchange, as the Issuer and the Relevant Dealer may agree.

Partly-Paid Covered Bonds: Covered Bonds may be issued on a partly-paid basis in which case interest will accrue on the paid-up amount of such Covered Bonds or on such other basis as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms.

Amortising Covered Bonds: Covered Bonds may be issued with a predefined, prescheduled amortisation schedule where, in addition to interest, the Issuer will pay, on each relevant CB Payment Date, a portion of principal up to the relevant Maturity Date (as set out in the applicable Final Terms) in instalments.

Zero Coupon Covered Bonds: Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest.

The issuance of certain types of Covered Bonds may require a prior amendment to the Transaction Documents.

Issuance in Series

Covered Bonds will be issued in Series, but on different terms from each other, subject to the terms set out in the relevant Final Terms in respect of such Series. Covered Bonds of different Series will not be fungible among themselves. Each Series (excluding any Series of Registered Covered Bonds, which may be issued only in Series) may be issued in more than one Tranche which are identical in all respects, but having, inter alia, different issue dates, interest commencement dates, issue prices, dates for first interest payments, maturity dates and may be issued in different currencies (provided that Tranches issued in different currencies will not be fungible among themselves). The Issuer will issue Covered Bonds without the prior consent of the holders of any outstanding Covered Bonds, but subject to certain conditions (see "*Conditions Precedent to the Issuance of a new series of Covered Bonds*" below).

Notwithstanding the foregoing, the term "Series" shall mean in the case of Registered Covered Bonds, each Registered Covered Bonds made out in the name of a specific Registered Covered Bondholder.

Final Terms

Specific final terms will be issued and published in accordance with the generally applicable terms and conditions of the Covered Bonds (the **Conditions**) prior to the issue of each Series detailing certain relevant terms thereof which, for the purposes of that Series only, supplements the Conditions and the Base Prospectus and must be read in conjunction with the Base Prospectus (such specific final terms, the **Final Terms**). The terms and conditions applicable to any particular Series are the Conditions as supplemented, amended and/or replaced by the relevant Final Terms.

In the case of Registered Covered Bonds, each other reference to Final Terms in the Prospectus shall be construed and read as a reference to such Registered Covered Bond (*Gedekte Namensschuldverschreibung*), the Registered Covered Bond Conditions and any other related agreements.

Interest on the Covered Bonds

Except for Zero Coupon Covered Bonds, and unless otherwise specified in the Conditions and the relevant Final Terms, the Covered Bonds will be interest-bearing and interest will be calculated on the Outstanding Principal Balance of the relevant Covered Bonds. Interest will be calculated on the basis of such Day Count Fraction in accordance with the Conditions and in the relevant Final Terms. Interest may accrue on the Covered Bonds at a fixed rate or a floating rate or on such other basis and at such rate as may be so specified in the relevant Final Terms or interest may be index-linked and the method of calculating interest may vary between the Issue Date and the Maturity Date of the relevant Series.

Interest Rate Conversion

The relevant Final Terms may specify, with respect to a Series of Covered Bonds which are Fixed Rate Covered Bonds, that, in the event such Covered Bonds are not redeemed in full on the Maturity Date, the interest rate payable on such Covered Bonds converts to a floating rate index plus a conversion margin in accordance with the terms specified in the relevant Final Terms.

Redemption of the Covered Bonds

The applicable Final Terms will indicate either (a) that the Covered Bonds cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or in other specified cases, e.g. taxation reasons, or Covered Bond Guarantor Events of Default, as specified in the paragraph *Early Redemption of the Covered Bonds* below), or (b) that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the Representative of the Covered Bondholders on behalf of the holders of the Covered Bonds (the **Covered Bondholders**), or at the option of the Covered Bondholders upon deposit of a notice by the Representative of the Covered Bondholders, on behalf of the Covered

Bondholders, with the Paying Agent, and in accordance with the provisions of Condition 10 (*Redemption and Purchase*) and of the relevant Final Terms, on a date or dates specified prior to such maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the Relevant Dealers (as set out in the applicable Final Terms).

Early Redemption of the Covered Bonds

In certain circumstances indicated under the Conditions (including an early redemption (i) for tax reasons or illegality, or (ii) following a delivery by the Representative of the Covered Bondholders of a Covered Bond Guarantor Acceleration Notice upon the Covered Bond Guarantor), the Covered Bonds may be early redeemed at their Early Redemption Amount.

Early Redemption Amount means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

Tax Gross Up and Redemption for taxation reasons

Payments in respect of the Covered Bonds to be made by the Issuer will be made without deduction for or on account of withholding taxes imposed by Italy, subject as provided in Condition 12 (*Taxation*).

In the event that any such withholding or deduction is to be made, the Issuer will be required to pay additional amounts to cover the amounts so deducted. In such circumstances and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Covered Bonds will be redeemable (in whole, but not in part) at the option of the Issuer. See Condition 10(c) (*Redemption for tax reasons*).

The Covered Bond Guarantor will not be liable to pay any additional amount due to taxation reasons following an Issuer Event of Default.

Maturity Date

The final maturity date for each Series (the **Maturity Date**) will be specified in the relevant Final Terms, and in any event the determination of the Maturity Date will be subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant regulatory body or by any laws or regulations applicable to the Issuer or the currency of the Covered Bonds. Unless previously redeemed as provided in Condition 10 (*Redemption and Purchase*), and subject to any provision regarding extendable maturity which may be included in the Final Terms, the Covered Bonds of each Series will be redeemed at their Outstanding Principal Balance on the relevant Maturity Date.

Extendable Maturity

The applicable Final Terms may also provide that the obligations of the Covered Bond Guarantor to pay all or (as applicable) part of the Final Redemption Amount payable on the Maturity Date may be deferred to a later date pursuant to Condition 10(b) (*Extension of maturity*) (the **Extended Maturity Date**). Such deferral may occur, if so stated in the relevant Final Terms, automatically if:

- (a) an Article 74 Event or an Issuer Event of Default has occurred; and
- (b) the Covered Bond Guarantor has, on the date falling four Business Days prior to the Maturity Date (the **Extension Determination Date**), insufficient Available Funds (in accordance with the Post-Issuer Default Priority of Payments) to pay in full any amount representing the Guaranteed Amounts corresponding to the amount due (subject to the applicable grace period) in respect of the relevant Series of Covered Bond as set out in the relevant Final Terms (the **Final Redemption Amount**) on the Maturity Date (a **Maturity Extension**).

In these circumstances, to the extent that the Covered Bond Guarantor has sufficient Available Funds to pay in part the Final Redemption Amount in respect of the relevant Series of Covered Bonds, the Covered Bond Guarantor shall make partial payment of the relevant Final Redemption Amount, in accordance with the Post-Issuer Default Priority of Payments, without any preference among the Covered Bonds outstanding, except in respect of maturities of each Series or Tranche.

Payment of all unpaid amounts shall be deferred automatically until the applicable Extended Maturity Date, provided that, any amount representing the Final Redemption Amount due and remaining unpaid on the Maturity Date may be paid by the Covered Bond Guarantor on any CB Payment Date thereafter, up to (and including) the relevant Extended Maturity Date. Interest will continue to accrue and be payable on any unpaid amount up to the Extended Maturity Date in accordance with Condition 10(b) (*Extension of maturity*).

Notwithstanding the above, if the Covered Bonds are extended as a consequence of the occurrence of an Article 74 Event, upon termination of the suspension period and withdrawal of the Article 74 Notice to Pay, the Issuer shall resume responsibility for meeting the payment obligations under any Series of Covered Bonds in respect of which a Maturity Extension has occurred, and any Final Redemption Amount shall be due for payment by no later than 15 calendar days following the day on which the Article 74 Notice to Pay has been withdrawn.

Long Dated Covered Bonds

If the Extended Maturity Date is set at the Long Date Due for Payment Date in the relevant Final Terms, the relevant Covered Bonds will be considered **Long Dated Covered Bonds**.

Long Date Due For Payment Date means the CB Payment Date immediately following the tenth anniversary of the latest maturity date in respect of the Eligible Assets or Integration Assets contained in the Portfolio as of the Extension Determination Date.

Hard Bullet Covered Bonds

If no Extended Maturity Date is specified in the relevant Final Terms, the Final Redemption Amount in respect of a Series of Covered Bonds (the **Hard Bullet Covered Bonds**) will be due for payment on the Maturity Date. Hard Bullet Covered Bonds may be offered and will be subject to a Pre-Maturity Liquidity Test. The purpose of the Pre-Maturity Liquidity Test is to provide liquidity for the Hard Bullet Covered Bonds if the Issuer's credit ratings have fallen below a certain level.

Ranking of the Covered Bonds

The Covered Bonds will constitute direct, unconditional, unsubordinated obligations of the Issuer – guaranteed by the Covered Bond Guarantor by means of the Covered Bond Guarantee – and will rank *pari passu* without any preference among themselves, except in respect of maturities of each Series or Tranche, and (save for any applicable statutory provisions) at least equally with all other present and future unsecured, unsubordinated obligations of the Issuer having the same maturity of each Series or Tranche of the Covered Bonds, from time to time outstanding.

Recourse

In accordance with the legal framework established by Law 130 and the MEF Decree and with the terms and conditions of the relevant Transaction Documents, the Covered Bondholders will benefit from full recourse on the Issuer and limited recourse on the Covered Bond Guarantor (see the section headed "*Credit Structure*"). The obligation of the Covered Bond Guarantor under the Covered Bond Guarantee shall be limited recourse to the Available Funds.

Substitution of the Issuer

The Representative of the Covered Bondholders may (and in the case of an Approved Reorganisation shall) agree with the Issuer (or any previous substitute) and the Covered Bond Guarantor at any time without the consent of the Covered Bondholders:

- (a) to the substitution in place of Intesa Sanpaolo (or of any previous substitute) as principal debtor under the Covered Bonds by any bank Subsidiary of Intesa Sanpaolo (the **Substitute Obligor**) by way of an obligation transfer agreement without recourse to the Issuer (*accollo liberatorio*); or
- (b) to an Approved Reorganisation; or
- (c) that Intesa Sanpaolo (or any previous substitute) may, other than by means of an Approved Reorganisation, consolidate with, merge into or amalgamate with any successor company,

provided that:

- (i) the obligations of the Substitute Obligor or the Resulting Entity under the Covered Bonds shall be irrevocably and unconditionally guaranteed by Intesa Sanpaolo or its successor company (on like terms as to subordination, if applicable, to those of the Covered Bond Guarantee);
- (ii) (other than in the case of an Approved Reorganisation) the Representative of the Covered Bondholders is satisfied that the interests of the Covered Bondholders will not be materially prejudiced thereby;
- (iii) the Substitute Obligor or the Resulting Entity agrees, in form and manner satisfactory to the Representative of the Covered Bondholders, to be bound by the terms and conditions of the Covered Bonds and all the Transaction Documents in respect of any Series of Covered Bonds still outstanding, by means of executing agreements and documents substantially in the same form and substance of the Transaction Documents; and
- (iv) the Representative of the Covered Bondholders is satisfied that (a) the Resulting Entity or Substituted Obligor has obtained all governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor in respect of the Covered Bonds in place of the Issuer (or such previous substitute as aforesaid), and (b) such approvals and consents are, at the time of substitution, Approved Reorganisation or consolidation, merger, amalgamation other than by means of an Approved Reorganisation, as the case may be, in full force and effect.

Upon the assumption of the obligations of the Issuer by a Substitute Obligor or a Resulting Entity or a successor company, Intesa Sanpaolo shall have no further liabilities under or in respect of the Covered Bonds.

Any substitution as described above shall be notified by the Issuer to the Rating Agency.

**Provisions of
Transaction
Documents**

The Covered Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all provisions of the Transaction Documents applicable to them. In particular, each Covered Bondholder, by reason of holding Covered Bonds, recognises the Representative of the Covered Bondholders as its representative and accepts to be bound by the terms of each of the Transaction Documents signed by the Representative of the Covered Bondholders as if such Covered Bondholder was a signatory thereto.

**Conditions
Precedent to the
Issuance of a new
Series of Covered
Bonds**

The Issuer will be entitled (but not obliged) at its option, on any date and without the consent of the holders of the Covered Bonds issued beforehand and of any other creditors of the Covered Bond Guarantor or of the Issuer, to issue further Series of Covered Bonds other than the first issued Series, subject to, *inter alia*:

- (i) issuance of a rating letter by the Rating Agency with respect to such further issue of Covered Bonds, unless the Covered Bonds issued under such further issue are unrated;
- (ii) satisfaction of the Mandatory Tests both before and immediately after such further issue of Covered Bonds;
- (iii) compliance with (a) the requirements of issuing/assigning banks (*Requisiti delle banche emittenti e/o cedenti*; see Section II, Para. 1 of the BoI OBG Regulations; the **Conditions to the Issue**) and (b) the limits to the assignment of further assets set forth by the BoI OBG Regulations (*Limiti alla cessione*; see Section II, Para. 2 of the BoI OBG Regulations; the **Limits to the Assignment**), if applicable;
- (iv) no Article 74 Event having occurred (and being continuing);

- (v) no Issuer Event of Default having occurred; and
- (vi) the Reserve Fund Required Amount, the Liability Swap Principal Accumulation Amount and the Interest Accumulation Amount (if and to the extent due) have been credited on the Investment Account, on the immediately preceding Guarantor Payment Date.

It is a condition precedent to the issue of Long Dated Covered Bonds that no Series of Covered Bonds which are not Long Dated Covered Bonds are outstanding.

It is a condition precedent to the issue of a Series of Covered Bonds which are not Long Dated Covered Bonds that no Series of Long Dated Covered Bonds are outstanding.

The payment obligations under the Covered Bonds issued under all Series shall be cross-collateralised by all the assets included in the Portfolio, through the Covered Bond Guarantee (see also the section headed "*Ranking of the Covered Bonds*").

This prospectus has been approved by the CSSF as a base prospectus issued in compliance with the Prospectus Directive.

Application has been made to the Luxembourg Stock Exchange for Covered Bonds (other than the Registered Covered Bonds) to be issued under the Programme to be admitted to the official list and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange's regulated market or as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly. As specified in the relevant Final Terms, a Series of Covered Bonds may be unlisted.

The applicable Final Terms will state whether or not the relevant Covered Bonds are to be listed and, if so, on which stock exchange(s). The Registered Covered Bonds may not be listed and/or admitted to trading on any regulated market. The approval of this Base Prospectus by the CSSF does not cover any Registered Covered Bonds which may be issued by the Issuer.

Monte Titoli / Euroclear / Clearstream or any other clearing system as may be specified in the relevant Final Terms. Registered Covered Bonds will not be settled through a clearing system.

The Covered Bonds (other than the Registered Covered Bonds), the Programme and the other Italian Law Transaction Documents are governed by Italian law; the English Law Transaction Documents are governed by English law.

The Registered Covered Bonds will be governed by the laws of the Federal Republic of Germany or by whatever law chosen by the Issuer (to be supplemented with the specific provisions required under German law in order for the Registered Covered Bonds to be a German law registered note (*Gedekte Namensschuldverschreibung*)) and shall be regulated by separate agreements *provided that*, in any case, provisions applicable to the Issuer and the Portfolio shall be confirmed to be governed by Italian law.

Each Series issued under the Programme may be assigned a rating by the Rating Agency. Whether or not a rating in relation to any Series of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation, will be disclosed in the relevant Final Terms.

The issue of any Series of Covered Bonds, in each case as specified in the applicable Final Terms, and the increase of the Programme Limit, may be subject to Rating Agency Confirmation.

By subscribing for or purchasing the Covered Bond(s), each Covered Bondholder

Approval, listing and admission to trading

Settlement

Governing law

Rating

Rating Agency Confirmation

will be deemed to have acknowledged and agreed that a credit rating of a Series of Covered Bonds is an assessment of credit risk and does not address other matters that may be of relevance to Covered Bondholders, including, without limitation, in the case of a Rating Agency Confirmation, whether such action is either (i) permitted by the terms of the relevant Transaction Document, or (ii) in the best interest of, or not prejudicial to, some or all of the Covered Bondholders.

In being entitled to have regard to the fact that the Rating Agency has confirmed that the then current rating of the relevant Series of Covered Bonds would not be adversely affected or withdrawn, each of the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders and the other Secured Creditors is deemed to have acknowledged and agreed that a Rating Agency Confirmation does not impose or extend any actual or contingent liability on the Rating Agency to the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders and the other Secured Creditors or any other person or create any legal relations between the Rating Agency and the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders and the other Secured Creditors or any other person whether by way of contract or otherwise.

By subscribing for or purchasing the Covered Bond(s), each Covered Bondholder will be deemed to have acknowledged and agreed that:

- (a) a Rating Agency Confirmation may or may not be given at the sole discretion of the Rating Agency;
- (b) depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that the Rating Agency cannot provide a Rating Agency Confirmation in the time available, or at all, and the Rating Agency will not be responsible for the consequences thereof;
- (c) a Rating Agency Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time, and in the context of cumulative changes to the transaction of which the Covered Bonds form a part; and
- (d) a Rating Agency Confirmation represents only a restatement of the opinions given, and will not be construed as advice for the benefit of any Covered Bondholder or any other party.

Purchase of the Covered Bonds by the Issuer

The Issuer may at any time purchase any Covered Bonds in the open market or otherwise and at any price. If purchase is made by tender, tenders must be available to all holders of the Series which the Issuer intends to buy.

3. COVERED BOND GUARANTEE

Security for the Covered Bonds

In accordance with Law 130, by virtue of the Covered Bond Guarantee, the Covered Bondholders will benefit from a guarantee issued by the Covered Bond Guarantor which will, in turn, hold the Portfolio consisting of some or all of the following assets:

- (a) residential mortgage loans (*mutui ipotecari residenziali*) that have an LTV that does not exceed 80 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (b) commercial mortgage loans (*mutui ipotecari commerciali*) that have an LTV that does not exceed 60 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (c) asset backed securities for which a risk weight not exceeding 20 per cent. is applicable in accordance with the Bank of Italy's prudential regulations for banks — standardised approach — provided that at least 95 per cent. of the relevant securitised assets are:

- (i) residential mortgage loans that have an LTV that does not exceed 80 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (ii) commercial mortgage loans that have an LTV that does not exceed 60 per cent. and for which the hardening period with respect to the perfection of the relevant mortgage has elapsed;
- (d) only for purposes of Integration Assignments, securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree,

provided that the cumulative amount of the assets described under items (b), (c)(ii) and (d) above may not amount to more than 10 per cent. of the aggregate nominal value of the Portfolio.

Under the terms of the Covered Bond Guarantee, the Covered Bond Guarantor will be obliged to pay any amounts due under the Covered Bonds on the relevant Due for Payment Date and in accordance with the relevant Priority of Payments.

In view of ensuring timely payment by the Covered Bond Guarantor, a Notice to Pay will be served on the same as a consequence of an Issuer Event of Default.

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

Temporary transfer of payment obligations to the Covered Bond Guarantor

If an Article 74 Event occurs, the Covered Bond Guarantor, in accordance with Article 4, Paragraph 4, of the MEF Decree, shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the suspension period and each Series of Covered Bonds will accelerate against the Issuer.

Following to an Article 74 Event, the Representative of the Covered Bondholders will serve an Article 74 Notice to Pay on the Issuer and the Covered Bond Guarantor that an Article 74 Event has occurred. Unless and until such Article 74 Notice to Pay has been withdrawn:

- (i) *Temporary Acceleration against the Issuer*: each Series or Tranche of Covered Bonds will accelerate against the Issuer and the Covered Bonds will rank *pari passu* amongst themselves against the Issuer, provided that: (a) such events shall not trigger an acceleration against the Covered Bond Guarantor, and (b) in accordance with Article 4, Paragraph 4, of MEF Decree, the Covered Bond Guarantor shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the suspension period;
- (ii) *Delegation*: the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders *vis-à-vis* the Issuer in accordance with the provisions of the Covered Bond Guarantee in the context of which the Covered Bondholders have irrevocably delegated – also in the interest and for the benefit of the Covered Bond Guarantor – to the Covered Bond Guarantor the exclusive right to proceed against the Issuer to enforce the performance of any of the payment obligations of the Issuer under the Covered Bonds including any rights of enforcing any acceleration of payment provisions provided under the Conditions or under the applicable legislation. For this purpose, upon request of the Covered Bond Guarantor, the Representative of the Covered Bondholders on behalf of the Covered

Bondholders shall provide the Covered Bond Guarantor with any powers of attorney and/or mandates as the latter may deem necessary or expedient for taking all necessary steps to ensure the timely and correct performance of its mandate.

In accordance with the Covered Bond Guarantee, the Representative of the Covered Bondholders on behalf of the Covered Bondholders has confirmed such delegation and waived any rights of the Covered Bondholders to revoke such delegation and take any such individual action against the Issuer;

(iii) *Payments by the Covered Bond Guarantor*: the Covered Bond Guarantor will pay any amounts due under the Covered Bonds on the Due for Payment Date in accordance with (i)(a) above and subject in any case to the provisions of the Conditions;

(iv) *Mandatory Tests*: the Mandatory Tests shall continue to be applied; and

(v) *Pre-Maturity Liquidity Test*: the Pre-Maturity Liquidity Test shall be deemed to be failed with respect to any Hard Bullet Covered Bonds for which the Maturity Date falls within 12 months.

Upon the termination of the suspension period, the Article 74 Notice to Pay shall be withdrawn and the Issuer shall be responsible for meeting the payment obligations under the Covered Bonds (and for the avoidance of doubt, the Covered Bonds then outstanding will no longer be deemed to be accelerated against the Issuer) in accordance with the relevant Priority of Payments.

Issuer Events of Default

Each of the following events with respect to the Issuer shall constitute an **Issuer Event of Default**:

(i) *Non-payment*: default is made by the Issuer for a period of 7 days or more in the payment of any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series or Tranche when due, unless an Article 74 Event has occurred and the relevant suspension period is continuing; or

(ii) *Breach of other obligations*: the Issuer is in breach of material obligations under or in respect of the Covered Bonds (of any Series or Tranche outstanding) or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Covered Bonds and/or any obligation to ensure compliance of the Portfolio with the Tests)) and such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer, certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying whether or not such failure is capable of remedy; or

(iii) *Cross-default*: any of the events described in paragraphs (i) and (ii) above occurs in respect of any other Series or Tranche of Covered Bonds; or

(iv) *Insolvency*: an Insolvency Event occurs in respect of the Issuer; or

(v) *Cessation of business*: the Issuer ceases to carry on its primary business; or

(vi) *Breach of Pre-Maturity Liquidity Test*: in relation to Hard Bullet Covered Bonds, breach of the Pre-Maturity Liquidity Test which is not remedied by the earlier of:

(a) 20 Business Days from the date on which the Issuer is notified of the breach of the Pre-Maturity Liquidity Test; and

(b) the Maturity Date of that Series or Tranche of Covered Bonds; or

(vii) *Breach of Mandatory Test*: breach of any of the Mandatory Tests which is not remedied by the Calculation Date immediately following the notification of such breach.

If an Issuer Event of Default occurs, the Representative of the Covered Bondholders will serve a Notice to Pay on the Issuer and Covered Bond Guarantor that an Issuer Event of Default has occurred and, upon service of such Notice to Pay:

(a) *No further Series or Tranche of Covered Bonds*: the Issuer may not issue any further Series or Tranche of Covered Bonds;

(b) *Acceleration against the Issuer*: each Series or Tranche of Covered Bonds will accelerate against the Issuer and the Covered Bonds will rank *pari passu* amongst themselves against the Issuer, provided that (i) such events shall not trigger an acceleration against the Covered Bond Guarantor, and (ii) in accordance with Article 4, Paragraph 3, of the MEF Decree and pursuant to the relevant provisions of the Transaction Documents, the Covered Bond Guarantor shall be solely responsible for the exercise of the rights of the Covered Bondholders vis-à-vis the Issuer and any Excess Proceeds will be part of the Available Funds;

(c) *Delegation*: the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders vis-à-vis the Issuer in accordance with the provisions of the Covered Bond Guarantee, in the context of which the Covered Bondholders have irrevocably delegated – also in the interest and for the benefit of the Covered Bond Guarantor – to the Covered Bond Guarantor the exclusive right to proceed against the Issuer to enforce the performance of any of the payment obligations of the Issuer under the Covered Bonds including any rights of enforcing any acceleration of payment provisions provided under the Conditions and/or under the applicable legislation. For this purpose, upon request of the Covered Bond Guarantor, the Representative of the Covered Bondholders on behalf of the Covered Bondholders shall provide the Covered Bond Guarantor with any powers of attorney and/or mandates as the latter may deem necessary or expedient for taking all necessary steps to ensure the timely and correct performance of its mandate.

In accordance with the Covered Bond Guarantee, the Representative of the Covered Bondholders on behalf of the Covered Bondholders has confirmed such delegation and waived any rights of the Covered Bondholders to revoke such delegation and take any such individual action against the Issuer;

(d) *Payments by the Covered Bond Guarantor*: the Covered Bond Guarantor will pay any amounts due under the Covered Bonds on the Due for Payment Date in accordance with (b)(i) above and subject in any case to the provisions of the Conditions;

(e) *Disposal of Assets*: the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, shall sell the Eligible Assets and Integration Assets (other than cash deposits) included in the Portfolio in accordance with the provisions of the Portfolio Administration Agreement;

(f) *Amortisation Test*: the Amortisation Test shall be applied.

**Covered Bond
Guarantor Events of
Default**

Following an Issuer Event of Default, each of the following events shall constitute a **Covered Bond Guarantor Event of Default**:

(i) *Non-payment*: non-payment of principal and/or interest in respect of the relevant Series or Tranche of Covered Bonds by the Covered Bond Guarantor in accordance with the Covered Bond Guarantee, subject to a 7 day cure period in respect of principal or redemption amounts and a 14 day cure period in respect of interest payment or non-payment or non setting aside for payment of costs or amounts due to any Hedging Counterparties by the Covered Bond Guarantor;

(ii) *Breach of Amortisation Test*: the Amortisation Test is breached;

(iii) *Breach of other obligations*: breach by the Covered Bond Guarantor of the other binding obligations under the Dealer Agreement, the Intercreditor Agreement, the Covered Bond Guarantee or any other Transaction Document to which the Covered Bond Guarantor is a party, which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice of such breach to the Covered Bond Guarantor;

(iv) *Insolvency*: an Insolvency Event occurs in respect of the Covered Bond Guarantor;

(v) *Invalidity of the Covered Bond Guarantee*: the Covered Bond Guarantee is not in full force and effect.

If a Covered Bond Guarantor Event of Default occurs and is continuing, the Representative of the Covered Bondholders shall serve a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor and, upon service of such Covered Bond Guarantor Acceleration Notice:

(i) *Acceleration of Covered Bonds*: each Series or Tranche of Covered Bonds will accelerate against the Covered Bond Guarantor, becoming immediately due and payable, and the Covered Bonds will rank *pari passu* amongst themselves;

(ii) *Disposal of assets*: the Representative of the Covered Bondholders shall, in the name and on behalf of the Covered Bond Guarantor, direct the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, to sell all assets included in the Portfolio in accordance with the provisions of the Portfolio Administration Agreement; and

(iii) *Enforcement*: the Representative of the Covered Bondholders may, at its discretion and without further notice, take such steps and/or institute such proceedings against the Issuer or the Covered Bond Guarantor (as the case may be) as it may think fit, but it shall not be bound to take any such proceedings or steps unless requested or authorised by an Extraordinary Resolution of the Covered Bondholders.

Cross Acceleration

If a Covered Bond Guarantor Event of Default is triggered with respect to a Series, all outstanding series of Covered Bonds will cross accelerate at the same time against the Covered Bond Guarantor, provided that the Covered Bonds will not otherwise contain a cross default provision and will thus not cross accelerate against the Covered Bond Guarantor in case of an Issuer Event of Default.

Pre-Maturity Liquidity Test

The Pre-Maturity Liquidity Test is intended to provide liquidity for Hard Bullet Covered Bonds when the Issuer's long-term credit ratings fall below the Pre-Maturity Liquidity Required Rating.

On any Business Day (each a **Pre-Maturity Liquidity Test Date**) falling during the Pre-Maturity Rating Period prior to the occurrence of an Issuer Event of Default, the Calculation Agent will determine if the Pre-Maturity Liquidity Test has been breached, and if so, it shall immediately notify the Issuer, the Seller, the Hedging Counterparties and the Representative of the Covered Bondholders.

For the purpose of this paragraph the **Pre-Maturity Liquidity Test** is complied with on any Pre-Maturity Liquidity Test Date if, during the Pre-Maturity Rating Period, the Issuer's short-term credit rating is greater than or equal to the Pre-Maturity Liquidity Required Rating.

Following a breach of the Pre-Maturity Liquidity Test in respect of a Series or Tranche of Covered Bonds:

(i) the Issuer shall:

(a) make a cash deposit in an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-

Maturity Liquidity Test relates on the Pre-Maturity Liquidity Account, opened in its name with a bank whose ratings are at least equal to the Minimum Required Account Bank Rating provided for under the Transaction Documents and pledged in favour of the Covered Bondholders; or

(b) obtain a first demand, autonomous guarantee (meeting the criteria set forth by the Rating Agency) for an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates, by an eligible entity whose ratings are at least equal to the Minimum Required Pre-Maturity Liquidity Guarantor Rating; or

(c) take action in the form of a combination of the foregoing which in aggregate add up to an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates;

and/or

(ii) the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, on behalf of the Covered Bond Guarantor, shall sell, subject to any pre-emption right of the Seller or any Additional Seller (as the case may be) pursuant to the relevant Master Transfer Agreement, Selected Assets and Integration Assets in accordance with the procedures set out in the Portfolio Administration Agreement, for an amount equal to the Adjusted Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates.

If the Pre-Maturity Liquidity Test in respect of any Series of Covered Bonds is breached and the Issuer or the Servicer (on behalf of the Covered Bond Guarantor) has not taken the required actions (as described above) following the breach by the earlier to occur of:

(a) 20 Business Days from the date on which the Issuer is notified of the breach of the Pre-Maturity Liquidity Test, and

(b) the Maturity Date of that Series of Covered Bonds,

an Issuer Event of Default shall occur and the Representative of the Covered Bondholders will serve a Notice to Pay to the Issuer and the Covered Bond Guarantor.

**Pre-Issuer Default
Interest Priority of
Payments**

On each Guarantor Payment Date, prior to the service of an Article 74 Notice to Pay or a Notice to Pay (or following the withdrawal of an Article 74 Notice to Pay), the Covered Bond Guarantor will use Interest Available Funds to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to pay *pari passu* and *pro rata* according to the respective amounts thereof any and all taxes due and payable by the Covered Bond Guarantor;

(ii) *second, pari passu* and *pro rata* according to the respective amounts thereof
(a) to pay any Covered Bond Guarantor's documented fees, costs, expenses, in order to preserve its corporate existence, to maintain it in good standing and to comply with applicable legislation and any other obligation relating to the Programme, to the extent that such costs and expenses are not to be paid under any other item ranking junior hereto and/or are not met by utilising any amounts standing to the credit of the Expenses Account and/or the Corporate Account and
(b) to credit the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;

(iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof any amount due and payable (including fees, costs and expenses) to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Calculation Agent, the Administrative Services Provider, the Asset Monitor, the Paying Agent, the Servicer and the Special Servicer;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payments, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps, and (c) to credit to the Investment Account an amount equal to the Interest Accumulation Amount, to be used for any interest payment due on the CB Payment Dates falling during the immediately following Guarantor Interest Period, in respect of any Series of Covered Bonds in relation to which no Liability Swaps have been entered into;

(v) *fifth*, if a Reserve Fund Rating Event occurs and is continuing, to credit to the Investment Account an amount equal to the Reserve Fund Required Amount;

(vi) *sixth*, to credit to the Investment Account an amount equal to the amounts paid under item (i) of the Pre-Issuer Default Principal Priority of Payments on any preceding Guarantor Payment Date and not yet repaid;

(vii) *seventh*, if a Servicer Termination Event has occurred, to credit all remaining Interest Available Funds to the Investment Account until such Servicer Termination Event is either remedied by the Servicer or waived by the Representative of the Covered Bondholders or a new servicer is appointed to service the Portfolio;

(viii) *eighth*, if the Pre-Maturity Liquidity Test or any of the Tests is not satisfied on the Calculation Date immediately preceding the relevant Guarantor Payment Date or an Issuer Event of Default or a Covered Bond Guarantor Event of Default has occurred on or prior to such Guarantor Payment Date or the Issuer has not paid interest and principal due on the CB Payment Dates falling in the immediately preceding Guarantor Interest Period or on the relevant Guarantor Payment Date, to credit all remaining Interest Available Funds to the Investment Account until the following Guarantor Payment Date;

(ix) *ninth*, to pay any amount arising out of any termination event under any Swap Agreements not provided for under item (iv) above;

(x) *tenth*, to pay any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);

(xi) *eleventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof any amount due and payable as Base Interest Amount under the Subordinated Loan;

(xii) *twelfth*, to pay any Additional Interest Amount under the Subordinated Loan;

(the **Pre-Issuer Default Interest Priority of Payments**).

**Pre-Issuer Default
Principal Priority of
Payments**

On each Guarantor Payment Date, prior to the service of an Article 74 Notice to Pay or a Notice to Pay (or following the withdrawal of an Article 74 Notice to Pay), the Covered Bond Guarantor will use Principal Available Funds to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to pay any amount due and payable under items (i) to (iv) of the Pre-

Issuer Default Interest Priority of Payments, to the extent that the Interest Available Funds are not sufficient, on such Guarantor Payment Date, to make such payments in full;

(ii) *second, pari passu and pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Asset Swaps and (b) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Liability Swaps or to credit to the Investment Account an amount equal to the Liability Swap Principal Accumulation Amount to be used for Hedging Senior Payment under the Liability Swaps after the relevant Guarantor Payment Date;

(iii) *third*, if the Pre-Maturity Liquidity Test (if applicable) is satisfied, to pay, *pari passu and pro rata* according to the respective amounts thereof, the purchase price of the Eligible Assets and/or Integration Assets offered for sale by the Seller or any Additional Sellers in the context of Revolving Assignment in accordance with the provisions of the Master Transfer Agreement;

(iv) *fourth*, to deposit on the Investment Account any residual Principal Available Funds in an amount sufficient to ensure that, taking into account the other resources available to the Covered Bond Guarantor, the Tests are met;

(v) *fifth*, if a Servicer Termination Event has occurred, all residual Principal Available Funds to be credited to the Investment Account until such event of default of the Servicer is either remedied by the Servicer or waived by the Representative of the Covered Bondholders or a new servicer is appointed to service the Portfolio;

(vi) *sixth*, if the Pre-Maturity Liquidity Test or any of the Tests is not satisfied on the Calculation Date immediately preceding the relevant Guarantor Payment Date or an Issuer Event of Default or a Covered Bond Guarantor Event of Default has occurred on or prior to such Guarantor Payment Date or the Issuer has not paid interest and principal due on the CB Payment Dates falling in the immediately preceding Guarantor Interest Period or on the relevant Guarantor Payment Date, to credit all remaining Principal Available Funds to the Investment Account;

(vii) *seventh*, to pay any amount arising out of any termination event under any Swap Agreements not provided for under item (ii) above;

(viii) *eighth*, to pay any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement) not already provided for under item (x) of the Pre-Issuer Default Interest Priority of Payments;

(ix) *ninth*, to pay the amount (if any) due to the Seller as principal redemption under the Subordinated Loan (including as a consequence of *richiesta di rimborso anticipato* as indicated therein) provided that the Tests and the Pre-Maturity Liquidity Test are still satisfied after such payment;

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

Post-Issuer Default Priority of Payments

On each Guarantor Payment Date, following either an Article 74 Notice to Pay (which has not been withdrawn) or an Issuer Event of Default, but prior to the occurrence of a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor will use the Available Funds, to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to pay, *pari passu and pro rata* according to the respective amounts thereof, any expenses and taxes, in order to preserve its corporate existence, to

maintain it in good standing and to comply with applicable legislation;

(ii) *second, pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any amount due and payable to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Administrative Services Provider, the Calculation Agent, the Asset Monitor, the Portfolio Manager, the Paying Agent, the Servicer and the Special Servicer, and (b) to credit the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;

(iii) *third, pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps, and (c) to pay any interest amount due and payable on each Series of Covered Bonds on each CB Payment Date falling on such Guarantor Payment Date or to credit to the Investment Account an amount equal to the Interest Accumulation Amount, to be used for any interest payment due on the CB Payment Dates falling during the immediately following Guarantor Interest Period (except if the relevant CB Payment Date falls on the first day of such immediately following Guarantor Interest Period), in respect of any Series of Covered Bonds in relation to which no Liability Swaps have been entered into;

(iv) *fourth, pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Asset Swaps, (b) to pay any Hedging Senior Payment, in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps or to credit to the Investment Account an amount equal to the Liability Swap Principal Accumulation Amount to be used for Hedging Senior Payments under the Liability Swaps during the next following Guarantor Interest Period, and (c) to pay any amount in respect of principal due and payable on each Series of Covered Bonds on each CB Payment Date falling on such Guarantor Payment Date or to credit to the Investment Account any amount in respect of principal to be paid on each CB Payment Dates falling during the next following Guarantor Interest Period;

(v) *fifth*, to deposit on the Investment Account any residual amount until all Covered Bonds are fully repaid or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated;

(vi) *sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount arising out of any termination event under any Swap Agreement not provided for under items (iii) and (iv) above;

(vii) *seventh*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);

(viii) *eighth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Base Interest Amount under the Subordinated Loan;

(ix) *ninth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each

Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as principal under the Subordinated Loan;

(x) *tenth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Additional Interest Amount under the Subordinated Loan;

(the Post-Issuer Default Priority of Payments).

**Post-Guarantor
Default Priority of
Payments**

On each Guarantor Payment Date, following a Covered Bond Guarantor Event of Default, the Representative of the Covered Bondholders (or a receiver appointed on its behalf) will use the Available Funds to make payments in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any expenses and taxes;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any amounts due and payable to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Calculation Agent, the Administrative Services Provider, the Asset Monitor, the Portfolio Manager, the Servicer and the Special Servicer, and (b) to credit an amount up to the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;

(iii) *third*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payments, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps and (c) to pay any amount, other than in respect of principal, due and payable on each Series of Covered Bonds;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any amount in respect of principal due and payable under each Series of Covered Bonds on such Guarantor Payment Date and (c) to pay any Hedging Senior Payments in respect of principal due and payable on such Guarantor Payment Date under the Liability Swaps;

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount arising out of any termination event under any Swap Agreements not provided for under items (iii) and (iv) above;

(vi) *sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);

(vii) *seventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Base Interest Amount under the Subordinated Loan;

(viii) *eighth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amounts due as principal under the Subordinated Loan;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Additional Interest Amount under the Subordinated

Loan;

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

4. CREATION AND ADMINISTRATION OF THE PORTFOLIO

Transfer of the Portfolio

The Seller and the Covered Bond Guarantor entered into the Master Transfer Agreement, pursuant to which the Seller (a) transferred to the Covered Bond Guarantor the Initial Portfolio comprising the Initial MBS Notes and (b) may assign and transfer Further Portfolios comprising Eligible Assets and/or Integration Assets to the Covered Bond Guarantor from time to time, in the cases and subject to the limits on the transfer of further Eligible Assets as provided for under the Master Transfer Agreement.

Each assignment of a Further Portfolio shall be aimed at:

- (a) issuing further Covered Bonds, to be funded through the amounts made available under the Subordinated Loan Agreement (an **Issuance Collateralisation Assignment**); or
- (b) purchasing additional Eligible Assets utilising the principal Collections received by the Covered Bond Guarantor under the Eligible Assets which are part of the Portfolio in accordance with the Pre-Issuer Default Principal Priority of Payments (a **Revolving Assignment of Eligible Assets**); or
- (c) purchasing additional Eligible Assets or Integration Assets, utilising the principal Collections received by the Covered Bond Guarantor under the Integration Assets which are part of the Portfolio in accordance with the Pre-Issuer Default Principal Priority of Payments (a **Revolving Assignment of Integration Assets** and, together with Revolving Assignments of Eligible Assets, **Revolving Assignments**); or
- (d) complying with the Mandatory Tests, and preventing the breach of the Mandatory Tests, in accordance with the Portfolio Administration Agreement (an **Integration Assignment**), subject to the Integration Assets Limits.

Pursuant to the Master Transfer Agreement, and subject to the conditions provided therein, the Seller shall also be allowed to repurchase Receivables and/or Securities which have been assigned to the Covered Bond Guarantor.

The Eligible Assets and the Integration Assets will be assigned and transferred to the Covered Bond Guarantor without recourse (*pro soluto*) and as a block (*in blocco*), in case of Receivables, in accordance with Law 130 and subject to the terms and conditions of the Master Transfer Agreement.

Representations and Warranties of the Seller

Under the Master Transfer Agreement, the Seller has made certain representations and warranties regarding itself, the Receivables, the Securities and the Mortgage Loan Agreements including, *inter alia*:

- (i) its status, capacity and authority to enter into the Transaction Documents and assume the obligations expressed to be assumed by it therein;
- (ii) the legality, validity, binding nature and enforceability of the obligations assumed by it;
- (iii) the existence of the Receivables and the Securities and the full, unconditional, legal title of the Seller to the Initial Portfolio;
- (iv) the validity and enforceability against the relevant Debtor of the obligations from which the Initial Portfolio arises, subject to the applicable provisions of laws

and of the relevant agreements.

General Criteria

Each of the Receivables included in any Portfolio shall comply, as of the relevant Selection Date, with the following criteria (the **General Criteria**):

- (a) in case of Receivables arising from residential mortgage loans (*mutui ipotecari residenziali*):
 - (i) receivables in respect of which the relevant principal amount outstanding, added to the principal amount outstanding of any preceding mortgage loans secured by the same property, does not exceed 80 per cent. of the value of the property, in accordance with the MEF Decree;
 - (ii) receivables in respect of which the hardening period (*periodo di consolidamento*) applicable to the relevant mortgage has elapsed and the relevant mortgage is not capable of being challenged pursuant to Article 67 of the Insolvency Law or, if applicable, Article 39, fourth paragraph of the Banking Law;
 - (iii) receivables arising from mortgage loans granted by Intesa Sanpaolo or a bank being part of the Intesa Sanpaolo Group at the time of the relevant assignment;
 - (iv) receivables arising from mortgage loans which are governed by Italian law;
 - (v) receivables which are not qualified as defaulted (*in sofferenza*), within the meaning ascribed to such term under the BoI Regulations;
 - (vi) receivables arising from mortgage loans which provide for the payment by the debtor of monthly, quarterly or semi-annual instalments;
 - (vii) receivables arising from mortgage loans which have been granted to consumer - producer households (*famiglie produttrici o consumatrici*) (also acting in the form of informal partnership (*società semplice and società di fatto*) or individual concerns (*impresa individuale*));
 - (viii) receivables arising from mortgage loans which are fully disbursed;
 - (ix) receivables arising from mortgage loans which do not provide for any subsidy or other benefit in relation to principal or interest (*mutui agevolati*);
 - (x) receivables arising from mortgage loans which have not been granted to employees of companies which are part of the Intesa Sanpaolo Group, or jointly (*in cointestazione*) with them;
- (b) in case of Receivables arising from commercial mortgage loans (*mutui ipotecari commerciali*):
 - (i) receivables in respect of which the relevant principal amount outstanding, added to the principal amount outstanding of any preceding mortgage loans secured by the same property, does not exceed 60 per cent. of the value of the property, in accordance with the MEF Decree;
 - (ii) receivables in respect of which the hardening period (*periodo di consolidamento*) applicable to the relevant mortgage has elapsed and the relevant mortgage is not capable of being challenged pursuant to Article 67 of the Insolvency Law and, if applicable, of

Article 39, fourth paragraph of the Banking Law;

- (iii) receivables arising from mortgage loans granted by Intesa Sanpaolo or a bank being part of the Intesa Sanpaolo Group at the time of the relevant assignment;
- (iv) receivables arising from mortgage loans which are governed by Italian law;
- (v) receivables which are not qualified as defaulted (*in sofferenza*), within the meaning ascribed to such term under the BoI Regulations;
- (vi) receivables arising from mortgage loans which provide for the payment by the debtor of monthly, quarterly or semi-annual instalments;
- (vii) receivables arising from mortgage loans which are fully disbursed;
- (viii) receivables arising from mortgage loans which do not provide for any subsidy or other benefit in relation to principal or interest (*mutui agevolati*);
- (ix) receivables arising from mortgage loans which have not been granted to employees of companies which are part of the Intesa Sanpaolo Group, or jointly (*in cointestazione*) with them.

All Receivables included in any relevant Portfolio shall also comply with the Specific Criteria set out under the relevant Transfer Agreement.

Each of the Securities included in any Portfolio shall comply, as of the relevant Selection Date, with all of the following characteristics:

- (a) in case of MBS Notes:
 - (i) the MBS Portfolio shall be constituted, for at least 95 per cent., of receivables or securities indicated under Article 2, Paragraph 1 (a) and (b) of the MEF Decree;
 - (ii) the risk weight applicable to the MBS Notes shall not exceed 20 per cent. in accordance with the Bank of Italy's prudential regulations for banks - standardised approach;
 - (iii) the MBS Portfolio shall be constituted by receivables arising from mortgage loans originated by the Seller or a bank being part of the Intesa Sanpaolo Group;
 - (iv) the MBS Notes shall be governed by Italian law;
 - (v) the Seller or a bank being part of the Intesa Sanpaolo Group retains or will retain the whole first loss tranche supporting such MBS Notes;
- (b) in case of securities issued by a bank, (i) such bank shall have its registered office in an Eligible State or in a State which attract a risk weight factor equal to 0 per cent. under the "standardised approach" to credit risk measurement and (ii) such securities shall have a residual maturity not longer than one year.

Eligible States shall mean any States belonging to the European Economic Space, Switzerland and any other State attracting a zero per cent. risk weight factor in accordance with the Bank of Italy's prudential regulations for banks - standardised approach.

standardised approach is the approach to credit risk measurements as defined

under Directive 2006/48/EC.

For the purposes of this paragraph, **Intesa Sanpaolo Group** means the banking group constituted by Intesa Sanpaolo S.p.A. and the banks or companies which were from time to time part of the "Gruppo Intesa" and the "Gruppo Sanpaolo IMI".

In addition, as of 2 August 2010 (which is the transfer date of the Initial MBS Notes), the Initial MBS Notes complied with the eligibility criteria provided by the Eurosystem in respect of assets to be accepted as collateral for a repurchase transaction with a national central bank of a Member State in the European Union.

Integration Assets

In accordance with Article 2, Paragraph 3, numbers 2 and 3 of the MEF Decree and the BoI OBG Regulations, **Integration Assets** shall include:

- (i) deposits with a bank having its registered office in an Eligible State or in a State which attract a risk weight factor equal to 0 per cent. under the "standardised approach" to credit risk measurement;
- (ii) securities issued by a bank having its registered office in an Eligible State or in a State which attract a risk weight factor equal to 0 per cent. under the "standardised approach" to credit risk measurement which have a residual maturity not longer than one year.

Integration through the inclusion of Integration Assets shall be allowed up to but not exceeding the Integration Assets Limit. Integration (whether through Integration Assets or through originally eligible Eligible Assets) shall be allowed for the purpose of complying with the Mandatory Tests.

Excluded Assets

On the basis of the information provided by the Servicer and in accordance with the provisions of the Cash Management and Agency Agreement, the Calculation Agent shall identify the Integration Assets in excess of the Integration Assets Limit to be excluded from the Eligible Portfolio (the **Excluded Assets**), and the corresponding portion of the hedging arrangements, if any, to be excluded from the calculation of the Tests with the objective of obtaining a combination of Integration Assets included in the Eligible Portfolio, net of exclusions, that would allow compliance with the Tests, if possible.

On the basis of the information provided by the Calculation Agent, the Servicer may sell the Excluded Assets and the Cash Manager shall invest the amounts deriving from such sale in Eligible Assets or Eligible Investments.

Tests

In accordance with the Portfolio Administration Agreement and the provisions of the MEF Decree, for so long as any Covered Bond remains outstanding and provided that no Issuer Event of Default has occurred, the Issuer shall procure that, on a continuing basis (provided that such obligation shall be deemed to be complied with if the following mandatory tests are satisfied on each Calculation Date and/or on each other date on which those mandatory tests are to be carried out pursuant to the provisions of the Portfolio Administration Agreement and the other Transaction Documents), the following mandatory tests are satisfied and verified on each Calculation Date or any other date on which the verification of the Mandatory Tests is required pursuant to the Transaction Documents

- (i) the Nominal Value of the Portfolio shall be greater than or equal to the aggregate Outstanding Principal Balance of all Series of Covered Bonds (the **Nominal Value Test**);
- (ii) the aggregate Net Present Value of (i) the Eligible Portfolio and (ii) each Asset Swap and Liability Swap, net of the transaction costs to be borne by the Covered Bond Guarantor (including the payments of any nature expected to be borne or due with respect to any Swap Agreement) shall be greater than or equal to the Net Present Value of all Series of the outstanding Covered Bonds (the **NPV Test**);

(iii) the Net Interest Collections from the Eligible Portfolio shall be greater than or equal to the Interest Payments and the Annual Net Interest Collections from the Eligible Portfolio shall be greater than or equal to the Annual Interest Payments (the **Interest Coverage Test**).

Moreover, in accordance with the Portfolio Administration Agreement, for so long as any Covered Bond remains outstanding and following the occurrence of an Issuer Event of Default, and service of a Notice to Pay by the Representative of the Covered Bondholders, the Issuer shall procure that, on a continuing basis (provided that such obligation shall be deemed to be complied with if the following test is satisfied on each Calculation Date and/or on each other date on which that test is to be carried out pursuant to the provisions of the Portfolio Administration Agreement and the other Transaction Documents), the following test is satisfied and verified on each Calculation Date:

(iv) the Amortisation Test Aggregate Portfolio Amount shall be greater than or equal to the Outstanding Principal Balance of the Covered Bonds (the **Amortisation Test** and, together with the Mandatory Tests, the **Tests**).

Compliance with the Tests will be verified by the Calculation Agent on each Calculation Date and on any other date on which the verification of the Tests is required pursuant to the Transaction Documents, and subsequently checked by the Asset Monitor in accordance with the provisions of the Asset Monitor Agreement.

In addition to the above, following the occurrence of a breach of the Mandatory Tests, based on the information provided by the Servicer with reference to the last day of each preceding calendar month (starting from the date on which such breach has been notified, and until 6 (six) months after the date on which such breach has been cured) the Calculation Agent shall verify compliance with the Mandatory Tests not later than the thirty-fifth calendar day following the end of each preceding calendar month.

For a detailed description of the Tests see the section headed "*Credit Structure – Tests*".

Breach of the Tests

In order to cure a breach of the Mandatory Tests:

(a) the Seller shall sell sufficient Eligible Assets or Integration Assets to the Covered Bond Guarantor in accordance with the Master Transfer Agreement as soon as possible upon receipt of the notice given to it pursuant to the Portfolio Administration Agreement, and in any case no later than the Calculation Date immediately following the notification of such breach, and shall grant the funds necessary for payment of the purchase price of such Eligible Assets or Integration Assets to the Covered Bond Guarantor in accordance with the Subordinated Loan Agreement including, if necessary, by increasing the Maximum Amount of the Subordinated Loan; or

(b) following a failure by the Seller to cure the Mandatory Tests in accordance with paragraph (a) above, or following the occurrence of one of the events indicated in Clause 20.1 (*Cause di Estinzione dell'Obbligo di Acquisto*), (a) (*Inadempimento di obblighi da parte del Cedente*), (b) (*Violazione delle dichiarazioni e garanzie da parte del Cedente*), (c) (*Mutamento sostanzialmente pregiudizievole*) and (d) (*Crisi*) of the Master Transfer Agreement, the Additional Sellers (if any) shall sell sufficient Eligible Assets or Integration Assets to the Covered Bond Guarantor in accordance with the Portfolio Administration Agreement as soon as possible, and in any case no later than the Calculation Date immediately following the notification of such breach, and shall grant the funds necessary for payment of the purchase price of such Eligible Assets or Integration Assets to the Covered Bond Guarantor in accordance with the subordinated loan agreement to be entered into with any such Additional Seller pursuant to the Portfolio Administration Agreement,

in an aggregate amount sufficient to ensure that the Mandatory Tests are met as soon as practicable, and, in the event of sale of Integration Assets prior to the occurrence of an Issuer Event of Default, subject to the Integration Assets Limit.

A breach of any of the Mandatory Tests which is not remedied by the Calculation Date immediately following the notification of such breach constitutes an Issuer Event of Default.

A breach of the Amortisation Test constitutes a Covered Bond Guarantor Event of Default.

Role of the Asset Monitor

The Asset Monitor will verify the calculations performed by the Calculation Agent in respect of the Tests, subject to receipt of the relevant information from the Calculation Agent. The Asset Monitor will also perform the other activities provided for under the Asset Monitor Agreement.

Sale of Selected Assets following the occurrence of an Article 74 Event or an Issuer Event of Default

Following the service of an Article 74 Notice to Pay (which has not been withdrawn) or of a Notice to Pay and prior to the occurrence of any Covered Bond Guarantor Event of Default, if necessary in order to effect timely payments under the Covered Bonds, as determined by the Calculation Agent, the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, shall sell Selected Assets in accordance with the Portfolio Administration Agreement, subject to any pre-emption right of the Seller or the Additional Sellers (if any) pursuant to the relevant Master Transfer Agreement. The proceeds of any such sale shall be credited to the Investment Account.

5. THE TRANSACTION DOCUMENTS

Master Transfer Agreement

On 29 July 2010, the Seller and the Covered Bond Guarantor entered into the Master Transfer Agreement (as subsequently amended), pursuant to which the Seller assigned and transferred, with effective date 2 August 2010, the Initial Portfolio to the Covered Bond Guarantor, without recourse (*pro soluto*), in accordance with Law 130. Pursuant to the Master Transfer Agreement, the Covered Bond Guarantor agreed to pay the Seller a purchase price of Euro 5,820,696,137.80. Furthermore, the Seller and the Covered Bond Guarantor agreed that the Seller may, from time to time, assign and transfer, without recourse (*pro soluto*), Further Portfolios to the Covered Bond Guarantor. Under the Master Transfer Agreement, the Seller granted to the Covered Bond Guarantor certain representations and warranties in relation to, *inter alia*, itself, the Initial Portfolio and any further Eligible Assets and/or Integration Assets which shall be included in the Portfolio (see the section headed "*The Portfolio*" and paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*").

Subordinated Loan Agreement

Under the terms of the Subordinated Loan Agreement, the Seller granted the Subordinated Loan to the Covered Bond Guarantor, for a maximum amount equal to euro 20,000,000,000.00 (the **Maximum Amount**), or such other amount which will be notified by the Seller, as subordinated loan provider, to the Covered Bond Guarantor in accordance with the terms of the Subordinated Loan Agreement, as amended from time to time. Under the provisions of the Subordinated Loan Agreement, the Seller shall make advances to the Covered Bond Guarantor in amounts equal to the relevant price of the relevant Portfolio transferred from time to time to the Covered Bond Guarantor (see paragraph headed "*Subordinated Loan Agreement*" under the section headed "*Description of the Transaction Documents*").

Covered Bond Guarantee

Under the terms of the Covered Bond Guarantee, the Covered Bond Guarantor issued a guarantee securing the payment obligations of the Issuer under the Covered Bonds, in accordance with the provisions of Law 130 and of the MEF Decree (see paragraph headed "*Covered Bond Guarantee*" under the section headed "*Description of the Transaction Documents*").

Servicing Agreement	<p>Under the terms of the Servicing Agreement, <i>inter alia</i>, (i) the Servicer has agreed to administer and service the Receivables (with the exception of Defaulted Receivables classified as <i>in sofferenza</i>) and the Securities and to carry out collection activities relating to the Receivables and the Securities, on behalf of the Covered Bond Guarantor; and (ii) the Special Servicer has agreed to administer and service Defaulted Receivables classified as <i>in sofferenza</i>.</p> <p>The Servicer has undertaken to prepare and submit monthly and quarterly reports to, <i>inter alios</i>, the Covered Bond Guarantor, the Administrative Services Provider and the Calculation Agent, in the form set out in the Servicing Agreement, containing information as to all the amounts collected from time to time by the Covered Bond Guarantor in respect of the Portfolio as principal, interest and/or expenses and any payment of damages, as a result of the activity of the Servicer and/or the Special Servicer pursuant to the Servicing Agreement during the preceding Collection Period. The reports will provide the primary source of information relating to the Servicer's and the Special Servicer's activity during the period, including, without limitation, a description of the Portfolio (outstanding amount, principal and interest), information relating to delinquencies, defaults and collections during the Collection Period as well as asset performance analysis (see paragraph headed "<i>Servicing Agreement</i>" under the section headed "<i>Description of the Transaction Documents</i>").</p>
Administrative Services Agreement	<p>Under the terms of the Administrative Services Agreement, the Administrative Services Provider has agreed to provide the Covered Bond Guarantor with a number of administrative services, including keeping of the corporate books and of the accounting and tax registers (see paragraph headed "<i>Administrative Services Agreement</i>" under the section headed "<i>Description of the Transaction Documents</i>").</p>
Intercreditor Agreement	<p>Under the terms of the Intercreditor Agreement, the parties thereto agreed that all the Available Funds of the Covered Bond Guarantor will be applied in or towards satisfaction of the Covered Bond Guarantor's payment obligations towards the Covered Bondholders as well as the Secured Creditors, in accordance with the relevant Priorities of Payments provided for under the Intercreditor Agreement.</p> <p>According to the Intercreditor Agreement, the Representative of the Covered Bondholders will, subject to a Covered Bond Guarantor Event of Default having occurred, ensure that all the Available Funds are applied in or towards satisfaction of the Covered Bond Guarantor's payment obligations towards the Covered Bondholders as well as the Secured Creditors, in accordance with the Post-Guarantor Default Priority of Payments provided in the Intercreditor Agreement.</p> <p>The obligations owed by the Covered Bond Guarantor to each of the Covered Bondholders and each of the Secured Creditors will be limited recourse obligations of the Covered Bond Guarantor. The Covered Bondholders and the Secured Creditors will have a claim against the Covered Bond Guarantor only to the extent of the Available Funds, in each case subject to and as provided for in the Intercreditor Agreement and the other Transaction Documents (see paragraph headed "<i>Intercreditor Agreement</i>" under the section headed "<i>Description of the Transaction Documents</i>").</p>
Cash Management and Agency Agreement	<p>Under the terms of the Cash Management and Agency Agreement, the Account Bank, the Paying Agent, the Luxembourg Listing Agent, the Servicer, the Administrative Services Provider and the Calculation Agent will provide the Covered Bond Guarantor with certain calculation, notification and reporting services together with account handling and cash management services in relation to monies from time to time standing to the credit of the Accounts (see paragraph headed "<i>Cash Management and Agency Agreement</i>" under the section headed "<i>Description of the Transaction Documents</i>").</p>
Asset Monitor	<p>Under the terms of the Asset Monitor Agreement, the Asset Monitor will conduct</p>

Agreement	independent tests in respect of the calculations performed by the Calculation Agent for the Tests, with a view to verifying the compliance by the Covered Bond Guarantor with such tests (see paragraph headed " <i>Asset Monitor Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Portfolio Administration Agreement	Under the terms of the Portfolio Administration Agreement, <i>inter alia</i> , the Issuer has undertaken certain obligations with respect to the replenishment of the Portfolio in order to cure a breach of the Mandatory Tests (see paragraph headed " <i>Portfolio Administration Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Quotaholders' Agreement	Under the terms of the Quotaholders' Agreement, the Quotaholders have undertaken certain obligations in relation to the management of the Covered Bond Guarantor. In addition, Stichting Viridis 2 has granted a call option in favour of Intesa Sanpaolo to purchase from Stichting Viridis 2, and Intesa Sanpaolo has granted a put option in favour of Stichting Viridis 2 to sell to Intesa Sanpaolo, the quota of the Issuer held by Stichting Viridis 2 (see paragraph headed " <i>Quotaholders' Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Pledge Agreement	Under the terms of the Pledge Agreement, the Covered Bond Guarantor will pledge in favour of the Covered Bondholders and the Secured Creditors all monetary claims and rights and all amounts payable from time to time (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Covered Bond Guarantor is entitled pursuant to, or in relation with, the Italian Law Transaction Documents (see paragraph headed " <i>Pledge Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Deed of Charge and Assignment	Under the terms of the Deed of Charge and Assignment, the Covered Bond Guarantor will assign by way of security to and charge in favour of the Representative of the Covered Bondholders (acting in its capacity as security trustee for itself and on trust for the Covered Bondholders and the Secured Creditors), all of its rights, title, interest and benefit from time to time in and to the English Law Transaction Documents (see paragraph headed " <i>Deed of Charge and Assignment</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Dealer Agreement	Under the terms of the Dealer Agreement, the Dealers have been appointed as such by the Issuer. The Dealer Agreement contains, <i>inter alia</i> , provisions for the resignation or termination of appointment of any of the existing Dealers and for the appointment of additional or other dealers either generally in respect of the Programme or in relation to a particular Series of Covered Bonds (see paragraph headed " <i>Dealer Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Subscription Agreement	Under the terms of the Subscription Agreement, the Relevant Dealers will agree to subscribe for the relevant Series of Covered Bonds and pay the Issue Price subject to the conditions set out therein (see paragraph headed " <i>Subscription Agreement</i> " under the section headed " <i>Description of the Transaction Documents</i> ").
Swap Agreements	<p>The Covered Bond Guarantor may enter into: (i) one or more Liability Swaps, in order to hedge certain interest rate and/or, if applicable, currency exposures in relation to its obligations under the Covered Bonds, and (ii) one or more Asset Swaps in order to hedge the interest rate risks and/or, if applicable, the currency risks related to the transfer of each Portfolio (the Liability Swaps and the Asset Swaps, together the Swap Agreements).</p> <p>Each of the Swap Agreements is documented by the 1992 ISDA Master Agreement (Multicurrency-Cross Border) and a Schedule thereto, as published by the International Swap and Derivatives Association, Inc. (ISDA), as supplemented by a 1995 Credit Support Annex (English Law) published by ISDA, and the relevant confirmation, all governed by English law.</p>
Master Definitions	Under the Master Definitions Agreement, the parties thereto have agreed upon the

Agreement

definitions of certain terms utilised in the Transaction Documents (see paragraph headed "*Master Definitions Agreement*" under the section headed "*Description of the Transaction Documents*").

**Provisions of
Transaction
Documents**

The Covered Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all provisions of the Transaction Documents applicable to them. In particular, each Covered Bondholder, by reason of holding a Covered Bond, recognises the Representative of the Covered Bondholders as its representative and accepts to be bound by the terms of each of the Transaction Documents signed by the Representative of the Covered Bondholders as if such Covered Bondholder was a signatory thereto.

DESCRIPTION OF THE ISSUER

History and organisation of the Group

Intesa Sanpaolo origins

Intesa Sanpaolo is the result of the merger by incorporation of Sanpaolo IMI S.p.A. with and into Banca Intesa S.p.A. (effective 1st January, 2007).

Banca Intesa S.p.A.

Banca Intesa S.p.A. was originally established in 1925 under the name of La Centrale and invested in the business of the production and distribution of electricity. After the nationalization of companies in this sector in the early 1960s the company changed its name to La Centrale Finanziaria Generale, acquiring equity investments in various companies in the banking, insurance and publishing sector. The company merged by incorporation with Nuovo Banco Ambrosiano in 1985 and assumed its name and constitutional objects. Following the acquisition of Cassa di Risparmio delle Provincie Lombarde S.p.A. ("**Cariplo**") in January 1998, the Intesa Sanpaolo Group's name was changed to Gruppo Banca Intesa. Then, in 2001, Banca Commerciale Italiana S.p.A. was merged into the Gruppo Banca Intesa and the group's name was changed to "Banca Intesa Banca Commerciale Italiana S.p.A." On 1st January, 2003, the corporate name was changed to "Banca Intesa S.p.A."

Sanpaolo IMI S.p.A.

Sanpaolo IMI S.p.A. ("**Sanpaolo IMI**") was formed in 1998 through the merger of Istituto Mobiliare Italiano S.p.A. ("**IMI**") with and into Istituto Bancario San Paolo di Torino S.p.A. ("**Sanpaolo**").

Sanpaolo originated from the "Compagnia di San Paolo" brotherhood, which was set up in 1563 to help the needy. The "Compagnia di San Paolo" began undertaking credit activities and progressively developed into a banking institution during the nineteenth century, becoming a public law credit institution (*Istituto di Credito di Diritto Pubblico*) in 1932. Between 1960 and 1990, Sanpaolo expanded its network nationwide through a number of acquisitions of local banks and medium-sized regional banks, ultimately reaching the level of a multifunctional group of national importance in 1991 after its acquisition of Crediop. On 31st December, 1991, Sanpaolo became a stock corporation (*società per azioni*) with the name Istituto Bancario San Paolo di Torino Società per Azioni.

IMI was established as a public law entity in 1931 and during the 1980s it developed its specialist credit and investment banking services and, with Banca Fideuram, its professional asset management and financial consultancy services. IMI became a stock corporation (*società per azioni*) in 1991.

The Merger between Banca Intesa and Sanpaolo IMI and the creation of Intesa Sanpaolo S.p.A.

The boards of directors of Banca Intesa and Sanpaolo IMI unanimously approved the merger of Sanpaolo IMI into Banca Intesa on 12th October, 2006 and the merger became effective on 1st January, 2007. The surviving entity changed its name to Intesa Sanpaolo S.p.A., the parent company of the Group.

Legal Status

Intesa Sanpaolo is a company limited by shares, incorporated in 1925 under the laws of Italy and registered with the Companies' Registry of Turin under registration number 00799960158. It is also registered on the National Register of Banks under no. 5361 and is the parent company of "Gruppo Intesa Sanpaolo".

Registered Office

Intesa Sanpaolo's registered office is at Piazza San Carlo 156, 10121 Turin and its telephone number is +39 0115551. Intesa Sanpaolo's secondary office is at Via Monte di Pietà 8, 20121 Milan.

Objects

The objects of Intesa Sanpaolo are deposit-taking and the carrying-on of all forms of lending activities, including through its subsidiaries. Intesa Sanpaolo may also, in compliance with laws and regulations applicable from time to time and subject to obtaining the required authorisations, provide all banking and financial services, including the establishment and management of open-ended and closed-ended

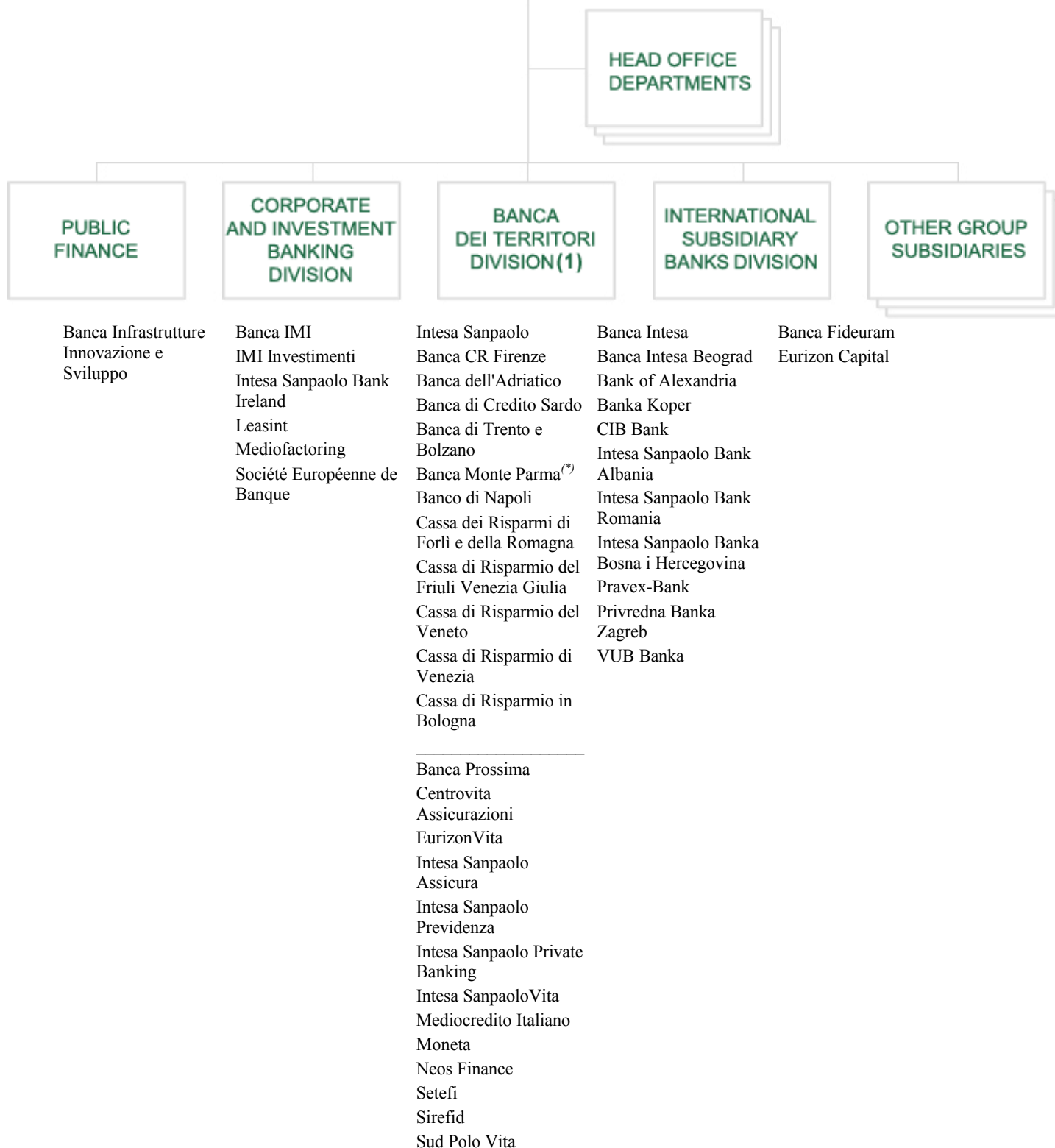
supplementary pension schemes, as well as the performance of any other transactions that are incidental to, or connected with, the achievement of its objects.

Share Capital

At 30th June, 2011, Intesa Sanpaolo's issued and paid-up share capital amounted to €8,545,561,614.72, divided into 16,433,772,336 shares with a nominal value of €0.52 each, in turn comprising 15,501,281,775 ordinary shares and 932,490,561 non-convertible savings shares. Since 30th September, 2011, there has been no change to Intesa Sanpaolo's share capital.

Organisational Structure

INTESA  SANPAOLO



(*) Intesa Sanpaolo acquired control of Banca Monte Parma in July 2011

(1) Domestic commercial banking

Intesa Sanpaolo is an Italian and European banking and financial services leader, offering a wide range of banking, financial and related services throughout Italy and internationally, with a focus on Central-Eastern Europe, the Middle East and North Africa. Intesa Sanpaolo activities include deposit-taking, lending, asset management, securities trading, investment banking, trade finance, corporate finance, leasing, factoring and the distribution of life insurance and other insurance products.

The activity of the Intesa Sanpaolo Group is organised by six business units:

- **The Banca dei Territori Division** - which includes Italian subsidiary banks - operates with 5,376 branches serving 11 million customers and is based on a business model oriented to maintain and enhance regional brands, strengthen local commercial coverage and relations with individuals, small businesses and SMEs. Banca Prossima was established to serve non-profit entities and operates through the Group's branches, with local offices and dedicated professionals.

The activities of this Division include private banking, industrial credit (operated by Mediocredito Italiano) and bancassurance (operated by EurizonVita, Sud Polo Vita, Centrovita Assicurazioni and Intesa Sanpaolo Vita in the life insurance sector and Intesa Sanpaolo Assicura in the casualty sector, with products mainly addressed to the safeguard of person and assets).

- **The Corporate & Investment Banking Division** has the mission of supporting the steady and sustainable growth of businesses and financial institutions with a medium/long term view, on a national and international basis, acting as a "global partner" with an in-depth understanding of company strategies and a complete service range. The Division includes M&A activities, structured finance and capital markets (performed through Banca IMI S.p.A.) and also merchant banking. It is present in 29 countries supporting the cross-border activity of its customers through a specialised network which comprises foreign branches, representative offices and subsidiaries performing corporate banking activity.
- **The International Subsidiary Banks Division**, which is responsible for activities outside Italy, operates through subsidiary and partly-owned commercial banks and provides guidelines, coordination and support to subsidiaries abroad active in retail and commercial banking. It operates with 1,724 branches serving approximately 8.3 million customers in the following 13 countries in Central-Eastern Europe and the Mediterranean region: Albania (Intesa Sanpaolo Bank Albania), Bosnia-Herzegovina (Intesa Sanpaolo Banka Bosna i Hercegovina), Croatia (Privredna Banka Zagreb), Egypt (Bank of Alexandria), the Russian Federation (Banca Intesa), Greece (with the Athens branch of Intesa Sanpaolo Bank Albania), the Czech Republic (with the Prague branch of VUB Banka), Romania (with Intesa Sanpaolo Bank Romania and Banca CR Firenze Romania), Serbia (Banca Intesa Beograd), Slovakia (VUB Banka), Slovenia (Banka Koper), Hungary (CIB Bank) and Ukraine (Pravex-Bank).
- **Public Finance** is responsible for customers in government, public entities, local authorities, public utilities, general contractors, public and private healthcare structures, developing activities related to lending and day-to-day banking operations, project financing, securitisations, financial advisory, with the aim of favouring cooperation between public and private entities and supporting initiatives and investment projects in large infrastructures, healthcare, research and public utilities in general. Public finance activities are performed through Banca Infrastrutture Innovazione e Sviluppo.
- **Eurizon Capital** is the Intesa Sanpaolo asset management company.
- **Banca Fideuram** is the Intesa Sanpaolo company specialised in asset gathering, performed by the networks of financial advisors and 98 branches serving customers with medium to high savings potential.

Intesa Sanpaolo in 2011

In 2011 there was the finalisation of the agreement for which in June 2010 Intesa Sanpaolo and Crédit Agricole established terms and conditions relating to Intesa Sanpaolo's sale to the Crédit Agricole Group of the entire stake held through the subsidiary Banca CR Firenze in Cassa di Risparmio della Spezia (80 per cent. of the capital), and 96 branches of the Group in Italy.

The sale of the Cassa di Risparmio della Spezia was finalised at the beginning of January 2011. An initial tranche of the branches was transferred in the last few days of March 2011: 11 branches of Banca CR Firenze were contributed to Cassa di Risparmio di Parma e Piacenza. An additional 85 branches (belonging to Intesa Sanpaolo and Cassa di Risparmio del Veneto) were sold in May. The whole transaction produced a positive effect on the consolidated income statement of €145 million euro (net of minority interest and tax) and a positive effect of about 20 basis points on the Core Tier 1 ratio.

In February 2011, Intesa Sanpaolo acquired the majority of shares in Banco Emiliano Romagnolo, a mono-branch bank based in Bologna, under extraordinary administration. The transaction, which was carried out with the approval of the Bank of Italy, entailed the reduction of the bank's share capital by an amount equal to the losses incurred, and a concurrent 26 million euro share capital increase, (including share premium of 14 million euro) 52 per cent. of which was reserved for Intesa Sanpaolo.

Consequently, as at 30th June 2011 Intesa Sanpaolo held a majority interest in this Bologna-based bank. In the Half-yearly report as at 30 June 2011 (as well as in the Interim Statement as at 31st March, 2011) the investment was consolidated at equity, as it is formally still under extraordinary administration.

The remaining portion of the capital increase was offered with pre-emptive rights to the other shareholders and was subscribed for and paid in advance by Intesa Sanpaolo under a termination clause in the event the purchase option was exercised by the other shareholders. The option period ended in July and the stake held by Sanpaolo came to more than 99%.

At the end of July 2011, the company's shareholders' meeting was held, and resolved to end the special administration period and appointed the corporate governance bodies. The special administrators have 4 months' time to prepare the final report on their management.

On 1st June 2011, after all the suspensive conditions set out in the contract were met and after obtaining the required authorisations, acquisition by Banca Fideuram of 100% of the shares in Banca Sara was finalised.

At the end of June 2011, Intesa Sanpaolo finalised the sale of its remaining 25% equity investment in Findomestic – which it held via its subsidiary Banca CR Firenze – to the BNP Paribas Group against a consideration of 629 million euro. The sale generated a positive impact on the Intesa Sanpaolo Group's consolidated income statement in the second quarter of 2011 of 154 million (128 million in terms of net income) and on the Core Tier 1 capital ratio of about 11 basis points.

Intesa Sanpaolo also sold a 4 per cent. stake in Prada S.p.A. capital in the framework of the global offer linked to the latter company's listing on the Hong Kong stock exchange. After the sale, Intesa Sanpaolo still holds an equity investment in Prada amounting to 1% of the company's capital. The sale generated a positive impact on the Intesa Sanpaolo Group's consolidated income statement in the second quarter of 2011 of 272 million euro (253 million in terms of net income) and on the Core Tier 1 capital ratio of about 8 basis points.

The end of June 2011 also saw the sale of Fideuram Bank Suisse, a wholly-held subsidiary of Fideuram Bank Luxembourg (which in turn is 100% owned by Banca Fideuram), specialising in private banking services, to Banca Crediinvest. The consideration agreed for the sale is about 26 million euro. The sale agreement includes an amount adjustment clause, in order to take into account the developments in the volumes held by the Fideuram Group. The capital gain on the sale of this subsidiary is of about 8 million euro.

On 15th July the results were announced for the 2011 EU-wide Stress Test – conducted by the European Banking Authority (EBA) in cooperation with the Bank of Italy, the European Central Bank (ECB), the European Commission (EC) and the European Systemic Risk Board (ESRB) – in which Intesa Sanpaolo participated.

The EU-wide stress test, carried out across 90 banks covering over 65% of the EU banking system total assets, seeks to assess the resilience of European banks to severe shocks and their specific solvency to hypothetical stress events under certain restrictive conditions.

As a result of the assumed shock, in the adverse scenario the consolidated Core Tier 1 Ratio of Intesa Sanpaolo would go from 7.9% at end 2010 to 8.9% at end 2012. This result incorporates the effects of the 5 billion euro capital increase, completed in June and does not take into account future strengthening actions planned by Intesa Sanpaolo.

On 20th July, 2011, the Intesa Sanpaolo Supervisory Board - upon proposal of the Management Board - approved the Group's new remuneration policies. These policies adopt the regulations recently issued by the Bank of Italy on this matter. These policies include the New Incentive System intended for a part of the Management staff and the so-called "risk takers" of the Intesa Sanpaolo Group. This System replaces the long-term incentive Plan approved last year, in the light of the relevant changes that took place in national and international regulations. The previous Plan already met, to a large extent, the criteria provided for in the new regulations, among which incentives linked to actual medium-term value creation and the appropriate balancing between fixed and variable components. The most significant difference between the proposed System and the previous Plan regards the introduction of shares - explicitly required by the Bank of Italy - as part of the variable component of remuneration.

The proposed System, effective from 2011 and covering the three-year period 2011-2013 of the Business Plan, falls under the category of financial instrument-based remuneration plan and addresses, inter alia, top and senior executives who have regular access to privileged information and have the power to make management decisions which may affect the Group's evolution and outlook.

On 26th July, 2011, Intesa Sanpaolo finalised the purchase of 51.0% of Banca Monte Parma shares from Fondazione Monte Parma and 9.8% of Banca Monte Parma shares from Banca Sella (Banca Sella Holding, GBA Vita and HDI Assicurazioni). As a result of the above purchase, Intesa Sanpaolo holds 60.8% of Shares of Banca Monte Parma. As a result of an additional similar trade among the remaining shareholders, the shareholders' structure is as follows: Fondazione Monte Parma 21.0%, Fondazione Piacenza e Vigevano 15.5%, Compagnia Generale e Immobiliare 2.5%, others 0.5%.

On 29th July, 2011 Intesa Sanpaolo signed an agreement with the Trade Unions for implementation of the personnel cuts and re-deployment.

Under the terms of the agreement at least 2,500 employees that have accrued compulsory pension rights are expected to leave by 30 June 2014. A further 2,500 employees, who will have accrued pension rights by 1 January 2018, will be given the option to subscribe to the "solidarity allowance", on a purely voluntary basis.

The agreement also includes the methods for professional re-deployment of 5,000 employees and the recruitment of up to 1,000 young people, giving priority to those that have gained work experience with the Group under non-permanent contracts.

The Capital Increase

At the beginning of April the Management Board and the Supervisory Board approved – each within the scope of its competence – the Group's 2011-2013/2015 Business Plan and, as a part of that, decided to propose a €5 billion capital increase at the Extraordinary Shareholders' Meeting convened for 9-10 May 2011.

The Extraordinary Shareholders' Meeting held on 10 May 2011 resolved a share capital increase for consideration, for a total maximum amount of 5 billion euro, including share premium, to be executed within 31st December, 2011, in divisible form, through the issuance of ordinary shares with a nominal value of 0.52 euro each, carrying regular rights (1 January 2011), to be offered with pre-emptive rights to the shareholders holding ordinary shares and owners/holders of the Company's savings shares, pursuant to article 2441 of the Italian Civil Code.

On 19th May, 2011, the Management Board resolved – in execution of the Shareholders' Meeting resolution – to issue 3,651,949,408 ordinary shares, with a nominal value of 0.52 euro each, having the same characteristics as those outstanding, and carrying regular rights, to be offered with pre-emptive rights to shareholders at a price of 1.369 euro per share, inclusive of 0.849 euro of share premium, in the ratio of 2 newly issued shares to 7 ordinary shares and/or savings shares held, up to a maximum total nominal value of 1,899,013,692.16 euro and to a maximum total aggregate value, inclusive of the share premium, of 4,999,518,739.55 euro. The issue price was determined by applying a discount of approximately 24% to the theoretical ex-right price (TERP) of ordinary shares, calculated on the basis of the current official Stock Exchange price.

The rights offering of new ordinary shares ended on 22nd June, 2011 with full subscription of the total 3,651,949,408 shares offered, for a total aggregate value of 4,999,518,739.55 euro.

In greater detail, during the subscription period - which ran from 23rd May, 2011 until 10th June, 2011 - 12,756,471,903 rights were exercised and a total of 3,644,706,258 new shares subscribed, accounting for

99.80% of total new shares under the offering, corresponding to an aggregate amount of 4,989,602,867.20 euro, gross of directly attributable expenses.

The 25,351,025 rights that had not been exercised at the end of the subscription period were sold on 15th June, 2011 – on the first day they were offered on the Stock Exchange through Banca IMI – and were subsequently exercised by 22 June through subscription of 7,243,150 shares, equal to 0.20% of the new shares on offer, for an aggregate amount of 9,915,872.35 euro.

Exposure to Greece

As at 30th June, 2011 the Intesa Sanpaolo Group's total exposure to Greece sovereign risk amounted to 881 million euro in terms of nominal value, recognised to the balance sheet with a value of 559 million euro.

Following intensification of the Greek debt crisis and financial market expectations of an extensive and credible support plan, on 21st July, 2011, the Heads of State of eurozone countries approved a structured plan of aid for Greece (the **21 July 2011 Agreement**) which envisages further involvement of the European Union and the IMF, stronger powers and intervention for the EFSF and even the involvement of private institutional investors. As part of this plan, banks and insurance companies under the direction of the Institute of International Finance (IIF) defined a number of support options for Greece.

These options under the 21 July 2011 Agreement were proposed as a securities exchange/roll-over programme for existing Greek public bonds maturing by 31 December 2020, with new 15-year and 30-year securities issued by the Greek government. Four private sector intervention options were envisaged, governed in various ways depending on the maturity, rate and guarantees of the new securities, which are estimated, in NPV terms, to generate a 21% loss, assuming a discount rate of 9% which the Greek debt could reach, also as a result of the newly-approved aid.

Subsequent to the 21 July 2011 Agreement, on 26 October 2011, the Heads of State of euro zone countries at a specially convened European Union Summit had invited all Greek bondholders to accept a deeper haircut of a 50 per cent. write down on the nominal face value of eligible Greek bonds to be exchanged through a voluntary bond exchange offer undertaken by the Hellenic Republic. As of the date of this Prospectus, the specific terms and conditions to the voluntary exchange offer have not been finalised, including (i) a proposal for the net present value loss accepted by bondholders participating in the voluntary exchange offer or (ii) the proposed timeframe for the execution of such voluntary exchange offer.

The amended plan therefore involves huge and detailed support actions, the actual effects of which on the Greek solvency position cannot yet be fully assessed, given the recent definition of the form of support and current lack of technical information on how the exchange/roll-over options which involve private institutional investors will actually be finalised.

In preparing the half-yearly report as at 30th June, 2011 both securities covered by the 21 July 2011 Agreement and those maturing beyond 2020 were measured according to the criteria specific to their classification categories. In particular, securities classified as financial assets available for sale and financial assets held for trading were measured at fair value based on their market prices as at 30th June, 2011.

As the debt refers to a sovereign entity and given that protection mechanisms have been put into place by supranational bodies for this type of debt, in preparing this half-yearly report impairment losses were recognised only for the government securities maturing by 2020, for which the conditions for private institutional investor participation under the terms of the aforementioned agreement have been taken into account. An impairment loss of 48 million euro has therefore been recognised, measured in reference to the aforementioned NPV for securities classified under the Loans and receivables caption, and referring to market prices as at 30th June, 2011 (recognising the entire negative equity reserve to the income statement) for securities classified as Assets available for sale. The impact on the consolidated income statement, net of amounts allocated to insurance products under separate management, came to 25 million euro.

These measurements will be tested again in the next quarterly and annual reports to take into account developments in the aforementioned agreements, in the market scenarios and in the general solvency position of the Greek government. In addition to the above exposures, the Group as at 30th June 2011, has exposures in securities of Greek companies and public entities for a nominal value of 279 million euro, recognised to the balance sheet for 282 million euro (230 million euro among Loans and receivables, 50 million euro as Financial assets available for sale and 2 million euro as Financial assets held for trading) and with a fair value of 154 million euro, for which the measurement criteria applied as at previous reporting

dates remained unchanged and without impairment loss recognition. Furthermore, loans to Greek companies and public entities have been disbursed for 225 million euro.

Intesa Sanpaolo: EBA test confirms the Group's capital adequacy

On 27th October, 2011, Intesa Sanpaolo published a press release, the full text of which is set out below:

“Torino, Milano, 27 October 2011 – Following the estimates disclosed by the European Banking Authority (EBA) as regards the recapitalisation needs of Europe's banks, Intesa Sanpaolo announces - at Consob's request - that the Group does not need additional capital.

As at 30 June 2011, the Group had a 10.2% Core Tier 1 ratio. This would decrease to around 10% applying to the risk-weighted assets (RWAs) as at the same date the increase envisaged in the CRD3 provisions, as requested by the EBA exercise. Taking into account the capital buffer computed by EBA against the Group's sovereign risk exposure as at 30 June 2011 on the basis of market prices at 30 September 2011, the Core Tier 1 ratio would be at around 9.2% - above the minimum level set at 9%.

This is a preliminary and indicative result. It will be updated to take into account the figures as at the end of September 2011 and shall be analysed by banks and Supervisory Authorities.”

Management

Supervisory Board

The composition of Intesa Sanpaolo's Supervisory Board is as set out below.

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
Giovanni Bazoli	Chairman	Chairman of Mittel S.p.A. Deputy Chairman of La Scuola S.p.A. Member of Supervisory Board of UBI Banca S.c.p.A. Director of RCS Quotidiani S.p.A.
Elsa Fornero	Deputy Chairman	Director of Buzzi Unicem S.p.A.
Mario Bertolissi	Deputy Chairman	-
Franco Dalla Sega	Board Member	Chairman of the Board of Statutory Auditors of Intesa Previdenza SIM S.p.A. Chairman of the Board of Statutory Auditors of Mittel Investimenti Immobiliari S.r.l. Chairman of the Board of Statutory Auditors of Mittel Private Equity S.p.A. Chairman of the Board of Statutory Auditors of Hopa S.p.A. Chairman of the Board of Statutory Auditors of Mittel S.p.A. Chairman of the Board of Statutory Auditors of Brands Partners 2 S.p.A. Member of the Board of the Statutory Auditors of I.T.L. S.r.l. Director of Avvenire Nuova Editoriale Italiana S.p.A. Director of MicroVentures S.p.A.
Luigi Arturo Bianchi	Board Member	Chairman of Idea SIM S.p.A. Director and Member of Control Committee of Benetton Group S.p.A.

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
Rosalba Casiraghi	Board Member	<p>Director and Member of Control Committee of UBS Fiduciaria S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of Non Performing Loans S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of Banca CR Firenze S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of Nuovo Trasporto Viaggiatori S.p.A.</p> <p>Member of the Board of Statutory Auditors of Industrie de Nora S.p.A.</p> <p>Director of Luisa Spagnoli S.p.A.</p> <p>Director of Spa.Im S.r.l.</p> <p>Director of Spa.Pi S.r.l.</p> <p>Director of Spa.Ma S.r.l.</p> <p>Director of Alto Partners SGR S.p.A.</p> <p>Director of Biancamano S.p.A.</p> <p>Director of NH Hoteles SA</p> <p>Director of PMS S.p.A.</p> <p>Managing Director of Costruzione Gestione Progettazione - Co.Ge.Pro S.p.A.</p> <p>Sole Director of Rating S.r.l.</p>
Gianluca Ferrero	Board Member	<p>Executive Partner of Giovanni Agnelli e C. Sapaz</p> <p>Director of Banca del Piemonte S.p.A.</p> <p>Director of SEI Società Editrice Internazionale S.p.A.</p> <p>Director of Finlega S.p.A.</p> <p>Director of Lol S.r.l.</p> <p>Chairman of the Board of Statutory Auditors of Luigi Lavazza S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of Biotronik Italia S.r.l.</p> <p>Chairman of the Board of Statutory Auditors of G.F.T. NET S.p.A. (in liquidazione)</p> <p>Chairman of the Board of Statutory Auditors of Praxi Intellectual Property S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of TO-DIS S.r.l.</p> <p>Chairman of the Board of Statutory Auditors of Edizione White Star S.r.l.</p> <p>Chairman of the Board of Statutory Auditors of Cafiero Mattioli Finanziaria S.p.A.</p> <p>Member of the Board of the Statutory Auditors of</p>

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
		Alberto Lavazza e C. Sapa Member of the Board of the Statutory Auditors of Emilio Lavazza Sapa Member of the Board of the Statutory Auditors of Fenera Holding S.p.A. Member of the Board of the Statutory Auditors of Fenera Real Estate S.p.A. Member of the Board of the Statutory Auditors of Centro Congressi Unione Industriali Torino S.p.A. Liquidator of Tecnodelta S.p.A. (in liquidazione) Sole Director of B. S.r.l.
Jean Paul Fitoussi	Board Member	Director of Telecom Italia S.p.A.
Pietro Garibaldi	Board Member	-
Giulio Stefano Lubatti	Board Member	Chairman of the Board of the Statutory Auditors of Banco di Napoli S.p.A.
Marco Mangiagalli	Board Member	Chairman of Saipem S.p.A. Director of Luxottica Group S.p.A.
Gianni Marchesini	Board Member	-
Fabio Pasquini	Board Member	Chairman of Fidicont S.r.l. Managing Director of Torino Fiduciaria – Fiditor S.r.l. Member of the Board of the Statutory Auditors of Basicitalia S.p.A. Member of the Board of the Statutory Auditors of Italcables S.p.A. Member of the Board of the Statutory Auditors of Rexcourta S.p.A. Member of the Board of the Statutory Auditors of S.p.A. Michelin Italiana – S.A.M.I. Member of the Board of the Statutory Auditors of Autoliv Italia S.p.A. Member of the Board of the Statutory Auditors of Basic world S.r.l. Member of the Board of the Statutory Auditors of Casco Imos Italia S.r.l. a socio unico Member of the Board of the Statutory Auditors of Grandi Magazzini Piemontesi S.r.l. Member of the Board of the Statutory Auditors of Jacobacci & Partners S.p.A. Chairman of the Board of the Statutory Auditors of Finance Evolution S.p.A. Chairman of the Board of the Statutory Auditors of Geovita F.I. S.r.l.

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
Eugenio Pavarani	Board Member	Chairman of the Board of the Statutory Auditors of Sangiorgio Costruzioni S.p.A.
		Chairman of the Board of the Statutory Auditors of Sapri S.p.A.
		Director of Consorzio Torino Time
Gianluca Ponzellini	Board Member	Chairman of the Board of the Statutory Auditors of Cassa di Risparmio in Bologna
		Chairman of the Board of the Statutory Auditors of Mediofactoring S.p.A.
		Chairman of the Board of the Statutory Auditors of Mittel Real Estate SGR S.p.A.
		Member of the Board of the Statutory Auditors of Roche Diagnostic S.p.A.
		Member of the Board of the Statutory Auditors of Roche Pharma S.p.A.
		Member of the Board of the Statutory Auditors of Banca del Monte di Parma S.p.A.
		Chairman of Metodo S.r.l.
Chairman of the Board of Statutory Auditors of Banca IMI S.p.A.		
		Chairman of the Board of Statutory Auditors of De' Longhi Capital Services S.r.l.
		Chairman of the Board of Statutory Auditors of De' Longhi S.p.A.
		Chairman of the Board of Statutory Auditors of De' Longhi Appliances S.r.l.
		Chairman of the Board of Statutory Auditors of Finmar S.p.A.
		Chairman of the Board of Statutory Auditors of Luisa Spagnoli S.p.A.
		Chairman of the Board of Statutory Auditors of Spa.Pi S.r.l.
		Chairman of the Board of Statutory Auditors of Spa.Im S.r.l.
		Chairman of the Board of Statutory Auditors of Spa.Ma S.r.l.
		Chairman of the Board of Statutory Auditors of Dipardi S.r.l.
		Member of the Board of the Statutory Auditors of G.S. S.p.A.
		Member of the Board of the Statutory Auditors of Casa Editrice Universo S.p.A.
		Member of the Board of the Statutory Auditors of Caretti

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
		& Associati S.p.A.
		Member of the Board of the Statutory Auditors of Etnastore S.r.l.
		Member of the Board of the Statutory Auditors of SSC Società Sviluppo Commerciale S.r.l.
		Member of the Board of the Statutory Auditors of Telecom Italia S.p.A.
Gianguido Sacchi Morsiani	Board Member	-
Marco Spadacini	Board Member	Chairman of the Board of Statutory Auditors of Atlantia S.p.A.
		Chairman of the Board of Statutory Auditors of Ambi S.p.A.
		Chairman of the Board of Statutory Auditors of Apple Italia S.r.l.
		Chairman of the Board of Statutory Auditors of Apple S.p.A.
		Chairman of the Board of Statutory Auditors of Cooperativa Palomar 3 arl
		Chairman of the Board of Statutory Auditors of Delmi S.p.A.
		Director of Arnoldo Mondadori Editore S.p.A.
		Director of Lorenzo Galtruccio S.p.A.
		Director of Compagnia Fiduciaria Nazionale S.p.A.
		Member of the Board of the Statutory Auditors of Axa Assicurazioni S.p.A.
		Member of the Board of the Statutory Auditors of Axa Partecipazioni S.p.A.
		Member of the Board of the Statutory Auditors of Centurion Immobiliare S.p.A.
		Member of the Board of the Statutory Auditors of Expo 2015 S.p.A.
		Member of the Board of the Statutory Auditors of Investim S.r.l.
		Member of the Board of the Statutory Auditors of Transalpina di Energia S.r.l.
		Member of the Board of the Statutory Auditors of Fondiaria S.A.I. S.p.A.
Livio Torio	Board Member	Chairman of the Board of Statutory Auditors of Mediocredito Italiano S.p.A.
		Chairman of the Board of Statutory Auditors of Moneta S.p.A.
		Chairman of the Board of Statutory Auditors of Setefi S.p.A.

<u>Member of Supervisory Board</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
		Chairman of the Board of Statutory Auditors of Alintec Scarl
		Chairman of the Board of Statutory Auditors of Senato 14/16 Immobiliare S.r.l.
		Chairman of the Board of Statutory Auditors of Fondo Pensioni per il Personale Cariplo
		Member of the Board of the Statutory Auditors of Banca di Credito Sardo S.p.A.
		Member of the Board of the Statutory Auditors of Fondazione Lombardia Film Commission
		Member of the Board of the Statutory Auditors of P.S.M. Celada Fasteners S.r.l.
Riccardo Varaldo	Board Member	Director of Finmeccanica S.p.A. Director of Piaggio & C. S.p.A.

Management Board

The composition of the Management Board of Intesa Sanpaolo is as set out below.

<u>Director</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
Andrea Beltratti	Chairman	-
Marcello Sala	Senior Deputy Chairman	Director of Bank of Alexandria S.A.E. Director of Banca ITB S.p.A.
Giovanni Costa	Deputy Chairman	Director of Edizione S.r.l.
Corrado Passera	Managing Director and Chief Executive Officer	-
Aureliano Benedetti	Board Member	Chairman of Banca CR Firenze S.p.A. Chairman of Centrovita Assicurazioni S.p.A. Deputy Chairman of Agriventure S.p.A. Director of Banca IMI S.p.A.
Paolo Campaioli	Board Member	Director of Cassa di Risparmio di Pistoia e Pescia S.p.A. Director of Centrovita Assicurazioni S.p.A.
Elio Catania	Board Member	Chairman and Managing Director of Azienda Trasporti Milanesi S.p.A. Director of Telecom Italia S.p.A.
Roberto Firpo	Board Member	Director of Banco di Napoli S.p.A. Director of Equiter S.p.A.
Emilio Ottolenghi	Board Member	Chairman of Banca IMI S.p.A. Chairman of La Petrolifera Italo Rumena S.p.A. Chairman of Pir Finanziaria S.p.A.

<u>Director</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
		Chairman of Vis S.p.A.
		Director of Sapir S.p.A.
		Chairman of the Supervisory Board of La Petrolifera Italo Albanese Sh.A.

The business address of each member of the Management Board and of the Supervisory Board is Intesa Sanpaolo S.p.A., Piazza San Carlo 156, 10121 Turin.

Conflicts of interest

None of the functions performed by any of the Board Members mentioned above results in a conflict of interest with their private interests, except for any competition in the national and/or international banking system in the ordinary course of business arising from the activities performed by them outside Intesa Sanpaolo, as set out in the tables above under the heading "*Principal activities performed outside Intesa Sanpaolo*".

Principal Shareholders

As at 30th June, 2011, the shareholder structure of Intesa Sanpaolo was composed as follows (holders of shares exceeding 2 per cent.).

Shareholders	Ordinary shares	% of ordinary shares
Compagnia di San Paolo	1,506,372,075	9.718%
Fondazione Cariplo	767,029,267	4.948%
Fondazione C.R. Padova e Rovigo	750,092,011	4.839%
Crédit Agricole S.A.	592,000,000	3.819%
Assicurazioni Generali S.p.A.	590,924,220	3.812%
Ente C.R. Firenze	514,655,221	3.320%
BlackRock Inc. ⁽¹⁾	376,688,882	2.430%
Fondazione C.R. in Bologna	313,656,442	2.023%

(1) Fund Management (as per declaration of 12th July 2010)

Legal Risks

Legal risks are analysed by Intesa Sanpaolo Group and by group companies. Provisions are made to the allow for risks and charges, in the presence of legal obligations for which it is probable the funds will be disbursed to meet such obligations and where it is possible to make a reliable estimate of the disbursement.

The most complex legal procedures are described in the paragraphs below.

Litigation regarding compound interest

In 1999, the Italian Supreme Court (*Corte di Cassazione*) declared that quarterly capitalization of interim interest payable on current accounts was unlawful. Although a subsequent Legislative Decree (342 of August 4, 1999) confirmed the legitimacy of capitalization of interest on current accounts under certain conditions, this decree only took effect in April 2000. Disputes therefore arose regarding those contracts which were entered into before April 2000. A further ruling by the Italian Supreme Court on December 2, 2010 confirmed its prior approach and cast some doubt on the date from which the 10-year Italian statute of limitations should be calculated. As a result of this ruling, it is not possible for the Issuer to estimate the impact that this may have on the outstanding proceedings against the Issuer since each claim will have to be reviewed on a case by case basis. Finally, a new law was published on February 26, 2011 which attempts to clarify how the 10-year Italian statute of limitations should be calculated. However, there are doubts on the compatibility of this law with the Italian constitution and a ruling is expected by the Italian Constitutional Court.

The overall number of pending cases on this issue is not significant and Intesa Sanpaolo believe that the potential losses related to these disputes are sufficiently covered by provisions made for risks and charges.

Litigation regarding bonds in default

Intesa Sanpaolo is party to a number of proceedings related to the bond defaults of Cirio (in addition to the Cirio default described below), Parmalat, Argentina and Lehman Brothers.

With respect to Parmalat, pursuant to an agreement with Italian consumer groups, Intesa Sanpaolo has instituted a settlement procedure that covered all of the approximately 27,000 customers of the former Sanpaolo IMI Group who had purchased Parmalat bonds and subsequently converted them into shares and warrants of the new Parmalat. Approximately 16,800 of these customers (of which approximately 4,500 pertain to the *Banca dei Territori* business segment) agreed to participate in the procedure. Examination of claims began in November 2008 and concluded in June 2010 with overall reimbursements of about €15 million. Former Sanpaolo IMI Group customers also benefit from the support offered by the Sanpaolo IMI Customer Parmalat bond Committee which was established in 2004. The committee's mission is to provide free protection for the rights to compensation of participants, including by filing a civil claim in the pending trials of those responsible for the default. The results of these initiatives include four important settlements reached by the committee and the parties against whom civil claims were brought in the trials. These settlements resulted in the availability of a total of €97 million, which has been distributed to participants.

With respect to the bond defaults by Argentina and Lehman Brothers, customer claims are managed on a case-by-case basis. With respect to the Argentinean bonds Intesa Sanpaolo's exposure has been reduced following the acceptance by a significant portion of its customers to the settlement proposal made by the Argentinian government in 2010. Intesa Sanpaolo believes that the potential losses related to these disputes are sufficiently covered by provisions made for risks and charges.

Cirio group default

In November 2002, the Cirio Group, one of the largest Italian groups operating in the agro-industrial sector, was declared insolvent. The bonds issued by the Cirio Group had a nominal value totaling approximately €1,250 million. Together with other major banking groups, both the former Banca Intesa Group and the former Sanpaolo IMI Group had granted loans to the Cirio Group.

In April 2007, ten companies of the Cirio group claimed that Intesa Sanpaolo and Banca Caboto (now Banca IMI), together with five other banks, were jointly and severally liable for damages caused by aggravating the default of the Cirio group by assisting in the issuance in the 2000/2002 period of six bonds. The Cirio group alleges that damages could be between €2,082 million and €421 million, as well as an indeterminate amount resulting from claims alleging the bondholders' loss of opportunity in placing the company in administration, which they claim could have been brought forward had its financial situation been identified in a timely manner. The Cirio group also claims compensation for damages deriving from the payment of commissions—amounting to €9.8 million—for the placement of the Bonds. On November 3, 2009, the Court of Rome ruled against the Cirio group, finding that their claim was unfounded and rejecting the request for damages. In February 2010, the Cirio Group appealed against this judgment and the appeal to define the conclusions is due to be heard on January 27, 2016.

Equitalia Polis S.p.A. (formerly Gest Line S.p.A.)

In three separate transactions in September 2006, December 2007 and April 2008, the Issuer sold to Equitalia (a tax collection company owned by the Italian government through two state entities) 100% of the share capital of Gest Line S.p.A. ("Gest Line" - now Equitalia Polis), a company that performed tax-collection activities in the former Sanpaolo IMI Group. At the time of the sale, the Issuer undertook to indemnify the buyer against losses related to GestLine's tax-collection activities prior to the September 2006 sale: the most significant portion of such potential losses may arise from litigation concerning alleged irregularities by GestLine, particularly the first half of the 1990s. In 2005 a new law was introduced the effect of which was to transfer to the seller any payment obligation relating to tax-collections made prior to the sale of the tax-collection company. Although an amnesty for administrative irregularities was passed in Italy (introduced in Italy by Law No. 311/04), the local tax authorities involved in the litigation, and higher courts on appeal, held that GestLine was not eligible for the amnesty. Notwithstanding a new regulatory initiative passed in 2007 (Law Decree no. 248/2007) aimed at clarifying the scope of the amnesty the judicial framework remains unchanged. Most recently new legislation was passed (Law Decree no. 40/2010) allowing parties that have sold their interests in collection agencies to settle on advantageous terms all proceedings pending as of May 26, 2010 in connection with collection activity conducted through 30 June 1999 by paying 10.91% of the disputed amounts. On 29th October, 2010, the Bank opted to reach such an advantageous settlement,

agreeing to pay the indicated percentage of 10.91%. The Group is currently awaiting the receipt of notice of extinguishment of all proceedings affected by this law.

Banca Infrastrutture Innovazione e Sviluppo and Municipality of Taranto litigation

Banca Infrastrutture Innovazione e Sviluppo "BIIS"), as the successor to Banca OPI, was involved in a case pending before the Court of Taranto brought the Municipality of Taranto in relation to the subscription in May 2004 by Banca OPI for a 250 million euro bond issued by the Municipality. In its judgement of 27 April 2009, the Court declared the invalidity of the operation, ordering the Bank to reimburse, with interest, the partial repayments of the loan made by the Municipality of Taranto. The latter was ordered to reimburse, with interest, the loan granted. Lastly, the Court ordered compensation in favour of the Municipality, to be calculated by separate proceedings.

Both parties appealed against the judgement. Moreover, the Bank requested the stay of enforcement of the judgement and brought a case for negative clearance. The Municipality and Bank have agreed not to enforce the judgement.

According to the legal firm assisting BIIS, there are valid grounds to believe that the first level judgement will be modified.

In February 2010, the insolvency procedure entity for the Municipality of Taranto informed BIIS that the Municipality's debt to the bank for the repayment of the 250 million euro bond had been added to the "insolvency procedures' list of debts". The fact that the Municipality's debt to the Bank has been included in the solvency procedure's "list of debts" instead of in the "rebalanced financial statements" does not, in and of itself, have consequences for the Bank's right to repayment of its loan to the Municipality and, accordingly on the position's risk profile. The Bank appealed the judgement before the Regional Administrative Court of Puglia, which in a ruling handed down in February 2011 rejected the appeal due to lack of jurisdiction, without prejudice to the claims against the Municipality.

Class action by Codacons

On 5th January, 2010, Codacons (the Italian consumer rights organization), acting on behalf of a single account holder, filed a class action suit against the Issuer and other major banking groups arguing that the new fee structure (which replaced the prior system of overdraft charges) is unlawful and requesting compensation in the amount of €1,250 for each of the affected account holders in the class. Intesa Sanpaolo believes that the case is not properly admissible as a class action and, moreover, is incorrect on its merits.

The Court of Turin ruled in June 2010 that this case is inadmissible as a class action. This ruling was appealed by the plaintiffs and the Court of Appeal of Turin rejected such claim on 25th October, 2010. Codacons has again appealed this decision before the Court of Cassation and the appeal is still pending.

Class action by Altroconsumo

On 17th November, 2010, the association Altroconsumo, acting on behalf of three account holders, filed a class action suit against Intesa Sanpaolo regarding the application of overdraft charges and fees. It also seeks to ascertain whether the maximum usury rate has been exceeded and, in such case, requested the repayment of amounts collected by the Bank in excess of such usury rate. The claim has been quantified in a total amount of approximately €456 with respect to the three claimants. The Court of Turin ruled on April 28, 2011 that this case is inadmissible as a class action. Further to an appeal filed by the plaintiffs, the Court of Appeal of Turin, with ruling dated 23 September 2011, repealed the preceding decision and declared that the class action is admissible with regard to the overdraft charges and fees applied by Intesa Sanpaolo as from 16 August 2009. The ruling is exclusively related to the evaluation regarding the existence of the prerequisites for the action to be admissible and which therefore does not rule regarding the legitimacy of the application of overdraft charges and fees. This matter shall be considered during a different phase of the proceeding, which will commence in front of a Court solely when (i) the relevant Court will have issued a ruling regarding the timing and formalities for the publicity regarding the adhesion of the account holders and (ii) the expiry date for the deposit of the relevant adhesions with the Court's offices will have elapsed.

Intesa Sanpaolo believes that there are valid arguments to sustain the rightful applicability of the overdraft charges and fees.

Angelo Rizzoli Litigation

In September 2009, Angelo Rizzoli filed suit against Intesa Sanpaolo (as the successor of the former Banco Ambrosiano) and four other parties seeking to nullify transactions undertaken between 1977 and 1984, which he alleges resulted in the wrongful loss of control he would have exercised over Rizzoli Editore S.p.A. Mr. Rizzoli is requesting compensation in an amount ranging from €650 to €724 million. This case is still pending. Intesa Sanpaolo believes that these claims are incorrect on their merits and, moreover, are inadmissible on the grounds that the Milan Court of Appeal already ruled on this matter in a 1996 judgment, Italian statute of limitations would apply and, in any case, the asset taken over would now be subject to adverse possession. The Court has reserved judgment.

Allegra Finanz AG

On 31st January, 2011, Allegra Finanz AG and 16 other international institutional investors filed a suit before the Court of Milan against several leading international financial institutions, including Intesa Sanpaolo and Eurizon Capital SGR (as the successor to Nextra). The claimants are seeking compensation in excess of €129 million as losses resulting from investments in bonds and shares issued by various Parmalat group companies. The plaintiffs claim that the banks knowingly and by various means concealed the financial state of the Parmalat group by means of transactions that prolonged its survival, with the effect of offloading the insolvency risk on investors. Intesa Sanpaolo's involvement in the proceedings relates to a private placement of €300 million by Parmalat Finance Corporation B.V. fully subscribed for by Nextra in June 2003, a transaction that, as stated by the claimants themselves, resulted in a settlement between Nextra and the Parmalat extraordinary administration procedure. The first hearing has been scheduled for 19th September, 2011. Intesa Sanpaolo promptly appeared, objecting that the claims are barred, the lack of cause between the activities carried out by Nextra and Parmalat's situations and the highly and knowingly speculative nature of the investments made by the claimants. Eurizon appeared challenging its legal standing to be sued. The next hearing is scheduled for 25 January 2012.

Other judicial and administrative proceedings

The District Prosecutor of New York and the Department of Justice have started a criminal investigation in the U.S. aimed at verifying the methods used for clearing dollar payments in the U.S. to/from countries embargoed by the U.S. government in the years from 2001 to 2008. The investigation involves the treatment of payment orders issued in connection with SWIFT interbank payments settled through US banks, and the alleged omission or alteration of information relating to the senders and beneficiaries of these payments. Intesa Sanpaolo is cooperating in full with this investigation.

The U.S. banking supervisory authorities also initiated a parallel administrative proceeding in March 2007 related to weaknesses in the anti-money laundering systems of our New York branch. Remedial action was requested to strengthen these anti-money laundering procedures, and Intesa Sanpaolo believes that it complied with all such requests to date.

Based on the information available, Intesa Sanpaolo cannot currently estimate when and how these proceeding will be concluded or what impact they may have. While a settlement involving the payment of administrative sanctions by Intesa Sanpaolo is theoretically possible, from the information available to the Issuer Intesa Sanpaolo cannot forecast the timing, outcome and amount of any possible sanction. See “Risk Factors—Risks related to Intesa Sanpaolo business—Intesa Sanpaolo are subject to criminal and civil investigations brought by authorities in the U.S. related to the processing of U.S. dollar payments involving persons or entities in countries sanctioned by the U.S. government”.

Italian competition authority proceedings related to Crédit Agricole

In May 2009, the Italian Competition Authority began non-compliance proceedings against the Issuer related to Intesa Sanpaolo relationship with Crédit Agricole following the merger between Banca Intesa and Sanpaolo IMI. Pursuant to the Italian Competition Authority's authorization of the merger, Intesa Sanpaolo is required to ensure that Crédit Agricole complies with certain obligations to reduce its ownership interest in Intesa Sanpaolo. In April 2009, Assicurazioni Generali S.p.A. and Crédit Agricole entered into a shareholders' agreement with respect to Intesa Sanpaolo shares, which prompted the Italian Competition Authority to begin non-compliance proceedings against Intesa Sanpaolo.

In February 2010, Intesa Sanpaolo executed an agreement with Crédit Agricole pursuant to which Crédit Agricole agreed to purchase certain assets from Intesa Sanpaolo and made a series of commitments to the Issuer in view of the reduction of its participation in Intesa Sanpaolo share capital.

In a resolution of 18th February, 2010, the Italian Competition Authority acknowledged our agreement with Crédit Agricole and extended the deadline for the conclusion of the non-compliance proceedings until 15th July, 2011.

On 13th July, 2011 the Italian Competition Authority, after examining a number of commitments put forward by Intesa Sanpaolo and Crédit Agricole, has issued a decision stating that the said commitments are able to eliminate any relationship existing between the two banks and therefore guarantee that Crédit Agricole can be considered, for antitrust purposes, a third party, independent by ISP. As a result the Authority has not imposed any sanction on Intesa Sanpaolo.

Tax litigation

The risks associated with tax litigation are covered by specific provisions for risks and charges. The outstanding tax litigation as of December 31, 2010 involving the parent company amounted to a total of €1,040 million, while the actual risk has been quantified as €109 million.

The most significant disputes that arose in 2010 relate to interpretative issues (with respect to which the Issuer believes it has acted correctly). These include:

- approximately €342 million connected to the sale without recourse of doubtful loans to Castello Finance S.r.l., made in 2005 by Banca Intesa and the merged Intesa Gestione Crediti;
- approximately €377 million relating to structured finance transactions undertaken in 2005 involving shares of companies listed in Italy;
- €42 million in respect of alleged irregularities in the trading of unrefined gold with a Swiss multinational; and
- €44 million claimed in connection with the contribution of branches to Cariparma and Friuladria and the subsequent sale of shares to Crédit Agricole.

The outstanding tax litigation as of December 31, 2010 involving the other Italian and international companies of our Group amounted to a total of €614 million, in respect of which specific allowances of €51 million have been made.

In addition, the affected companies are disputing these matters in the appropriate tax courts.

In May 2011 year the Tax Police of the Milan Guardia di Finanza began a tax inspection into Intesa Sanpaolo with regard to any structured finance transactions executed in 2006 and later years. This inspection is still in progress.

During the first half of 2011 the same Tax Police squad issued reports of findings against Intesa Sanpaolo and other companies in the Group in relation to transactions under repurchase agreement in foreign bonds completed in the period 2006 to 2009, which generated credits for taxes prepaid in other countries and which the inspectors believe were not due as a result of alleged misuse of a right. The tax benefit challenged totals approximately 119 million euro, of which 72 million euro for Intesa Sanpaolo and 47 million euro referring to other companies in the Group.

No specific provision has been allocated in relation to the tax demands as the expected result of any litigation that might arise is currently viewed as positive.

FINANCIAL INFORMATION OF THE ISSUER – AN OVERVIEW

Audited Consolidated Annual Financial Statements

The annual financial information below as at and for the years ended 31st December, 2009 and 31st December, 2010 has been derived from the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31st December, 2010 (the "**2010 Annual Financial Statements**") that include comparative figures as at and for the year ended 31st December, 2009. The 2010 Annual Financial Statements have been audited by Reconta Ernst & Young S.p.A., auditors to Intesa Sanpaolo S.p.A., who issued their audit report on 29th March 2011.

Half-yearly Financial Statements

The half yearly financial information below as at and for the six months ended 30th June, 2011 has been derived from the unaudited consolidated half-yearly financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30th June, 2011 (the "**2011 Half-Yearly Financial Statements**") that include comparative balance sheet figures as at 31st December, 2010 and income statement figures for the six months ended 30th June, 2010. Reconta Ernst & Young S.p.A. has performed a limited review on the 2011 Half-Yearly Financial Statements as at and for the six months ended 30th June, 2011 in accordance with CONSOB Regulation No. 10867 of 31st July, 1997 and issued their review report on 6th August 2011.

Accounting Principles

The annual and half-yearly financial statements referred to above have been prepared in accordance with the accounting principles issued by the International Accounting Standards Board and the relative interpretations of the International Financial Reporting Interpretations Committee, otherwise known as International Financial Reporting Standards, as adopted by the European Union under Regulation (EC) 1606/2002. The half-yearly financial statements referred to above have been prepared in compliance with International Financial Reporting Standards applicable to interim financial reporting (IAS 34) as adopted by the European Union.

Incorporation by Reference

Both the annual and the half-yearly financial statements referred to above are incorporated by reference in this Base Prospectus (see the section headed "*Documents incorporated by reference*"). The financial information set out below forms only part of, should be read in conjunction with and is qualified in its entirety by reference to the above-mentioned annual and half-yearly financial statements, together with the accompanying notes and auditors' reports.

INTESA SANPAOLO
CONSOLIDATED ANNUAL BALANCE SHEET
AS AT 31/12/2010

Assets	31/12/2010 Audited	31/12/2009 Audited
	<i>(in millions of €)</i>	
Cash and cash equivalents	4,758	8,412
Financial assets held for trading	71,899	69,825
Financial assets designated at fair value through profit and loss	35,549	21,965
Financial assets available for sale	61,612	35,895
Investments held to maturity	3,839	4,561
Due from banks	42,737	43,242
Loans to customers	379,235	374,033
Hedging derivatives	7,377	7,008
Fair value change of financial assets in hedged portfolios (+/-)	92	69
Investments in associates and companies subject to joint control	2,716	3,059
Technical insurance reserves re-assured with third parties	27	38
Property and equipment	5,455	5,291
Intangible assets of which:	25,990	25,789
- <i>goodwill</i>	19,217	18,838
Tax assets	8,733	7,320
<i>a) current</i>	2,759	2,072
<i>b) deferred</i>	5,974	5,248
Non-current assets held for sale and discontinued operations	75	6,552
Other assets	8,663	11,785
Total assets	658,757	624,844

INTESA SANPAOLO
CONSOLIDATED ANNUAL BALANCE SHEET
AS AT 31/12/2010

Liabilities and Shareholders' Equity	31/12/2010 Audited	31/12/2009 Audited
	<i>(in millions of €)</i>	
Due to banks	52,860	43,369
Due to customers	221,064	210,814
Securities issued	179,983	185,243
Financial liabilities held for trading	45,045	42,249
Financial liabilities designated at fair value through profit and loss	26,144	25,887
Hedging derivatives	5,884	5,179
Fair value change of financial liabilities in hedged portfolios (+/-)	1,412	1,513
Tax liabilities	3,269	2,965
<i>a) current</i>	<i>661</i>	<i>841</i>
<i>b) deferred</i>	<i>2,608</i>	<i>2,124</i>
Liabilities associated with non-current assets held for sale and discontinued operations	-	9,723
Other liabilities	13,658	15,755
Employee termination indemnities	1,370	1,374
Allowances for risks and charges	3,280	3,420
<i>a) post employment benefits</i>	<i>374</i>	<i>512</i>
<i>b) other allowances</i>	<i>2,906</i>	<i>2,908</i>
Technical reserves	50,188	23,582
Valuation reserves	-1,054	-430
Reimbursable shares	-	-
Equity instruments	-	-
Reserves	12,143	10,565
Share premium reserve	33,102	33,102
Share capital	6,647	6,647
Treasury shares (-)	-10	-8
Minority interests (+/-)	1,067	1,090
Net income (loss)	2,705	2,805
Total liabilities and shareholders' equity	658,757	624,844

INTESA SANPAOLO
CONSOLIDATED ANNUAL STATEMENTS OF INCOME
FOR THE YEAR ENDED 31/12/2010

The annual financial information below includes comparative figures as at and for the year ended 31st December 2009.

	2010	2009
	Audited	Audited
	<i>(in millions of €)</i>	
Interest and similar income	17,500	19,607
Interest and similar expense	-6,879	-8,370
Interest margin	10,621	11,237
Fee and commission income	6,494	6,141
Fee and commission expense	-1,317	-1,186
Net fee and commission income	5,177	4,955
Dividend and similar income	490	479
Profits (Losses) on trading	243	855
Fair value adjustments in hedge accounting	-182	-41
Profits (Losses) on disposal or repurchase of:	229	316
<i>a) loans</i>	-11	-16
<i>b) financial assets available for sale</i>	235	320
<i>c) investments held to maturity</i>	-	-
<i>d) financial liabilities</i>	5	12
Profits (Losses) on financial assets and liabilities designated at fair value	179	81
Net interest and other banking income	16,757	17,882
Net losses/recoveries on impairment	-2,896	-3,711
<i>a) loans</i>	-2,818	-3,448
<i>b) financial assets available for sale</i>	-79	-256
<i>c) investments held to maturity</i>	-	-
<i>d) other financial activities</i>	1	-7
Net income from banking activities	13,861	14,171
Net insurance premiums	8,483	6,579
Other net insurance income (expense)	-9,050	-7,251
Net income from banking and insurance activities	13,294	13,499
Administrative expenses	-9,347	-9,615
<i>a) personnel expenses</i>	-5,665	-5,788
<i>b) other administrative expenses</i>	-3,682	-3,827
Net provisions for risks and charges	-401	-330
Net adjustments to/recoveries on property and equipment	-400	-413
Net adjustments to/recoveries on intangible assets	-738	-771
Other operating expenses (income)	528	519
Operating expenses	-10,358	-10,610
Profits (Losses) on investments in associates and companies subject to joint control	293	561
Valuation differences on property, equipment and intangible assets measured at fair value	-	-
Goodwill impairment	-	-

	2010	2009
	Audited	Audited
	<i>(in millions of €)</i>	
Profits (Losses) on disposal of investments	8	5
Income (Loss) before tax from continuing operations	3,237	3,455
Taxes on income from continuing operations	-1,155	-686
Income (Loss) after tax from continuing operations	2,082	2,769
Income (Loss) after tax from discontinued operations	694	169
Net income (loss)	2,776	2,938
Minority interests	-71	-133
Parent company's net income (loss)	2,705	2,805
Basic EPS – Euro	0.21	0.22
Diluted EPS – Euro	0.21	0.22

INTESA SANPAOLO
CONSOLIDATED HALF-YEARLY BALANCE SHEET
AS AT 30/06/2011

Assets	30/06/2011	31/12/2010
	Unaudited	Audited
	<i>(in millions of €)</i>	
Cash and cash equivalents	4,252	4,758
Financial assets held for trading	60,555	71,899
Financial assets designated at fair value through profit and loss	36,303	35,549
Financial assets available for sale	68,991	61,612
Investments held to maturity	2,856	3,839
Due from banks	43,194	42,737
Loans to customers	372,361	379,235
Hedging derivatives	5,058	7,377
Fair value change of financial assets in hedged portfolios (+/-)	61	92
Investments in associates and companies subject to joint control	2,694	2,716
Technical insurance reserves reassured with third parties	22	27
Property and equipment	5,391	5,455
Intangible assets	25,343	25,990
of which		
- goodwill	18,891	19,217
Tax assets	7,826	8,733
a) current	1,923	2,759
b) deferred	5,903	5,974
Non-current assets held for sale and discontinued operations	38	75
Other assets	9,728	8.663
Total assets	644,673	658,757

INTESA SANPAOLO
CONSOLIDATED HALF-YEARLY BALANCE SHEET
AS AT 30/06/2011

Liabilities and Shareholders' Equity	30/06/2011	31/12/2010
	Unaudited	Audited
	<i>(in millions of €)</i>	
Due to banks	49,665	52,860
Due to customers	211,341	221,064
Securities issued	176,036	179,983
Financial liabilities held for trading	38,215	45,045
Financial liabilities designated at fair value through profit and loss	24,729	26,144
Hedging derivatives	5,269	5,884
Fair value change of financial liabilities in hedged portfolios (+/-)	752	1,412
Tax liabilities	3,284	3,269
<i>a) current</i>	588	661
<i>b) deferred</i>	2,696	2,608
Liabilities associated with non-current assets held for sale and discontinued operations	-	-
Other liabilities	18,160	13,658
Employee termination indemnities	1,348	1,370
Allowances for risks and charges	3,014	3,280
<i>a) post employment benefits</i>	362	374
<i>b) other allowances</i>	2,652	2,906
Technical reserves	52,887	50,188
Valuation reserves	-937	-1,054
Redeemable shares	-	-
Equity instruments	-	-
Reserves	13,792	12,143
Share premium reserve	36,143	33,102
Share capital	8,546	6,647
Treasury shares (-)	-11	-10
Minority interests (+/-)	1,038	1,067
Net income (loss)	1,402	2,705
Total liabilities and shareholders' equity	644,673	658,757

INTESA SANPAOLO
CONSOLIDATED HALF-YEARLY STATEMENT OF INCOME
FOR THE SIX MONTHS ENDED 30/06/2011

The half-yearly financial information below includes comparative figures as at and for the six months ended 30th June, 2010.

	First half of 2011 Unaudited	First half of 2010 Unaudited
	<i>(in millions of €)</i>	
Interest and similar income	9,195	8,572
Interest and similar expense	-3,627	-3,389
Interest margin	5,568	5,183
Fee and commission income	3,176	3,212
Fee and commission expense	-620	-617
Net fee and commission income	2,556	2,595
Dividend and similar income	376	285
Profits (Losses) on trading	167	95
Fair value adjustments in hedge accounting	-29	-84
Profits (Losses) on disposal or repurchase of	475	152
<i>a) loans</i>	<i>12</i>	<i>-2</i>
<i>b) financial assets available for sale</i>	<i>457</i>	<i>153</i>
<i>c) investments held to maturity</i>	<i>-1</i>	<i>-</i>
<i>d) financial liabilities</i>	<i>7</i>	<i>1</i>
Profits (Losses) on financial assets and liabilities designated at fair value	-109	53
Net interest and other banking income	9,004	8,279
Net losses / recoveries on impairment	-1,395	-1,467
<i>a) loans</i>	<i>-1,343</i>	<i>-1,419</i>
<i>b) financial assets available for sale</i>	<i>-86</i>	<i>-47</i>
<i>c) investments held to maturity</i>	<i>-1</i>	<i>-</i>
<i>d) other financial activities</i>	<i>35</i>	<i>-1</i>
Net income from banking activities	7,609	6,812
Net insurance premiums	5,669	3,832
Other net insurance income (expense)	-6,089	-4,009
Net income from banking and insurance activities	7,189	6,635
Administrative expenses	-4,520	-4,594
<i>a) personnel expenses</i>	<i>-2,792</i>	<i>-2,802</i>
<i>b) other administrative expenses</i>	<i>-1,728</i>	<i>-1,792</i>
Net provisions for risks and charges	-88	-197
Net adjustments to / recoveries on property and equipment	-182	-194
Net adjustments to / recoveries on intangible assets	-348	-357
Other operating expenses (income)	236	252
Operating expenses	-4,902	-5,090
Profits (Losses) on investments in associates and companies subject to joint control	-128	11
Valuation differences on property, equipment and intangible assets measured at fair value	-	-
Goodwill impairment	-	-

	First half of 2011 Unaudited	First half of 2010 Unaudited
	<i>(in millions of €)</i>	
Profits (Losses) on disposal of investments	176	9
Income (Loss) before tax from continuing operations	2,335	1,565
Taxes on income from continuing operations	-888	-533
Income (Loss) after tax from continuing operations	1,447	1,032
Income (Loss) after tax from discontinued operations	-	691
Net income (loss)	1,447	1,723
Minority interests	-45	-33
Parent Company's net income (loss)	1,402	1,690
Basic EPS - Euro	0.11	0.13
Diluted EPS - Euro	0.11	0.13

DESCRIPTION OF THE COVERED BOND GUARANTOR

ISP CB Ipotecario S.r.l. has been established as a special purpose vehicle for the purpose of guaranteeing the Covered Bonds.

ISP CB Ipotecario S.r.l. was incorporated in the Republic of Italy as a limited liability company (*società a responsabilità limitata*) pursuant to Article 7-bis of Law 130, with fiscal code and registration number with the Milan Register of Enterprises No. 05936180966 and registered under No. 40386 in the general register held by *Unità di Informazione Finanziaria* established at the Bank of Italy pursuant to Article 106 of the Banking Law.

ISP CB Ipotecario S.r.l. belongs to the Intesa Sanpaolo Group and is subject to the direction and coordination (*direzione e coordinamento*), pursuant to Article 2497-bis of the Italian Civil Code, of Intesa Sanpaolo S.p.A.. Intesa Sanpaolo, with the 60 per cent. of the quota capital controls ISP CB Ipotecario S.r.l., which belongs to the Intesa Sanpaolo Group.

ISP CB Ipotecario S.r.l. was incorporated on 14 November 2007 and its duration shall be until 31 December 2100.

ISP CB Ipotecario S.r.l. has its registered office at Via Monte di Pietà 8, 20121 Milan, Italy and the telephone number of the registered office is +39.02.8796.3002 and the fax number is +39.02.8796.3226.

The authorised, issued and paid in quota capital of the Issuer is Euro 120,000.00.

Business Overview

The exclusive purpose of ISP CB Ipotecario S.r.l. is to purchase from banks, against payment, receivables and securities also issued in the context of a securitisation, in compliance with Article 7-bis of Law 130 and the relevant implementing provisions, by means of subordinated loans granted or guaranteed also by the selling banks, as well as to issue guarantees for the covered bonds issued by such banks or other entities.

ISP CB Ipotecario S.r.l. has granted the Covered Bond Guarantee to the benefit of the Covered Bondholders, of the counterparts of derivatives contracts entered into with the purpose to cover the risks inherent the purchased credits and securities and of the counterparts of other ancillary contracts, as well as to the benefit of the payment of the other costs of the transaction, with priority in respect of the reimbursement of the others loans, pursuant to paragraph 1 of Article 7-bis of Law 130.

Within the limits allowed by the provisions of Law 130, ISP CB Ipotecario S.r.l. can carry out the ancillary transactions to be stipulated in view of the performance of the guarantee and the successful conclusion of the issue of covered bonds in which it participates or, however, auxiliary to the aim of its purpose, as well as the re-investment in other financial activities of the assets deriving from the management of the credits and the securities purchased, but not immediately invested for the satisfaction of the Covered Bondholders' rights.

Since the date of its incorporation, ISP CB Ipotecario S.r.l. has not engaged in any business other than the purchase of the Portfolio and the entering into of the Transaction Documents and other ancillary documents.

So long as any of the Covered Bonds remain outstanding, ISP CB Ipotecario S.r.l. shall not, without the consent of the Representative of the Covered Bondholders, incur any other indebtedness for borrowed monies or engage in any business (other than acquiring and holding the assets backing the Covered Bond Guarantee, assuming the Subordinated Loan, issuing the Covered Bond Guarantee and entering into the Transaction Documents to which it is a party), pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person or convey or transfer its property or assets to any person (otherwise than as contemplated in the Conditions or the Intercreditor Agreement) or guarantee any additional quota.

ISP CB Ipotecario S.r.l. will covenant to observe, *inter alia*, those restrictions which are detailed in the Intercreditor Agreement.

Administrative, Management and Supervisory Bodies

The directors of the Covered Bond Guarantor are:

<u>Director</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
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Bruno Dotti	Chairman	-
Luigi Borrè	Director	Chartered accountant and auditor at Studio Prof. Angelo Provasoli and Pro&Co Studio Associato
		Professor at Università Bocconi and SDA Bocconi of Milan Professor of Economics at Università del Piemonte Orientale
Paola Fandella	Director	Performs administrative, management and supervisory functions in Orienta SGR S.p.A.
		Professor of Financial Intermediaries' economics at Università Cattolica del S. Cuore of Milan
		Professor at the Faculty of Economics of Università Cattolica del S. Cuore of Milan – Scientific and Disciplinary SECS P11 Division
		Researcher at the Faculty of Economics of Università Cattolica del S. Cuore of Milan

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The statutory auditors of the Covered Bond Guarantor are:

<u>Statutory Auditor</u>	<u>Position</u>	<u>Principal activities performed outside Intesa Sanpaolo</u>
Nicola Bruni	Chairman	Performs administrative, management and supervisory functions in the following companies: Linear Life S.p.A., UGF Merchant Banca per le Imprese SpA, UGF Banca S.p.A., Unisalute S.p.A. Biotechnica Instruments SpA
Giuseppe Dalla Costa –	Statutory auditor (regular)	Performs administrative, management and supervisory functions in the following companies: Aries SpA, Fidicommet, Emva, Fondazione Yulm, PSTL.
Eugenio Braja	Statutory auditor (regular)	-
Carlo Maria Bertola	Statutory auditor (alternate)	Performs administrative, management and supervisory functions in the following companies: Akhela S.r.l., Angelo

		Moratti S.p.A., Arcola Petroliera S.p.A., Borghesi Colombo Ass. S.p.A., Compuware S.p.A., Deborah Group S.p.A.
Renzo Mauri	Statutory auditor (alternate)	Controls MA Service S.r.l.

All the statutory auditors are registered with the Register of the Statutory Auditors (*Albo dei Revisori Contabili*).

The business address of each member of the Board of Directors and the Board of Statutory Auditors is ISP CB Ipotecario S.r.l., Via Monte di Pietà 8, 20121 Milan.

Conflicts of interest

There are no potential conflicts of interest between the duties of the directors and their private interest or other duties.

Quotaholders

The Quotaholders are as follows:

Intesa Sanpaolo	60 per cent. of the quota capital;
Stichting Viridis 2	40 per cent. of the quota capital.

Intesa Sanpaolo, with the 60 per cent. of the quota capital controls the Covered Bond Guarantor, which belongs to the Intesa Sanpaolo Group. In order to avoid any abuse, certain mitigants have been inserted in the Quotaholders' Agreement, as better described below.

The Quotaholders' Agreement

The Quotaholders' Agreement contains, *inter alia*, a call option in favour of Intesa Sanpaolo to purchase from Stichting Viridis 2, and a put option in favour of Stichting Viridis 2 to sell to Intesa Sanpaolo, the quota of the Covered Bond Guarantor held by Stichting Viridis 2 and provisions in relation to the management of the Covered Bond Guarantor. Each option may only be exercised from the day on which all the Covered Bonds have been redeemed in full or cancelled.

In addition, the Quotaholders' Agreement provides that no Quotaholder of the Covered Bond Guarantor will approve the payments of any dividends or any repayment or return of capital by the Covered Bond Guarantor prior to the date on which all amounts of principal and interest on the Covered Bonds and any amount due to the Other Creditors have been paid in full.

Financial Information concerning the Covered Bond Guarantor's Assets and Liabilities, Financial Position, and Profits and Losses

The financial information of the Covered Bond Guarantor derive from the statutory financial statements of the Covered Bond Guarantor as at and for the year ended on 31 December 2009 and 31 December 2010. They are prepared in accordance with IAS/IFRS Accounting Standards principles in respect of which an audited report has been delivered by Reconta Ernst and Young S.p.A. on 18 February 2010 and on 10 March 2011, respectively. Such financial statements, together with the report of Reconta Ernst and Young S.p.A. and the accompanying notes, are incorporated by reference into this Base Prospectus. The financial information are incorporated by reference into this Base Prospectus (see the section headed "Documents incorporated by reference").

Capitalisation and Indebtedness Statement

The capitalisation of the Covered Bond Guarantor as at the date of this Base Prospectus is as follows:

Quota capital Issued and authorised

Intesa Sanpaolo has a quota of Euro 72,000 and Stichting Viridis 2 has a quota of Euro 48,000, each fully paid up.

Total capitalisation and indebtedness

Save for the foregoing and for the Covered Bond Guarantee and the Subordinated Loan, in accordance with the Subordinated Loan Agreement, at the date of this document, the Covered Bond Guarantor has no

borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Auditors

Reconta Ernst and Young S.p.A., which is also a member of Assirevi, the Italian association of auditing firms, has been appointed to perform the audit of the financial statements of the Covered Bond Guarantor as at and for years ended on 31 December 2009 and 31 December 2010. Copies of the financial statements of the Covered Bond Guarantor for each financial year could be inspected and obtained free of charge during usual business hours at the specified offices of the Administrative Services Provider and the Luxembourg Listing Agent.

Documents on Display

For the life of the Base Prospectus the following documents may be inspected at the specified offices of the Administrative Services Provider and the Luxembourg Listing Agent:

- (a) the memorandum and articles of association of the Covered Bond Guarantor;
- (b) Covered Bond Guarantor audited annual financial statements in respect of (i) the financial year ended on 31 December 2010 and (ii) the most recent financial year;
- (c) all reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the Covered Bond Guarantor's request any part of which is included or referred to in the Base Prospectus;
- (d) the historical financial information of the Covered Bond Guarantor or, in the case of a group, the historical financial information of the Covered Bond Guarantor and its subsidiary undertakings for each of the two financial years preceding the publication of the Base Prospectus.

DESCRIPTION OF THE ASSET MONITOR

The BoI OBG Regulations require that the Issuer appoints a qualified entity to be the asset monitor to carry out specific controls on the regularity of the transaction and the integrity of the Covered Bond Guarantee.

Pursuant to the BoI OBG Regulations, the asset monitor must be an independent auditor, enrolled with the special register of accounting firms held by the *Commissione Nazionale per le Società e la Borsa* (CONSOB) pursuant to article 161 of the Financial Law, and shall not be the audit firm of the Issuer or of the Covered Bond Guarantor.

Based upon controls carried out, the asset monitor shall prepare annual reports, to be addressed also to the competent supervisory body (*Consiglio di Sorveglianza*) of the Issuer.

The Asset Monitor is KPMG S.p.A., a joint stock company incorporated under the laws of the Republic of Italy and member firm of KPMG network of independent member firms affiliated with KPMG International, a Swiss cooperative, having its registered office at Via Vittor Pisani 25, Milan, fiscal code and enrolment with the companies register of Milan No. 00709600159, and enrolled under No. 13 with the special register of accounting firms held by the *Commissione Nazionale per le Società e la Borsa* (CONSOB) pursuant to article 161 of the Financial Law.

Pursuant to an engagement letter entered into on or about the Programme Date between the Issuer and the Asset Monitor, the Issuer has appointed the Asset Monitor in order to perform, subject to receipt of the relevant information from the Issuer, specific monitoring activities concerning, *inter alia*, (i) the compliance with the eligibility criteria set out under MEF Decree with respect to the Eligible Assets and Integration Assets included in the Portfolios; (ii) the compliance with the limits on the transfer of Eligible Assets and Integration Assets set out under MEF Decree; and (iii) the effectiveness and adequacy of the risk protection provided by any swap agreement entered into in the context of the Programme.

The engagement letter is in line with the provisions of the BoI OBG Regulations in relation to the reports to be prepared and submitted by the Asset Monitor also to the competent supervisory body (*Consiglio di Sorveglianza*) of the Issuer.

The engagement letter provides for certain matters such as the payment of fees and expenses by the Issuer to the Asset Monitor and the resignation of the Asset Monitor.

The engagement letter is governed by Italian law.

Furthermore, on the Programme Date, the Issuer, the Calculation Agent, the Asset Monitor, the Covered Bond Guarantor and the Representative of the Covered Bondholders entered into the Asset Monitor Agreement, as more fully described under "*Description of the Transaction Documents — Asset Monitor Agreement*".

DESCRIPTION OF THE PORTFOLIO

The Portfolio (i) consists of the Initial Portfolio, which, in turn, consists of the Initial MBS Notes issued on 4 August 2008 by Adriano Finance S.r.l. in the context of a securitisation transaction governed by Law 130 assigned to the Covered Bond Guarantor by the Seller in accordance with the terms of the Master Transfer Agreement (ii) Further Portfolios, which, in turn, consist of Mortgage Loans assigned by the Seller to the Covered Bond Guarantor, and will include (iii) any Further Portfolio comprising Eligible Assets and/or Integration Assets assigned from time to time to the Covered Bond Guarantor by the Seller (or any Additional Seller) in accordance with the terms of the Master Transfer Agreement.

Under the Master Transfer Agreement, the Seller and the Covered Bond Guarantor have agreed that the following criteria shall be applied on the relevant Selection Date in selecting the assets that will be transferred to the Covered Bond Guarantor in accordance with the provisions thereof.

Criteria applicable to the Eligible Assets constituted by Receivables

Each of the Receivables included in any Further Portfolio shall comply, as of the relevant Selection Date, with the following criteria (the **General Criteria**):

- (a) in case of Receivables arising from residential mortgage loans (*mutui ipotecari residenziali*):
 - (i) receivables in respect of which the relevant principal amount outstanding, added to the principal amount outstanding of any preceding mortgage loans secured by the same property, does not exceed 80 per cent. of the value of the property, in accordance with the MEF Decree;
 - (ii) receivables in respect of which the hardening period (*periodo di consolidamento*) applicable to the relevant mortgage has elapsed and the relevant mortgage is not capable of being challenged pursuant to Article 67 of the Insolvency Law or, if applicable, Article 39, fourth paragraph of the Banking Law;
 - (iii) receivables arising from loans granted by Intesa Sanpaolo or a bank being part of the Intesa Sanpaolo Group at the time of the relevant assignment;
 - (iv) receivables arising from mortgage loans which are governed by Italian law;
 - (v) receivables which are not qualified as defaulted (*in sofferenza*), within the meaning ascribed to such term under the BoI Regulations;
 - (vi) receivables arising from mortgage loans which provide for the payment by the debtor of monthly, quarterly or semi-annual instalments;
 - (vii) receivables arising from mortgage loans which have been granted to consumer - producer households (*famiglie produttrici o consumatrici*) (also acting in the form of informal partnership (*società semplice and società di fatto*) or individual concerns (*impresa individuale*));
 - (viii) receivables arising from mortgage loans which are fully disbursed;
 - (ix) receivables arising from mortgage loans which do not provide for any subsidy or other benefit in relation to principal or interest (*mutui agevolati*);
 - (x) receivables arising from mortgage loans which have not been granted to employees of companies being part of the Intesa Sanpaolo Group, or jointly (*in cointestazione*) with them;
- (b) in case of Receivables arising from commercial mortgage loans (*mutui ipotecari commerciali*):
 - (i) receivables in respect of which the relevant principal amount outstanding, added to the principal amount outstanding of any preceding mortgage loans secured by the same property, does not exceed 60 per cent. of the value of the property, in accordance with the MEF Decree;
 - (ii) receivables in respect of which the hardening period (*periodo di consolidamento*) applicable to the relevant mortgage has elapsed and the relevant mortgage is not capable of being challenged pursuant to Article 67 of the Insolvency Law and, if applicable, of Article 39, fourth paragraph of the Banking Law;
 - (iii) receivables arising from loans granted by Intesa Sanpaolo or a bank being part of the Intesa Sanpaolo Group at the time of the relevant assignment;
 - (iv) receivables arising from loans which are governed by Italian law;

- (v) receivables which are not qualified as defaulted (*in sofferenza*), within the meaning ascribed to such term under the BoI Regulations;
- (vi) receivables arising from loans which provide for the payment by the debtor of monthly, quarterly or semi-annual instalments;
- (vii) receivables arising from loans which are fully disbursed;
- (viii) receivables arising from loans which do not provide for any subsidy or other benefit in relation to principal or interest (*mutui agevolati*);
- (ix) receivables arising from mortgage loans which have not been granted to employees of companies which are part of the Intesa Sanpaolo Group, or jointly (*in cointestazione*) with them.

All Receivables included in any relevant Portfolio shall also comply with the Specific Criteria set out under the relevant Transfer Agreement.

Criteria applicable to the Eligible Assets constituted by MBS Notes

Each of the MBS Notes included in any Portfolio shall comply, as of the relevant Selection Date, with the following characteristics:

- (i) the MBS Portfolio shall be constituted, for at least 95 per cent., of receivables or securities indicated under Article 2, Paragraph 1 (a) and (b) of the MEF Decree;
- (ii) the risk weight applicable to the MBS Notes shall not exceed 20 per cent. in accordance with the Bank of Italy's prudential regulations for banks - standardised approach;
- (iii) the MBS Portfolio shall be constituted by receivables arising from mortgage loans originated by the Seller or a bank being part of the Intesa Sanpaolo Group;
- (iv) the MBS Notes shall be governed by Italian law;
- (v) the Seller or a bank being part of the Intesa Sanpaolo Group retains or will retain the whole first loss tranche supporting such MBS Notes.

In addition, as of 2 August 2010, the Initial MBS Notes complied with the eligibility criteria provided by the Eurosystem in respect of assets to be accepted as collateral for a repurchase transaction with a national central bank of a Member State in the European Union.

Criteria applicable to Integration Assets constituted by Receivables

Each of the Receivables shall comply, as of the relevant Selection Date, with the criteria set out above under paragraph "*Criteria applicable to the Eligible Assets constituted by Receivables*".

Characteristics applicable to Integration Assets constituted by MBS Notes

Each of the MBS Notes shall comply, as of the relevant Selection Date, with the characteristics set out above under paragraph "*Characteristics applicable to Eligible Assets constituted by MBS Notes*".

Further Eligible Assets

Pursuant to the provisions of the Master Transfer Agreement, only for purposes of Integration Assignments, the Seller shall have the right to transfer to the Covered Bond Guarantor securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree, provided that the aggregate amount of such assets, together with any assets referred to under Article 2, Paragraph 1 (b) of the MEF Decree and any MBS Notes whose underlying MBS Portfolio is constituted by assets indicated under Article 2, Paragraph 1 (b) of the MEF Decree, may not amount to more than 10 per cent. of the aggregate nominal value of the Portfolio.

Characteristics applicable to Integration Assets constituted by Securities other than MBS Notes

Each of the Securities (other than the MBS Notes) shall comply, as of the relevant Selection Date, with the following characteristics set out under the MEF Decree:

- (a) the issuing bank shall have its registered office in an Eligible State or in a State which attract a risk weight factor equal to 0 per cent. under the "standardised approach" to credit risk measurement; and

(b) such Securities shall have a residual maturity not longer than one year.

Eligible States shall mean any States belonging to the European Economic Space, Switzerland and any other State attracting a zero per cent. risk weight factor in accordance with the Bank of Italy's prudential regulations for banks - standardised approach.

"standardised approach" is the approach to credit risk measurements as defined under Directive 2006/48/EC.

For the purposes of this section, **Intesa Sanpaolo Group** means the banking group constituted by Intesa Sanpaolo S.p.A. and the banks or companies which were from time to time part of the "Gruppo Intesa" and the "Gruppo Sanpaolo IMI".

COLLECTION AND RECOVERY PROCEDURES

A. Performing Mortgage Loans

Payment Procedures

The payment procedures will be described depending on the origination group of the loans and the relevant IT procedures: the procedure “M0” in the case of loans originated by the ex Banca Intesa group and the procedure “CMLT” in the case of loans originated by the ex-Sanpaolo IMI group.

M0 Procedure: almost all the mortgage loans begin to amortise on the first day of the amortisation period (which may be monthly, quarterly, semi-annual, annual or other) falling after the execution date of the mortgage loan agreement (except where the mortgage loan agreements provide for pre-amortisation periods). From the date of execution of the agreement to the start date of the amortisation, the borrower is only required to pay interest.

CMLT Procedure: almost all the mortgage loans begin to amortise on the first day of the second month falling after the execution date of the mortgage loan agreement (except where the mortgage loan agreements provide for pre-amortisation periods). From the date of execution of the agreement to the start date of the amortisation, the borrower is only required to pay interest.

In both cases, the payment of the instalments under the mortgage loans can be mainly effected as follows:

- (i) by direct debit from the current account of the borrower, held with any branch of Intesa Sanpaolo;
- (ii) by submitting the payment advice slip (**MAV** - “*Pagamento Mediante Avviso*”, at a branch of Intesa Sanpaolo or at another bank using the MAV system, including post offices;
- (iii) by direct debit from the current account of the borrower, held with another bank (“**RID**”);
- (iv) by payment made at a branch of Intesa Sanpaolo and/or by a transfer from another bank.

Intesa Sanpaolo requests any person applying for a mortgage loan to hold a current account with Intesa Sanpaolo, from which payments are made by direct debit (even though not all Borrowers have a current account with Intesa Sanpaolo or pay their Instalment by direct debit).

Direct debit payments from current accounts held with Intesa Sanpaolo

Where payments are made by direct debit from a current account held with Intesa Sanpaolo, a procedure is in place which identifies all the instalments falling due on a specific day and debits the current account of the borrower (on such a day and taking into account any grace period). Where a current account of the borrower does not have sufficient funds to its credit, the account will still be debited, and the IT system will automatically flag to each branch, on a daily basis, the list of instalments made which have caused a current account to exceed its limit. The relevant branch can then transfer the said instalment back to the current account of the borrower.

Any default is immediately registered on the IT systems of Intesa Sanpaolo. The status of payments of a mortgage loan in any case can be checked at any time.

Payments by direct debit – “RID”

In order to facilitate the making of payments by the borrowers and to offer borrowers services increasingly aimed at meeting their needs, it is also possible for the borrowers to make the payments of instalments due by authorising direct debit payments (“*RID*”) to current accounts held with other banks. Such instruction to debit accounts held with other banks, only to be carried out upon the explicit request of the relevant borrower, is an alternative to the debiting to a current account open with Intesa Sanpaolo. This option is interesting in respect of the management of borrowers operating with other credit institutions. This service contributes to minimising the number of mortgage loans which are not linked to a current account.

A few days prior to the instalments falling due in relation to the amounts to be collected by direct debit, the flows of amounts due are automatically determined by Intesa Sanpaolo and notified to the relevant correspondent banks. On the day on which such instalment is payable in accordance with the direct debit mandate, the IT direct debit system credits the collections (“*salvo buon fine*”) subject to the availability of funds to a transitional account, and on the same day the “*Mutui*” procedure debits the amounts of the instalment due to such account so as to offset the credited amount.

Where such direct debit cannot be effected by the correspondent banks, the instalment payment is automatically transferred back to the transitional account by the IT direct debit system. In the M0 procedure, such payments back are made directly by the central administration while in the CMLT procedure, such payments are made by the relevant branch. In view of the time that it takes for the banks with which the borrowers' accounts are held to return the credited amounts ("*salvo buon fine*") and the subsequent processing time, the instalment only appears as paid (or unpaid) approximately twenty days after the instalment falls due in the M0 Procedure and thirty days after the instalment falls due in the CMLT Procedure.

The payment advice slip – (MAV) – “Pagamento Mediante avviso”

In order to ensure a faster registration of the payments made against the payment of mortgage loan instalments with other credit institutions and making the relevant procedure automatic, a payment advice slip was prepared in standard interbank form, which permits the automatic interbank payment system to be used to credit the amounts received to Intesa Sanpaolo.

The payment advice slip (MAV) is a paper form which can be presented to make payment at any bank which uses such a system (i.e. virtually all Italian banks and post offices). In the M0 procedure, Intesa Sanpaolo sends such form to the borrower, before the instalment payment is due, approximately forty days, in case of a mortgage loan payable on a semi-annual basis or on a quarterly basis, while such procedure is not applicable in case of a mortgage loan payable on a monthly basis. If the payment is then made with a branch of Intesa Sanpaolo, the relevant registration is made in real time. If the borrower makes such payment with another bank, an electronic data flow concerning all the details of such payment is transferred to Intesa Sanpaolo.

Any payment made with another bank (and transferred electronically) is normally received within three days of the date of such payment.

In the CMLT procedure, Intesa Sanpaolo sends such form to the borrower, before the instalment payment is due, approximately sixty days, in case of a mortgage loan payable on a semi-annual basis, forty five days, in case of a mortgage loan payable on a quarterly basis and twenty days, in case of a mortgage loan payable on a monthly basis. If the payment is then made with a branch of Intesa Sanpaolo, the relevant registration is made in real time. If the borrower makes such payment with another bank, an electronic data flow concerning all the details of such payment is transferred to Intesa Sanpaolo.

The use of the automatic interbank payment system, in addition to accelerating the transfer of data and providing timely updates on the mortgage files, also minimises the manual work that needs to be carried out by Intesa Sanpaolo in order to monitor the documented money transfers received from other banks.

Any payment made with another bank (and transferred electronically) is normally received within three days of the date of such payment.

B. Performing Securities

Payment Procedures

All principal redemption amounts, interest payments and any other amounts due for any reason in relation to the Securities will be credited by Monte Titoli or Clearstream (as the case may be) to the custodian bank in favour of the securities account opened and maintained in the name of the Covered Bond Guarantor, through the specific segregated liquidator account, properly opened with Monte Titoli or Clearstream. The custodian bank automatically and promptly pays the amounts collected as follows:

- any principal amount to the Principal Securities Collection Account; and
- any interest amount to the Interest Securities Collection Account

(jointly, the **Securities Collection Accounts**),

in accordance with the Cash Management and Agency Agreement.

Further payments

If, for any reason, the Servicer receives any collections, the Servicer shall carry out a reconciliation of the amounts received within 20 (twenty) days from the receipt of such amount by the Debtors and credit to the relevant Securities Collection Account, in respect of principal and interest, such sums received and

reconciled within 3 (three) Business Days following the reconciliation of such amounts and with value date corresponding to the collection date by the Servicer.

Collection verification

Further to any payment date of each Security, as set forth under the relevant Securities documents, the Servicer will verify that the amounts due as principal, interest or for any other reason due in relation to each Security have been credited on the relevant Securities Collection Account, in respect of principal and interest, with value date corresponding to the relevant payment date of each Securities, as set forth under the relevant Security documents.

C. The Management of Mortgage Loans in Arrears (*crediti con arretrati*)

The management procedures of the problematic claims have been structured to enable prompt action to be taken in relation to any borrowers who are in arrears with their payments. The loan may therefore be intercepted by Intesa Sanpaolo with regard to several indicators (level of risk of any debtor and level of risk of the economic group, rating, *Sconfino*, ratio of installments in arrears), which enable the bank to take the most appropriate measures and decisions with regard to the borrower and the recovery of the unpaid amounts.

Once the loan (or the borrower, as the case may be) is intercepted, the bank uses a set of different processes. In case of a borrower having only mortgage loans or other kind of loans based on the payment of instalments, the relevant process is the *Processo Rateale*. In case of borrowers having other kind of credit products in place with the bank (eg. the possibility to draw a credit line), the other process are: *Processo Basso Valore*, *Processo Rischio Medio*, *Processo Rischio Alto*.

In the *Processo Rateale* a Mortgage Loan is intercepted when the ratio of the sum of instalment payments in arrears and default interest divided by the last due instalment in relation to the following payment periods is greater than or equal to 1. The process is divided into three steps. The first, *Gestione Filiale* status, is the management of the loan made at the branch level with the support by the telephone contact unit, and has a duration of 60 days. The second automatic step is the *Valutazione Specialista*, which has a duration of 30 days: the relevant branch transfers the responsibility for the management of such Loan position to the credit specialist in charge at the Area level (*Addetto Ufficio Crediti di Area*). The credit specialist may also rely on the telephone contact unit. If this second step is also unsuccessful, the loan is automatically classified as *Rischio in Osservazione*, divided in two phases having target duration of 60 days each, that can be followed by the status *Proroga Rischio in Osservazione* (another 60 days). The purpose of the *Rischio in Osservazione* status is to preserve the relationship with the borrower.

The loan is subsequently classified as *Incaglio* (maximum duration 180 days): (i) automatically if no success is obtained from the *Rischio in Osservazione* status or if the borrower is in a *Sconfino* status (as defined below) or (ii) automatically if the loan is to be classified as *Incaglio Oggettivo* according to the provisions of the Bank of Italy, or (iii) manually by the bank's officers (at the branch level, the Area level or by the Bank's Credit Department) at any moment of the managing process, if deemed appropriate.

The *Sconfino* status is a daily and automatic interception by the IT system arising when (i) the total exposure of a borrower (eg. current account, mortgage) is in arrears or the cash account is negative for more than 180 days with no interruption - and (ii) such amount in arrears must be greater than 5% of the client's total exposure.

The loan manager of the bank may also decide to mandate external companies for the activities related to the management and recovery of the loans in arrears granted to households and clients belonging to the small business segment, being classified as *Rischio in Osservazione* or deteriorated (*Incaglio*, *Sconfino*, restructured loan).

According to the provisions of the Bank of Italy, the total exposure of a borrower who is insolvent or bankrupt or is in the process of being declared insolvent or bankrupt or who has an equivalent status, is considered as "*in sofferenza*" (even where no judgment has yet been given in relation to such insolvency), regardless of any debt predictions which may have been drawn up by Intesa Sanpaolo or any valuations made in relation to guarantees.

In each case, in the Programme, a mortgage loan will be considered as being a Defaulted Loan if the loan is classified as "*in sofferenza*" according to the provisions of the Bank of Italy (as defined above) and, in any event, where the ratio of the sum of instalment payments in arrears divided by the last due instalment is

greater than or equal to (i) 10, in the case of a mortgage loan payable on a monthly basis, (ii) 4 in the case of a mortgage loan payable on a quarterly basis and (iii) 2 in the case of a mortgage loan payable on a semi-annual basis.

In the case of a mortgage loan with overdue payments, only the term of the amortisation plan may be renegotiated, while all other economic conditions provided for by contract, including the frequency of instalments, are to be maintained. As to the positions classified as *Rischio in Osservazione*, *Sconfino* or *Incaglio*, the proposal of a renegotiation of the Mortgage Loan to the relevant client must obtain previous clearance by the relevant department (*Organo Superiore competente*).

The characteristics of such renegotiation are as follows, subject to renegotiations made under laws or regulations or agreements promoted by relevant authorities or trade associations (associazioni di categoria), existing or to be enacted or reached:

- (i) repayment of the amount of the overdue and unpaid instalments together with the outstanding debt over a period longer than the then residual life of the Mortgage Loan (in any case compliant with the policies of the bank applicable from time to time);
- (ii) collection of overdue interest accrued and not paid over the last six months;
- (iii) suspension of 20% (up to Euro 51,600) of the default interest recorded as at the due date of the instalment immediately preceding the renegotiation and obligation to collect the remaining 80%;
- (iv) the maximum term of the loan is currently 40 years from the initial registration of the Mortgage.

A loan is deemed to be “restructured” if it meets both the following conditions:

- (i) deterioration of the economic and financial situation of the debtor (except for the Country Risk); and
- (ii) a loss exists under such loan.

The meeting of the second condition is determined by a comparison between the current values of the expected cashflows before and after the restructuring.

The renegotiations involving amendments of the economic terms fall within such category; in that case, the loans shall be classified as restructured loans.

The characteristics of the restructuring are substantially the same than the renegotiations.

D. The Management of the Defaulted Loans Classified as “*in sofferenza*”

Pursuant to the Servicing Agreement, the Servicer shall (i) establish when a Mortgage Loan is to be classified as “*in sofferenza*” in accordance with the provisions of the Bank of Italy; (ii) inform the Special Servicer of any Mortgage Loan being classified as “*in sofferenza*”; and (iii) provide the relevant Special Servicer with all relevant information and documentation.

Intesa Sanpaolo is responsible for the recovery of moneys under defaulted loans classified as “*in sofferenza*”, which management will be entrusted thereto in accordance with the provisions of the Servicing Agreement. In accordance with and subject to the provisions of the Servicing Agreement, Intesa Sanpaolo (as Special Servicer) may also select an entity (the Second Special Servicer), which may be prepared to carry out, in respect of certain defaulted loans classified as “*in sofferenza*”, activities substantially similar to the activities carried out by the Special Servicer under the Servicing Agreement.

The defaulted loans will be handled by the claims recovery departments (*Presidi Recupero Crediti*), which shall immediately implement the most suitable recovery actions. When resolving upon the course of action for the recovery of the claims, both legal proceedings and out-of-court settlements shall carefully be considered, in terms of costs-benefits, in view of, among other things, the financial implication of the estimated recovery times.

A judicial action will be carried out as follows:

- (i) by Intesa Sanpaolo, to the extent possible, for actions to be taken by the parties (*atti di parte*) (e.g. timely proving in bankruptcy, declaration of credit in insolvency proceedings, etc.) or for judicial acts carried out with the assistance of in-house counsels,

and

- (ii) by appointing external counsel for judicial initiatives (e.g. injunction decree (*decreto ingiuntivo*), and foreclosure proceedings, etc), whose activity will be closely supervised.

As for the recovery activity of positions having a significant value, an initial assessment will be carried out and all the urgent and necessary actions will be implemented to maximise the chance of recovery of the claim. The best operating strategy will then be devised in order to maximise the recovery within the shortest possible period of time and, in particular, it may be resolved:

- (a) to carry out the direct recovery of the individual claim (whether in the framework of a judicial action or by an out-of-court procedure);
- (b) to entrust the recovery to external companies (almost exclusively in the case of positions of negligible amount);
- (c) to carry out transfers of individual claims without recourse (*pro soluto*).

E. Defaulted Securities – Monitoring of events of default

The Servicer shall monitor on a continuing basis the financial performance of the Securities and the fulfilment of the Debtors' obligations in respect of the Securities, and shall classify as Defaulted Securities the Securities (i) whose issuer has been classified as "in default"; (ii) that may be considered "in default" in accordance with the provisions of the relevant Securities documents provided that an acceleration notice has been served by the relevant representative of the noteholders or trustee, and (iii) that have been delinquent for more than 30 Business Days starting from the maturity date provided for under the relevant Securities documents (this latter case could include both Securities in respect of which the relevant Securities documents provide for the classification of Securities as in "default" for non payment for more than 30 Business Days and Securities in respect of which no particular term is provided for under the relevant Securities documents).

F. Renegotiations of Mortgage Loans

Under the Servicing Agreement, the Servicer has been granted certain powers to renegotiate the Mortgage Loans (with respect to duration and interest rate). In addition, the Servicer may, *inter alia*, allow payment holidays for up to twelve months in extraordinary circumstances (e.g. to the benefit of borrowers who have recently become unemployed, those who receive redundancy payments, divorced or separated with dependant children and individual debtors working in the areas of the Abruzzo Region that were affected by the 6 April 2009 earthquake as such areas have been identified in accordance with the provisions of Italian law decree No. 39 of 28 April 2009, converted into law, with amendments, by Italian law No. 77 of 24 June 2009, from August 2009 up to April 2010). Penalty interest shall not accrue on the instalments for which payment has been suspended in accordance with the above and the term of the Mortgage Loan will be extended to allow payment of the suspended instalments. Furthermore, the Servicer will allow payment holidays in connection with other laws or regulations or agreements promoted by relevant authorities or trade associations (*associazioni di categoria*), existing or to be enacted or reached, as the recently enacted Fondo di solidarietà pursuant to Ministerial Decree number 132 issued by the Ministry of Economy and Finance on 21 June 2010 and published in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) on 18 August 2010, which provides for a suspension period up to eighteen months.

CREDIT STRUCTURE

The Covered Bonds (*obbligazioni bancarie garantite*) will be direct, unsecured, unconditional obligations of the Issuer guaranteed by the Covered Bond Guarantor. The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until (i) the occurrence of an Article 74 Event or an Issuer Event of Default, service by the Representative of the Covered Bondholders on the Covered Bond Guarantor of either an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay, or (ii) the occurrence of a Covered Bond Guarantor Event of Default and service by the Representative of the Covered Bondholders of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor. The Issuer will not be relying on payments by the Covered Bond Guarantor under the Subordinated Loan in order to pay interest or repay principal under the Covered Bonds.

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to Covered Bondholders:

- (i) the Covered Bond Guarantee provides credit support to the Issuer;
- (ii) the Tests are intended to ensure that the Portfolio is sufficient to repay the Covered Bonds at all times;
- (iii) among the Tests: (i) the Nominal Value Test is intended to maintain the sufficiency of the Covered Bond Guarantor's assets in respect of the Covered Bonds and (ii) the Amortisation Test is intended to test the sufficiency of the Covered Bond Guarantor's assets in respect of the Covered Bonds following the occurrence of an Issuer Event of Default and service of a Notice to Pay on the Covered Bond Guarantor;
- (iv) the Pre-Maturity Liquidity Test is intended to trigger the provision of liquidity for Hard Bullet Covered Bonds when the Issuer's credit ratings fall below a certain level;
- (v) extendable maturity provisions are applicable to all Series of Covered Bonds other than Hard Bullet Covered Bonds as specified in the relevant Final Terms.

Certain of these factors are considered in more detail in the remainder of this section.

Covered Bond Guarantee

The Covered Bond Guarantee provided by the Covered Bond Guarantor guarantees payment of the Guaranteed Amounts on the Due for Payment Date in respect of all Covered Bonds issued under the Programme. The Covered Bond Guarantee will not guarantee any other amount payable in respect of the Covered Bonds for any other reason, including any accelerated payment following the occurrence of an Issuer Event of Default or an Article 74 Event. In this circumstance (and until a Covered Bond Guarantor Event of Default occurs and a Covered Bond Guarantor Acceleration Notice is served), the Covered Bond Guarantor's obligations will only be to pay the Guaranteed Amounts on the Due for Payment Date.

See paragraph headed "*Covered Bond Guarantee*" under the section headed "*Description of the Transaction Documents*", as regards the terms of the Covered Bond Guarantee.

Under the terms of the Portfolio Administration Agreement, the Issuer must ensure that the Portfolio is in compliance with the Tests described below on each Calculation Date or on any other date on which the verification of the Tests is required pursuant to the Transaction Documents.

If on any Calculation Date the Portfolio is not in compliance with the Mandatory Tests, then the Seller and, should the Seller fail to do so, any Additional Sellers, provided that the conditions indicated under the relevant Master Transfer Agreement are met, shall sell Eligible Assets or Integration Assets to the Covered Bond Guarantor in an amount sufficient to allow the Mandatory Tests to be met as soon as possible, in accordance with the relevant Master Transfer Agreement. To facilitate such a sale, the Seller and/or any Additional Seller shall grant additional amounts under the relevant Subordinated Loan for the purposes of funding the purchase of Eligible Assets or Integration Assets. If a breach of the Mandatory Tests is not remedied and for so long as such breach is continuing, no further Series of Covered Bonds will be issued and no payments under the Subordinated Loan will be effected.

Tests

For so long as any Covered Bond remains outstanding and provided that no Issuer Event of Default has occurred, the Issuer shall procure that, on a continuing basis (provided that such obligation shall be deemed to be complied with if the following mandatory tests are satisfied on each Calculation Date and/or on each other date on which those mandatory tests are to be carried out pursuant to the provisions of the Portfolio Administration Agreement and the other Transaction Documents), the following mandatory tests are satisfied and verified on each Calculation Date or any other date on which the verification of the Mandatory Tests is required pursuant to the Transaction Documents.

1. *Nominal Value Test*

Prior to the occurrence of an Issuer Event of Default, the Nominal Value of the Portfolio shall be greater than or equal to the aggregate Outstanding Principal Balance of all Series of Covered Bonds (the **Nominal Value Test**).

Nominal Value of the Portfolio will be an amount calculated on each Calculation Date by applying the following formula (without double-counting):

$$A + R + B + D + C - X - Y - Z$$

where,

"A" stands for the aggregate **Adjusted Outstanding Principal Balance** of each Mortgage Loan, which shall be the lower of:

- (i) the Outstanding Principal Balance of the relevant Mortgage Loan as calculated by reference to the relevant Collection Date; and
- (ii) the Latest Valuation relating to the Real Estate Asset of the relevant Mortgage Loan multiplied by M,

where

- (a) for all Residential Mortgage Loans that are not Defaulted Loans, $M = 0.80$;
- (b) for all Commercial Mortgage Loans that are not Defaulted Loans, $M = 0.60$, subject in any case to the Aggregate Percentage Limitation (as defined under "D" below); and
- (c) for all Mortgage Loans that are Defaulted Loans $M = 0$;

minus

the aggregate sum of the following reductions to the aggregate Adjusted Outstanding Principal Balance of the Mortgage Loans in the Portfolio:

- (1) a Mortgage Loan (or any Security relating thereto) in relation to which a breach of the representations and warranties contained in the relevant Master Transfer Agreement has occurred and has not been remedied or which is subject to any indemnity and/or repurchase obligation of the Seller or any relevant Additional Seller, and in each case the Seller or any relevant Additional Seller, has not repurchased the Mortgage Loan or Mortgage Loans (each an **Affected Loan**) of the relevant Debtor, to the extent required by the terms of the relevant Master Transfer Agreement. In this event, the aggregate Adjusted Outstanding Principal Balance of the Mortgage Loans in the Portfolio (as calculated on the relevant Calculation Date) will be deemed to be reduced by an amount equal to the Adjusted Outstanding Principal Balance of the relevant Affected Loan or Affected Loans (as calculated on the relevant Calculation Date); and/or
- (2) the Seller or any Additional Seller is in breach of any other material warranty under the relevant Master Transfer Agreement and/or the Servicer is in breach of a material term of the Servicing Agreement. In this event, the aggregate Adjusted Outstanding Principal Balance of the Mortgage Loans in the Portfolio (as calculated on the relevant Calculation Date) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor (such financial loss to be calculated by the Covered Bond Guarantor or on its behalf by the Calculation Agent without double counting and to be reduced by any amount paid (in cash or in

kind) to the Covered Bond Guarantor by the Issuer, the Seller, any Additional Seller and/or the Servicer to indemnify the Covered Bond Guarantor for such financial loss);

the amount resulting from the calculations above, *multiplied by* the Asset Percentage;

"R" stands for the aggregate Outstanding Principal Balance of all MBS Notes, subject in any case to the Aggregate Percentage Limitation (as defined under "D" below), *minus* the sum of, without double counting:

(i) the aggregate Outstanding Principal Balance of all MBS Notes in relation to which a breach of any of the material representations and warranties contained in the relevant Master Transfer Agreement has occurred;

(ii) the aggregate Outstanding Principal Balance of all Defaulted Securities;

(iii) if the aggregate Outstanding Principal Balance of the Non-Eligible Underlying Assets exceeds 5% of the Outstanding Principal Balance of the Underlying Assets (both as calculated on the most recent calculation date of the relevant MBS Transaction), an amount equal to the aggregate Outstanding Principal Balance of such Non-Eligible Underlying Assets in excess of the above mentioned 5%, *multiplied by*, in respect of each relevant MBS Transaction, the ratio between (i) the Outstanding Principal Balance of the relevant MBS Notes which have been transferred to the Covered Bond Guarantor, and (ii) the Outstanding Principal Balance of all the MBS Assets of the same class,

the amount resulting from the calculations above, *multiplied by* the Asset Percentage;

"B" stands for the aggregate amount standing to the credit of the Investment Account and the principal amount of any Integration Assets (i) not exceeding the Integration Assets Limit and (ii) in relation to which a breach of any of the representations and warranties contained in the relevant Master Transfer Agreement has not occurred or has been remedied;

"D" stands for the principal amount of any other Eligible Asset not indicated under "A" and "R" above and included in the Portfolio (i) not exceeding (together with any Eligible Asset consisting of receivables indicated under Article 2, Paragraph 1 (b) of the MEF Decree and/or asset backed securities whose securities receivables are those indicated under Article 2, Paragraph 1 (b) of the MEF Decree) 10% of the aggregate Outstanding Principal Balance of the assets included in the Portfolio (the **Aggregate Percentage Limitation**), and (ii) in relation to which a breach of any of the representations and warranties contained in the relevant Master Transfer Agreement has not occurred or has been remedied;

"C" stands for the aggregate amount of all Eligible Investments;

"X" stands for an amount equal to the Supplemental Liquidity Reserve Amount (if any);

"Y" is equal to (i) nil, if (a) the portfolio consists of Securities only, and (b) in the event that the Portfolio includes Mortgage Loans, the Issuer's ratings are at least "P-1/A2" by Moody's, or (ii) the Potential Set-Off Amount; and

"Z" stands for the weighted average remaining maturity (expressed in years) of all Covered Bonds then outstanding multiplied by the aggregate Outstanding Principal Balance of the Covered Bonds multiplied by the Negative Carry Factor.

MBS Assets means the MBS Notes and the other notes issued under each relevant MBS Transaction.

Negative Carry Factor means a percentage (which will never be less than 0.5%) calculated by the Calculation Agent on each Calculation Date or any other date on which the verification of the Mandatory Tests is required pursuant to the Transaction Documents, with reference to the weighted average margin of the Covered Bonds.

Non-Eligible Underlying Assets means the assets included in an MBS Portfolio (as calculated on the most recent calculation date of the relevant MBS Transaction) which would not be eligible in accordance with the provisions of the MEF Decree.

Supplemental Liquidity Available Amount means (i) prior to the service of a Notice to Pay, an amount equal to the Supplemental Liquidity Reserve Amount *minus*, if a Supplemental Liquidity Event has occurred which is continuing, an amount equal to the aggregate Current Balance of Selected Assets sold to fund or replenish the Supplemental Liquidity Reserve Account, unless otherwise proposed to Moody's, and (ii) following the service of a Notice to Pay, an amount equal to the Supplemental Liquidity Reserve Amount.

Supplemental Liquidity Event means the event occurring when the Issuer's short-term credit rating from Moody's falls below the Pre-Maturity Liquidity Required Rating.

Supplemental Liquidity Reserve Amount means (i) prior to the service of a Notice to Pay, an amount calculated by, and at the option of, the Issuer on behalf of the Covered Bond Guarantor on the basis of a method proposed by the Servicer to Moody's in connection with the funding of the Supplemental Liquidity Reserve Account; and (ii) following the service of a Notice to Pay, an amount equal to the Supplemental Liquidity Reserve Amount immediately prior to the service of such Notice to Pay, *minus* an amount equal to the aggregate Current Balance of Selected Assets sold to fund or replenish the Supplemental Liquidity Reserve Account.

Underlying Assets means the assets included in an MBS Portfolio.

2. ***Net Present Value (NPV) Test***

The aggregate Net Present Value of (i) the Eligible Portfolio and (ii) each Asset Swap and Liability Swap, net of the Excluded Swaps and the transaction costs to be borne by the Covered Bond Guarantor (including the payments of any nature expected to be borne or due with respect to any Swap Agreement) shall be greater than or equal to the Net Present Value of all Series of the outstanding Covered Bonds (the **NPV Test**).

Discount Factor means the discount rate, implied in the relevant Swap Curve, calculated by the Servicer.

Net Present Value means, as of any relevant date, (i) in respect of (a) the Eligible Portfolio, (b) each Asset Swap and Liability Swap and (c) the transaction costs to be borne by the Covered Bond Guarantor, an amount equal to the algebraic sum of the product of each relevant Discount Factor and expected payments (or Euro Equivalent of the expected payments) to be received or to be effected by the Covered Bond Guarantor; and (ii) in respect of all Series of the outstanding Covered Bonds, an amount equal to the sum of the product of each relevant Discount Factor and expected interest and principal payments (or Euro Equivalent of such expected payments) to be effected in respect of such Series of outstanding Covered Bonds.

Swap Curve means the term structure of interest rates used by the Servicer in accordance with the best market practice and calculated based on market instruments.

3. ***Interest Coverage Test***

The Net Interest Collections from the Eligible Portfolio shall be greater than or equal to the Interest Payments and the Annual Net Interest Collections from the Eligible Portfolio shall be greater than or equal to the Annual Interest Payments (the **Interest Coverage Test**).

Annual Interest Payments means, as of a Calculation Date or any other relevant date and with reference to each of the four following Guarantor Interest Periods an amount equal to the aggregate of (a) expected interest payments (or the Euro Equivalent of the expected interest payments) in respect of the outstanding Series of Covered Bonds (other than floating rate Covered Bonds) and (b) Expected Floating Payments in respect of interest on floating rate Covered Bonds then outstanding under the Programme.

Annual Net Interest Collections from the Eligible Portfolio means, as of a Calculation Date or any other relevant date and with reference to each of (x) the four following Guarantor Payment Dates or (y) the four following Guarantor Interest Periods, and (z) the relevant Collection Periods, as the case may be, an amount equal to the difference between (i) and (ii), where:

(i) is equal to the sum of:

- (a) interest payments (or the Euro Equivalent of the interest payments) from the Fixed Component of the Eligible Portfolio and payments and Expected Floating Payments in respect of interest from the Floating Component of the Eligible Portfolio received or expected to be received by the Covered Bond Guarantor;
- (b) any amount expected to be received by the Covered Bond Guarantor as payments under the Asset Swaps (which are not Excluded Swaps);
- (c) with reference to Covered Bonds with semi-annual CB Payment Dates, any amount (or the Euro Equivalent of any amount) expected to be received by the Covered Bond Guarantor as payments under the Liability Swaps (which are not Excluded Swaps);
- (d) with reference to Covered Bonds with annual CB Payment Dates, the amount (or the Euro Equivalent of the amount) to be received annually by the Covered Bond Guarantor as payment under the Liability Swaps (which are not Excluded Swaps); and
- (ii) is equal to the payments (or the Euro Equivalent of the payments) to be effected, in accordance with the relevant Priority of Payments, by the Covered Bond Guarantor in priority to, and including, payments under the Swap Agreements (which are not Excluded Swaps).

For the avoidance of doubt, items under (i)(a) above shall include interest expected to be received from the investment, into Eligible Investments, of principal collections arising from the expected amortisation of the Eligible Portfolio.

Euro Equivalent means at any date, in relation to any amount or payment referred to a loan, a bond, an agreement or any other asset the amount or payment referred to such loan, bond, agreement or asset at such date denominated in Euro where the exchange rate corresponds to (i) the current exchange rate fixed by the Servicer in accordance with its usual practice at that time for calculating that equivalent should any currency hedging agreement be not in place or (ii) the exchange rate indicated in the relevant currency hedging agreement in place.

Expected Floating Payments means the amount (or the Euro Equivalent amount), determined on the basis of the Swap Curve, of expected principal and interest payments from the Floating Component of the Eligible Portfolio, the expected Swap Agreements floating leg payments, or the expected interest payments on outstanding Series of floating rate Covered Bonds, as the case may be.

Fixed Component of the Eligible Portfolio means the Eligible Assets or Integration Assets being part of the Eligible Portfolio remunerated on the basis of a fixed rate of interest.

Floating Component of the Eligible Portfolio means the Eligible Assets or Integration Assets being part of the Eligible Portfolio remunerated on the basis of a floating rate of interest.

Interest Payments means, as of a Calculation Date or any other relevant date, with reference to all following Guarantor Interest Periods up to the last Maturity Date, or Extended Maturity Date, as the case may be, an amount equal to the aggregate of (a) expected interest payments (or the Euro Equivalent of the expected interest payments) in respect of the outstanding Series of Covered Bonds (other than floating rate Covered Bonds) and (b) Expected Floating Payments in respect of interest on floating rate Covered Bonds.

Net Interest Collections from the Eligible Portfolio means, as of a Calculation Date or any other relevant date with reference to all (x) following Guarantor Payment Dates, or (y) the relevant Guarantor Interest Periods, and (z) the relevant Collection Periods, as the case may be, up to the last Maturity Date or Extended Maturity Date of any Series of Covered Bonds, as the case may be, an amount equal to the difference between (i) and (ii), where:

- (i) is equal to the sum of:
 - (a) interest payments (or the Euro Equivalent of the interest payments) from the Fixed Component of the Eligible Portfolio and payments and Expected Floating Payments in respect of interest from the Floating Component of the Eligible Portfolio received or expected to be received;

- (b) any amount expected to be received by the Covered Bond Guarantor as payments under the Asset Swaps (which are not Excluded Swaps);
- (c) any amount (or the Euro Equivalent of any amount) expected to be received by the Covered Bond Guarantor as payments under the Liability Swaps (which are not Excluded Swaps); and
- (ii) is equal to the payments (or the Euro Equivalent of the payments) to be effected in accordance with the relevant Priority of Payments, by the Covered Bond Guarantor in priority to, and including, payments under the Swap Agreements (which are not Excluded Swaps).

For the avoidance of doubt, items under (i)(a) above shall include interest expected to be received from the investment, into Eligible Investments, of principal collections arising from the expected amortisation of the Eligible Portfolio.

The Nominal Value Test, the NPV Test and the Interest Coverage Test are jointly defined as the **Mandatory Tests**.

4. *Amortisation Test*

In accordance with the Portfolio Administration Agreement, the Issuer shall procure that, for so long as any Covered Bond remains outstanding and following the occurrence of an Issuer Event of Default, and service of a Notice to Pay by the Representative of the Covered Bondholders, on a continuing basis (provided that such obligation shall be deemed to be complied with if the following test is satisfied on each Calculation Date and/or on each other date on which that test is to be carried out pursuant to the provisions of the Portfolio Administration Agreement and the other Transaction Documents), the following test is satisfied and verified on each Calculation Date.

The Amortisation Test Aggregate Portfolio Amount shall be greater than or equal to the Outstanding Principal Balance of the Covered Bonds (the **Amortisation Test** and, together with the Mandatory Tests, the **Tests**).

Amortisation Test Aggregate Portfolio Amount will be an amount calculated on each Calculation Date by applying the following formula (without double-counting):

$$A + R + B + D + C - X - Z$$

where,

"A" stands for the aggregate **Amortisation Test Outstanding Principal Balance** of each Mortgage Loan then in the Portfolio, which shall be the lower of:

- (i) the Outstanding Principal Balance of the relevant Mortgage Loan as calculated by reference to the relevant Collection Date; and
- (ii) the Latest Valuation relating to the Real Estate Asset of the relevant Mortgage Loan multiplied by M,

where

- (a) for all Residential Mortgage Loans that are not Defaulted Loans, $M = 0.80$;
- (b) for all Commercial Mortgage Loans that are not Defaulted Loans, $M = 0.60$; and
- (c) for all Mortgage Loans that are Defaulted Loans $M = 0$;

minus

the aggregate sum of the following reductions to the aggregate Amortisation Test Outstanding Principal Balance of the Mortgage Loans in the Portfolio:

- (1) a Mortgage Loan (or any Security related thereto) in relation to which a breach of the representations and warranties contained in the relevant Master Transfer Agreement has occurred and has not been remedied or which is subject to any indemnity and/or repurchase obligation of the Seller or any relevant Additional Seller, and in each case the Seller or any relevant Additional Seller, has not repurchased the Mortgage Loan or Mortgage Loans (each an **Affected Loan**) of the relevant Debtor, to the extent required by the terms of the relevant Master Transfer Agreement. In this event, the aggregate Adjusted Outstanding Principal Balance of the Mortgage Loans in the Portfolio (as

calculated on the relevant Calculation Date) will be deemed to be reduced by an amount equal to the Adjusted Outstanding Principal Balance of the relevant Affected Loan or Affected Loans (as calculated on the relevant Calculation Date); and/or

(2) the Seller or any Additional Seller is in breach of any other material warranty under the relevant Master Transfer Agreement and/or the Servicer is in breach of a material term of the Servicing Agreement. In this event, the aggregate Adjusted Outstanding Principal Balance of the Mortgage Loans in the Portfolio (as calculated on the relevant Calculation Date) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor (such financial loss to be calculated by the Covered Bond Guarantor or on its behalf by the Calculation Agent without double counting and to be reduced by any amount paid (in cash or in kind) to the Covered Bond Guarantor by the Issuer, the Seller, any Additional Seller and/or the Servicer to indemnify the Covered Bond Guarantor for such financial loss);

"R" stands for the aggregate Outstanding Principal Balance of all MBS Notes then in the Portfolio, *minus* the sum of, without double counting:

(i) the aggregate Outstanding Principal Balance of all such MBS Notes in relation to which a breach of any of the material representations and warranties contained in the relevant Master Transfer Agreement has occurred;

(ii) the aggregate Outstanding Principal Balance of all Defaulted Securities;

(iii) if the aggregate Outstanding Principal Balance of the Non-Eligible Underlying Assets exceeds 5% of the Outstanding Principal Balance of the Underlying Assets (both as calculated on the most recent calculation date of the relevant MBS Transaction), an amount equal to the aggregate Outstanding Principal Balance of such Non-Eligible Underlying Assets in excess of the above mentioned 5%, *multiplied by*, in respect of each relevant MBS Transaction, the ratio between (i) the Outstanding Principal Balance of the relevant MBS Notes which have been transferred to the Covered Bond Guarantor, and (ii) the Outstanding Principal Balance of all the MBS Assets of the same class;

"B" stands for the aggregate amount standing to the credit of the Investment Account and the principal amount of any Integration Assets in relation to which a breach of any of the representations and warranties contained in the relevant Master Transfer Agreement has not occurred or has been remedied;

"D" stands for the principal amount of any other Eligible Asset not indicated under "A" and "R" above and included in the Portfolio in relation to which a breach of any of the representations and warranties contained in the relevant Master Transfer Agreement has not occurred or has been remedied;

"C" stands for the aggregate amount of all Eligible Investments;

"X" stands for an amount equal to the Supplemental Liquidity Reserve Amount (if any); and

"Z" stands for the weighted average remaining maturity (expressed in years) of all Covered Bonds then outstanding multiplied by the aggregate Outstanding Principal Balance of the Covered Bonds multiplied by the Negative Carry Factor.

The Tests are fulfilled in accordance with the Portfolio Administration Agreement. In particular, the Amortisation Test will be run only following the occurrence of an Issuer Event of Default, provided that such test is structured to ensure that the Portfolio contains sufficient assets to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Compliance with the Tests will be verified by the Calculation Agent and internal risk management functions of the Intesa Sanpaolo Group (under the supervision of the management body (*organo con funzione di gestione*) of the Issuer) on each Calculation Date and on any other date on which the verification of the Tests is required pursuant to the Transaction Documents, and subsequently checked by the Asset Monitor on a semi-annual basis.

In addition to the above, following the occurrence of a breach of the Tests, based on the information provided by the Servicer with reference to the last day of each preceding calendar month (starting from the

date on which such breach has been notified, and until 6 (six) months after the date on which such breach has been cured), the Calculation Agent shall verify compliance with the Tests not later than the thirty-fifth calendar day following the end of each preceding calendar month. In addition to the terms defined above, for the purposes of this section:

Asset Percentage means the lower of (i) 97% and (ii) such other percentage figure as determined by the Issuer on behalf of the Covered Bond Guarantor in accordance with the Rating Agency's methodologies (after procuring the required level of overcollateralisation), and notified to the Representative of the Covered Bondholders, the Servicer, the Calculation Agent, the Asset Monitor and the Rating Agency in accordance with the Portfolio Administration Agreement.

The Asset Percentage as at the Programme Date is 92.6%. Any adjustment of the Asset Percentage from that previously notified will appear in the relevant Investor Report as the new Asset Percentage as determined in accordance with the Portfolio Administration Agreement.

Calculation Date means 7 January, 7 April, 7 July and 7 October in each calendar year or, in case such date is not a Business Day, the following Business Day, provided that the first Calculation Date will be 7 January 2011.

Defaulted Assets means any Mortgage Loan which has been classified by the Servicer on behalf of the Covered Bond Guarantor as a Defaulted Loan and/or any Security which have been classified by the Servicer on behalf of the Covered Bond Guarantor as a Defaulted Security.

Defaulted Securities means the Securities which may be classified as defaulted in accordance with the provisions of the Collection Policies.

Defaulted Loan means a Mortgage Loan in relation to which the relevant Receivable is a Defaulted Receivable.

Defaulted Receivable means a Receivable classified as defaulted in accordance with the provisions of the Collection Policies, as applied in compliance with the provisions of the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) and in accordance with a prudent management of the Receivables carried out with the highest professional standards; as at the date hereof, a Receivable is classified as defaulted if it is classified as *in sofferenza* in accordance with the provisions of the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) and with the provisions of the Collection Policies when the Arrears Ratio is at least equal to (i) 10, in case of Mortgage Loans providing for monthly instalments, (ii) 4, in case of Mortgage Loans providing for quarterly instalments and (iii) 2, in case of Mortgage Loans providing for semi-annual instalments. For the purposes of this definition, **Arrears Ratio** means, at the end of each monthly reference period, the ratio between (a) all amounts due and unpaid as principal and/or interest (excluding any default interest) in relation to the relevant Receivable and (b) the amount of the instalment of the relevant Receivable which was due immediately prior to the end of that month.

Eligible Portfolio means the aggregate of Eligible Assets and Integration Assets, without any double counting (including any sum standing to the credit of the Accounts (other than the Expenses Account, the Corporate Account and the Quota Capital Account), and the Eligible Investments), *excluding* (a) any Defaulted Assets and those Eligible Assets and Integration Assets in relation to which a breach of any of the representations and warranties contained in the relevant Master Transfer Agreement has occurred and has not been remedied, (b) any Eligible Asset included in the Portfolio consisting of securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree which (together with any Eligible Asset consisting of receivables indicated under Article 2, Paragraph 1 (b) of the MEF Decree and/or asset backed securities whose securities receivables are those indicated under Article 2, Paragraph 1 (b) of the MEF Decree) exceeds 10% of the aggregate Outstanding Principal Balance of the assets included in the Portfolio, (c) the aggregate of Integration Assets in excess of the Integration Assets Limit, and (d) in relation to any MBS Notes, if the aggregate Outstanding Principal Balance of the Non-Eligible Underlying Assets exceeds 5% of the Outstanding Principal Balance of the Underlying Assets (both as calculated on the most recent calculation date of the relevant MBS Transaction), an amount equal to the aggregate Outstanding Principal Balance of such Non-Eligible Underlying Assets in excess of the above mentioned 5%, multiplied by, in respect of each relevant MBS Transaction, the ratio between (i) the Outstanding Principal Balance of the relevant MBS Notes which have been transferred to the Covered Bond Guarantor, and (ii) the Outstanding Principal Balance of all the MBS Assets of the same class.

Integration Assets Limit means the limit of 15% of the aggregate Outstanding Principal Balance of the assets included in the Portfolio, set forth under Article 2, Paragraph 4, of the MEF Decree, as amended and supplemented from time to time, to the integration of the Portfolio through Integration Assets.

Latest Valuation means, at any time with respect to any Real Estate Asset, the value given to the relevant Real Estate Asset by the most recent valuation (to be performed in accordance with the requirements provided for under the Bank of Italy prudential regulations for banks issued by the Bank of Italy on 27 December 2006 with Circular no. 263 (as amended and supplemented from time to time)) addressed to the Issuer or obtained from an independently maintained valuation model, acceptable to reasonable and prudent institutional mortgage lenders in Italy.

Negative Carry Factor means a percentage (which will never be less than 0.5%) calculated by the Calculation Agent on each Calculation Date or any other date on which the verification of the Mandatory Tests is required pursuant to the Transaction Documents, with reference to the weighted average margin of the Covered Bonds.

Net Deposit means, for each Debtor under a Mortgage Loan, an amount, as calculated by reference to the last day of the immediately preceding Collection Period, equal to the lower of (i) the Outstanding Principal Balance of the assets included in the Portfolio in relation to which such Debtor is a debtor, and (ii) the aggregate amount of cash or saving accounts deposited by such Debtor with the Seller, as of the date on which all the formalities relating to the assignment of the assets relating to such Debtor, as provided for under the Master Transfer Agreement, have been complied with, as calculated by reference to the last day of the immediately preceding Collection Period and as reduced from time to time following the satisfaction by the Seller of such Debtor's claims.

Outstanding Principal Balance means, at any date, in relation to a loan, a bond, a Series or Tranche of Covered Bonds or any other asset the aggregate nominal principal amount outstanding (or the Euro Equivalent of the aggregate nominal principal amount outstanding) of such loan, bond, Series or Tranche of Covered Bonds or asset at such date.

Potential Set-Off Amount means, with reference to Eligible Assets consisting of Receivables only, the aggregate Outstanding Principal Balance of such assets included in the Portfolio that could potentially be set-off by the relevant Debtors against any credit owed by any such Debtor towards Intesa Sanpaolo. Such amount, which in any case will never be lower than the Net Deposits, will be calculated by the Calculation Agent (based on the aggregate information provided by the Servicer) on each Calculation Date and/or on each other date on which the Nominal Value Test is to be carried out pursuant to the provisions of the Portfolio Administration Agreement and the other Transaction Documents, except when the Issuer's ratings are at least "P-1/A2" by Moody's.

Pre-Maturity Liquidity Test

The Pre-Maturity Liquidity Test is intended to provide liquidity for Hard Bullet Covered Bonds when the Issuer's long-term credit ratings fall below the Pre-Maturity Liquidity Required Rating.

On any Business Day falling during the Pre-Maturity Rating Period prior to the occurrence of an Issuer Event of Default (each a **Pre-Maturity Liquidity Test Date**), the Calculation Agent will determine if the Pre-Maturity Liquidity Test has been breached, and if so, it shall immediately notify the Issuer, the Seller, the Hedging Counterparties and the Representative of the Covered Bondholders.

For the purpose of this paragraph the **Pre-Maturity Liquidity Test** is complied with if, on any Pre-Maturity Liquidity Test Date, the Issuer's credit rating is greater than or equal to the Pre-Maturity Liquidity Required Rating.

Pre-Maturity Rating Period means the period preceding the Maturity Date of any Series or Tranche of Hard Bullet Covered Bonds which may be required by the Rating Agency from time to time, being, as at the date of this Base Prospectus, 12 months.

Following a breach of the Pre-Maturity Liquidity Test in respect of a Series of Hard Bullet Covered Bonds:

- (i) the Issuer shall:
 - (a) make a cash deposit in an amount equal to the Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates on the Pre-Maturity Liquidity Account, opened in its name with a bank whose ratings are at least equal

to the Minimum Required Account Bank Rating provided for under the Transaction Documents and pledged in favour of the Covered Bondholders; or

- (b) obtain a first demand, autonomous guarantee (meeting the criteria set forth by the Rating Agency) for an amount equal to the Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates, by an eligible entity whose ratings are at least equal to the Minimum Required Pre-Maturity Liquidity Guarantor Rating; or
- (c) take action in the form of a combination of the foregoing which in aggregate add up to an amount equal to the Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates;

and/or

- (ii) the Servicer, on behalf of the Covered Bond Guarantor, shall sell, subject to any pre-emption right of the Seller or any Additional Seller (as the case may be) pursuant to the relevant Master Transfer Agreement, Selected Assets and Integration Assets in accordance with the procedures set out in the Portfolio Administration Agreement, for an amount equal to the Adjusted Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates.

If the Pre-Maturity Liquidity Test in respect of any Series of Covered Bonds is breached and the Issuer or the Servicer (on behalf of the Covered Bond Guarantor) has not taken the required actions (as described above) following the breach by the earlier to occur of:

- (a) 20 Business days from the date on which the Issuer is notified of the breach of the Pre-Maturity Liquidity Test; and
- (b) the Maturity Date of that Series of Covered Bonds,

an Issuer Event of Default shall occur and the Representative of the Covered Bondholders will serve a Notice to Pay to the Covered Bond Guarantor.

For the purposes of this section:

Adjusted Required Redemption Amount which is an amount equal to the Required Redemption Amount of the Earliest Maturing Covered Bonds *plus* or *minus* any swap termination amounts payable respectively by or to the Covered Bond Guarantor *less* amounts standing to the credit of the Accounts (excluding the Expenses Account, the Corporate Account and the Quota Capital Account and all the amounts required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds and all the amounts to be applied on the following Guarantor Payment Date to repay higher ranking amounts in the relevant Priorities of Payments) *less* the Outstanding Principal Balance of any Eligible Investments.

Set-Off Risk

Pursuant to the Portfolio Administration Agreement, the Servicer has undertaken, upon occurrence of an Issuer Downgrade Event, to notify the Rating Agency, the Covered Bond Guarantor and the Representative of the Covered Bondholders of such events. Further to such downgrade, and for so long as the rating is not re-established above such levels, the Potential Set-Off Amount will be calculated and factored for the purposes of the Nominal Value Test. Upon occurrence of an Issuer Downgrade Event, the Calculation Agent shall notify the Rating Agency of the Potential Set-Off Amount on a quarterly basis.

ACCOUNTS AND CASH FLOWS

ACCOUNTS

The following accounts (with the exception of the Pre-Maturity Liquidity Account and the Supplemental Liquidity Reserve Account) have been established and shall be maintained with the Account Bank as separate accounts in the name of the Covered Bond Guarantor.

The Receivables Collection Account, the Interest Securities Collection Account, the Principal Securities Collection Account, the Securities Account, the Investment Account, the Eligible Investments Account, the Corporate Account, the Expenses Account, the Payment Account and the Collateral Accounts shall be held with the Account Bank for as long as the Account Bank maintains the Minimum Required Account Bank Rating.

1. The Receivables Collection Account

Deposits

The Servicer shall transfer to the Receivables Collection Account all payments and recovery amounts received by the Servicer and/or the Special Servicer in relation to the Receivables, with value date as of the relevant date of receipt.

Withdrawals

(a) Subject to (b) below, the Account Bank shall transfer any amount standing to the credit of the Receivables Collection Account to the Investment Account on a daily basis by the end of the relevant day of receipt.

(b) On the 2nd Business Day prior to each Guarantor Payment Date, the Account Bank shall transfer to the Payment Account all amounts of interest accrued and credited to the Receivables Collection Account, if any.

2. The Securities Collection Accounts

2.1 The Interest Securities Collection Account

Deposits

All interest amounts paid in relation to the Securities, shall be transferred to the Interest Securities Collection Account with value date as of the relevant date of receipt.

Withdrawals

(a) Subject to (b) below, the Account Bank shall transfer any amount standing to the credit of the Interest Securities Collection Account to the Investment Account on a daily basis by the end of the relevant day of receipt.

(b) On the 2nd Business Day prior to each Guarantor Payment Date, the Account Bank shall transfer to the Payment Account all amounts of interest accrued and credited to the Interest Securities Collection Account, if any.

2.2 Principal Securities Collection Account

Deposits

All principal amounts paid in relation to the Securities (including any proceeds arising from the liquidation of the Securities), shall be transferred to the Principal Securities Collection Account with value date as of the relevant date of receipt.

Withdrawals

(a) Subject to (b) below, the Account Bank shall transfer any amount standing to the credit of the Principal Securities Collection Account to the Investment Account on a daily basis by the end of the relevant day of receipt.

(b) On the 2nd Business Day prior to each Guarantor Payment Date, the Account Bank shall transfer to the Payment Account all amounts of interest accrued and credited to the Principal Securities Collection Account, if any.

3. The Investment Account

Deposits

The Account Bank shall transfer the following amounts to the Investment Account, on a daily basis by the end of the relevant day of receipt:

- (a) any amount standing to the credit of the Receivables Collection Account and the Securities Collection Accounts;
- (b) the funds resulting from the reimbursement or liquidation of the Eligible Investments;
- (c) any amount to be credited to the Investment Account in accordance with the relevant Priorities of Payments;
- (d) any amount standing to the credit of the Payment Account, after (i) distribution in accordance with the applicable Priorities of Payment, or (ii) payments due on the relevant CB Payment Dates, or (iii) payments of the purchase price to be paid in accordance with the Master Transfer Agreement;
- (e) any proceeds arising from the liquidation of Receivables, with value date as of the relevant date of receipt, pursuant to the Portfolio Administration Agreement and other Transaction Documents.

In addition, on the First Issue Date, the Account Bank shall transfer to the Investment Account any amount standing to the credit of the Payment Account.

Withdrawals

The Account Bank shall transfer the following amounts from the Investment Account:

- (a) no later than 2 Business Days prior to each Guarantor Payment Date, any amount standing to the credit of the Investment Account (other than the Liability Swap Principal Accumulation Amount (as provided for under the Payments Report delivered by the Calculation Agent) and the Interest Accumulation Amount), shall be transferred to the Payment Account;
- (b) 2 Business Days prior to each CB Payment Date, any amount to be paid under the Liability Swaps on such CB Payment Date (as provided for under the Payments Report delivered by the Calculation Agent), shall be transferred to the Payment Account;
- (c) 2 Business Days prior to each CB Payment Date, the Interest Accumulation Amount shall be transferred to the Payment Account;
- (d) 2 Business Days prior to each date on which a purchase price is to be paid under the Master Transfer Agreement, an amount equal to the relevant purchase price to be paid by the Covered Bond Guarantor shall be transferred to the Payment Account;
- (e) 2 Business Days prior to each CB Payment Date falling after the occurrence of an Issuer Event of Default or an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn), any amount to be paid under the Covered Bonds on such CB Payment Date shall be transferred to the Payment Account;
- (f) no later than 10 Business Days after the First Issue Date, an amount equal to Euro 45,000 shall be transferred to the Expenses Account;
- (g) no later than 10 Business Days after the First Issue Date, an amount equal to Euro 55,000 shall be transferred to the Corporate Account;
- (h) on the 2nd Business Day prior to each Guarantor Payment Date, all amounts of interest accrued and credited to the Investment Account shall be transferred to the Payment Account.

4. The Securities Account

Deposits

The Account Bank will deposit and keep in the Securities Account all the Eligible Assets and Integration Assets consisting of securities (other than the Eligible Investments), further to the relevant purchase in accordance with the provisions of the Master Transfer Agreement.

Withdrawals

All Eligible Assets and Integration Assets consisting of securities (other than the Eligible Investments) will be (a) liquidated in accordance with the provisions of the Portfolio Administration Agreement, or (b) sold to the relevant Seller in accordance with the Master Transfer Agreement, and the proceeds thereof shall be credited by the Account Bank to the Investment Account.

5. The Eligible Investments Account

Deposits

The Account Bank will deposit all securities constituting Eligible Investments purchased by the Cash Manager on behalf of the Covered Bond Guarantor with the amounts standing to the credit of the Investment Account in the Eligible Investments Account pursuant to any order of the Cash Manager.

Withdrawals

(a) No later than 3 Business Days prior to each relevant CB Payment Date falling prior to the occurrence of an Issuer Event of Default or an Article 74 Event, or following service of an Article 74 Notice to Pay (which has subsequently been withdrawn), the Eligible Investments standing to the credit of the Eligible Investments Account will be liquidated for an amount equal to the Interest Accumulation Amount and proceeds thereof shall be credited by the Account Bank to the Investment Account, unless there are sufficient funds already deposited in the Investment Account to cover the Interest Accumulation Amount.

(b) No later than 3 Business Days prior to each relevant CB Payment Date falling after the occurrence of an Issuer Event of Default or an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn), all the Eligible Investments standing to the credit of the Eligible Investments Account will be liquidated and proceeds thereof shall be credited by the Account Bank to the Investment Account.

(c) No later than 3 Business Days prior to each Guarantor Payment Date, all the Eligible Investments standing to the credit of the Eligible Investments Account will be liquidated and proceeds thereof shall be credited to the Investment Account.

(d) No later than 3 Business Days prior to each relevant CB Payment Date falling prior to the occurrence of an Issuer Event of Default or an Article 74 Event, or following service of an Article 74 Notice to Pay (which has subsequently been withdrawn), the Eligible Investments standing to the credit of the Eligible Investments Account will be liquidated and proceeds thereof shall be credited by the Account Bank to the Investment Account.

6. The Quota Capital Account

Deposits

All the sums contributed by the Quotaholders as quota capital of the Covered Bond Guarantor and all interest accrued from time to time thereon.

Withdrawals

Upon liquidation of the Covered Bond Guarantor, all sums standing to the credit of the Quota Capital Account shall be distributed in accordance with the financial statements prepared by the liquidator of the Covered Bond Guarantor.

7. The Expenses Account

Deposits

The Account Bank shall transfer the following amounts into the Expenses Account:

(i) no later than 10 Business Days after the First Issue Date, an amount equal to Euro 45,000;

- (ii) on the Guarantor Payment Date falling in January of each calendar year, an amount equal to the Covered Bond Guarantor Disbursement Amount.

Withdrawals

The Account Bank shall utilise, upon the instructions of the Administrative Services Provider, the amounts standing to the credit of the Expenses Account to pay all general expenses incurred in connection with the Programme (the **Expenses**), other than corporate costs and expenses of the Covered Bond Guarantor.

On the 2nd Business Day prior to each Guarantor Payment Date, the Account Bank shall transfer to the Payment Account all amounts of interest accrued and credited to the Expenses Account.

8. The Corporate Account

Deposits

The Account Bank shall transfer the following amounts into the Corporate Account:

- (i) no later than 10 Business Days after the First Issue Date an amount equal to Euro 55,000;
- (ii) on the Guarantor Payment Date falling in January of each calendar year, an amount equal to the Covered Bond Guarantor Retention Amount.

Withdrawals

The Account Bank shall utilise, upon the instructions of the Administrative Services Provider, the amounts standing to the credit of the Corporate Account to pay all the corporate expenses which are due and payable from time to time.

On the 2nd Business Day prior to each Guarantor Payment Date, the Account Bank shall transfer to the Payment Account all amounts of interest accrued and credited to the Corporate Account.

9. The Payment Account

Deposits

The Account Bank shall transfer, or procure the transfer of, or the following amounts shall be paid into, the Payment Account:

- (a) 2 Business Days prior to each Guarantor Payment Date:
 - (i) any amount standing to the credit of the Investment Account;
 - (ii) any amounts to be paid by the Asset Hedging Counterparty under the Asset Swaps;
 - (iii) any amount of interest accrued and credited to each of the Investment Account, the Securities Collection Accounts, the Receivables Collection Account, the Expenses Account and the Corporate Account
- (b) 2 Business Days prior to each relevant CB Payment Date:
 - (i) transfer from the Investment Account any amount to be paid under the Liability Swaps on such CB Payment Date;
 - (ii) any amounts to be paid by the Liability Hedging Counterparty under the Liability Swaps;
 - (iii) any Interest Accumulation Amount deposited on the Investment Account;
- (c) 2 Business Days prior to each CB Payment Date falling after the occurrence of an Issuer Event of Default or an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn), from the Investment Account, any amount to be paid under the Covered Bonds on such CB Payment Date;
- (d) 2 Business Days prior to each date on which a purchase price has to be paid under the Master Transfer Agreement, from the Investment Account, an amount equal to the relevant purchase price which shall have to be paid by the Covered Bond Guarantor;
- (e) any drawdown under the Subordinated Loan Agreement.

Withdrawals

(a) On each Guarantor Payment Date, the Cash Manager will execute payments or credit the relevant amounts in accordance with the relevant Priorities of Payments (including the purchase price of Eligible Assets and Integration Assets funded through Available Funds), provided that on the Business Day immediately following each Guarantor Payment Date, any remaining amount will be transferred to the Investment Account.

(b) On each relevant CB Payment Date, the Cash Manager will execute payments of any amount due and payable under the Liability Swaps.

(c) 1 Business Day prior to each CB Payment Date (or on each CB Payment Date, if so agreed between the Issuer, the Covered Bond Guarantor and the Paying Agent) falling after an Issuer Event of Default, an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn) or a Covered Bond Guarantor Event of Default, the Cash Manager will transfer to the Paying Agent the amounts necessary to execute payments of interest and principal due in relation to the outstanding Covered Bonds in accordance with the Post-Issuer Default Priority of Payments or Post-Guarantor Default Priority of Payments (as the case may be).

(d) 2 Business Days following the relevant CB Payment Date, any amount in excess, after payments of the amounts mentioned above, will be transferred by the Cash Manager to the Investment Account.

(e) On the date on which the purchase price of the relevant Portfolio is to be paid in accordance with the provisions of the Master Transfer Agreement, the Cash Manager shall transfer an amount equal to such purchase price to the Seller, it being understood that the Cash Manager will execute payments for the purchase of any Eligible Assets and Integration Assets funded through the Subordinated Loan in accordance with the provisions of the Master Transfer Agreement.

(f) On the First Issue Date, the Account Bank shall transfer to the Investment Account any amount standing to the credit of the Payment Account.

10. The Collateral Accounts

If and when required in accordance with the provisions of the relevant Swap Agreement, the relevant Hedging Counterparty will post Swap Collateral into the relevant Collateral Account. Payments into and withdrawals from the Collateral Accounts shall be made in accordance with the provisions of the relevant Swap Agreement.

11. The Pre-Maturity Liquidity Account

If a Hard Bullet Covered Bond is issued, the Pre-Maturity Liquidity Account shall be opened in the name of the Issuer with the Account Bank.

Deposit

Following a breach of the Pre-Maturity Liquidity Test in respect of a Series of Hard Bullet Covered Bonds, the Issuer, subject to the provisions of the Portfolio Administration Agreement, shall make a cash deposit in an amount equal to the Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates on the Pre-Maturity Liquidity Account. The amounts standing from time to time to the credit of the Pre-Maturity Liquidity Account shall be pledged in favour of the Covered Bondholders and the Other Secured Creditors.

Withdrawals

(a) the pledge on the Pre-Maturity Liquidity Account shall be released promptly and any amounts credited on the Pre-Maturity Liquidity Account shall be returned to the Issuer if:

(i) the Issuer's credit rating is once again greater than or equal to the Pre-Maturity Liquidity Required Rating;

(ii) the Maturity Date of the relevant a Series of Hard Bullet Covered Bonds has occurred and the Issuer has made the relevant payments in respect thereof; and

(iii) no Maturity Date in relation to any other Series of Hard Bullet Covered Bonds will occur in the following 12 months or such other time period as may be agreed from time to time;

(b) upon the occurrence of an Issuer Event of Default or an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn), any amounts credited on the Pre-Maturity Liquidity Account shall be credited to the Payment Account.

12. The Supplemental Liquidity Reserve Account

If, at the option of the Issuer, the Supplemental Liquidity Reserve Amount is set greater than zero, the Supplemental Liquidity Reserve Account shall be opened in the name of the Covered Bond Guarantor with the Account Bank. Payments into and withdrawals from the Supplemental Liquidity Reserve Account (if and when opened) shall be made in accordance with the provisions of the Portfolio Administration Agreement.

CASH FLOWS

This section summarises the cash flows of the Covered Bond Guarantor only, as to the allocation and distribution of amounts standing to the credit of the Accounts and their order of priority (all such orders of priority, the **Priority of Payments**) (a) prior to an Issuer Event of Default and a Covered Bond Guarantor Event of Default, (b) following an Issuer Event of Default but prior to a Covered Bond Guarantor Event of Default and (c) following a Covered Bond Guarantor Event of Default.

1. Pre-Issuer Default Interest Priority of Payments

On each Guarantor Payment Date, prior to the service of an Article 74 Notice to Pay or a Notice to Pay (or following the withdrawal of an Article 74 Notice to Pay), the Covered Bond Guarantor will use Interest Available Funds to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full) (the **Pre-Issuer Default Interest Priority of Payments**):

- (i) *first*, to pay *pari passu* and *pro rata* according to the respective amounts thereof any and all taxes due and payable by the Covered Bond Guarantor;
- (ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Covered Bond Guarantor's documented fees, costs, expenses, in order to preserve its corporate existence, to maintain it in good standing and to comply with applicable legislation and any other obligation relating to the Programme, to the extent that such costs and expenses are not to be paid under any other item ranking junior hereto and/or are not met by utilising any amounts standing to the credit of the Expenses Account and/or the Corporate Account and (b) to credit the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;
- (iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof any amount due and payable (including fees, costs and expenses) to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Calculation Agent, the Administrative Services Provider, the Asset Monitor, the Paying Agent, the Servicer and the Special Servicer;
- (iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payments, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps, and (c) to credit to the Investment Account an amount equal to the Interest Accumulation Amount, to be used for any interest payment due on the CB Payment Dates falling during the immediately following Guarantor Interest Period, in respect of any Series of Covered Bonds in relation to which no Liability Swaps have been entered into;
- (v) *fifth*, if a Reserve Fund Rating Event occurs and is continuing, to credit to the Investment Account an amount equal to the Reserve Fund Required Amount;
- (vi) *sixth*, to credit to the Investment Account an amount equal to the amounts paid under item (i) of the Pre-Issuer Default Principal Priority of Payments on any preceding Guarantor Payment Date and not yet repaid;
- (vii) *seventh*, if a Servicer Termination Event has occurred, to credit all remaining Interest Available Funds to the Investment Account until such Servicer Termination Event is either remedied by the Servicer or waived by the Representative of the Covered Bondholders or a new servicer is appointed to service the Portfolio;
- (viii) *eighth*, if the Pre-Maturity Liquidity Test or any of the Tests is not satisfied on the Calculation Date immediately preceding the relevant Guarantor Payment Date or an Issuer Event of Default or a Covered Bond Guarantor Event of Default has occurred on or prior to such Guarantor Payment Date or the Issuer has not paid interest and principal due on the CB Payment Dates falling in the immediately preceding Guarantor Interest Period or on the relevant Guarantor Payment Date, to credit all remaining Interest Available Funds to the Investment Account until the following Guarantor Payment Date;
- (ix) *ninth*, to pay any amount arising out of any termination event under any Swap Agreements not provided for under item (iv) above;

- (x) *tenth*, to pay any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);
- (xi) *eleventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof any amount due and payable as Base Interest Amount under the Subordinated Loan;
- (xii) *twelfth*, to pay any Additional Interest Amount under the Subordinated Loan.

2. Pre-Issuer Default Principal Priority of Payments

On each Guarantor Payment Date, prior to the service of an Article 74 Notice to Pay or a Notice to Pay (or following the withdrawal of an Article 74 Notice to Pay), the Covered Bond Guarantor will use Principal Available Funds to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full) (the **Pre-Issuer Default Principal Priority of Payments**):

- (i) *first*, to pay any amount due and payable under items (i) to (iv) of the Pre-Issuer Default Interest Priority of Payments, to the extent that the Interest Available Funds are not sufficient, on such Guarantor Payment Date, to make such payments in full;
- (ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Asset Swaps and (b) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Liability Swaps or to credit to the Investment Account an amount equal to the Liability Swap Principal Accumulation Amount to be used for Hedging Senior Payment under the Liability Swaps after the relevant Guarantor Payment Date;
- (iii) *third*, if the Pre-Maturity Liquidity Test (if applicable) is satisfied, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, the purchase price of the Eligible Assets and/or Integration Assets offered for sale by the Seller or any Additional Sellers in the context of Revolving Assignment in accordance with the provisions of the Master Transfer Agreement;
- (iv) *fourth*, to deposit on the Investment Account any residual Principal Available Funds in an amount sufficient to ensure that, taking into account the other resources available to the Covered Bond Guarantor, the Tests are met;
- (v) *fifth*, if a Servicer Termination Event has occurred, all residual Principal Available Funds to be credited to the Investment Account until such event of default of the Servicer is either remedied by the Servicer or waived by the Representative of the Covered Bondholders or a new servicer is appointed to service the Portfolio;
- (vi) *sixth*, if the Pre-Maturity Liquidity Test or any of the Tests is not satisfied on the Calculation Date immediately preceding the relevant Guarantor Payment Date or an Issuer Event of Default or a Covered Bond Guarantor Event of Default has occurred on or prior to such Guarantor Payment Date or the Issuer has not paid interest and principal due on the CB Payment Dates falling in the immediately preceding Guarantor Interest Period or on the relevant Guarantor Payment Date, to credit all remaining Principal Available Funds to the Investment Account;
- (vii) *seventh*, to pay any amount arising out of any termination event under any Swap Agreements not provided for under item (iii) above;
- (viii) *eighth*, to pay any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement) not already provided for under item (x) of the Pre-Issuer Default Interest Priority of Payments;
- (ix) *ninth*, to pay the amount (if any) due to the Seller as principal redemption under the Subordinated Loan (including as a consequence of *richiesta di rimborso anticipato* as indicated therein) provided that the Tests and the Pre-Maturity Liquidity Test are still satisfied after such payment.

3. Post-Issuer Default Priority of Payments

On each Guarantor Payment Date, following either an Article 74 Notice to Pay (which has not been withdrawn) or an Issuer Event of Default, but prior to the occurrence of a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor will use the Available Funds, to make payments due on such Guarantor Payment Date or to make provisions towards payments due after such Guarantor Payment Date in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full) (the **Post-Issuer Default Priority of Payments**):

(i) *first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any expenses and taxes, in order to preserve its corporate existence, to maintain it in good standing and to comply with applicable legislation;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any amount due and payable to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Administrative Services Provider, the Calculation Agent, the Asset Monitor, the Portfolio Manager, the Paying Agent, the Servicer and the Special Servicer, and (b) to credit the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;

(iii) *third*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps, and (c) to pay any interest amount due and payable on each Series of Covered Bonds on each CB Payment Date falling on such Guarantor Payment Date or to credit to the Investment Account an amount equal to the Interest Accumulation Amount, to be used for any interest payment due on the CB Payment Dates falling during the immediately following Guarantor Interest Period (except if the relevant CB Payment Date falls on the first day of such immediately following Guarantor Interest Period), in respect of any Series of Covered Bonds in relation to which no Liability Swaps have been entered into;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date under the Asset Swaps, (b) to pay any Hedging Senior Payment, in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps or to credit to the Investment Account an amount equal to the Liability Swap Principal Accumulation Amount to be used for Hedging Senior Payments under the Liability Swaps during the next following Guarantor Interest Period, and (c) to pay any amount in respect of principal due and payable on each Series of Covered Bonds on each CB Payment Date falling on such Guarantor Payment Date or to credit to the Investment Account any amount in respect of principal to be paid on each CB Payment Dates falling during the next following Guarantor Interest Period;

(v) *fifth*, to deposit on the Investment Account any residual amount until all Covered Bonds are fully repaid or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated;

(vi) *sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount arising out of any termination event under any Swap Agreement not provided for under items (iii) and (iv) above;

(vii) *seventh*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);

(viii) *eighth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Base Interest Amount under the Subordinated Loan;

(ix) *ninth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as principal under the Subordinated Loan;

(x) *tenth*, to the extent that all the Covered Bonds issued under any Series have been repaid in full or an amount equal to the Required Redemption Amount for each Series of Covered Bonds outstanding has been accumulated, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Additional Interest Amount under the Subordinated Loan.

4. Post-Guarantor Default Priority of Payments

On each Guarantor Payment Date, following a Covered Bond Guarantor Event of Default, the Representative of the Covered Bondholders (or a receiver appointed on its behalf) will use the Available Funds to make payments in the order of priority set out below (in each case only if and to the extent that payments of a higher priority have been made in full) (the **Post-Guarantor Default Priority of Payments**):

(i) *first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any expenses and taxes;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any amounts due and payable to the Representative of the Covered Bondholders, the Account Bank, the Cash Manager, the Calculation Agent, the Administrative Services Provider, the Asset Monitor, the Portfolio Manager, the Servicer and the Special Servicer, and (b) to credit an amount up to the Covered Bond Guarantor Disbursement Amount into the Expenses Account and the Covered Bond Guarantor Retention Amount into the Corporate Account;

(iii) *third*, *pari passu* and *pro rata* according to the respective amounts thereof (a) to pay any Hedging Senior Payment, other than in respect of principal, due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any Hedging Senior Payments, other than in respect of principal, due and payable on such Guarantor Payment Date under the Liability Swaps and (c) to pay any amount, other than in respect of principal, due and payable on each Series of Covered Bonds;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay any Hedging Senior Payment in respect of principal due and payable on such Guarantor Payment Date, under the Asset Swaps, (b) to pay any amount in respect of principal due and payable under each Series of Covered Bonds on such Guarantor Payment Date and (c) to pay any Hedging Senior Payments in respect of principal due and payable on such Guarantor Payment Date under the Liability Swaps;

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount arising out of any termination event under any Swap Agreements not provided for under items (iii) and (iv) above;

(vi) *sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable to the Seller, the Additional Sellers (if any) or the Issuer under any Transaction Document (other than the Subordinated Loan Agreement);

(vii) *seventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Base Interest Amount under the Subordinated Loan;

(viii) *eighth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amounts due as principal under the Subordinated Loan;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due as Additional Interest Amount under the Subordinated Loan.

USE OF PROCEEDS

The net proceeds to the Issuer from the issue of each Series of Covered Bonds will be used by Intesa Sanpaolo Group for general funding purposes.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

1. Master Transfer Agreement

Pursuant to the Master Transfer Agreement, the Seller assigned and transferred the Initial Portfolio to the Covered Bond Guarantor, without recourse (*pro soluto*) and in accordance with Law 130. Furthermore, the Seller and the Covered Bond Guarantor agreed that the Seller may assign and transfer Eligible Assets and/or Integration Assets to the Covered Bond Guarantor from time to time, on a revolving basis, in the cases and subject to the limits for the transfer of further Eligible Assets and/or Integration Assets.

Assignment of Further Portfolios

For each assignment of a Further Portfolio, the Covered Bond Guarantor shall pay the Seller an amount equal to the aggregate amount of all the Individual Purchase Prices of each Receivable and/or Security included in such Further Portfolio, to be calculated in accordance with the provisions set forth under the Master Transfer Agreement.

On the relevant Selection Date (i) the Receivables included in each Further Portfolio shall comply with the General Criteria (and, if applicable in relation to the relevant issuance, the Specific Criteria) and (ii) the Securities included in each Further Portfolio shall comply with the characteristics set out in the Master Transfer Agreement. The Portfolio may also include Integration Assets provided that the total amount of such Integration Assets does not exceed the Integration Assets Limit.

Each assignment of a Further Portfolio shall be aimed at:

- (a) issuing further Covered Bonds, to be funded through the amounts made available under the Subordinated Loan Agreement (an **Issuance Collateralisation Assignment**); or
- (b) purchasing additional Eligible Assets utilising the principal Collections received by the Covered Bond Guarantor with respect to the Eligible Assets which are part of the Portfolio in accordance with the Pre-Issuer Default Principal Priority of Payments (a **Revolving Assignment of Eligible Assets**); or
- (c) purchasing additional Eligible Assets or Integration Assets, utilising the principal Collections received by the Covered Bond Guarantor with respect to the Integration Assets which are part of the Portfolio in accordance with the Pre-Issuer Default Principal Priority of Payments (a **Revolving Assignment of Integration Assets** and, together with the Revolving Assignments of Eligible Assets, **Revolving Assignments**); or
- (d) complying with the Mandatory Tests, and preventing the breach of the Mandatory Tests, in accordance with the Portfolio Administration Agreement (an **Integration Assignment**), subject to the Integration Assets Limits.

The obligation of the Covered Bond Guarantor to purchase any Further Portfolio is subject to the occurrence of certain conditions including, without limitation, (a) in respect of any Revolving Assignment, the existence of sufficient Principal Available Funds on the Guarantor Payment Date immediately succeeding the relevant Calculation Date, as calculated on the basis of the Pre-Issuer Default Principal Priority of Payments; and (b) the amount of money required for funding an Issuance Collateralisation Assignments or Integration Assignments which shall be drawn under the Subordinated Loan, together with all outstanding drawings thereunder, is not higher than the Maximum Amount.

The obligation of the Covered Bond Guarantor to purchase any Further Portfolio is also subject to further conditions subsequent set out in the Master Transfer Agreement.

Price Adjustments

The Master Transfer Agreement provides for a price adjustment mechanism, pursuant to which:

- (i) if, following the relevant Selection Date, any Receivable included in any Further Portfolio does not meet the applicable Criteria, then such Receivable will be deemed not to have been assigned and transferred to the Covered Bond Guarantor pursuant to the Master Transfer Agreement and the relevant Transfer Agreement;
- (ii) if, following the relevant Selection Date, a Receivable which has not been included in a Further Portfolio meets the applicable Criteria, then such Receivable shall be deemed to have been assigned

and transferred to the Covered Bond Guarantor pursuant to the Master Transfer Agreement and the relevant Transfer Agreement, with economic effects as of the Evaluation Date of the relevant Portfolio.

Repurchase of Receivables and pre-emption right

The Seller is granted, pursuant to Article 1331 of Italian Civil Code, an option right (*diritto di opzione*) to repurchase Receivables or Securities included in the relevant Portfolio, individually or in block, also in different tranches, on the terms and conditions set out in the Master Transfer Agreement. In particular, in order to exercise such option right, the Seller must pay the Covered Bond Guarantor an amount to be calculated under and in accordance with the provisions of the Master Transfer Agreement. The exercise of the option right shall be conditional upon, *inter alia*, (a) verification by the Calculation Agent, and confirmation of the Seller, that the exercise of such right shall not cause a breach of the Tests and (b) the absence of an Insolvency Event of the Seller.

The Seller is also granted a pre-emption right (*diritto di prelazione*) to repurchase Receivables or Securities, which the Covered Bond Guarantor may wish to sell to third parties, at the same terms and conditions provided to such third parties. Such pre-emption rights shall cease should the Seller be submitted to any of the proceedings set out under Title V of the Banking Law.

Termination of the Covered Bond Guarantor's obligation to purchase Further Portfolios

Pursuant to the Master Transfer Agreement, the obligation of the Covered Bond Guarantor to purchase Further Portfolios shall terminate upon the occurrence of any of the following: (a) a breach of the undertakings and duties of the Seller pursuant to the Transaction Documents, in the event such breach is not cured within the period specified in the Master Transfer Agreement, or it is otherwise not curable; (b) a material breach of the Seller's representations and warranties given in any of the Transaction Documents; (c) the occurrence of a Seller's material adverse change; (d) the Seller becoming subject to an Insolvency Proceeding or similar proceedings; (e) the Seller ceasing to be the holding company of the Intesa Sanpaolo Group; (f) a change in law and regulations, following which the Programme becomes impossible or less convenient for the parties, both from an economic and commercial point of view; (g) the Seller being notified of the commencement of a judicial proceeding which may reasonably cause the occurrence of a material adverse change of the Seller; (h) the occurrence of an Issuer Event of Default notified by the Representative of the Covered Bondholders both to the Issuer and the Covered Bond Guarantor; (i) the occurrence of a Guarantor Event of Default; and (j) the Programme Termination Date has been reached.

Further to the occurrence of any of the events described above, the Covered Bond Guarantor shall no longer be obliged to purchase Further Portfolios, provided that the occurrence of any of the events indicated under (e), (f), (g), (h) and (j) above shall not prevent Integration Assignments.

Undertakings

The Master Transfer Agreement also contains a number of undertakings by the Seller in respect of its activities in relation to the Receivables or Securities. The Seller has undertaken, *inter alia*, to refrain from carrying out activities with respect to the Receivables or Securities which may prejudice the validity or recoverability of any Receivable or Security and, in particular, not to assign or transfer the Receivables or Securities to any third party or to create any security interest, charge, lien or encumbrance or other right in favour of any third party in respect of the Receivables or Securities. The Seller has also undertaken to refrain from any action which could cause any of the Receivables or Security to become invalid or to cause a reduction in the amount of any of the Receivables, Securities or any security relating thereto. The Master Transfer Agreement also provides that the Seller shall waive any set off rights in respect of the Receivables or Securities, and cooperate actively with the Covered Bond Guarantor in any activity concerning the Receivables or Securities.

Representations and warranties

Under the Master Transfer Agreement, the Seller has made certain representations and warranties to the Covered Bond Guarantor.

Specifically, the Seller has made and will make to the Covered Bond Guarantor, *inter alia*, representations and warranties in respect of: (i) its status and powers, (ii) information and the documents provided to the Covered Bond Guarantor, (iii) the ownership of the Receivables and the Securities, (iv) the status of the Receivables and the Securities, and (v) terms and conditions of the Receivables and the Securities. Such

representations and warranties will be made and repeated in accordance with the provisions of the Master Transfer Agreement.

The Seller has undertaken to fully and promptly indemnify and hold harmless the Covered Bond Guarantor and its officers, directors and agents, from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements and any value added tax and other tax thereon as well as any claim for damages by third parties) awarded against, or incurred by, any of them, arising from any representations and/or warranties made by the Seller under the Master Transfer Agreement being materially false, incomplete or incorrect and/or failure by the Seller to perform any of its obligations and undertakings as set out in the Master Transfer Agreement.

Governing Law

The Master Transfer Agreement, and any non-contractual obligations arising out of or in connection with the Master Transfer Agreement, is governed by Italian Law.

2. Servicing Agreement

Under the terms of the Servicing Agreement, *inter alia*, (i) the Servicer has agreed to administer and service the Receivables (with the exception of the Defaulted Receivables classified as *in sofferenza*) and the Securities and to carry out the collection activities relating to the Receivables and the Securities, on behalf of the Covered Bond Guarantor; and (ii) the Special Servicer has agreed to administer and service the Defaulted Receivables classified as *in sofferenza*.

The appointment of the Servicer and the Special Servicer is not a mandate *in rem propriam* and, therefore, the Covered Bond Guarantor is entitled to revoke or terminate the same in accordance with the provisions set forth in the Servicing Agreement.

As consideration for the activities performed in accordance with the terms of the Servicing Agreement, the Servicer and the Special Servicer shall receive certain fees, and shall have the right to be reimbursed of certain expenses, which shall be payable by the Covered Bond Guarantor on each Guarantor Payment Date in accordance with the applicable Priorities of Payments. The Servicing Agreement provides that, for as long as the Seller and the Special Servicer are the same entity, no fee shall be due to the Special Servicer.

Activities of the Servicer and the Special Servicer

In the context of the appointment, the Servicer has undertaken to perform, with its best diligence and highest professional standards, *inter alia*, the activities specified below:

- (i) administration and management of the Receivables (with the exception of the Defaulted Receivables classified as *in sofferenza*) and the Securities and collection of the Receivables and the Securities in accordance with the Servicing Agreement, the Collection Policies and the OBG Regulations;
- (ii) performance of certain activities with reference to the data processing pursuant to the Privacy Law;
- (iii) keeping and maintaining updated and safe the documents relating to the Receivables or Securities transferred from the Seller to the Covered Bond Guarantor; consenting to the Covered Bond Guarantor and the Representative of the Covered Bondholders examining and inspecting the documents and producing copies thereof;
- (iv) upon the occurrence of a Covered Bond Guarantor Event of Default, the Servicer shall follow only the instructions given by the Representative of the Covered Bondholders and disregard those instructions given by the Covered Bond Guarantor.

In the context of its appointment, the Special Servicer has undertaken to perform, with its best diligence and highest professional standards, *inter alia*, the activities relating to the administration and management of the Defaulted Receivables classified as *in sofferenza* and the commencement and management of the judicial and insolvency proceedings relating thereto, in accordance with the Servicing Agreement and the Collection Policies.

Each of the Servicer and the Special Servicer is entitled to delegate the performance of certain activities to third parties, except for the supervisory activities which the Servicer shall be bound to carry out in accordance with the BoI Regulations. Notwithstanding the above, each of the Servicer and/or the Special Servicer shall remain fully liable for the activities performed by any party so appointed by it, and shall

maintain the Covered Bond Guarantor fully indemnified for any losses, costs and damages incurred for the activity performed by a party so appointed.

Servicer Reports

The Servicer has undertaken to prepare and submit monthly and quarterly reports to, *inter alios*, the Covered Bond Guarantor, the Administrative Services Provider, the Asset Monitor, the Rating Agency, the Representative of the Covered Bondholders, the Hedging Counterparties and the Calculation Agent, in the form set out in the Servicing Agreement, containing information about the Collections made in respect of the Portfolio during the preceding calendar month or Collection Period (respectively). The reports will provide the main information relating to the Servicer's activity during the relevant period, including without limitation, a description of the Portfolio (outstanding amount, principal and interest) and information relating to delinquencies, defaults and collections.

Successor Servicer and Successor Special Servicer

According to the Servicing Agreement, upon the occurrence of a termination event, the Covered Bond Guarantor shall have the right to terminate the appointment of the Servicer and/or the Special Servicer (as the case may be) and, subject to the approval in writing of the Representative of the Covered Bondholders, to appoint a Successor Servicer and/or Successor Special Servicer (as relevant). The relevant successor shall have certain characteristics as set out under the Servicing Agreement and shall undertake to carry out the activities of the Servicer and/or the Special Servicer (as relevant) by entering into a servicing agreement having substantially the same form and contents as the Servicing Agreement and accepting the terms and conditions of the Intercreditor Agreement.

The Covered Bond Guarantor may terminate (*revocare*) the appointment of the Servicer upon the occurrence of any of the following termination events:

- (i) the occurrence of an Insolvency Proceeding with respect to the Servicer or the Servicer resolving upon the entering into an Insolvency Proceeding or a voluntary liquidation;
- (ii) failure by the Servicer to observe or perform certain of its duties (as set out under the Servicing Agreement) and the continuation of such failure for a period of 15 Business Days following receipt of written notice from the Covered Bond Guarantor, provided that such failure may prejudice the activities of the Servicer under the Servicing Agreement;
- (iii) inability of the Servicer to meet the legal requirements and the Bank of Italy's regulations for entities acting as servicer.

The Covered Bond Guarantor may terminate (*revocare*) the appointment of the Special Servicer upon the occurrence of any of the following termination events:

- (i) the occurrence of an Insolvency Proceeding with respect to the Special Servicer or the Special Servicer resolving upon the entering into an Insolvency Proceeding or a voluntary liquidation;
- (ii) failure by the Special Servicer to observe or perform certain of its duties (as set out under the Servicing Agreement) and the continuation of such failure for a period of 15 Business Days following receipt of written notice from the Covered Bond Guarantor, provided that such failure may prejudice the activities of the Special Servicer under the Servicing Agreement;
- (iii) if the Covered Bond Guarantor terminates the appointment of the Servicer, provided that, upon the occurrence of the event indicated under this paragraph (iii), the Covered Bond Guarantor shall be required to terminate the appointment of the Special Servicer.

Appointment of the Second Special Servicer

The Special Servicer may also select an entity (the **Second Special Servicer**), which may be prepared to carry out activities substantially similar to the activities carried out by the Special Servicer under the Servicing Agreement in respect of certain Defaulted Receivables classified as *in sofferenza*. The appointment of the Second Special Servicer by the Covered Bond Guarantor shall be subject to, *inter alia*, the prior consent of the Representative of the Covered Bondholders.

Governing Law

The Servicing Agreement, and any non-contractual obligations arising out of or in connection with the Servicing Agreement, is governed by Italian law.

3. Subordinated Loan Agreement

Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Provider granted the Covered Bond Guarantor a Subordinated Loan for a maximum amount equal to Euro 20,000,000,000, or such other higher amount which will be notified by the Subordinated Loan Provider to the Covered Bond Guarantor in accordance with the terms of the Subordinated Loan Agreement (the **Maximum Amount**). Under the provisions of the Subordinated Loan Agreement, upon the relevant disbursement notice being filed by the Covered Bond Guarantor, the Subordinated Loan Provider shall make advances to the Covered Bond Guarantor in amounts equal to the relevant price of the Further Portfolios transferred from time to time to the Covered Bond Guarantor in order to carrying out (a) an Issuance Collateralisation Assignment or (b) an Integration Assignment.

The Covered Bond Guarantor shall pay any amounts due under the Subordinated Loan in accordance with the relevant Priorities of Payments. The Subordinated Loan shall be remunerated by way of (i) the Base Interest Amount, and (ii) the Additional Interest Amount.

Governing Law

The Subordinated Loan Agreement, and any non-contractual obligations arising out of or in connection with the Subordinated Loan Agreement, is governed by Italian law.

4. Covered Bond Guarantee

On or about the First Issue Date the Covered Bond Guarantor issued the Covered Bond Guarantee securing the payment obligations of the Issuer under the Covered Bonds, in accordance with the provisions of Law 130 and of the MEF Decree.

Under the terms of the Covered Bond Guarantee, if the Issuer defaults in the payment on the due date (subject to any applicable grace periods) of any monies due and payable under or pursuant to the Covered Bonds, or if any other Issuer Event of Default or an Article 74 Event occurs, the Covered Bond Guarantor has agreed (subject as described below) to pay, or procure to be paid, following service by the Representative of the Covered Bondholders of a Notice to Pay or an Article 74 Notice to Pay (which has not been withdrawn), unconditionally and irrevocably, any amounts due under the Covered Bonds as and when the same were originally due for payment by the Issuer, as of any Maturity Date or, if applicable, Extended Maturity Date.

Pursuant to Article 7-bis, paragraph 1, of Law 130 and Article 4 of the MEF Decree, the guarantee provided under the Covered Bond Guarantee is a first demand (*a prima richiesta*), unconditional, irrevocable (*irrevocabile*) and independent guarantee (*garanzia autonoma*) and therefore provides for direct and independent obligations of the Covered Bond Guarantor *vis-à-vis* the Covered Bondholders and with limited recourse to the Available Funds, irrespective of any invalidity, irregularity or unenforceability of any of the guaranteed obligations of the Issuer. The provisions of the Italian Civil Code relating to *fideiussione* set forth in articles 1939 (*Validità della fideiussione*), 1941, paragraph 1 (*Limiti della fideiussione*), 1944, paragraph 2 (*Escussione preventiva*), 1945 (*Eccezioni opponibili dal fideiussore*), 1955 (*Liberazione del fideiussore per fatto del creditore*), 1956 (*Liberazione del fideiussore per obbligazione futura*) and 1957 (*Scadenza dell'obbligazione principale*) shall not apply to the Covered Bond Guarantee.

Following the occurrence of an Article 74 Event or an Issuer Event of Default and the service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay, the Covered Bond Guarantor shall pay or procure to be paid on the relevant Scheduled Due for Payment Date to the Covered Bondholders an amount equal to those Guaranteed Amounts which shall become due for payment in accordance with the relevant Conditions, but which have not been paid by the Issuer to the relevant Covered Bondholder on the relevant Scheduled Payment Date.

Following the occurrence of a Covered Bond Guarantor Event of Default and the service by the Representative of the Covered Bondholders of a Covered Bond Guarantor Acceleration Notice in respect of all Covered Bonds, which shall become immediately due and repayable, the Covered Bond Guarantor shall

pay or procure to be paid on the Due for Payment Date to the Covered Bondholders, the Guaranteed Amounts for all outstanding Covered Bonds.

Following service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay on the Covered Bond Guarantor, but prior to the occurrence of a Covered Bond Guarantor Event of Default, payment by the Covered Bond Guarantor of the Guaranteed Amounts pursuant to the Covered Bond Guarantee will be made, subject to and in accordance with the Post-Issuer Default Priority of Payments, on the relevant Scheduled Due for Payment Date, provided that, if an Extended Maturity Date is envisaged under the relevant Final Terms and actually applied, any amount representing the Final Redemption Amount due and remaining unpaid on the Maturity Date may be paid by the Covered Bond Guarantor on any Scheduled Payment Date thereafter, up to (and including) the relevant Extended Maturity Date. In addition, to the extent that the Covered Bond Guarantor has insufficient monies available after payment of higher ranking amounts and taking into account amounts ranking *pari passu* therewith in the relevant Priorities of Payments, the Covered Bond Guarantor shall make partial payments of the Guaranteed Amounts in accordance with the Post-Issuer Default Priority of Payments.

Following service of a Covered Bond Guarantor Acceleration Notice all Covered Bonds will accelerate against the Covered Bond Guarantor in accordance with the Conditions, becoming due and payable, and they will rank *pari passu* amongst themselves and the Available Funds shall be applied in accordance with the Post-Guarantor Default Priority of Payments.

All payments of Guaranteed Amounts by or on behalf of the Covered Bond Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature unless such withholding or deduction of such taxes, assessments or other governmental charges are required by law or regulation or administrative practice of any jurisdiction. If any such withholding or deduction is required, the Covered Bond Guarantor will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The Covered Bond Guarantor will not be obliged to pay any amount to any Covered Bondholder in respect of the amount of such withholding or deduction.

Exercise of rights

Following the occurrence of an Article 74 Event and service of an Article 74 Notice to Pay (which has not been withdrawn) on the Covered Bond Guarantor, but prior to the occurrence of a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor in accordance with the provisions of Article 4, Paragraph 4, of the MEF Decree shall temporarily substitute the Issuer with respect to all obligations of the Issuer towards the Covered Bondholders in accordance with the terms and conditions originally set out for the Covered Bonds, so that the rights of payment of the Covered Bondholders in such circumstance will only be the right to receive payments of the Scheduled Interest and the Scheduled Principal from the Covered Bond Guarantor on the Scheduled Due for Payment Date. In consideration for the substitution of the Covered Bond Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the rights of the Covered Bondholders *vis-à-vis* the Issuer and any amount recovered from the Issuer will be part of the Available Funds.

Following the occurrence of an Issuer Event of Default (other than the event referred under Condition 13(c)(iv)) and service of a Notice to Pay on the Covered Bond Guarantor, but prior to the occurrence of any Covered Bond Guarantor Event of Default, the Covered Bond Guarantor, in accordance with the provisions set forth under the Covered Bond Guarantee (as well as in accordance with the provisions of Article 4, Paragraph 3, of the MEF Decree), shall substitute the Issuer with respect to all obligations of the Issuer towards the Covered Bondholders in accordance with the terms and conditions originally set out for the Covered Bonds, so that the rights of payment of the Covered Bondholders in such circumstance will only be the right to receive payments of the Scheduled Interest and the Scheduled Principal from the Covered Bond Guarantor on the Scheduled Due for Payment Date. In consideration for the substitution of the Covered Bond Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders *vis-à-vis* the Issuer and any amount recovered from the Issuer will be part of the Available Funds.

Following the occurrence of an Issuer Event of Default referred under Condition 13(c)(iv)) and service of a Notice to Pay on the Covered Bond Guarantor, but prior to the occurrence of a Covered Bond Guarantor

Event of Default, as of the date of administrative liquidation (*liquidazione coatta amministrativa*) of the Issuer, the Covered Bond Guarantor in accordance with the provisions of Article 4, Paragraph 3, of the MEF Decree shall substitute the Issuer with respect to all obligations of the Issuer towards the Covered Bondholders in accordance with the terms and conditions originally set out for the Covered Bonds, so that the rights of payment of the Covered Bondholders in such circumstance will only be the right to receive payments of the Scheduled Interest and the Scheduled Principal from the Covered Bond Guarantor on the Scheduled Due for Payment Date. In consideration for the substitution of the Covered Bond Guarantor in the performance of the payment obligations of the Issuer under the Covered Bonds, the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the rights of the Covered Bondholders vis-à-vis the Issuer and any amount recovered from the Issuer will be part of the Available Funds.

As a consequence and as expressly indicated in the Conditions, the Covered Bondholders have irrevocably delegated to the Covered Bond Guarantor (also in the interest and for the benefit of the Covered Bond Guarantor) the exclusive right to proceed against the Issuer to enforce the performance of any of the payment obligations of the Issuer under the Covered Bonds, including any rights of enforcing any acceleration of payment provisions provided under the Conditions or under the applicable legislation. For this purpose the Representative of the Covered Bondholders, on behalf of the Covered Bondholders, upon request of the Covered Bond Guarantor, shall provide the Covered Bond Guarantor with any powers of attorney and/or mandates as the latter may deem necessary or expedient for taking all necessary steps to ensure the timely and correct performance of its mandate.

In each case the Guaranteed Amounts does not include any additional amounts payable under Condition 12(a) (*Gross up by Issuer*).

Governing Law

The Covered Bond Guarantee, and any non-contractual obligations arising out of or in connection with the Covered Bond Guarantee, is governed by Italian law.

5. Administrative Services Agreement

Pursuant to the Administrative Services Agreement, the Administrative Services Provider has agreed to provide the Covered Bond Guarantor with a number of administrative services, including keeping of the corporate books and the accounting and tax registers of the Covered Bond Guarantor.

Governing Law

The Administrative Services Agreement, and any non-contractual obligations arising out of or in connection with the Administrative Services Agreement, is governed by Italian law.

6. Intercreditor Agreement

Under the terms of the Intercreditor Agreement, the parties thereto agreed that all the Available Funds of the Covered Bond Guarantor will be applied in or towards satisfaction of the Covered Bond Guarantor's payment obligations towards the Covered Bondholders and the Secured Creditors, in accordance with the relevant Priorities of Payments provided in the Intercreditor Agreement.

According to the Intercreditor Agreement, the Representative of the Covered Bondholders will, subject to a Covered Bond Guarantor Event of Default having occurred, ensure that all the Available Funds are applied in or towards satisfaction of the Covered Bond Guarantor's payment obligations towards the Covered Bondholders and the Secured Creditors, in accordance with the Post-Guarantor Default Priority of Payments provided in the Intercreditor Agreement.

The obligations owed by the Covered Bond Guarantor to each of the Covered Bondholders and each of the Secured Creditors will be limited recourse obligations of the Covered Bond Guarantor. The Covered Bondholders and the Secured Creditors will have a claim against the Covered Bond Guarantor only to the extent of the Available Funds, in each case subject to and as provided for in the Intercreditor Agreement and the other Transaction Documents.

The Covered Bond Guarantor has granted a general irrevocable mandate to the Representative of the Covered Bondholders, also in the interest and for the benefit of the Covered Bondholders and the Secured Creditors, to act in the name and on behalf of the Covered Bond Guarantor on the terms and conditions specified in the Intercreditor Agreement, so that the Representative of the Covered Bondholders shall be

entitled to exercise the rights of the Covered Bond Guarantor under the Transaction Documents to which it is a party, subject as provided for under the Intercreditor Agreement.

Governing Law

The Intercreditor Agreement, and any non-contractual obligations arising out of or in connection with the Intercreditor Agreement, is governed by Italian law.

7. Cash Management and Agency Agreement

Pursuant to the Cash Management and Agency Agreement the Account Bank, the Cash Manager, the Paying Agent, the Luxembourg Listing Agent, the Servicer, the Administrative Services Provider and the Calculation Agent will provide the Covered Bond Guarantor with certain calculation, notification and reporting services together with account handling and cash management services in relation to monies from time to time standing to the credit of the Accounts.

In particular, under the Cash Management and Agency Agreement:

- (i) the Account Bank will provide, *inter alia*, the Covered Bond Guarantor with account handling services in relation to monies from time to time standing to the credit of the Accounts;
- (ii) the Cash Manager will provide, *inter alia*, the Covered Bond Guarantor with a report (on or prior to each Quarterly Report Date), together with certain cash management services in relation to monies standing to the credit of the Accounts;
- (iii) the Calculation Agent will provide, *inter alia*, the Covered Bond Guarantor: (i) with the Payments Report, which will set out the Available Funds and the payments to be made on the immediately succeeding Guarantor Payment Date in accordance with the applicable Priorities of Payments; and (ii) with the Investor Report, which will set out certain information with respect to the Portfolio and the Covered Bonds;
- (iv) the Paying Agent will provide the Issuer and the Covered Bond Guarantor with certain payment services.

Account Bank

The Accounts will be opened in the name of the Covered Bond Guarantor and shall be operated by the Account Bank, and the amounts standing to the credit thereof shall be debited and credited in accordance with the provisions of the Cash Management and Agency Agreement.

On behalf of the Covered Bond Guarantor, the Account Bank shall maintain or ensure that records in respect of each of the Accounts are maintained and such records will, on or prior to each Quarterly Report Date, show separately: (i) the balance of each of the Accounts as of the immediately preceding Collection Date; (ii) the total interest accrued and paid on the Accounts as of the immediately preceding Collection Date; and (iii) details of all amounts or securities credited to, and transfers made from, each of the Accounts in the course of the immediately preceding Collection Period. The Account Bank will provide information to the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Administrative Services Provider and/or the Calculation Agent, upon their request, regarding the balance of the Accounts.

Pursuant to the Cash Management and Agency Agreement, it is a necessary requirement that the Account Bank shall always maintain the Minimum Required Account Bank Rating provided for under the Cash Management and Agency Agreement, and failure to so qualify shall constitute a termination event thereunder.

The Account Bank may resign from its appointment under the Cash Management and Agency Agreement and the Covered Bond Guarantor and the Representative of the Covered Bondholders may jointly terminate the appointment of the Account Bank pursuant to the terms of the Cash Management and Agency Agreement. The Account Bank shall not be released from its obligations under the Cash Management and Agency Agreement until its substitute, to be appointed by the Representative of the Covered Bondholders and the Covered Bond Guarantor jointly, has entered into the Cash Management and Agency Agreement, the Intercreditor Agreement and the Master Definitions Agreement and has accepted the security created under the Pledge Agreement and the Deed of Charge and Assignment.

Cash Manager

On each Guarantor Payment Date, the Cash Manager shall, subject to receiving the Payments Report from the Calculation Agent, execute the payment instructions stated by the Calculation Agent and shall allocate the amounts standing on the Payment Account according to the relevant Priorities of Payments, except for the payments to be carried out by the Paying Agent under the outstanding Covered Bonds.

During each Collection Period, the Cash Manager may instruct the Account Bank to invest funds standing to the credit of the Investment Account in Eligible Investments on behalf of the Covered Bond Guarantor.

Subject to compliance with the definition of Eligible Investments and the other restrictions set out in the Cash Management and Agency Agreement, the Cash Manager shall have absolute discretion as to the types and amounts of Eligible Investments which it may acquire and as to the terms on which, through whom and on which markets, any purchase of Eligible Investments may be effected. As long as the Account Bank meets the requirements under the Cash Management and Agency Agreement, with particular regard to the Minimum Required Account Bank Rating and the Collection Accounts and the Investment Account constitute Eligible Investments, the Cash Manager will be under no obligation or duty whatsoever to instruct or consider instructing the Account Bank to invest funds standing to the credit of the Investment Account in any other Eligible Investment.

On or prior to each Quarterly Report Date, the Cash Manager shall deliver a copy of its report to, *inter alios*, the Covered Bond Guarantor, the Representative of the Covered Bondholders and the Calculation Agent; such report shall include information on the Eligible Investments.

The Cash Manager may resign from its appointment under the Cash Management and Agency Agreement and the Covered Bond Guarantor and the Representative of the Covered Bondholders may jointly terminate the appointment of the Cash Manager pursuant to the terms of the Cash Management and Agency Agreement. The Cash Manager shall not be released from its obligations under the Cash Management and Agency Agreement until its substitute, to be appointed by the Representative of the Covered Bondholders and the Covered Bond Guarantor jointly, has entered into the Cash Management and Agency Agreement, the Intercreditor Agreement and the Master Definitions Agreement and has accepted the security created under the Pledge Agreement and the Deed of Charge and Assignment.

Calculation Agent

The Calculation Agent will prepare a Payments Report by no later than the fifth Business Day prior to each Guarantor Payment Date, subject to receipt by it of reports from the Servicer, the Cash Manager, the Account Bank, the Hedging Counterparties and the Administrative Services Provider, which will set out the Available Funds and payments to be made on the immediately succeeding Guarantor Payment Date in accordance with the applicable Priorities of Payments. Such Payments Report will be available for inspection during normal business hours at the registered office of the Luxembourg Listing Agent.

On or prior to the Investor Report Date, the Calculation Agent shall prepare and deliver to the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Servicer, the Administrative Services Provider, the Luxembourg Listing Agent, the Cash Manager and the Rating Agency, the Investor Report in electronic format setting out certain information with respect to the Portfolio and the Covered Bonds.

Paying Agent

Prior to the delivery of an Article 74 Notice to Pay (or following the relevant withdrawal) or a Notice to Pay, the Paying Agent shall make payments of principal and interest in respect of the Covered Bonds on behalf of the Issuer in accordance with the Conditions, the relevant Final Terms and the Cash Management and Agency Agreement.

Following the delivery of an Article 74 Notice to Pay (which has not been withdrawn), a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Account Bank, shall make payments of principal and interest, in accordance with the Covered Bond Guarantee, the relevant Priorities of Payments and the relevant provisions of the Cash Management and Agency Agreement.

Pursuant to the Cash Management and Agency Agreement, it is a necessary requirement that the Paying Agent shall always maintain the Minimum Required Paying Agent Rating provided for under the Cash

Management and Agency Agreement, and failure to so qualify shall constitute a termination event thereunder.

Luxembourg Listing Agent

The Luxembourg Listing Agent will, upon and in accordance with the written instructions of the Issuer and, after the occurrence of an Issuer Event of Default, the Covered Bond Guarantor or, following the occurrence of a Covered Bond Guarantor Event of Default, the Representative of the Covered Bondholders received at least 5 (five) calendar days before the proposed publication date, arrange for publication of any supplement to this Base Prospectus and any notice which is to be given to the Covered Bondholders by publication in the Luxembourg Stock Exchange website or alternatively in a newspaper having general circulation in Luxembourg – or by any other means time to time acceptable by the Luxembourg Stock Exchange – and will maintain one copy thereof at its address and will supply a copy thereof to the Issuer, Paying Agent, Monte Titoli and, if applicable, the Luxembourg Stock Exchange.

The Luxembourg Listing Agent will (a) promptly forward to the Issuer, the Paying Agent, the Administrative Services Provider, the Representative of the Covered Bondholders and the Covered Bond Guarantor a copy of any notice or communication addressed to the Covered Bond Guarantor or the Issuer by any Covered Bondholders and which is received by the Luxembourg Listing Agent; (b) make available to the Issuer, the Covered Bond Guarantor and the Paying Agent such information in its possession as is reasonably required for the maintenance of the records in respect of all the Accounts; (c) comply with the listing rules of the Luxembourg Stock Exchange in connection with the Programme; and (d) promptly inform the Covered Bond Guarantor of any fact which may affect its duties in connection with the Programme.

Termination

Upon the occurrence of certain events, including the Account Bank or the Paying Agent ceasing to maintain the respective Minimum Required Ratings, either the Issuer (only prior to the occurrence of an Issuer Event of Default and with respect to certain agents only), the Representative of the Covered Bondholders or the Covered Bond Guarantor, provided that (in the case of the Covered Bond Guarantor) the Representative of the Covered Bondholders consents in writing to such termination, may terminate the appointment of the Account Bank, the Cash Manager, the Paying Agent, the Luxembourg Listing Agent and the Calculation Agent, as the case may be, under the terms of the Cash Management and Agency Agreement.

Governing Law

The Cash Management and Agency Agreement, and any non-contractual obligations arising out of or in connection with the Cash Management and Agency Agreement, is governed by Italian law.

8. Portfolio Administration Agreement

Pursuant to the Portfolio Administration Agreement, the Calculation Agent has agreed to verify the compliance of the Tests and, in the event of any breach, to immediately notify in writing, *inter alios*, the Representative of the Covered Bondholders, the Issuer, the Seller, the Asset Monitor, the Paying Agent, the Hedging Counterparties and the Rating Agency of such breach. Moreover, on each Calculation Date, the Calculation Agent shall deliver an Asset Cover Report including the relevant calculations in respect of the Tests to, *inter alios*, the Issuer, the Covered Bond Guarantor, the Seller, the Representative of the Covered Bondholders, the Asset Monitor and the Hedging Counterparties.

Under the Portfolio Administration Agreement, the Issuer has undertaken certain obligations for the replenishment of the Portfolio in order to cure any breach of the Mandatory Tests.

Sale of Selected Assets and Integration Assets following the occurrence of an Article 74 Event or an Issuer Event of Default

Following the delivery of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay (and prior to the occurrence of a Covered Bond Guarantor Event of Default), if necessary in order to effect timely payments under the Covered Bonds, as determined by the Calculation Agent, the Servicer (or any other entity appointed by the Representative of the Covered Bondholders), on behalf of the Covered Bond Guarantor, shall sell Selected Assets in accordance with the Portfolio Administration Agreement, subject to any pre-emption right of the Seller or any Additional Seller pursuant to the relevant Master Transfer Agreement. The proceeds of any such sale shall be credited to the Investment Account.

In particular, if the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, is required to sell Selected Assets, it will promptly select, through a tender process, and in the name and on behalf of the Covered Bond Guarantor will appoint, a bank or investment company or an auditing firm of a recognised standing, with a long experience in the management, sale and/or financing of portfolio of assets equivalent to Eligible Assets in the Portfolio, to act as portfolio manager (the **Portfolio Manager**), on a basis intended to incentivise the Portfolio Manager to achieve the best price for the sale of such Selected Assets, to advise the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the sale, in the name and on behalf of the Covered Bond Guarantor, of Selected Assets. The Servicer, or any other third party appointed by the Representative of the Covered Bondholders, will be required to comply with the advice given by the Portfolio Manager.

The Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, will instruct the Portfolio Manager to use all reasonable endeavours to procure that Selected Assets are sold as quickly as reasonably practicable taking into account the market conditions at that time and the scheduled repayment dates of the Covered Bonds, the Conditions and the terms of the Covered Bond Guarantee.

Before offering Selected Assets for sale in accordance with the Portfolio Administration Agreement, the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, on behalf of the Covered Bond Guarantor, shall ensure, also through the Portfolio Manager, that: (i) the Selected Assets have been selected from the Portfolio on a Random Basis; (ii) no more Selected Assets will be selected than necessary for the estimated sale proceeds to equal the Adjusted Required Redemption Amount, (iii) the Selected Assets have an aggregate Current Balance in an amount which is as close as possible to the amount calculated in accordance with the provisions of the Portfolio Administration Agreement.

In addition to any required sale of Selected Assets as described above, if the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, is required to sell Selected Assets as indicated above, or if a Supplemental Liquidity Event has occurred which is continuing, then the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, shall have the right (but shall not be under the obligation) to sell Selected Assets in order to fund or replenish the Supplemental Liquidity Reserve Account up to the Supplemental Liquidity Reserve Amount, provided that the aggregate Current Balance of such Selected Assets shall not exceed the Supplemental Liquidity Available Amount. The Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, will offer the Selected Assets for sale for the best price reasonably available. Any proceeds of such sale shall be credited to the Supplemental Liquidity Reserve Account.

Following the delivery of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay (and prior to the occurrence of any Covered Bond Guarantor Event of Default), if necessary in order to effect timely payments under the Covered Bonds, as determined by the Calculation Agent in consultation with the Portfolio Manager, all the Integration Assets (other than cash deposits) shall be sold by the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, at prevailing market conditions as quickly as reasonably practicable. The proceeds of any such sale shall be credited to the Investment Account.

Sale of Selected Assets and Integration Assets following a breach of the Pre-Maturity Liquidity Test

Following a breach of the Pre-Maturity Liquidity Test in accordance with Condition 10(m) (*Pre-Maturity Liquidity Test*), the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor shall (if such breach has not been already cured by the Issuer in accordance with the Conditions), sell, subject to any pre-emption right of the Seller or the Additional Sellers (if any) pursuant to the relevant Master Transfer Agreement, Selected Assets in accordance with the Portfolio Administration Agreement for an amount equal to the Adjusted Required Redemption Amount of the Series of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates, by the earlier of (a) 20 Business Days from the date on which the Issuer is notified of the breach of the Pre-Maturity Liquidity Test, and (b) the Maturity Date of that Series of Hard Bullet Covered Bonds. The proceeds of any such sale shall be credited to the Investment Account.

Sale of Selected Assets and Integration Assets following the occurrence of a Covered Bond Guarantor Event of Default

Following the occurrence of a Covered Bond Guarantor Event of Default and the delivery of a Covered Bond Guarantor Acceleration Notice, the Representative of the Covered Bondholders shall, in the name and on behalf of the Covered Bond Guarantor (so authorised by means of the execution of the Portfolio Administration Agreement), direct the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, to sell Selected Assets in accordance with the Portfolio Administration Agreement, subject to any pre-emption right of the Seller or the Additional Sellers (if any) pursuant to the relevant Master Transfer Agreement. The proceeds of any such sale shall be credited to the Investment Account and applied in accordance with the relevant Priorities of Payments.

Governing Law

The Portfolio Administration Agreement, and any non-contractual obligations arising out of or in connection with the Portfolio Administration Agreement, is governed by Italian law.

9. Asset Monitor Agreement

Pursuant to the Asset Monitor Agreement, the Asset Monitor has agreed to perform certain tests and procedures and carry out certain monitoring and reporting services with respect to the Issuer and the Covered Bond Guarantor.

In particular, the Asset Monitor has agreed with the Issuer and, upon the delivery of an Article 74 Notice to pay (and until the date of its withdrawal) and/or a Notice to Pay, with the Covered Bond Guarantor, subject to due receipt of the information to be provided by the Calculation Agent, to conduct independent tests in respect of the calculations performed by the Calculation Agent for the Tests.

The Asset Monitor will be required to conduct such tests no later than the relevant Asset Monitor Report Date. On each Asset Monitor Report Date, the Asset Monitor shall deliver the Asset Monitor Report to, *inter alios*, the Covered Bond Guarantor, the Calculation Agent, the Representative of the Covered Bondholders and the Issuer.

Under the Asset Monitor Agreement, the Asset Monitor has acknowledged and accepted that its services will be carried out also for the benefit and in the interest of the Covered Bond Guarantor and the Representative of the Covered Bondholders.

The Issuer and (with effect as from the service of an Article 74 Notice to Pay (and until the date of its withdrawal) and/or a Notice to Pay) the Covered Bond Guarantor may, subject to the prior written consent of the Representative of the Covered Bondholders, terminate the appointment of the Asset Monitor in accordance with the termination provisions of the Asset Monitor Agreement. In any case, no revocation of the appointment of the Asset Monitor shall take effect until a successor has been duly appointed in accordance with the provisions of the Asset Monitor Agreement.

The Asset Monitor may, at any time, resign in accordance with the resignation provisions of the Asset Monitor Agreement. Such resignation will be subject to and conditional upon, *inter alia*, a substitute Asset Monitor being appointed by the Issuer or (upon delivery of an Article 74 Notice to Pay - and until the date of its withdrawal - or a Notice to Pay) the Covered Bond Guarantor.

Governing Law

The Asset Monitor Agreement, and any non-contractual obligations arising out of or in connection with the Asset Monitor Agreement, is governed by Italian law.

10. Quotaholders' Agreement

Pursuant to the Quotaholders' Agreement, the Quotaholders have undertaken certain obligations in relation to the management of the Covered Bond Guarantor. In addition, Stichting Viridis 2 has granted a call option in favour of the Issuer to purchase from Stichting Viridis 2, and Intesa Sanpaolo has granted a put option in favour of Stichting Viridis 2 to sell to Intesa Sanpaolo, the quota of the Issuer's quota capital held by Stichting Viridis 2.

Governing Law

The Quotaholders' Agreement, and any non-contractual obligations arising out of or in connection with the Quotaholders' Agreement, is governed by Italian law.

11. Dealer Agreement

Pursuant to the Dealer Agreement, the parties thereto have agreed upon the conditions under which the Covered Bonds may be issued and sold, from time to time, by the Issuer to the Dealers or any other dealers and the Issuer and the Covered Bond Guarantor have undertaken to indemnify the Dealers for all costs, liabilities, charges, expenses and claims incurred by or made against the Dealers arising out of, in connection with or based on breach of duty or misrepresentation by the Issuer and/or the Covered Bond Guarantor.

The Dealer Agreement contains provisions relating to the resignation or termination of appointment of the existing Dealers and for the appointment of additional or other dealers acceding as new dealer (i) generally in respect of the Programme, or (ii) in relation to a particular issue of a Series of Covered Bonds.

The Dealer Agreement contains stabilisation provisions.

Pursuant to the Dealer Agreement, the Issuer and the Covered Bond Guarantor have given certain representations and warranties to the Dealers in relation to, *inter alia*, themselves and the information given by each of them in connection with this Base Prospectus.

Governing Law

The Dealer Agreement, and any non-contractual obligations arising out of or in connection with the Dealer Agreement, is governed by Italian law.

12. Subscription Agreement

The Dealer Agreement also contains the *pro forma* of the Subscription Agreement to be entered into in relation to each issue of Covered Bonds.

On or prior to the relevant Issue Date, the Issuer and the Relevant Dealers will enter into a subscription agreement under which the Relevant Dealers will agree to subscribe for the relevant tranche of Covered Bonds, subject to the conditions set out therein.

Under the terms of the Subscription Agreement, the Relevant Dealers will confirm the appointment of the Representative of the Covered Bondholders.

Governing Law

The Subscription Agreement, and any non-contractual obligations arising out of or in connection with the Subscription Agreement, will be governed by Italian law.

13. Pledge Agreement

Pursuant to the Pledge Agreement the Covered Bond Guarantor pledged in favour of the Secured Creditors all the monetary claims and rights and all the amounts payable from time to time (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Covered Bond Guarantor is entitled pursuant or in relation to the Italian Law Transaction Documents.

Governing Law

The Pledge Agreement, and any non-contractual obligations arising out of or in connection with the Pledge Agreement, is governed by Italian law.

14. Deed of Charge and Assignment

Pursuant to the Deed of Charge and Assignment, the Covered Bond Guarantor has assigned by way of security to, and charged in favour of, the Representative of the Covered Bondholders (acting in its capacity as trustee for itself and the Secured Creditors), all of its rights, title, interest and benefit from time to time in and to the Swap Agreements.

Governing Law

The Deed of Charge and Assignment, and any non-contractual obligations arising out of or in connection with the Deed of Charge and Assignment, is governed by English law.

15. Swap Agreements

Liability Swaps

The Covered Bond Guarantor may enter into one or more swap transactions on each Issue Date with the Liability Hedging Counterparty in order to hedge certain interest rate and/or, if applicable, currency exposure in relation to its obligations under the Covered Bonds. Each swap transaction is documented by the 1992 ISDA Master Agreement (Multicurrency-Cross Border) and the Schedule thereto (the **Liability Swap Master Agreement**), as published by the International Swap and Derivatives Association, Inc. (**ISDA**), as supplemented by a 1995 Credit Support Annex (English Law) published by ISDA (the **Liability Swap CSA**) and a confirmation (the **Liability Swap Confirmation**) evidencing the terms of such transaction (the Liability Swap Master Agreement, the Liability Swap CSA and the Liability Swap Confirmation, together the **Liability Swap**), all governed by English law.

Each Liability Swap will contain certain limited termination events and events of default which will entitle either party to terminate the relevant Liability Swap.

In particular, under the terms of each Liability Swap, in the event that the rating(s) of the Liability Hedging Counterparty is downgraded by the Rating Agency below the rating(s) specified in the relevant Liability Swap Master Agreement (in accordance with the requirements of the Rating Agency) for that Liability Hedging Counterparty, and, where applicable, as a result of the downgrade, the then current ratings of the Covered Bonds would or may, as applicable, be adversely affected, that Liability Hedging Counterparty will, in accordance with the relevant Liability Swap Master Agreement, be required to take certain remedial measures which may include:

- (a) providing collateral for its obligations under the Liability Swap, or
- (b) arranging for its obligations under the relevant Liability Swap to be transferred to an entity with the rating(s) required by the Rating Agency, or
- (c) procuring another entity with the rating(s) required by the Rating Agency to become co-obligor or guarantor in respect of its obligations under the Liability Swap.

A failure to take such steps within the time periods specified in the Liability Swap Master Agreement will allow the Covered Bond Guarantor to terminate the relevant Liability Swap(s).

In the event of early termination of a Liability Swap, the Covered Bond Guarantor or the relevant Liability Hedging Counterparty may be liable to make a termination payment to the other in accordance with the provisions of the respective Liability Swap. Such payment will be made in accordance with the Priority of Payments set out in the Intercreditor Agreement.

Under the Liability Swaps entered into in connection with the first Series of Covered Bonds, the Covered Bond Guarantor will pay to the Liability Hedging Counterparty an amount calculated with reference to a floating rate linked to three month EURIBOR plus a margin. In return, the Liability Hedging Counterparty will pay to the Covered Bond Guarantor the amount of interest due on the first Series of Covered Bonds.

Each Liability Swap entered into in connection with a Series of Covered Bond will terminate on the Maturity Date of the relevant Series of Covered Bond or, if applicable under the relevant Final Terms and agreed by the Parties, on the Extended Maturity Date or the Long Date Due For Payment Date, as the case may be, unless terminated earlier in accordance with its terms.

Under each Liability Swap CSA, it is provided that, from time to time, if required to do so following a downgrade of the Liability Hedging Counterparty or the downgrade of such Liability Hedging Counterparty's credit support provider, as the case may be, and subject to the conditions specified in the Liability Swap CSA, such Liability Hedging Counterparty will make transfers of collateral to the Covered Bond Guarantor in support of its obligations under the relevant Liability Swap (the **Liability Swap Collateral**) and the Covered Bond Guarantor will be obliged to return equivalent collateral in accordance with the terms of the Liability Swap CSA.

Any Liability Swap Collateral required to be posted by the relevant Liability Hedging Counterparty pursuant to the terms of the relevant Liability Swap CSA may be delivered in the form of cash or securities. Cash amounts will be paid into an account opened with respect to each Liability Hedging Counterparty, designated a "**Collateral Account – Cash**" and securities will be transferred to an account opened with respect to each Liability Hedging Counterparty, designated a "**Collateral Account – Securities**".

If a Collateral Account – Cash and/or a Collateral Account – Securities are opened in relation to the Liability Swap, cash and securities (and all income in respect thereof) transferred as collateral will only be available to be applied in returning collateral (and income thereon) or in satisfaction of amounts owing by the relevant Liability Hedging Counterparty in accordance with the terms of the relevant Liability Swap CSA.

Any Liability Swap Collateral will be returned by the Covered Bond Guarantor to the relevant Liability Hedging Counterparty directly in accordance with the terms of the relevant Liability Swap CSA and not under the Priorities of Payments, provided that, in the event of early termination of the Liability Swap, the Liability Swap Collateral may be applied in the determination of a termination payment in accordance with the terms of the Liability Swap Master Agreement.

Asset Swaps

The Covered Bond Guarantor will enter into one or more swap transactions on or about the date of the transfer of each Portfolio or on or about each Issue Date with the Asset Hedging Counterparty in order to hedge the interest rate risks and/or currency risks related to the transfer of each Portfolio. Each swap transaction is documented by the 1992 ISDA Master Agreement (Multicurrency-Cross Border) and the Schedule thereto (the **Asset Swap Master Agreement** and, together with the Liability Swap Master Agreement, the **Master Agreements**), as published by ISDA, as supplemented by a 1995 Credit Support Annex (English Law) published by ISDA (the **Asset Swap CSA**) and a confirmation (the **Asset Swap Confirmation**) evidencing the terms of such transaction (the Asset Swap Master Agreement, the Asset Swap CSA and the Asset Swap Confirmation, together the **Asset Swap** and, together with the Liability Swap, the **Swap Agreements**), all governed by English law.

In the event of early termination of an Asset Swap, the Covered Bond Guarantor or the relevant Asset Hedging Counterparty may be liable to make a termination payment to the other in accordance with the provisions of the respective Asset Swap. Such payment will be made in accordance with the Priority of Payments set out in the Intercreditor Agreement.

Pursuant to the Asset Swap to be entered into on or around the First Issue Date, the Covered Bond Guarantor will hedge the interest rate risks relating to the Mortgage Loans included in the Initial Portfolio (the **Initial Asset Swap**).

Under the terms of the Initial Asset Swap:

(a) the Covered Bond Guarantor agrees to pay to the Asset Hedging Counterparty a fixed amount equal to: (i) with respect to the first Calculation Period (as defined in the Asset Swap Master Agreement), an amount equal to the sum of the interest on Adriano Finance 1 MBS (as defined in the Asset Swap Master Agreement) received by the Covered Bond Guarantor from the effective date of the Initial Asset Swap to 30 November 2010; and (ii) with respect to each subsequent Calculation Period (as defined in the Asset Swap Master Agreement), an amount equal to the sum of the interest on Adriano Finance 1 MBS (as defined in the Asset Swap Master Agreement) received by the Covered Bond Guarantor during the Collection Period starting immediately prior to the first day of such Calculation Period (as defined in the Asset Swap Master Agreement), whilst;

(b) the Asset Hedging Counterparty agrees to pay to the Covered Bond Guarantor an amount calculated with reference to a floating rate linked to three month EURIBOR plus a spread, calculated on a notional amount which is equal to: (i) with respect to the first Calculation Period (as defined in the Asset Swap Master Agreement), Euro 5,369,587,221.81, and (ii) with respect to each subsequent Calculation Period (as defined in the Asset Swap Master Agreement), the Outstanding Notional Amount of Adriano Finance 1 MBS (as defined in the Asset Swap Master Agreement) as determined on the first day of the Collection Period starting immediately prior to the first day of such Calculation Period (as defined in the Asset Swap Master Agreement).

Each Asset Swap will contain certain limited termination events and events of default which will entitle either party to terminate the relevant Asset Swap.

In particular, under the terms of each Asset Swap, in the event that the rating(s) of the Asset Hedging Counterparty is downgraded by the Rating Agency below the rating(s) specified in the relevant Asset Swap Master Agreement (in accordance with the requirements of the Rating Agency) for that Asset Hedging Counterparty, and, where applicable, as a result of the downgrade, the then current rating(s) of the Covered Bonds would or may, as applicable, be adversely affected, that Asset Hedging Counterparty will, in

accordance with the relevant Asset Swap Master Agreement, be required to take certain remedial measures which may include:

- (a) providing collateral for its obligations under the Asset Swap, or
- (b) arranging for its obligations under the relevant Asset Swap to be transferred to an entity with the rating(s) required by the Rating Agency, or
- (c) procuring another entity with the rating(s) required by the Rating Agency to become co-obligor or guarantor in respect of its obligations under the Asset Swap.

A failure to take such steps within the time periods specified in the Asset Swap Master Agreement will allow the Covered Bond Guarantor to terminate the relevant Asset Swap(s).

Under each Asset Swap CSA, it is provided that, from time to time, if required to do so following a downgrade of the Asset Hedging Counterparty or the downgrade of such Asset Hedging Counterparty's credit support provider, as the case may be, and subject to the conditions specified in the Asset Swap CSA, such Asset Hedging Counterparty will make transfers of collateral to the Covered Bond Guarantor in support of its obligations under the relevant Asset Swap (the **Asset Swap Collateral**) and the Covered Bond Guarantor will be obliged to return equivalent collateral in accordance with the terms of the Asset Swap CSA.

Any Asset Swap Collateral required to be posted by the relevant Asset Hedging Counterparty pursuant to the terms of the relevant Asset Swap CSA may be delivered in the form of cash or securities. Cash amounts and/or securities will be paid into the Collateral Account – Cash or the Collateral Account – Securities (as these terms are defined above), as relevant.

If a Collateral Account – Cash and/or a Collateral Account – Securities are opened in relation to the Asset Swap, cash and securities (and all income in respect thereof) transferred as collateral will only be available to be applied in returning collateral (and income thereon) or in satisfaction of amounts owing by the relevant Asset Hedging Counterparty in accordance with the terms of the relevant Asset Swap CSA.

Any Asset Swap Collateral will be returned by the Covered Bond Guarantor to the relevant Asset Hedging Counterparty directly in accordance with the terms of the relevant Asset Swap CSA and not under the Priorities of Payments, provided that, in the event of early termination of the Asset Swap, the Asset Swap Collateral may be applied in the determination of a termination payment in accordance with the terms of the Asset Swap Master Agreement.

Governing Law

The Swap Agreements are governed by English law.

Notwithstanding the above, the Covered Bond Guarantor could enter into hedging agreements, other than the Master Agreements, in order to hedge the interest rate and/or currency risk related to the transfer of each Portfolio or to the Covered Bonds. Details of such agreements will be provided for, from time to time, in the relevant Final Terms.

16. Master Definitions Agreement

Under the Master Definitions Agreement, the parties thereto have agreed upon the definitions of certain terms utilised in the Transaction Documents.

Governing Law

The Master Definitions Agreement, and any non-contractual obligations arising out of or in connection with the Master Definitions Agreement, is governed by Italian law.

SELECTED ASPECTS OF ITALIAN LAW

The following is an overview only of certain aspects of Italian law that are relevant to the transactions described in this Base Prospectus and of which prospective Covered Bondholders should be aware. It is not intended to be exhaustive and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.

Law 130 and Article 7-bis thereof. General remarks

Law 130 was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

Law Decree of 14 March 2005, No. 35, converted with amendments into law by law 14 May 2005, No. 80, added articles 7-bis and 7-ter to Law 130, for the purpose of allowing Italian banks to use the securitisation techniques introduced by Law 130 in view of issuing covered bonds (*obbligazioni bancarie garantite*).

Pursuant to article 7-bis, certain provisions of Law 130 apply to transactions involving the "true" sale (by way of non-gratuitous assignment) of receivables or asset backed securities issued in the context of securitisation transactions meeting certain eligibility criteria set out in article 7-bis and in MEF Decree, where the sale is to a vehicle incorporated pursuant to article 7-bis and all amounts paid by the debtors are to be used by the special purpose vehicle exclusively to meet its obligations under a guarantee to be issued by it, in view of securing the payment obligations of the selling bank or of other banks in connection with the issue of covered bonds.

Pursuant to article 7-bis, the purchase price of the assets to be included in the portfolio shall be financed through the taking of a loan granted or guaranteed by the bank selling the assets or a different bank. The payment obligations of the special purpose vehicle under such loan shall be subordinated to the payment obligations of the issuing bank *vis-à-vis* the covered bondholders, the counterparties of any derivative contracts hedging risks in connection with the assigned receivables and securities, the counterparties of any other ancillary contract and counterparties having a claim in relation to any payment of other costs of the transaction.

The covered bonds are further regulated by the BoI OBG Regulations, under which the covered bonds may be issued also by banks which are member of banking groups meeting, as of the date of issuance of the covered bonds, certain requirements relating to the consolidated regulatory capital and the consolidated solvency ratio at the group's level. Such requirements must be complied with, as of the date of issuance of the covered bonds, also by banks selling the assets, where the latter are different from the bank issuing the covered bonds and do not fall within the same banking group.

Eligibility criteria of the assets and limits to the assignment of assets

Under the MEF Decree, the following assets, *inter alia*, may be assigned to the purchasing company, together with any ancillary contracts aimed at hedging the financial risks embedded in the relevant assets: (a) residential and commercial mortgage loans having the characteristics set out under Article 2, Paragraph 1 (a) and (b), respectively, of the MEF Decree; (b) asset backed securities issued in the context of securitisation transactions, meeting the following criteria: (i) the relevant securitised receivables comprise, for an amount equal at least to 95 per cent., loans referred to in (a) above; (ii) the relevant asset backed securities attract a risk weighting factor not exceeding 20 per cent. under the "standardised approach" to credit risk measurement.

For the purpose above, the relevant provisions define a guarantee "valid for purposes of the credit risk mitigation" as a guarantee eligible for the "credit risk mitigation", in accordance with Directive 2006/48/EC of June 14, 2006 (the **Restated Banking Directive**). Similarly, the "standardised approach" shall provide a uniform approach to credit risk measurements as defined by the Restated Banking Directive.

The BoI OBG Regulations set out certain requirements for banks belonging to banking groups with respect to the issuance of covered bonds, to be met at the time of the relevant issuance:

- (i) a regulatory capital on a consolidated basis of not less than Euro 500,000,000.00; and
- (ii) an overall capital ratio on a consolidated basis of not less than 9 per cent..

The above mentioned requirements must be complied with, as of the date of the assignment, also by the banks selling the assets, where the latter are different from the bank issuing the covered bonds and do not fall within the same banking group.

If the bank selling the assets does not belong to a banking group, the above mentioned requirements relate to the individual regulatory capital and/or overall capital ratio.

Moreover, the BoI OBG Regulations set out certain limits to the possibility for banks to assign eligible assets, which are based on the level of the consolidated (or individual, as the case may be) solvency ratio (CSR) and the "tier 1 ratio" (the T1R), in accordance with the following grid, contained in the BoI OBG Regulations:

Capital adequacy condition		Limits to the assignment
Group "a"	CSR \geq 11 per cent. and T1R \geq 7 per cent.	No limits
Group "b"	CSR \geq 10 per cent. and $<$ 11 per cent. and T1R \geq 6,5 per cent.	Assignment allowed up to 60% of the eligible assets
Group "c"	CSR \geq 9 per cent. and $<$ 10 per cent. and T1R \geq 6 per cent.	Assignment allowed up to 25% of the eligible assets

The relevant CSR and T1R set out in the grid relate to the aggregate of the covered bonds transactions launched by the relevant banking group, or individual bank, as the case may be. If foreign entities belonging to the banking group of the bank selling the assets have issued covered bonds in accordance with their relevant jurisdiction and have therefore segregated part of their assets to guarantee the relevant issuances, the limits set out above shall be applied to the eligible assets held by the Italian companies being part of the assigning bank's banking group.

The limits to the assignment set out above do not apply to the integration of the portfolio, provided that such integration is allowed exclusively within the limits set out by the BoI OBG Regulations.

The substitution of eligible assets included in the portfolio with other eligible assets of the same nature is also permitted, provided that certain conditions indicated under the BoI OBG Regulations are met.

Ring-Fencing of the assets

Under the terms of Article 3 of Law 130, the assets relating to each transaction will by operation of law be segregated for all purposes from all other assets of the special purpose vehicle which purchases the assets. On a winding up of the special purpose vehicle such assets will only be available to holders of the covered bonds in respect of which the special purpose vehicle has issued the covered bond guarantee and to the other secured creditors of the special purpose vehicle. In addition, the assets relating to a particular covered bond transaction will not be available to the holders of covered bonds issued under any other covered bond transaction or to general creditors of the special purpose vehicle.

However, under Italian law, any other creditor of the special purpose vehicle which is not a party to the transaction documents would be able to commence insolvency or winding up proceedings against the special purpose vehicle in respect of any unpaid debt.

The assignment

The assignment of receivables under Law 130 is governed by Article 58, paragraphs 2, 3 and 4 of the Banking Law. The prevailing interpretation of these provisions, which view has been strengthened by Article 4 of Law 130, is that:

(a) as from the date of publication in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) of the notice of assignment of the relevant receivables in accordance with the applicable provisions of Article 58 of the Banking Law, the assignment of the relevant receivables will become enforceable against:

(i) any creditors of the seller of the relevant receivables who have not commenced enforcement by means of obtaining an attachment order (*pignoramento*) prior to the date of publication of the notice of assignment of the of the relevant receivables;

- (ii) a receiver in the insolvency of the seller of the relevant receivables; and
- (iii) prior assignees of the relevant receivables who have not perfected their assignment by way of (A) notifying the assigned debtors or (B) making the assigned debtors acknowledge the assignment by an acceptance bearing a date certain at law (*data certa*) prior to the date of publication of the notice of assignment of the relevant receivables or in any other way permitted under applicable law,

without the need to follow the ordinary rules under Article 1265 of the Italian Civil Code as to making the assignment effective against third parties; and

(b) as from the later of (A) the date of the publication of the notice of assignment of the relevant receivables, and (B) the date of registration (*iscrizione*) of such notice with the Companies' Register of the district where the issuer is enrolled, in accordance with the applicable provisions of Article 58 of the Banking Law, the assignment of the relevant receivables will also become enforceable against:

- (i) the assigned debtors; and
- (ii) a receiver in the insolvency 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 the Insolvency Law),

without the need to follow the ordinary rules under Article 1264 of the Italian Civil Code as to making the assignment effective against the assigned debtor.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the relevant receivables will automatically be transferred to and perfected with the same priority in favour of the special purpose vehicle, without the need for any formality or annotations.

As from the date of publication of the assignment of the relevant receivables in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*), no legal action may be brought to attach the relevant receivables, or the sums derived therefrom, other than for the purposes of enforcing the rights of the holders of the covered bonds and to meet the costs of the transaction.

Notice of the assignment of the Initial Portfolio pursuant to the Master Transfer Agreement was published in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) of 5 August 2010, Part II, No. 92 and was filed with the Companies' Register of Milan on 29 July 2010.

Exemption from claw-back

Assignments executed under Law 130 are subject to revocation on bankruptcy under Article 67 of the Insolvency Law, but only in the event that the transaction is entered into within three months of the adjudication of bankruptcy of the relevant party or, in cases where paragraph 1 of Article 67 applies, within six months of the adjudication of bankruptcy.

The subordinated loans to be granted to the special purpose vehicle and the covered bond guarantee are subject to the provisions of Article 67, paragraph 4, of the Insolvency Law, pursuant to which the provisions of Article 67 relating to the claw back of for-consideration transactions, payments and guarantees do not apply to certain transactions.

Tests set out in the MEF Decree

Pursuant to Article 3 of the MEF Decree, the issuing bank and the assigning bank (to the extent different from the issuing bank), will have to ensure that, in the context of the transaction, the following tests are satisfied on an ongoing basis:

- (i) the outstanding aggregate nominal amount of the portfolio shall be greater than or equal to the aggregate nominal amount of the outstanding covered bonds;
- (ii) the net present value of the portfolio, net of the transaction costs to be borne by the special purpose vehicle, including therein the expected costs and the costs of any hedging arrangement entered into in relation to the transaction, shall be greater than or equal to the net present value of the outstanding covered bonds;

(iii) the amount of interest and other revenues generated by the portfolio, net of the costs borne by the special purpose vehicle, shall be greater than or equal to the interest and costs due by the bank under the outstanding covered bonds, taking also into account any hedging arrangements entered into in relation to the transaction.

Integration Assets

For the purpose of ensuring compliance with the tests described above and pursuant to Article 2 of the MEF Decree, in addition to assets which are eligible in accordance with Article 2, Paragraph 1 of the MEF Decree, the following assets may be used for the purpose of the integration of the portfolio:

- (a) the creation of deposits with banks incorporated in Eligible States or in a State which attracts a risk weight factor equal to 0 per cent. under the "standardised approach" to credit risk measurement;
- (b) the assignment of securities issued by the banks referred to under (a) above, having a residual maturity not exceeding one year,

(the **Integration Assets**).

Integration through Integration Assets shall be allowed within the limits of 15 per cent. of the nominal value of the assets included in the portfolio.

In addition, pursuant to Article 7-bis of Law 130 and the MEF Decree, integration of the portfolio, whether through eligible assets or Integration Assets (the **Integration**) shall be carried out in accordance with the modalities, and subject to the limits, set out in the BoI OBG Regulations.

More specifically, under the BoI OBG Regulations, Integration is allowed exclusively for the purpose of (a) complying with the tests set out in the MEF Decree; (b) complying with any contractual overcollateralisation requirements agreed by the parties to the relevant agreements; and (c) complying with the 15 per cent. limitation of the Integration Assets included in the portfolio. The limits to the assignment indicated above do not apply to the Integration.

The Integration is not allowed in circumstances other than as set out in the BoI OBG Regulations.

The features of the covered bond guarantee

According to Article 4 of the MEF Decree, the covered bond guarantee shall be limited recourse to the portfolio, irrevocable, first demand, unconditional and autonomous from the obligations assumed by the issuer of the covered bonds. Accordingly, such obligations shall be a direct, unconditional, unsubordinated obligation of the special purpose vehicle, limited recourse to the special purpose vehicle's available funds, irrespective of any invalidity, irregularity or unenforceability of any of the guaranteed obligations of the issuer of the covered bonds.

In order to ensure the autonomous and independent nature of the covered bond guarantee, Article 4 of the MEF Decree provides that the following provisions of the Italian Civil Code, generally applicable to personal guarantees (*fideiussioni*), shall not apply to the covered bond guarantee: (a) Article 1939, providing that a *fideiussione* shall not generally be valid where the guaranteed obligation is not valid; (b) Article 1941, paragraph 1, providing that a *fideiussione* cannot exceed the amounts due by the guaranteed debtor, nor can it be granted for conditions more onerous than those pertaining to the main obligation; (c) Article 1944, paragraph 2, providing, *inter alia*, that the parties to the contract pursuant to which the *fideiussione* is issued may agree that the guarantor shall not be obliged to pay before the attachment is carried out against the guaranteed debtor; (d) Article 1945, providing that the guarantor can raise against the creditor any objections (*eccezioni*) which the guaranteed debtor is entitled to raise, except for the objection relating to the lack of legal capacity; (e) Article 1955, providing that a *fideiussione* shall become ineffective (*estinta*) where, as a consequence of acts of the creditor, the guarantor is prevented from subrogating into any rights, pledges, mortgages, and liens (*privilegi*) of the creditor; (f) Article 1956, providing that the guarantor of future receivables shall not be liable where the creditor – without the authorisation of the guarantor – has extended credit to a third party, while being aware that the economic conditions of the principal obligor were such that recovering the receivable would have become significantly more difficult; (g) Article 1957, providing, *inter alia*, that the guarantor will be liable also after the guaranteed obligation has become due and payable, provided that the creditor has filed its claim against the guaranteed debtor within six months and has diligently pursued them.

The obligations of the covered bond guarantor following a liquidation of the issuer

The MEF Decree also sets out certain principles which are aimed at ensuring that the payment obligations of the special purpose vehicle are isolated from those of the issuer of covered bonds. To that effect it requires that the covered bond guarantee contains provisions stating that the relevant obligations thereunder shall not accelerate upon the issuer's default, so that the payment profile of the covered bonds shall not automatically be affected thereby.

More specifically, Article 4 of the MEF Decree provides that in the event of a breach by the issuer of its obligations *vis-à-vis* the covered bondholders, the special purpose vehicle shall assume the obligations of the issuer – within the limits of the portfolio – in accordance with the terms and conditions originally set out for the covered bonds. The same provision applies where the issuer is subject to mandatory liquidation procedures (*liquidazione coatta amministrativa*).

In addition, the acceleration (*decadenza dal beneficio del termine*) provided for by Article 1186 of the Civil Code and affecting the issuer shall not affect the payment obligations of the special purpose vehicle under the covered bond guarantee. Pursuant to Article 4 of the MEF Decree, the limitation in the application of Article 1186 of the Civil Code shall apply not only to the events expressly mentioned therein, but also to any additional event of acceleration provided for in the relevant contractual arrangements.

In accordance with Article 4, Paragraph 3, of the MEF Decree, in case of a *liquidazione coatta amministrativa* of the issuer, the special purpose vehicle shall exercise the rights of the covered bondholders *vis-à-vis* the issuer in accordance with the legal regime applicable to the issuer. Any amount recovered by the special purpose vehicle as a result of the exercise of such rights shall be deemed to be included in the portfolio.

The Bank of Italy shall supervise on the compliance with the aforesaid provisions, within the limits of the powers vested with the Bank of Italy by the Banking Law.

Controls over the transaction

The BoI OBG Regulations lay down rules on controls over transactions involving the issuance of Covered Bonds.

Inter alia, in order to provide support to the resolutions passed on the assignment of portfolios to the special purpose vehicle, both in the initial phase of transactions and in later phases, the assigning bank shall request to an auditing firm a confirmation (*relazione di stima*) stating that, on the basis of the activities carried out by that auditing firm, there are no reasons to believe that the appraisal criteria utilised in order to determine the purchase price of the assigned assets are not in line with the criteria which the assigning bank must apply when preparing its financial statements. The above mentioned confirmation is not required if the assignment is made at the book value, as recorded in the latest approved financial statements of the assigning bank, on which the auditors have issued a clean opinion. The above mentioned confirmation is not required if any difference between the book value and the purchase price of the relevant assets is exclusively due to standard financial fluctuations of the relevant assets and is not in any way related to reductions in the qualitative aspects of those assets and/or the credit risk related to the relevant debtors.

The management body of the issuing bank must ensure that the internal structures delegated to the risk management verify at least every six months and for each transaction, *inter alia*:

- (i) quality and integrity of the assets sold to the special purpose vehicle securing the obligations undertaken by the latter;
- (ii) compliance with the maximum ratio between covered bonds issued and the portfolio sold to the special purpose vehicle for purposes of backing the issue, in accordance with the MEF Decree;
- (iii) compliance with the limits to the assignment and the limits to Integration set out by the BoI OBG Regulations;
- (iv) effectiveness and adequacy of the coverage of risks provided under derivative agreements entered into in connection with the transaction.

The bodies with management responsibilities of issuing banks and banking groups ensure that an assessment is carried out on the legal aspects (*profili giuridici*) of the activity on the basis of specially issued legal

opinions setting out an in-depth analysis of the contractual structures and schemes adopted, with a particular focus on, *inter alia*, the characteristics of the covered bond guarantee.

The BoI OBG Regulations also contain certain provisions on the asset monitor, who is delegated to carry out controls over the regularity of the transaction (*regolarità dell'operazione*) and the integrity of the covered bond guarantee (*integrità della garanzia*) (the **Asset Monitor**). Pursuant to the BoI OBG Regulations, the Asset Monitor shall be an auditing firm having adequate professional experience in relation to the tasks entrusted with the same and independent from (a) the bank entrusting the same and (b) the other entities which take part to the transaction. In order to meet this independence requirement the auditing firm entrusted with the monitoring must be different from the one entrusted with the auditing of the issuing bank and the selling bank (if different from the issuing bank) and the special purpose vehicle.

The Asset Monitor shall prepare annual reports on controls and assessments on the performance of transactions, to be addressed, *inter alia*, to the body entrusted with control functions of the bank which appointed the Asset Monitor. The BoI OBG Regulations refer to the provisions (Article 52 and 61, paragraph 5, of the Banking Law), which impose on persons responsible for such control functions specific obligations to report to the Bank of Italy. Such reference appears to be aimed at ensuring that any irregularities found are reported to the Bank of Italy.

In order to ensure that the special purpose vehicle can perform, in an orderly and timely manner, the obligations arising under the covered bond guarantee, the issuing banks shall use asset and liability management techniques for purposes of ensuring, including by way of specific controls at least every six months, that the payment dates of the cash-flows generated by the portfolio substantially match the payments dates with respect to payments due by the issuing bank under the covered bonds issued and other transaction costs.

Finally, in relation to the information flows, the parties to the covered bonds transactions shall assume contractual undertakings allowing the issuing bank (and the assigning bank, if different) also acting as servicer (and any third party servicer, if appointed) to hold the information on the portfolio which are necessary to carry out the controls described in the BoI OBG Regulations and for the compliance with the supervisory reporting obligations, including therein the obligations arising in connection with the participation to the central credit register (*Centrale dei Rischi*).

Insolvency proceedings

Insolvency proceedings (*procedure di insolvenza*) conducted under Italian law may take the form of, *inter alia*, a bankruptcy proceeding (*fallimento*), a composition agreement with creditors under Article 160 and following of the Insolvency Law (*concordato preventivo*) or a debts restructuring agreement under Article 182-bis of the Insolvency Law (*accordo di ristrutturazione dei debiti*). Insolvency proceedings are only applicable to businesses (*imprese*) either run by companies, partnerships or by individuals. An individual who is not a sole entrepreneur or an unlimited partner in a partnership is not subject to insolvency.

A debtor can be declared bankrupt (*fallito*) and subject to *fallimento* (at its own initiative, or at the initiative of any of its creditors or, in certain cases, the public prosecutor) if it is not able to fulfil its obligations in a timely manner. If a bankruptcy proceeding is commenced, except for contrary provisions of the law, from the day of declaration of bankruptcy, no individual executory and precautionary action, even if relating to receivables fallen due during the bankruptcy proceeding, may be commenced or pursued against assets included in the bankruptcy proceeding. The debtor loses control over all of its assets and of the management of its business, which is taken over by a court appointed receiver (*curatore fallimentare*). Once judgment has been made by the court and the creditors' claims have been approved, the sale of the debtor's property is conducted in accordance with a liquidation plan (approved by the delegated judge and the creditors' committee) which may provide for the dismissal of the whole business or single business units, even through competitive procedures.

A qualifying insolvent debtor may avoid being subject to a bankruptcy proceeding (*fallimento*) by proposing to its creditors a composition agreement pursuant to Article 160 and following of the Insolvency Law (*concordato preventivo*) which is a restructuring proceeding involving an arrangement by a debtor in a state of crisis or state of insolvency with its creditors, subject to court supervision, the aim of which is to restructure the business and thus avoid a declaration of bankruptcy of such debtor. Such proposal shall be based on a plan describing proposed actions and activities to be performed in order to accomplish the financial restructuring of debtor's business and to satisfy its creditors, which may provide for, among other things: (i)

sales of assets, the assumption of debts or other extraordinary operations, such as the conversion of debt into equity, bonds, convertible bonds or other securities; (ii) the transfer of the business as a going concern to another entity (*assuntore*); (iii) the division of the creditors into separate classes consistent with their specific legal and economic characteristics; and (iv) different treatment for creditors belonging to different classes. From the date on which the petition for a composition agreement with creditors is filed before the competent court, an "automatic stay" period is triggered, during which all creditors are prevented from recovering their debt or foreclosing on the debtor's assets. The temporary "automatic stay" is effective until the date of final ratification (*decreto di omologazione*) of the composition agreement with creditors. Following the filing of the petition before the competent court, the relevant court evaluates whether conditions for admission to such proceeding are met. Should the court decide that the petition does not satisfy the requirements set out by law, the debtor's petition is rejected and if the debtor is in a state of insolvency it may be declared bankrupt (*fallito*). If the conditions for admission are met, the relevant court will, *inter alia*, appoint the court-appointed officeholder who will notify each creditor of the date of the creditor's meeting to vote on the plan proposed by the debtor. The composition agreement with creditors is approved with the affirmative vote of creditors representing the majority of credits admitted to vote. If there are different classes of creditors, the composition agreement with creditors is approved if the majority is reached also in the major number of classes. The court may ratify the composition agreement with creditors even if this has not been approved by the majority of creditors in one or more classes, provided that: (i) the majority of classes has approved the proposal; and (ii) the court believes that the creditor in a dissenting class will be in a position under the composition not worse than that in which they would be in case of any other feasible alternative. If creditors do not approve the composition agreement, the court will then declare its inadmissibility and may declare the debtor bankrupt if it is insolvent. On the contrary, if creditors approve the composition agreement, the designated judge, if all procedures have taken place regularly and in the absence of oppositions (or once possible oppositions have been dealt with and resolved), will ratify that approval.

Pursuant to Article 182-bis of the Insolvency Law, a debtor which is experiencing a state of crisis may require the ratification (*omologazione*) of a debts restructuring agreement (*accordo di ristrutturazione dei debiti*) entered into between it and its creditors representing at least 60% of the credits owed by it, by filing with the competent court the required corporate documentation and a certification of an expert - having certain characteristics - confirming (i) the feasibility of the debts restructuring agreement and (ii) its capability of procuring the regular payment of those creditors which are not a party to such debts restructuring agreement. The Debts Restructuring Agreement must be published in the debtor's companies' register and shall be effective as of the date of its publication. For a period of 60 days from the date of its publication, the debts restructuring agreement shall determine an "automatic stay" period pursuant to which any creditor having a title against such debtor arisen in advance to the date of publication of the debts restructuring agreement, will not be allowed to commence or continue any enforcement or precautionary action on the assets of the debtor. If the debts restructuring agreement complies with all the requirement set out by law and it is feasible to aim its purposes, the court shall issue a decree (*decreto di omologazione*) validating such debts restructuring agreement.

Description of *Amministrazione Straordinaria delle Banche* – Suspension of payments

A bank may be submitted to the *amministrazione straordinaria delle banche* where: (a) serious administrative irregularities, or serious violations of the provisions governing the bank's activity provided for by laws, regulations or the bank's by-laws activity are found; (b) serious capital losses are expected to occur; (c) the dissolution has been the object of a request by the administrative bodies or an extraordinary company meeting providing the reasons for the request.

According to the Banking Law, the procedure is initiated by a decree of the Ministry of Economy and Finance, acting on a proposal by the Bank of Italy, which shall dissolve the bodies entrusted respectively with management and control functions of the bank. Subsequently the Bank of Italy shall appoint, within 15 days as from the date of that decree: (a) one or more special administrator (*commissari straordinari*); (b) a surveillance committee composed of between three and five members (*comitato di sorveglianza*). The *commissari straordinari* are entrusted with the duty to assess the situation of the bank, remove the irregularities which may have been found and promote solutions in the best interest of the depositors of the bank. The *comitato di sorveglianza* exercises auditing functions and provides to the *commissari straordinari* the opinions requested by the law or by the Bank of Italy. However, it should be noted that the Bank of Italy may instruct in a binding manner the *commissari straordinari* and the *comitato di sorveglianza* providing specific safeguards and limits concerning the management of the bank.

In exceptional circumstances, pursuant to Article 74 of the Banking Law, the *commissari straordinari*, in order to protect the interests of the creditors, in consultation with the *comitato di sorveglianza* and subject to an authorisation by the Bank of Italy, may suspend payment of the bank's liabilities and the restitution to customers of financial instruments. Payments may be suspended for a period of up to one month, which may be extended for an additional period of two months. During the suspension period forced executions or actions to perfect security interests involving the bank's properties or customers' securities may not be initiated or prosecuted. During the same period mortgages may not be registered on the bank's immovable property nor may any other rights of preference on the bank's movable property be acquired, except in the case of enforceable court orders issued prior to the beginning of the suspension period. The suspension shall not trigger the insolvency of the bank.

The *amministrazione straordinaria delle banche* shall last for one year from the date of issue of the decree of the Ministry of the Economy and Finance, unless the decree provides for a shorter period or the Bank of Italy authorises the early termination. In exceptional cases, the procedure may be extended for an additional period of up to six months. The Bank of Italy may extend the duration of the procedure for periods of up to two months, in connection with the acts and formalities related to the termination of the procedure, provided that the relevant acts to be executed have already been approved by the Bank of Italy.

At the end of the procedure, the *commissari straordinari* shall undertake the necessary steps for the appointment of the bodies governing the bank in the ordinary course of business. After the appointment, the management and audit functions shall be transferred to the newly appointed bodies. It should however be noted that, should at the end of the procedure or at any earlier time the conditions for the declaration of the *liquidazione coatta amministrativa* (described in the following section) be met, then the bank may be subject to such procedure.

Description of *Liquidazione Coatta Amministrativa delle Banche*

According to the Banking Law, when the conditions for the *amministrazione straordinaria delle banche* and described in the preceding paragraph are exceptionally serious (*di eccezionale gravità*), or when a court has declared the state of insolvency of the bank, the Ministry of Economy and Finance, acting on a proposal of the Bank of Italy, by way of a decree, may revoke the authorisation for the carrying out of banking activities and submit the bank to the compulsory winding up (*liquidazione coatta amministrativa*).

From the date of issue of the decree the functions of the administrative and control bodies, of the shareholders meetings and of any other governing body of the bank shall cease. The Bank of Italy shall appoint: (a) one or more liquidators (*commissari liquidatori*); (b) a surveillance committee composed of between three and five members (*comitato di sorveglianza*).

From the date the *commissari liquidatori* and the *comitato di sorveglianza* have assumed their functions and in any case from the third day following the date of issue of the aforesaid decree of the Ministry of Economy and Finance, the payment of any liabilities and the restitution of assets owned by third parties shall be suspended.

The *commissari liquidatori* shall act as legal representatives of the bank, exercise all actions that pertain to the bank and carry out all transactions concerning the liquidation of the bank's assets. The *comitato di sorveglianza* shall: (i) assist the *commissari liquidatori* in exercising their functions, (ii) control the activities carried out by *commissari liquidatori*; and (iii) provide to the *commissari liquidatori* the opinions requested by the law or by the Bank of Italy. The Bank of Italy may issue directives concerning the implementation of the procedure and establish that some categories of operations and actions shall be subject to its authorisation and to preliminary consultation with the *comitato di sorveglianza*.

The Banking Law regulates the procedure for the assessment of the bank's liabilities (*accertamento del passivo*), and the procedures which allow creditors whose claims have been excluded from the list of liabilities (*stato passivo*) to challenge the list of liabilities.

The liquidators, with the favourable opinion of the *comitato di sorveglianza* and subject to authorisation by the Bank of Italy, may assign assets and liabilities, going concerns, assets and legal relationships identifiable as a pool (*in blocco*). Such assets may be assigned at any stage of the procedure, even before the *stato passivo* has been deposited. The assignor shall however be liable exclusively for the liabilities included in the *stato passivo*. Subject to prior authorisation of the Bank of Italy and for the purpose of maximizing profits deriving from the liquidation of the assets, the *commissari liquidatori* may continue the banks' activity or of specific going concerns of the bank, in compliance with any indications provided for by the

comitato di sorveglianza. In such case the provision of the Insolvency Law concerning the termination of legal relationships shall not apply.

Once the assets have been realised and before the final allotment to the creditors or to the last restitution to customers, the *commissari liquidatori* shall present to the Bank of Italy the closing statement of accounts of the liquidation, the financial statement and the allotment plan, accompanied by their own report and a report by the surveillance committee.

TERMS AND CONDITIONS OF THE COVERED BONDS

*The following is the text of the terms and conditions of the Covered Bonds (other than Registered Covered Bonds) (the **Conditions** and, each of them, a **Condition**). In these Conditions, references to the **holder** of Covered Bonds and to the **Covered Bondholders** are to the ultimate owners of the Covered Bonds, dematerialised and evidenced by book entries with Monte Titoli in accordance with the provisions of (i) Article 83-bis et seq. of the Financial Law and the relevant implementing regulations, and (ii) Regulation 22 February 2008.*

The Covered Bondholders 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 Covered Bondholders attached to, and forming part of, these Conditions. In addition, the applicable Final Terms in relation to any Series of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purpose of such Series.

*In relation to Covered Bonds issued in registered form also as German law governed registered covered bonds (the **Registered Covered Bonds**), the terms and conditions of such Series of Registered Covered Bonds will be as set out in the Registered Covered Bond (and the terms and conditions of the Registered Covered Bonds (the **Registered Covered Bond Conditions**) attached as a Schedule thereto). Any reference to a "Registered Covered Bond Condition" other than in this section shall be deemed to be, as applicable, a reference to the relevant provision of the Registered Covered Bond or the Registered Covered Bonds Conditions attached as a schedule.*

Any reference to the Conditions or a Condition shall be referred to the Conditions and/or the Registered Covered Bonds Conditions as the context may require. Any reference to the Covered Bondholders shall be referred to the holders of the Covered Bonds and/or the registered holder for the time being of a Registered Covered Bond as the context may require.

Any reference to the Covered Bonds will be construed as to including the Covered Bonds issued under the Conditions and/or the Registered Covered Bonds as the context may require.

1 Introduction

- (a) *The Programme:* Intesa Sanpaolo (the **Issuer**) has established on the Programme Date a Covered Bond Programme (the **Programme**) for the issuance of up to an aggregate principal amount of €20,000,000,000 covered bonds (the **Covered Bonds**) guaranteed by ISP CB IPOTECARIO S.r.l. (the **Covered Bond Guarantor**). Covered Bonds are and will be issued pursuant to Article 7-bis of Law No. 130 of 30 April 1999 (as amended and/or supplemented from time to time, **Law 130**), the Decree of the Ministry for the Economy and Finance of 14 December 2006 No. 310 (the **MEF Decree**) and the supervisory instructions of the Bank of Italy of 24 March 2010 (the **BoI OBG Regulations** and, jointly with Law 130 and the MEF Decree, the **OBG Regulations**).
- (b) *Final Terms:* Covered Bonds are issued in series (each a **Series**) and each Series may comprise one or more tranches (each a **Tranche**). Each Series is the subject of final terms (the **Final Terms**) which supplement these Conditions. The terms and conditions applicable to any particular Series of Covered Bonds are these Conditions as supplemented, amended and/or replaced by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Covered Bond Guarantee:* Each Series or Tranche of Covered Bonds is the subject of a guarantee dated on or about the Programme Date (the **Covered Bond Guarantee**) entered into by the Covered Bond Guarantor for the purpose of guaranteeing the payments due from the Issuer in respect of the Covered Bonds of all Series or Tranche issued under the Programme. The Covered Bond Guarantee will be collateralised by a cover pool constituted by certain assets assigned from time to time to the Covered Bond Guarantor pursuant to the Master Transfer Agreement and the relevant Transfer Agreement (as defined below) and in accordance with the provisions of Law 130, the MEF Decree and the BoI OBG Regulations. The recourse of the Covered Bondholders to the Covered Bond Guarantor under the Covered Bond Guarantee will be limited to the assets of the cover pool. Payments made by the Covered Bond Guarantor under the Covered Bond Guarantee will be made subject to, and in accordance with, the relevant Priority of Payments (as defined below).

- (d) *Dealer Agreement and Subscription Agreement*: In respect of each Series or Tranche of Covered Bonds issued under the Programme, the Relevant Dealer(s) (as defined below) has or have agreed to subscribe for the Covered Bonds and pay to the Issuer the Issue Price for the Covered Bonds on the Issue Date under the terms of a dealer agreement dated on or about the Programme Date (the **Dealer Agreement**) between the Issuer, the Covered Bond Guarantor and the dealer(s) named therein (the **Dealers**), as supplemented (if applicable) by a subscription agreement entered (or to be entered) into between the Issuer, the Covered Bond Guarantor and the Relevant Dealer(s) (as defined below) on or about the date of the relevant Final Terms (the **Subscription Agreement**). Under the Dealer Agreement, each of the Dealers has appointed KPMG Fides Servizi di Amministrazione S.p.A. as representative of the Covered Bondholders (in such capacity, the **Representative of the Covered Bondholders**), as described under Condition 15 (*Representative of the Covered Bondholders*).
- (e) *Master Definitions Agreement*: Under a master definitions agreement dated on or about the Programme Date (the **Master Definitions Agreement**) between all the parties to each of the Transaction Documents (as defined below), the definitions of certain terms used in the Transaction Documents have been agreed.
- (f) *The Covered Bonds*: Except where stated otherwise, all subsequent references in these Conditions to **Covered Bonds** are to the Covered Bonds which are the subject of the relevant Final Terms, but all references to **each Series or Tranche of Covered Bonds** are to (i) the Covered Bonds which are the subject of the relevant Final Terms and (ii) each other Series or Tranche of Covered Bonds issued under the Programme which remains outstanding from time to time.
- (g) *Rules of the Organisation of Covered Bondholders*: The Rules of the Organisation of Covered Bondholders are attached to, and form an integral part of, these Conditions. References in these Conditions to the **Rules of the Organisation of the Covered Bondholders** include such rules as from time to time modified in accordance with the provisions contained therein and any agreement or other document expressed to be supplemental thereto.
- (h) *Summaries*: Certain provisions of these Conditions are summaries of the Transaction Documents and are subject to the detailed provisions thereof. Covered Bondholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Transaction Documents applicable to them. Copies of the Transaction Documents are available for inspection by Covered Bondholders during normal business hours at the registered office of the Representative of the Covered Bondholders from time to time and, where applicable, at the Specified Office of the Luxembourg Listing Agent.

2 Interpretation

2.1 Definitions

In these Conditions the following expressions have the following meanings:

Account Bank means the entity appointed as account bank by the Covered Bond Guarantor pursuant to the Cash Management and Agency Agreement, being, as at the Programme Date, Intesa Sanpaolo;

Additional Business Centre has the meaning given to it in the relevant Final Terms;

Additional Seller means any bank being party of the Intesa Sanpaolo Group having entered into, *inter alia*, a Master Transfer Agreement with the Covered Bond Guarantor;

Administrative Services Agreement means the administrative services agreement entered into between the Administrative Services Provider and the Covered Bond Guarantor, as amended and/or supplemented from time to time;

Administrative Services Provider means the entity appointed from time to time as administrative services provider by the Covered Bond Guarantor pursuant to the Administrative Services Agreement being, as at the Programme Date, Intesa Sanpaolo;

Adjusted Required Redemption Amount has the meaning given to it in the Portfolio Administration Agreement;

Amortisation Test has the meaning given to it in the Portfolio Administration Agreement;

Amortisation Test Aggregate Portfolio Amount has the meaning given to it in the Portfolio Administration Agreement;

Article 74 Event has the meaning given to it in Condition 13(a) (*Article 74 Event*);

Article 74 Notice to Pay means the notice to be served by the Representative of the Covered Bondholders on the Issuer and the Covered Bond Guarantor pursuant to the Intercreditor Agreement upon the occurrence of an Article 74 Event;

Asset Hedging Counterparty means the entity appointed as hedging counterparty in accordance with the Asset Swaps and any successor thereof;

Asset Monitor means the auditing company appointed from time to time as asset monitor by the Covered Bond Guarantor pursuant to the Asset Monitor Agreement being, as at the Programme Date, KPMG S.p.A.;

Asset Monitor Agreement means the asset monitor agreement entered into on or about the Programme Date between, *inter alios*, the Asset Monitor and the Issuer, as amended and/or supplemented from time to time;

Asset Swaps means the swap agreements entered into from time to time between the Covered Bond Guarantor and the Asset Hedging Counterparty for hedging the currency and/or interest rate risk on each Portfolio, as each of them may be amended and/or supplemented from time to time;

Available Funds means the aggregate of (a) the Interest Available Funds, (b) the Principal Available Funds and (c) following an Issuer Event of Default, the Excess Proceeds;

Banking Law means Italian Legislative Decree No. 385 of 1 September 1993, as amended and/or supplemented from time to time;

Business Day means:

- (i) in relation to any sum payable in euro, a TARGET2 Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in Luxembourg, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

Business Day Convention, in relation to any particular date, has the meaning given to it in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **Following Business Day Convention** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day;
- (iii) **Preceding Business Day Convention** means that the relevant date shall be brought back to the first preceding day that is a Business Day;
- (iv) **FRN Convention, Floating Rate Convention** or **Eurodollar Convention** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that*:
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

- (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **No Adjustment** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

Calculation Agent means the entity appointed as calculation agent by the Covered Bond Guarantor pursuant to the Cash Management and Agency Agreement, being, as at the Programme Date, KPMG Fides Servizi di Amministrazione S.p.A.;

Calculation Amount has the meaning given to it in the relevant Final Terms;

Cash Management and Agency Agreement means the cash management and agency agreement entered into on or about the Programme Date between, *inter alios*, the Covered Bond Guarantor, the Cash Manager, the Account Bank, the Servicer, the Representative of the Covered Bondholders, the Calculation Agent, the Luxembourg Listing Agent and the Paying Agent, as amended and/or supplemented from time to time;

Cash Manager means the entity appointed as cash manager by the Covered Bond Guarantor pursuant to the Cash Management and Agency Agreement, being, as at the Programme Date, Intesa Sanpaolo;

CB Interest Period means each period beginning on (and including) a CB Payment Date (or, in case of the first CB Interest Period, the Interest Commencement Date) and ending on (but excluding) the next CB Payment Date (or, in case of the last CB Interest Period, the Maturity Date);

CB Payment Date means the First CB Payment Date and any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first CB Payment Date) or the previous CB Payment Date (in any other case);

Clearstream means Clearstream Banking, société anonyme, Luxembourg;

CONSOB means *Commissione Nazionale per le Società e la Borsa*;

Covered Bondholders means the holders of Covered Bonds, from time to time, title to which is evidenced in the manner described in Condition 3 (*Form, Denomination and Title*);

Covered Bond Guarantor means ISP CB Ipotecario S.r.l., a limited liability company (*società a responsabilità limitata*) incorporated in the Republic of Italy pursuant to article 7 bis of Law 130, with share capital equal to €120,000.00 (fully paid up) whose registered office is at Via Monte di Pietà 8, 20121 Milan, Italy, enrolled with the Companies' Register of Milan, under no. 05936180966, and in the general register of financial intermediaries held by the Bank of Italy, *Unità di Informazione Finanziaria*, pursuant to Article 106 of the Banking Law, under no. 40386, belonging to the Intesa Sanpaolo Group, subject to the direction and coordination (*direzione e coordinamento*), pursuant to Article 2497-bis of the Italian Civil Code, of Intesa Sanpaolo;

Covered Bond Guarantor Acceleration Notice means the notice to be served by the Representative of the Covered Bondholders on the Covered Bond Guarantor pursuant to the Intercreditor Agreement upon the occurrence of a Covered Bond Guarantor Event of Default;

Covered Bond Guarantor Event of Default has the meaning given to it in Condition 13(d) (*Covered Bond Guarantor Events of Default*);

Day Count Fraction means, in respect of the calculation of an amount for any period of time (the **Relevant Period**), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if **Actual/Actual (ICMA)** is so specified, means:
- (a) where the Relevant Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Relevant Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (b) where the Relevant Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Relevant Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Relevant Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (ii) if **Actual/365** or **Actual/Actual (ISDA)** is so specified, means the actual number of days in the Relevant Period divided by 365 (or, if any portion of the Relevant Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Relevant Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Relevant Period falling in a non-leap year divided by 365);
- (iii) if **Actual/365 (Fixed)** is so specified, means the actual number of days in the Relevant Period divided by 365;
- (iv) if **Actual/360** is so specified, means the actual number of days in the Relevant Period divided by 360;
- (v) if **30/360 (Fixed rate)** (in respect of Condition 5 (*Fixed Rate Provisions*)) is so specified, means the number of days in the Relevant Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Relevant Period is the 31st day of a month but the first day of the Relevant Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Relevant Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));
- (vi) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the CB Interest Period divided by 365 or, in the case of a CB Payment Date falling in a leap year, 366;
- (vii) if **30/360 (Floating Rate)** (in respect of Condition 6 (*Floating Rate and Index-Linked or Other Variable-Linked Interest Provisions*)) is so specified, the number of days in the Relevant Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y1 is the year, expressed as a number, in which the first day of the Relevant Period falls;

Y2 is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;

M1 is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;

M2 is the calendar month, expressed as number, in which the day immediately following the last day included in the Relevant Period falls;

D1 is the first calendar day, expressed as a number, of the Relevant Period, unless such number would be 31, in which case D1 will be 30; and

D2 is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (viii) if **30E/360** or **Eurobond Basis** is so specified, the number of days in the Relevant Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y1 is the year, expressed as a number, in which the first day of the Relevant Period falls;

Y2 is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;

M1 is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;

M2 is the calendar month, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;

D1 is the first calendar day, expressed as a number, of the Relevant Period, unless such number would be 31, in which case D1 will be 30; and

D2 is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless such number would be 31, in which case D2 will be 30; and

- (ix) if **30E/360 (ISDA)** is so specified, the number of days in the Relevant Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y1 is the year, expressed as a number, in which the first day of the Relevant Period falls;

Y2 is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;

M1 is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;

M2 is the calendar month, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;

D1 is the first calendar day, expressed as a number, of the Relevant Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

D2 is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30,

provided, however, that in each such case the number of days in the Relevant Period is calculated from and including the first day of the Relevant Period to, but excluding, the last day of the Relevant Period;

Decree 213 means the Italian Legislative Decree No. 213 of 24 June 1998, as amended and/or supplemented from time to time;

Decree 239 means the Italian Legislative Decree No. 239 of 1 April 1996, as amended and/or supplemented from time to time;

Decree 461 means the Italian Legislative Decree No. 461 of 21 November 1997 (as amended by Italian Legislative Decree No. 201 of 16 June 1998), as amended and/or supplemented from time to time;

Decree 512 means the Italian Law Decree No. 512 of 30 September 1983, as amended and/or supplemented from time to time;

Decree 600 means the Italian Presidential Decree No. 600 of 29 September 1973, as amended and/or supplemented from time to time;

Deed of Charge and Assignment means the deed of charge and assignment dated on the First Issue Date between the Covered Bond Guarantor and the Representative of the Covered Bondholders for itself and on behalf of the Covered Bondholders and the Other Secured Creditors, pursuant to which the Covered Bond Guarantor has charged in favour of the Representative of the Covered Bondholders (for itself and on trust for the Covered Bondholders and the Other Secured Creditors) all of its rights, title and interest from time to time in and to the Swap Agreements;

Due for Payment Date has the meaning given to it under the Covered Bond Guarantee;

Early Redemption Amount means, in respect of any Series or Tranche of Covered Bonds, the principal amount outstanding of such Series or Tranche or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

Early Redemption Date means, as applicable, the Optional Redemption Date (Call), the Optional Redemption Date (Put) or the date on which any Series or Tranche of Covered Bonds is to be redeemed pursuant to Condition 10(c) (*Redemption for tax reasons*);

Early Termination Amount means, in respect of any Series or Tranche of Covered Bonds, the principal amount of such Series or Tranche or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

Eligible Assets means (i) the Receivables, (ii) the MBS Notes, and (iii) only for purposes of Integration Assignments, and within the limits set out under the Master Transfer Agreement, securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree, which are sold and assigned by the Seller, or any Additional Seller, to the Covered Bond Guarantor from time to time under the terms of the relevant Master Transfer Agreement;

English Law Transaction Documents means the Asset Swaps, the Liability Swaps and the Deed of Charge and Assignment and any document or agreement governed by English law which supplements, amends or restates the content of any of those documents and any other document governed by English law designated as such by the Issuer, the Covered Bond Guarantor and the Representative of the Covered Bondholders;

Euroclear means Euroclear Bank S.A./N.V.;

Excess Proceeds means the amounts received by the Covered Bond Guarantor as a result of any enforcement taken *vis-à-vis* the Issuer in accordance with Article 4, Paragraph 3, of the MEF Decree;

Extendable Maturity has the meaning given to it under Condition 10(b) (*Extension of maturity*);

Extended Maturity Date means, in relation to any Series or Tranche of Covered Bonds, the date if any specified as such in the relevant Final Terms to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Maturity Date will be deferred pursuant to Condition 10(b) (*Extension of maturity*);

Extension Determination Date means the date falling four Business Days prior to the Maturity Date;

Extraordinary Meeting has the meaning given to it in the Rules of the Organisation of the Covered Bondholders attached to these Conditions;

Final Redemption Amount means, with respect to a Series or Tranche of Covered Bonds, the amount, as specified in the applicable Final Terms, representing the amount due (subject to the applicable grace period) in respect of the relevant Series or Tranche of Covered Bond;

Financial Law means the Italian Legislative Decree No. 58 of 24 February 1998, as amended and/or supplemented from time to time;

First Issue Date means the date on which the Issuer will issue the first Series or Tranche of Covered Bonds;

First CB Payment Date means the date specified in the relevant Final Terms;

Fixed Coupon Amount has the meaning given to it in the relevant Final Terms;

Further Portfolio means any portfolio of Eligible Assets and/or Integration Assets transferred from time to time by the Seller to the Covered Bond Guarantor in accordance with the provisions of the Master Transfer Agreement;

German Paying Agent means any institution appointed from time to time by the Issuer to act as paying agent in respect of the Registered Covered Bonds issued under the Programme;

Guaranteed Amounts means (i) prior to the service of a Covered Bond Guarantor Acceleration Notice, with respect to any Scheduled Due for Payment Date, the sum of amounts equal to the Scheduled Interest and the Scheduled Principal, in each case, payable on that Scheduled Due for Payment Date, or (ii) after the service of a Covered Bond Guarantor Acceleration Notice, an amount equal to the relevant Early Redemption Amount *plus* all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds, including all Excluded Scheduled Interest Amounts and all Excluded Scheduled Principal Amounts (whenever the same arose) and all amounts payable by the Covered Bond Guarantor under the Transaction Documents, provided that any Guaranteed Amounts representing interest paid after the Maturity Date shall be paid on such dates and at such rates as specified in the relevant Final Terms. The Guaranteed Amounts include any Guaranteed Amount that was timely paid by or on behalf of the Issuer to the Covered Bondholders, to the extent it has been clawed back and recovered from the Covered Bondholders by the receiver or liquidator, in bankruptcy or other insolvency or similar official for the Issuer named or identified in the Order, and has not been paid or recovered from any other source (the **Clawed Back Amounts**). In each case the Guaranteed Amounts does not include any additional amounts payable under Condition 12(a) (*Gross up*);

Guarantor Payment Date means 12 January, 12 April, 12 July and 12 October in each calendar year, or, if any such day is not a Business Day, the immediately following Business Day or, following the occurrence of a Covered Bond Guarantor Event of Default, any day on which any payment is required to be made by the Representative of the Covered Bondholders in accordance with the Covered Bond Guarantee, the relevant Final Terms and the Intercreditor Agreement;

Hard Bullet Covered Bonds means the Series or Tranche of Covered Bonds in relation to which no Extended Maturity Date is specified in the relevant Final Terms, and the Final Redemption Amount in respect to such Series or Tranche will be due for payment on the Maturity Date and the Pre-Maturity Liquidity Test shall apply;

Hedging Counterparties means, collectively, the Asset Hedging Counterparties and the Liability Hedging Counterparties;

Hedging Senior Payment means, on any relevant date, any interest and/or principal payment due under any Asset Swap or Liability Swap, as the case may be, including any termination payment arising out of a termination event, other than termination payments where the relevant Hedging Counterparty is the defaulting party or the sole affected party, but including, in any event, the amount of any termination payment due and payable to the relevant Hedging Counterparty in relation to the termination of the relevant swap transactions to the extent of any premium received (net of any costs reasonably incurred by the Covered Bond Guarantor to find a replacement swap counterparty), if any, by the Covered Bond Guarantor from a replacement swap counterparty in consideration for entering into swap transactions with the Covered Bond Guarantor on the same terms as the relevant Asset Swaps or Liability Swaps. With respect to the Additional Provisions Mark to Market Payment in the Asset Swaps, any payment under this clause will be part of the Hedging Senior Payments for an amount up to the positive difference on each Guarantor Payment Date between the purchase price paid by any purchaser/s of the Selected Asset and the Outstanding Principal Balance of the Eligible Assets and Integration Assets sold to such purchaser/s;

Initial Portfolio means the portfolio of Eligible Assets transferred by the Seller to the Covered Bond Guarantor in accordance with the provisions of the Master Transfer Agreement;

Insolvency Event means, in respect of any company or corporation, that such company or corporation has become subject to an Insolvency Proceeding or is no longer able to fulfil its obligations;

Insolvency Proceedings means bankruptcy (*fallimento*) or any other insolvency proceeding (*procedura concorsuale*) under Italian law (in particular, under the Banking Law and the Insolvency Law) or analogous proceedings in any jurisdiction (as the case may be), including, but not limited to, any reorganisation

measure (*procedura di risanamento*) or winding-up proceedings (*procedura di liquidazione*), of any nature, court settlement with creditors in pre-bankruptcy proceedings (*concordato preventivo*), out-of-court settlements with creditors (*accordi di ristrutturazione dei debiti* and *piani di risanamento*), extraordinary administration (*amministrazione straordinaria*, including *amministrazione straordinaria delle grandi imprese in stato di insolvenza*), or any analogous insolvency proceeding or other proceeding which otherwise triggers the sale of the assets of the relevant entity in accordance with the provisions of the law of any relevant jurisdiction (as the case may be);

Integration Assets means the assets meeting the requirements of Article 2, Paragraph 3, numbers 2 and 3 of the MEF Decree;

Integration Assignment means the assignments of Eligible Assets and/or Integration Assets made in order to restore the respect of the applicable Tests for which a breach has been verified or in order to prevent such breach;

Intercreditor Agreement means the intercreditor agreement entered into on or about the Programme Date between, the Covered Bond Guarantor, the Servicer, the Issuer, the Calculation Agent, the Representative of the Covered Bondholders and the other Secured Creditors, as amended and/or supplemented from time to time;

Interest Amount means, in relation to any Series or Tranche of Covered Bonds and a CB Interest Period, the amount of interest payable in respect of that Series or Tranche for that CB Interest Period;

Interest Available Funds has the meaning given to it under the Master Definitions Agreement;

Interest Commencement Date means, in relation to any Series or Tranche of Covered Bonds, the Issue Date of such Covered Bonds or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

Interest Determination Date has the meaning given to it in the relevant Final Terms;

Intesa Sanpaolo means Intesa Sanpaolo S.p.A., a bank organised as a joint stock company under the laws of the Republic of Italy, whose registered office is at Piazza San Carlo 156, Turin, Italy and secondary office at Via Monte di Pietà 8, Milan, Italy, incorporated with Fiscal Code number and registration number with the Turin Register of Enterprises 00799960158, VAT number 10810700152, and registered with the Bank of Italy pursuant to article 13 of the Banking Law under number 5361, head of Intesa Sanpaolo Group, agreed into the *Fondo Interbancario di Tutela dei Depositi* and into the *Fondo Nazionale di Garanzia*;

ISDA Definitions means the 2006 ISDA Definitions, as amended and updated prior to the entering into each Transaction under the Swap Agreements, as published by the International Swaps and Derivatives Association, Inc. and available on www.ISDA.org;

Issue Date has the meaning given to it in the relevant Final Term;

Issuer Event of Default has the meaning given to it in Condition 13(c) (*Issuer Events of Default*);

Italian Civil Code means the Italian Royal Decree No. 262 of 16 March 1942, as amended and/or supplemented from time to time;

Italian Law Transaction Documents means the Master Transfer Agreement and each Transfer Agreement entered into in accordance with the provisions thereof, the Servicing Agreement, the Administrative Services Agreement, the Subordinated Loan Agreement, the Covered Bond Guarantee, the Portfolio Administration Agreement, the Dealer Agreement, each Subscription Agreement, the Asset Monitor Agreement, the Cash Management and Agency Agreement, the Intercreditor Agreement, the Quotaholders' Agreement, the Pledge Agreement, the Master Definitions Agreement, the Conditions, the Final Terms and any document or agreement governed by Italian law which supplements, amends or restates the content of any of those documents and any other document governed by Italian law designated as such by the Issuer, the Covered Bond Guarantor and the Representative of the Covered Bondholders;

Liability Hedging Counterparty means the entity appointed as hedging counterparty in accordance with the Liability Swaps and any successor thereof;

Liability Swaps means the swap agreements entered into on from time to time between the Covered Bond Guarantor and the Liability Hedging Counterparty for hedging the interest rate risk and/or the currency risk on the Covered Bonds, as each of them may be amended and/or supplemented from time to time;

Long Dated Covered Bonds means any Covered Bond issued by the Issuer in respect of which the Extended Maturity Date is set at the Long Date Due for Payment Date and identified as such in the relevant Final Terms;

Long Date Due For Payment Date means the CB Payment Date immediately following the tenth anniversary of the latest maturity date in respect of the Eligible Assets or Integration Assets contained in the Portfolio as of the Extension Determination Date;

Luxembourg Listing Agent means the entity appointed as Luxembourg listing agent by the Covered Bond Guarantor pursuant to the Cash Management and Agency Agreement, being, as at the Programme Date, Deutsche Bank Luxembourg S.A.;

Margin has the meaning given to it in the relevant Final Terms;

Master Transfer Agreement means the master transfer agreement entered into on 29 July 2010 between the Seller and the Covered Bond Guarantor, as amended and/or supplemented from time to time and any other master transfer agreement entered into between any Additional Seller and the Covered Bond Guarantor for the purposes of providing for the possibility for such Additional Seller to transfer a Further Portfolio to the Covered Bond Guarantor;

Maturity Date has the meaning given to it in the relevant Final Terms;

Maximum Redemption Amount has the meaning given to it in the relevant Final Terms;

Minimum Redemption Amount has the meaning given to it in the relevant Final Terms;

Minimum Required Account Bank Rating means the short term rating as determined to be applicable or agreed by the Rating Agency from time to time with reference to the entity which acts in its capacity as Account Bank (or any institution guaranteeing its obligation on the basis of a guarantee satisfying the criteria of the Rating Agency), being, as at the First Issue Date, "P-1" by Moody's;

Minimum Required Pre-Maturity Liquidity Guarantor Rating means the short term rating as determined to be applicable or agreed by the Rating Agency from time to time with reference to the entity which acts in its capacity as guarantor in order to cure a breach of the Pre-Maturity Liquidity Test (or any institution guaranteeing its obligation on the basis of a guarantee satisfying the criteria of the Rating Agency), being, as at the First Issue Date, "P-1" by Moody's;

Monte Titoli means Monte Titoli S.p.A. a joint stock company under the laws of the Republic of Italy, whose registered office is at Via Mantegna 6, Milan, Italy, incorporated with Fiscal Code and VAT number 03638780159, registered with the Milan Register of Enterprises under number 03638780159;

Monte Titoli Account Holder means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli (as *intermediari aderenti*) in accordance with Article 83-quater of Italian Legislative Decree No. 58 of 24 February 1998 and includes any depository banks appointed by the Relevant Clearing System;

Moody's means Moody's Investors Service;

Notice to Pay means the notice to be served upon the occurrence of an Issuer Event of Default by the Representative of the Covered Bondholders on the Issuer and the Covered Bond Guarantor pursuant to the Intercreditor Agreement;

Official Gazette means the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*);

Optional Redemption Amount (Call) means, in respect of any Series or Tranche of Covered Bonds, the principal amount of such Series or Tranche or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

Optional Redemption Amount (Put) means, in respect of any Series or Tranche of Covered Bonds, the principal amount of such Series or Tranche or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

Optional Redemption Date (Call) has the meaning given to it in the relevant Final Terms;

Optional Redemption Date (Put) has the meaning given to it in the relevant Final Terms;

Order has the meaning given to it in the Covered Bond Guarantee;

Organisation of the Covered Bondholders means the association of the Covered Bondholders, organised pursuant to the Rules of the Organisation of the Covered Bondholders;

Other Secured Creditors means all the Secured Creditors other than the Covered Bondholders;

Outstanding Principal Balance means, at any date, in relation to a loan, a bond, a Series or Tranche of Covered Bonds or any other asset, the aggregate nominal principal amount outstanding of such loan, bond, Series or Tranche of Covered Bonds or asset at such date;

Outstanding Principal Balance of the Covered Bonds means the Outstanding Principal Balance of the outstanding Series or Tranche of Covered Bonds;

Paying Agent means the entity appointed from time to time as paying agent by the Covered Bond Guarantor pursuant to the Cash Management and Agency Agreement, being, as at the Programme Date, Deutsche Bank S.p.A.;

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

Place of Payment means, in respect of any Covered Bondholders, the place at which such Covered Bondholder receives payment of interest or principal on the Covered Bonds;

Pledge Agreement means the pledge agreement dated on the First Issue Date between the Covered Bond Guarantor and the Representative of the Covered Bondholders (for itself and in the interest and for the benefit of the Covered Bondholders and the Other Secured Creditors) pursuant to which the Covered Bond Guarantor has agreed to pledge in favour of the Representative of the Covered Bondholders (for itself and in the interest and for the benefit of the Covered Bondholders and the Other Secured Creditors), all the existing and future monetary rights (including the claims, indemnities, compensation for damages, penalties, credit rights and guarantees, but excluding, for the avoidance of doubt, the Portfolio and the collections arising thereof) to which the Covered Bond Guarantor is, or shall be, entitled to under the terms of the Pledged Agreements (as defined under the Pledge Agreement) entered into by the Covered Bond Guarantor in the context of the Programme and under which the Covered Bond Guarantor may have monetary rights and claims, as security for all the Secured Obligations (as defined under the Pledge Agreement);

Portfolio means the Initial Portfolio and any Further Portfolio, owned by the Covered Bond Guarantor;

Portfolio Administration Agreement means the portfolio administration agreement entered into on or about the Programme Date between, *inter alios*, the Issuer, the Seller, the Covered Bond Guarantor, the Representative of the Covered Bondholders and the Calculation Agent, as amended and/or supplemented from time to time;

Post-Guarantor Default Priority of Payments has the meaning given to it in the Intercreditor Agreement;

Post-Issuer Default Priority of Payments has the meaning given to it in the Intercreditor Agreement;

Pre-Issuer Default Interest Priority of Payments has the meaning given to it in the Intercreditor Agreement;

Pre-Issuer Default Principal Priority of Payments has the meaning given to it in the Intercreditor Agreement;

Pre-Maturity Liquidity Account means the account or the accounts to be opened by the Issuer for making deposits in any form in order to remedy a breach of the Pre-Maturity Liquidity Test;

Pre-Maturity Liquidity Required Rating means, with reference to the Issuer, the short-term rating as determined to be applicable or agreed by Moody's from time to time, being, as at the Programme Date, "P-1";

Pre-Maturity Rating Period means the period preceding the Maturity Date of any Series or Tranche of Hard Bullet Covered Bonds which may be required by the Rating Agency from time to time, being, as at the First Issue Date, 12 months;

Principal Available Funds has the meaning given to it in the Master Definitions Agreement;

Principal Financial Centre means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Paying Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Paying Agent;

Priorities of Payments means, collectively, the Pre-Issuer Default Principal Priority of Payments, the Pre-Issuer Default Interest Priority of Payments, the Post-Issuer Default Priority of Payments and the Post-Guarantor Default Priority of Payments;

Programme Date means 19 October 2010;

Put Option Notice means a notice which must be delivered to the Paying Agent, the Calculation Agent and the Asset Monitor by the Representative of the Covered Bondholders on behalf of any Covered Bondholder wanting to exercise a right to redeem Covered Bonds at the option of the Covered Bondholder;

Put Option Receipt means a receipt issued by the Paying Agent to a depositing Covered Bondholder upon deposit of Covered Bonds with such Paying Agent by any Covered Bondholder wanting to exercise a right to redeem Covered Bonds at the option of the Covered Bondholder;

Quotaholders' Agreement means the quotaholders' agreement executed on 29 July 2010 by, *inter alios*, the Issuer and Stichting Viridis 2, as amended and/or supplemented from time to time;

Rate of Interest means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Series or Tranche of Covered Bonds specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

Rating Agency means Moody's, to the extent that, at the relevant time, it provides ratings in respect of the then outstanding Covered Bonds;

Redemption Amount means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

Reference Banks has the meaning given to it in the relevant Final Terms or, if none, four major banks selected by the Paying Agent in the market that is most closely connected with the Reference Rate;

Reference Price has the meaning given to it in the relevant Final Terms;

Reference Rate has the meaning given to it in the relevant Final Terms;

Registrar means any institution in which may be appointed from time to time by the Issuer to act as a registrar in respect of the Covered Bonds issued in registered form under the Programme, provided that if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer;

Regular Period means:

- (i) in the case of Covered Bonds where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the

first CB Payment Date and each successive period from and including one CB Payment Date to but excluding the next CB Payment Date;

- (ii) in the case of Covered Bonds where, apart from the first CB Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **Regular Date** means the day and month (but not the year) on which any CB Payment Date falls; and
- (iii) in the case of Covered Bonds where, apart from one CB Interest Period other than the first CB Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **Regular Date** means the day and month (but not the year) on which any CB Payment Date falls other than the CB Payment Date falling at the end of the irregular CB Interest Period;

Regulation 22 February 2008 means the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as published on the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) No. 54 of 4 March 2008, as amended and/or supplemented from time to time;

Relevant Clearing System means Euroclear and/or Clearstream, Luxembourg and/or any other clearing system (other than Monte Titoli) specified in the relevant Final Terms as a clearing system through which payments under the Covered Bonds may be made;

Relevant Date means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Covered Bondholders;

Relevant Dealer(s) means, in relation to a Series or Tranche, the Dealer(s) which is/are party to any Subscription Agreement entered into with the Issuer and the Covered Bond Guarantor for the issue by the Issuer and the subscription by such Dealer(s) of such Series or Tranche pursuant to the Dealer Agreement;

Relevant Financial Centre has the meaning given to it in the relevant Final Terms;

Relevant Screen Page means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Time has the meaning given to it in the relevant Final Terms;

Required Redemption Amount has the meaning given to it in the Portfolio Administration Agreement;

Rules of the Organisation of the Covered Bondholders means the rules of the Organisation of the Covered Bondholders attached to these Conditions;

Scheduled Due for Payment Date means:

- (a) (A) the date on which the Scheduled Payment Date in respect of any Guaranteed Amounts is reached, and (B) only with respect to the first Scheduled Payment Date immediately after the occurrence of an Article 74 Event or an Issuer Event of Default, the day which is two Business Days following service, respectively, of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay on the Covered Bond Guarantor in respect of such Guaranteed Amounts, if such Article 74 Notice to Pay or Notice to Pay has not been served more than two Business Days prior to the relevant Scheduled Payment Date; or
- (b) if the applicable Final Terms specified that an Extended Maturity Date is applicable to the relevant series of Covered Bonds, the CB Payment Date that would have applied if the Maturity Date of such series of Covered Bonds had been the Extended Maturity Date or such other CB Payment Date(s) as specified in the relevant Final Terms;

Scheduled Interest means an amount equal to the amount in respect of interest which would have been due and payable by the Issuer under the Covered Bonds, on each CB Payment Dates as specified in the

Conditions falling on or after service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay to the Covered Bond Guarantor (but excluding any additional amounts relating to premiums, default interest or interest upon interest: the **Excluded Scheduled Interest Amounts**), but including such Excluded Scheduled Interest Amounts (whenever the same arose) following service of a Covered Bond Guarantor Acceleration Notice if the Covered Bonds had not become due and repayable prior to their Maturity Date or Extended Maturity Date (if so specified in the relevant Final Terms) or where applicable, after the Maturity Date such other amounts of interest as may be specified in the relevant Final Terms, *less* any additional amounts the Issuer would be obliged to pay as result of any gross-up in respect of any withholding or deduction made under the circumstances set out in the Conditions;

Scheduled Payment Date means, in relation to payments under the Covered Bond Guarantee, each CB Payment Date;

Scheduled Principal means an amount equal to the amount in respect of principal which would have been due and repayable by the Issuer under the Covered Bonds, on each CB Payment Dates as specified in the Conditions falling on or after service of an Article 74 Notice to Pay (which has not been withdrawn) or a Notice to Pay to the Covered Bond Guarantor (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, or premiums: the **Excluded Scheduled Principal Amounts**), but including such Excluded Scheduled Principal Amounts (whenever the same arose) following service of a Covered Bond Guarantor Acceleration Notice if the Covered Bonds had not become due and repayable prior to their Maturity Date or, if in accordance with the Final Terms an Extended Maturity Date is applied to such Series or Tranche, the Extended Maturity Date of such Series or Tranche;

Second Special Servicer means the entity which may be selected by the Special Servicer and appointed by the Covered Bond Guarantor in accordance with the provisions of the Servicing Agreement;

Secured Creditors means, collectively, the Covered Bondholders, the Representative of the Covered Bondholders, the Issuer, the Seller, the Subordinated Loan Provider, the Servicer, the Administrative Services Provider, the Account Bank, the Paying Agent, the Luxembourg Listing Agent, the Hedging Counterparties, the Cash Manager, the Asset Monitor, the Calculation Agent, the Dealers and any other entity acceding to the Intercreditor Agreement;

Selected Assets means the Eligible Assets to be sold by the Covered Bond Guarantor (through the Servicer, or any other third party appointed by the Representative of the Covered Bondholders) in accordance with the provisions of the Portfolio Administration Agreement;

Seller means Intesa Sanpaolo in its capacity as seller under the Master Transfer Agreement;

Series has the meaning ascribed to such expression in the Conditions. Notwithstanding the foregoing, the term "Series" shall mean, in case of Registered Covered Bonds, each Registered Covered Bonds made out in the name of a specific Registered Covered Bondholder;

Servicer means the entity appointed as servicer by the Covered Bond Guarantor pursuant to the Servicing Agreement, being, as at the Programme Date, Intesa Sanpaolo;

Servicing Agreement means the servicing agreement entered into on 29 July 2010 between the Covered Bond Guarantor, the Servicer and the Special Servicer, as amended and/or supplemented from time to time;

Special Servicer means Intesa Sanpaolo and any other entity appointed as successor Special Servicer under the Servicing Agreement, including, when appointed, the Second Special Servicer;

Specified Currency has the meaning given to it in the relevant Final Terms;

Specified Denomination(s) has the meaning given to it in the relevant Final Terms;

Specified Office means, as of the Programme Date:

- (i) with reference to the Paying Agent, Via Melchiorre Gioia 8, Milan, Italy;
- (ii) with reference to the Account Bank, Via Verdi 8, Milan, Italy;
- (iii) with reference to the Cash Manager, Via Verdi 8, Milan, Italy;
- (iv) with reference to the Calculation Agent, Via Eleonora Duse 53, Rome, Italy;

- (v) with reference to the Luxembourg Listing Agent, 2 Boulevard Konrad Adenauer, Luxembourg L-III5;

or such other office in the same city or town as each of the entities indicated above may specify by notice to the Issuer and the other parties to the Cash Management and Agency Agreement in the manner provided therein;

Specified Period has the meaning given to it in the relevant Final Terms;

Subordinated Loan Agreement means the subordinated loan agreement entered into on or about the Programme Date between the Subordinated Loan Provider and the Covered Bond Guarantor, as amended and/or supplemented from time to time;

Subordinated Loan Provider means Intesa Sanpaolo, and any successor thereof, appointed as subordinated loan provider in accordance with the Subordinated Loan Agreement;

Subsidiary has the meaning given to it in Article 2359 of the Italian Civil Code;

Swap Agreements means, collectively, the Asset Swaps and the Liability Swaps;

TARGET2 Settlement Day means any day on which TARGET2 (the Trans-European Automated Real-Time Gross Settlement Express Transfer system) is open;

Tests means, jointly, the Nominal Value Test, the NPV Test, the Interest Coverage Test and the Amortisation Test, as respectively defined under the Portfolio Administration Agreement;

Transaction Documents means, collectively, the Italian Law Transaction Documents and the English Law Transaction Documents and any other document designated as such by the Issuer, the Covered Bond Guarantor and the Representative of the Covered Bondholders;

Transfer Agreement means the transfer agreement to be entered into between the Seller and/or any Additional Seller and the Covered Bond Guarantor to effect the transfer of a Further Portfolio in accordance with the terms of the relevant Master Transfer Agreement;

Zero Coupon Covered Bond means a Covered Bond specified as such in the relevant Final Terms.

2.2 Interpretation:

In these Conditions:

- (i) any reference to **principal** shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Series or Tranche of Covered Bonds and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to **interest** shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Covered Bonds;
- (iv) any reference to a **Transaction Document** shall be construed as a reference to such Transaction Document, as amended and/or supplemented up to and including the Issue Date of the relevant Covered Bonds;
- (v) any reference to a **party** to a Transaction Document (other than the Issuer and the Covered Bond Guarantor) shall, where the context permits, include any Person who, in accordance with the terms of such Transaction Document, becomes a party thereto subsequent to the date thereof, whether by appointment as a successor to an existing party or by appointment or otherwise as an additional party to such document and whether in respect of the Programme generally or in respect of a single Series or Tranche only; and
- (vi) any reference to any Italian legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such

legislation as the same may have been, or may from time to time be, amended, supplemented and/or re-enacted.

3 Form, Denomination and Title

The Covered Bonds are in the Specified Denomination(s), which may include a minimum denomination of Euro 100,000 (or, where the Specified Currency is a currency other than Euro, the equivalent amount in such Specified Currency), in each case as specified in the relevant Final Terms. The Covered Bonds will be issued and will be held in dematerialised form (*emesse in forma dematerializzata*) on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli Account Holders. Each Series or Tranche will be deposited with Monte Titoli on the relevant Issue Date. Monte Titoli shall act as depositary for Clearstream and Euroclear. The Covered Bonds 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 83-bis *et seq.* of the Financial Law and the relevant implementing regulations and (ii) Regulation 22 February 2008. No physical document of title will be issued in respect of the Covered Bonds. The rights and powers of the Covered Bondholders may only be exercised in accordance with these Conditions and the Rules of the Organisation of the Covered Bondholders.

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Covered Bondholders, the Covered Bond Guarantor and the Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holders, whose accounts are at the relevant time credited with a Covered Bond, as the absolute owner of such Covered Bond for the purposes of payments to be made to the holder of such Covered Bond (whether or not the Covered Bond is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Covered Bond or any notice of any previous loss or theft of the Covered Bond) and shall not be liable for doing so.

4 Status and Guarantee

- (a) *Status of the Covered Bonds:* The Covered Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* without preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding. In the event of a compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer, any funds realised and payable to the Covered Bondholders will be collected by the Covered Bond Guarantor on their behalf.
- (b) *Status of the Covered Bond Guarantee:* The payment of Guaranteed Amounts in respect of each Series or Tranche of Covered Bonds when due for payment will be unconditionally and irrevocably guaranteed by the Covered Bond Guarantor pursuant to the Covered Bond Guarantee. However, the Covered Bond Guarantor shall have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amount on the Due for Payment Date until the occurrence of an Article 74 Event (and for so long it is outstanding) or an Issuer Event of Default and service by the Representative of the Covered Bondholders on the Covered Bond Guarantor of an Article 74 Notice to Pay (and until its withdrawal) or a Notice to Pay.
- (c) *Priority of Payments:* Amounts due by the Covered Bond Guarantor pursuant to the Covered Bond Guarantee shall be paid in accordance with the Priority of Payments, as set out in the Intercreditor Agreement.

Any payment made by the Covered Bond Guarantor shall discharge the corresponding obligations of the Issuer under the Covered Bonds *vis-à-vis* the Covered Bondholders.

5 Fixed Rate Provisions

- (a) *Application:* This Condition 5 is applicable to the Covered Bonds only if the Fixed Rate Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Covered Bonds bear interest on their Outstanding Principal Balance from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate of

Interest. Interest will be payable in arrears on each CB Payment Date, subject as provided in Condition 11 (*Payments*), up to (and excluding) the Maturity Date, or as the case may be, the Extended Maturity Date. Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 until whichever is the earlier of (i) the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Covered Bondholder and (ii) the day which is seven days after the Paying Agent has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such seventh day (except to the extent that there is any subsequent default in payment).

- (c) *Fixed Coupon Amount*: The amount of interest payable in respect of each Covered Bond for any CB Interest Period shall be the relevant Fixed Coupon Amount and, if the Covered Bonds are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount*: The amount of interest payable in respect of each Covered Bond for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Covered Bond divided by the Calculation Amount. For this purpose a **sub-unit** means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

6 Floating Rate and Index-Linked or Other Variable-Linked Interest Provisions

- (a) *Application*: This Condition 6 is applicable to the Covered Bonds only if the Floating Rate Provisions or the Index-Linked or Other Variable-Linked Interest Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest*: Each Covered Bond bears interest on its Outstanding Principal Balance from (and including) the Interest Commencement Date at the Rate of Interest payable in arrears on each CB Payment Date, subject as provided in Condition 11 (*Payments*). Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 until whichever is the earlier of (i) the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Covered Bondholder and (ii) the day which is seven days after the Paying Agent has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each CB Interest Period will be determined by the Paying Agent on the following basis:
 - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Paying Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) in any other case, the Paying Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Paying Agent will:

- (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Paying Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Paying Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Paying Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant CB Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant CB Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such CB Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Paying Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any CB Interest Period, the Rate of Interest applicable to the Covered Bonds during such CB Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Covered Bonds in respect of a preceding CB Interest Period.

- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each CB Interest Period will be the sum of the Margin and the relevant ISDA Rate where **ISDA Rate** in relation to any CB Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Paying Agent under an interest rate swap transaction if the Paying Agent were acting as Paying Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that CB Interest Period or (B) in any other case, as specified in the relevant Final Terms.
- (e) *Index-Linked or Other Variable-Linked Interest:* If the Index-Linked or Other Variable-Linked Interest Provisions are specified in the relevant Final Terms as being applicable, the Rate(s) of Interest applicable to the Covered Bonds for each CB Interest Period will be determined in the manner specified in the relevant Final Terms.
- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (g) *Calculation of Interest Amount:* The Paying Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each CB Interest Period, calculate the Interest Amount payable in respect of each Covered Bond for such CB Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such CB Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Covered Bond divided by the Calculation Amount. For this purpose a **sub-unit** means,

in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Paying Agent, then the Paying Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Paying Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Paying Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant CB Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and CB Payment Date) in any event not later than the first day of the relevant CB Interest Period. Notice thereof shall also promptly be given to the Covered Bondholders. The Paying Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant CB Interest Period. If the Calculation Amount is less than the minimum Specified Denomination, the Paying Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Covered Bond having the minimum Specified Denomination.
- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Paying Agent will (in the absence of manifest error) be binding on the Issuer, the Covered Bond Guarantor, the Covered Bondholders and (subject as aforesaid) no liability to any such Person will attach to the Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7 Zero Coupon Provisions

- (a) *Application:* This Condition 7 is applicable to the Covered Bonds only if the Zero Coupon Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Late payment on Zero Coupon Covered Bonds:* If the Redemption Amount payable in respect of any Zero Coupon Covered Bond is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Covered Bondholder and (ii) the day which is seven days after the Paying Agent has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such seventh day (except to the extent that there is any subsequent default in payment).

8 Partly-Paid Provisions

- (a) *Application:* This Condition 8 is applicable to the Covered Bonds only if the Partly-Paid Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Rate of Interest:* Interest will accrue on the paid up nominal amount of such Covered Bonds or as otherwise specified in the applicable Final Terms.

9 Dual Currency Provisions

- (a) *Application:* This Condition 9 is applicable to the Covered Bonds only if the Dual Currency Provisions are specified in the relevant Final Terms as being applicable.

- (b) *Rate of Interest:* If the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.

10 Redemption and Purchase

- (a) *Scheduled redemption:* Unless previously redeemed or purchased and cancelled as specified below, the Covered Bonds of each Series or Tranche will be redeemed at their Final Redemption Amount on the relevant Maturity Date, subject as provided in Condition 10(b) (*Extension of maturity*) and Condition 11 (*Payments*). If an Extended Maturity Date is not specified as applicable in the relevant Final Terms for a Series or Tranche of Covered Bonds, Condition 10(m) (*Pre-Maturity Liquidity Test*) shall apply.

The Issuer shall confirm to the Paying Agent as soon as reasonably practicable and in any event at least as of the Extension Determination Date as to whether payment will or will not be made in full of the Final Redemption Amount in respect of the Covered Bonds on that Maturity Date. Any failure by the Issuer to notify the Paying Agent shall not affect the validity or effectiveness of the extension.

- (b) *Extension of maturity:* Without prejudice to Condition 12, if (i) an Extended Maturity Date is specified as applicable in relation to the Covered Bond Guarantor in the relevant Final Terms for a Series or Tranche of Covered Bonds and an Article 74 Event or an Issuer Event of Default has occurred, following the service, respectively, of an Article 74 Notice to Pay or a Notice to Pay on the Covered Bond Guarantor, and (ii) the Calculation Agent (on behalf of the Covered Bond Guarantor) determines that the Covered Bond Guarantor has insufficient Available Funds under the Post-Issuer Default Priority of Payments to pay the Guaranteed Amounts corresponding to the Final Redemption Amount in full in respect of the relevant Series or Tranche of Covered Bonds on the Maturity Date, then (subject as provided below), payment of the unpaid amount by the Covered Bond Guarantor under the Covered Bond Guarantee shall be deferred until the Extended Maturity Date *provided that* any amount representing the Final Redemption Amount due and remaining unpaid after the Extension Determination Date may be paid by the Covered Bond Guarantor on any CB Payment Date thereafter up to (and including) the relevant Extended Maturity Date (a **Maturity Extension**). Notwithstanding the above, if the Covered Bonds are extended as a consequence of the occurrence of an Article 74 Event, upon termination of the suspension period and withdrawal of the Article 74 Notice to Pay, the Issuer shall resume responsibility for meeting the payment obligations under any Series or Tranche of Covered Bonds in respect of which an Extendable Maturity has occurred, and any Final Redemption Amount shall be due for payment by no later than 15 calendar days following the day on which the Article 74 Notice to Pay has been withdrawn.

The Covered Bond Guarantor shall notify the relevant Covered Bondholders (in accordance with Condition 20 (*Notices*)), any relevant Hedging Counterparty, the Rating Agency, the Representative of the Covered Bondholders and the Paying Agent as soon as reasonably practicable, and in any event at least one Business Day prior to the relevant Maturity Date, of any inability of the Covered Bond Guarantor to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of a Series or Tranche of Covered Bonds pursuant to the Covered Bond Guarantee. Any failure by the Covered Bond Guarantor to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

In the circumstances outlined above, the Covered Bond Guarantor shall, on the relevant Due for Payment Date, pursuant to the Covered Bond Guarantee, apply the monies (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the relevant Priorities of Payments) *pro rata* in payment of an amount equal to the Final Redemption Amount in respect of the relevant Series or Tranche of Covered Bonds and shall pay Guaranteed Amounts constituting interest in respect of each such Covered Bond on such date. The obligation of the Covered Bond Guarantor to pay any amounts in respect of the balance of the Final Redemption Amount not so paid on such Due for Payment Date shall be deferred as described above.

Interest will continue to accrue on any unpaid amount during such extended period and be payable on each Guarantor Payment Date following the Maturity Date up to the Extended Maturity Date (inclusive).

Where an Extended Maturity Date is specified as applicable in the relevant Final Terms for a Series or Tranche of Covered Bonds and applied, failure to pay on the Maturity Date by the Covered Bond Guarantor shall not constitute a Covered Bond Guarantor Event of Default.

- (c) *Redemption for tax reasons:* The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part:
- (i) at any time (if neither the Floating Rate Provisions nor the Index-Linked or Other Variable-Linked Interest Provisions are specified in the relevant Final Terms as being applicable); or
 - (ii) on any CB Payment Date (if the Floating Rate Provisions or the Index-Linked or Other Variable-Linked Interest Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Covered Bondholders (which notice shall be irrevocable), at their Early Redemption Amount, together with interest accrued (if any) to the date fixed for redemption, if:

- (A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Italy or any European law or regulation, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Series or Tranche of Covered Bonds; and
- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, *provided, however, that* no such notice of redemption shall be given earlier than:
 - (1) where the Covered Bonds may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due; or
 - (2) where the Covered Bonds may be redeemed only on a CB Payment Date, 60 days prior to the CB Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Paying Agent, with a copy to the Luxembourg Listing Agent and the Representative of the Covered Bondholders, a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and such evidence shall be sufficient to the Paying Agent and the Representative of the Covered Bondholders and conclusive and binding on the Covered Bondholders. Upon the expiry of any such notice as is referred to in this Condition 10(c), the Issuer shall be bound to redeem the Covered Bonds in accordance with this Condition 10(c).

- (d) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Covered Bonds may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 15 nor more than 30 days' notice to the Covered Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Covered Bonds on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).
- (e) *Partial redemption:* If the Covered Bonds are to be redeemed in part only on any date in accordance with Condition 10(d) (*Redemption at the option of the Issuer*), the Covered Bonds to be redeemed in part shall be redeemed in the principal amount specified by the Issuer and the Covered Bonds will be so redeemed in accordance with the rules and procedures of Monte Titoli and/or any other Relevant Clearing System (to be reflected in the records of such clearing systems as a pool factor or a

reduction in principal amount, at their discretion), subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation. The notice to Covered Bondholders referred to in Condition 10(d) (*Redemption at the option of the Issuer*) shall specify the proportion of the Covered Bonds so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

- (f) *Redemption at the option of Covered Bondholders*: If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of any Covered Bondholder, redeem such Covered Bonds held by it on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option provided for under this Condition 10(f), the Covered Bondholder must, not less than 15 nor more than 30 days before the relevant Optional Redemption Date (Put), deposit with the Paying Agent a duly completed Put Option Notice in the form obtainable from the Paying Agent. The Paying Agent with which a Put Option Notice is so deposited shall deliver a duly completed Put Option Receipt to the depositing Covered Bondholder. Once deposited in accordance with this Condition 10(f), no duly completed Put Option Notice, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any Covered Bonds become immediately due and payable or, upon due presentation of any such Covered Bonds on the relevant Optional Redemption Date (Put), payment of the redemption monies is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the Covered Bondholder at such address as may have been given by such Covered Bondholder in the relevant Put Option Notice and shall hold such Covered Bond against surrender of the relevant Put Option Receipt. For so long as any outstanding Covered Bonds are held by a Paying Agent in accordance with this Condition 10(f), the Covered Bondholder and not such Paying Agent shall be deemed to be the holder of such Covered Bonds for all purposes.
- (g) *No other redemption*: The Issuer shall not be entitled to redeem the Covered Bonds otherwise than as provided in Conditions 10(a) (*Scheduled redemption*) to (f) (*Redemption at the option of Covered Bondholders*) above.
- (h) *Early redemption of Zero Coupon Covered Bonds*: Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Covered Bonds at any time before the Maturity Date shall be an amount equal to the sum of:
- (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Covered Bonds become due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(h) or, if none is so specified, a Day Count Fraction of 30E/360.

- (i) *Redemption by instalments*: If the Covered Bonds are specified in the relevant Final Terms as being amortising and redeemable in instalments they will be redeemed in such number of instalments, in such amounts (**Instalment Amounts**) and on such dates as may be specified in or determined in accordance with the relevant Final Terms and upon each partial redemption as provided by this Condition 10(i), the outstanding principal amount of each such Covered Bonds shall be reduced by the relevant Instalment Amount for all purposes.
- (j) *Purchase*: The Issuer or any of its Subsidiaries (other than the Covered Bond Guarantor) may at any time purchase Covered Bonds in the open market or otherwise and at any price. The Covered Bond Guarantor shall not purchase any Covered Bonds at any time.

(k) *Legislative Exchange*: Following the coming into force in Italy, at any time after the Issue Date, of (i) any legislation similar to the OBG Regulation in force in any other European Union country or (ii) any rules, regulations or guidelines published by any governmental authority that provides for bonds issued by Italian issuers to qualify for the same benefits available to covered bonds issued under covered bond legislation in force in any other European Union country, the Issuer may, at its option and without the consent of the Representative of the Covered Bondholders, exchange all (but not some only) of the Covered Bonds of all Series or Tranche then outstanding (the **Existing Covered Bonds**) for new Covered Bonds which qualify as covered bonds under such new legislation, rules, regulations or guidelines (the **New Covered Bonds**) on the same economic terms and conditions as the Existing Covered Bonds (the **Legislative Exchange**) if not more than 60 nor less than 30 days' notice to the Covered Bondholders (in accordance with Condition 20 (*Notices*)) and the Representative of the Covered Bondholders is given and provided that:

- (i) on the date on which such notice expires the Issuer delivers to the Representative of the Covered Bondholders a certificate signed by two authorised signatories of each of the Issuer and the Covered Bond Guarantor confirming that, in the case of the Issuer, no Issuer Event of Default and, in the case of the Covered Bond Guarantor, no Covered Bond Guarantor Event of Default, has occurred which is continuing;
- (ii) the Rating Agency has confirmed in writing that the New Covered Bonds will be assigned the same ratings as are then applicable to the Existing Covered Bonds; and
- (iii) if the Existing Covered Bonds are listed, quoted and/or traded on or by a competent and/or relevant listing authority, stock exchange and/or quotation system on or before the date on which such notice expires, the Issuer delivers to the Representative of the Covered Bondholders a certificate signed by two authorised signatories of the Issuer confirming that all applicable rules of such competent and/or relevant listing authority, stock exchange and/or quotation system have been or will be complied with.

The Existing Covered Bonds will be cancelled concurrently with the issue of the New Covered Bonds and with effect on and from the date of issue thereof all references herein to Covered Bonds shall be deemed to be references to the New Covered Bonds.

(l) *Redemption due to illegality*: The Covered Bonds of all Series or Tranche may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Representative of the Covered Bondholders and the Paying Agent and, in accordance with Condition 20 (*Notices*), all Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Representative of the Covered Bondholders immediately before the giving of such notice that it has, or will, before the next CB Payment Date of any Covered Bond of any Series or Tranche, become unlawful for the Issuer to make any payments under the Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such CB Payment Date.

Covered Bonds redeemed pursuant to this Condition 10(l) will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(m) *Pre-Maturity Liquidity Test*. If an Extended Maturity Date is not specified as applicable in the relevant Final Terms for a Series or Tranche of Covered Bonds, on any Business Day falling during the Pre-Maturity Rating Period prior to the occurrence of an Issuer Event of Default (each a **Pre-Maturity Liquidity Test Date**), the Calculation Agent will determine if the Pre-Maturity Liquidity Test (as defined below) has been breached, and if so, it shall immediately notify the Issuer, the Seller, the Hedging Counterparties and the Representative of the Covered Bondholders.

For the purpose of this paragraph (m) the **Pre-Maturity Liquidity Test** is complied with on any Pre-Maturity Liquidity Test Date if, during the Pre-Maturity Rating Period, the Issuer's credit rating is greater than or equal to the Pre-Maturity Liquidity Required Rating.

Following a breach of the Pre-Maturity Liquidity Test in respect of a Series or Tranche of Covered Bonds:

- (i) the Issuer shall:
 - (a) make a cash deposit in an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates on the Pre-Maturity Liquidity Account, opened in its name with a bank whose ratings are at least equal to the Minimum Required Account Bank Rating provided for under the Transaction Documents and pledged in favour of the Covered Bondholders; or
 - (b) obtain a first demand, autonomous guarantee (meeting the criteria set forth by the Rating Agency) for an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates, by an eligible entity whose ratings are at least equal to the Minimum Required Pre-Maturity Liquidity Guarantor Rating; or
 - (c) take action in the form of a combination of the foregoing which in aggregate add up to an amount equal to the Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates;

and/or

- (ii) the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, on behalf of the Covered Bond Guarantor, shall sell, subject to any pre-emption right of the Seller or any Additional Seller (as the case may be) pursuant to the relevant Master Transfer Agreement, Selected Assets and Integration Assets in accordance with the procedures set out in the Portfolio Administration Agreement, for an amount equal to the Adjusted Required Redemption Amount of the Series or Tranche of Hard Bullet Covered Bonds to which such Pre-Maturity Liquidity Test relates.

11 Payments

- (a) *Payments through clearing systems:* Payment of interest and repayment of principal in respect of the Covered Bonds will be credited, in accordance with the instructions of Monte Titoli, by the Paying Agent on behalf of the Issuer or the Covered Bond Guarantor (as the case may be) to the accounts of those banks and authorised brokers whose accounts with Monte Titoli are credited with those Covered Bonds and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Covered Bonds or through the Relevant Clearing Systems to the accounts with the Relevant Clearing Systems of the beneficial owners of those Covered Bonds, in accordance with the rules and procedures of Monte Titoli and of the Relevant Clearing Systems, as the case may be.
- (b) *Payments subject to fiscal laws:* All payments in respect of the Covered Bonds are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*). No commissions or expenses shall be charged to Covered Bondholders in respect of such payments.
- (c) *Payments on business days:* If the due date for payment of any amount in respect of any Covered Bond is not a Business Day in the Place of Payment, the Covered Bondholder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

12 Taxation

- (a) *Gross up by Issuer:* All payments of principal and interest in respect of the Covered Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by

law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Covered Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Covered Bond:

- (i) in respect to any payment or deduction of any interest or principal on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Decree 239 with respect to any Covered Bonds or, for the avoidance of doubt, Decree 461 or any related implementing regulations, and in all circumstances in which the procedures set forth in Decree 239 in order to benefit from a tax exemption have not been met or complied with except where such procedures have not been met or complied with due to the actions or omissions of the Issuer or its agents; or
 - (ii) with respect to any Covered Bond presented for payments:
 - (a) in the Republic of Italy; or
 - (b) by or on behalf of a holder who is liable for such taxes or duties in respect of such Covered Bond by reason of his having some connection with the Republic of Italy other than the mere holding of such Covered Bond; or
 - (c) by or on behalf of a holder who is entitled to avoid such withholding or deduction in respect of such Covered Bond by making, or procuring, a declaration of non-residence or other similar claim for exemption but has failed to do so; or
 - (d) more than 30 days after the Maturity Date except to the extent that the relevant holder would have been entitled to an additional amount on presenting such Covered Bond for payment on such thirtieth day assuming that day to have been a Business Day; or
 - (e) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or other amounts is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a tax haven country (as defined and listed in the Ministry of Finance Decree of 23 January 2002) or which is resident in a country which does not allow for a satisfactory exchange of information with the Republic of Italy; or
 - (f) in respect of any Covered Bond having an original maturity of less than eighteen months, where such withholding or deduction is required pursuant to Decree 600; or
 - (g) in respect of Covered Bonds classified as atypical securities where such withholding or deduction is required under Decree 512; or
 - (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive; or
 - (iv) held by or on behalf of a Covered Bondholder who would have been able to avoid such withholding or deduction by presenting the relevant Covered Bond to a Paying Agent in another Member State of the EU.
- (b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction. For the avoidance of doubt, the Issuer will have no obligation to pay additional amounts in respect of the Covered Bonds for any amounts required to be withheld or deducted pursuant to sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986.

13 Article 74 Event and Events of Default

- (a) *Article 74 Event:* If a resolution pursuant to Article 74 of the Banking Law is issued in respect of the Issuer (an **Article 74 Event**), the Representative of the Covered Bondholders will serve a notice (the

Article 74 Notice to Pay) on the Issuer and the Covered Bond Guarantor that an Article 74 Event has occurred.

(b) *Effect of an Article 74 Notice to Pay:* Upon service of an Article 74 Notice to Pay upon the Covered Bond Guarantor:

- (i) *Temporary Acceleration against the Issuer:* each Series or Tranche of Covered Bonds will accelerate against the Issuer and the Covered Bonds will rank *pari passu* amongst themselves against the Issuer, provided that: (a) such events shall not trigger an acceleration against the Covered Bond Guarantor, and (b) in accordance with Article 4, Paragraph 4, of MEF Decree, the Covered Bond Guarantor shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the suspension period;
- (ii) *Delegation:* the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders *vis-à-vis* the Issuer in accordance with the provisions of the Covered Bond Guarantee in the context of which the Covered Bondholders irrevocably delegate – also in the interest and for the benefit of the Covered Bond Guarantor – to the Covered Bond Guarantor the exclusive right to proceed against the Issuer to enforce the performance of any of the payment obligations of the Issuer under the Covered Bonds including any rights of enforcing any acceleration of payment provisions provided under these Conditions or under the applicable legislation. For this purpose, upon request of the Covered Bond Guarantor, the Representative of the Covered Bondholders on behalf of the Covered Bondholders shall provide the Covered Bond Guarantor with any powers of attorney and/or mandates as the latter may deem necessary or expedient for taking all necessary steps to ensure the timely and correct performance of its mandate.

In accordance with the Covered Bond Guarantee, the Representative of the Covered Bondholders on behalf of the Covered Bondholders has confirmed such delegation and waived any rights of the Covered Bondholders to revoke such delegation and take any such individual action against the Issuer;

- (iii) *Payments by the Covered Bond Guarantor:* the Covered Bond Guarantor will pay any amounts due under the Covered Bonds on the Due for Payment Date in accordance with (i)(a) above and subject in any case to the provisions of the Conditions;
- (iv) *Mandatory Tests:* the Mandatory Tests shall continue to be applied; and
- (v) *Pre-Maturity Liquidity Test:* the Pre-Maturity Liquidity Test shall be deemed to be failed with respect to any Hard Bullet Covered Bonds for which the Maturity Date falls within 12 months.

Upon the termination of the suspension period, the Article 74 Notice to Pay shall be withdrawn and the Issuer will be responsible for meeting the payment obligations under the Covered Bonds (and for the avoidance of doubt, the Covered Bonds then outstanding will no longer be deemed to have been accelerated against the Issuer) in accordance with the relevant Priority of Payments.

(c) *Issuer Events of Default:* If any of the following events (each, an **Issuer Event of Default**) occurs and is continuing:

- (i) *Non-payment:* default is made by the Issuer for a period of 7 days or more in the payment of any principal or redemption amount, or for a period of 14 days or more in the payment of any interest on the Covered Bonds of any Series or Tranche when due, unless an Article 74 Event has occurred and the relevant suspension period is continuing; or
- (ii) *Breach of other obligations:* the Issuer is in breach of material obligations under or in respect of the Covered Bonds (of any Series or Tranche outstanding) or any of the Transaction Documents to which it is a party (other than any obligation for the payment of principal or interest on the Covered Bonds and/or any obligation to ensure compliance of the Portfolio with the Tests)) and such failure remains unremedied for 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer,

- certifying that such failure is, in its opinion, materially prejudicial to the interests of the Covered Bondholders and specifying whether or not such failure is capable of remedy; or
- (iii) *Cross-default*: any of the events described in paragraphs (i) and (ii) above occurs in respect of any other Series or Tranche of Covered Bonds; or
 - (iv) *Insolvency*: an Insolvency Event occurs in respect of the Issuer; or
 - (v) *Cessation of business*: the Issuer ceases to carry on its primary business; or
 - (vi) *Breach of Pre-Maturity Liquidity Test*: in relation to Hard Bullet Covered Bonds, breach of the Pre-Maturity Liquidity Test which is not remedied by the earlier of:
 - (a) 20 Business Days from the date on which the Issuer is notified of the breach of the Pre-Maturity Liquidity Test; and
 - (b) the Maturity Date of that Series or Tranche of Covered Bonds; or
 - (vii) *Breach of Mandatory Test*: breach of any of the Mandatory Tests which is not remedied by the Calculation Date immediately following the notification of such breach.

If an Issuer Event of Default occurs, the Representative of the Covered Bondholders will serve a notice (the **Notice to Pay**) on the Issuer and the Covered Bond Guarantor that an Issuer Event of Default has occurred and, upon service of such Notice to Pay:

- (a) *No further Series or Tranche of Covered Bonds*: the Issuer may not issue any further Series or Tranche of Covered Bonds;
- (b) *Acceleration against the Issuer*: each Series or Tranche of Covered Bonds will accelerate against the Issuer and the Covered Bonds will rank *pari passu* amongst themselves against the Issuer, provided that (i) such events shall not trigger an acceleration against the Covered Bond Guarantor, and (ii) in accordance with Article 4, Paragraph 3, of the MEF Decree and pursuant to the relevant provisions of the Transaction Documents, the Covered Bond Guarantor shall be solely responsible for the exercise of the rights of the Covered Bondholders vis-à-vis the Issuer and any Excess Proceeds will be part of the Available Funds;
- (c) *Delegation*: the Covered Bond Guarantor (directly or through the Representative of the Covered Bondholders) shall exercise, on an exclusive basis, the right of the Covered Bondholders vis-à-vis the Issuer in accordance with the provisions of the Covered Bond Guarantee, in the context of which the Covered Bondholders irrevocably delegate – also in the interest and for the benefit of the Covered Bond Guarantor – to the Covered Bond Guarantor the exclusive right to proceed against the Issuer to enforce the performance of any of the payment obligations of the Issuer under the Covered Bonds including any rights of enforcing any acceleration of payment provisions provided under these Conditions or under the applicable legislation. For this purpose, upon request of the Covered Bond Guarantor, the Representative of the Covered Bondholders on behalf of the Covered Bondholders shall provide the Covered Bond Guarantor with any powers of attorney and/or mandates as the latter may deem necessary or expedient for taking all necessary steps to ensure the timely and correct performance of its mandate.

In accordance with the Covered Bond Guarantee, the Representative of the Covered Bondholders on behalf of the Covered Bondholders has confirmed such delegation and waived any rights of the Covered Bondholders to revoke such delegation and take any such individual action against the Issuer;

- (d) *Payments by the Covered Bond Guarantor*: the Covered Bond Guarantor will pay any amounts due under the Covered Bonds on the Due for Payment Date in accordance with (b)(i) above and subject in any case to the provisions of the Conditions;
- (e) *Disposal of Assets*: the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, in the name and on behalf of the Covered Bond Guarantor, shall

sell the Eligible Assets and Integration Assets (other than cash deposits) included in the Portfolio in accordance with the provisions of the Portfolio Administration Agreement;

- (f) *Amortisation Test*: the Amortisation Test shall be applied.
- (d) *Covered Bond Guarantor Events of Default*: Following an Issuer Event of Default, if any of the following events (each, a **Covered Bond Guarantor Event of Default**) occurs and is continuing:
 - (i) *Non-payment*: non-payment of principal and/or interest in respect of the relevant Series or Tranche of Covered Bonds by the Covered Bond Guarantor in accordance with the Covered Bond Guarantee, subject to a 7 day cure period in respect of principal or redemption amounts and a 14 day cure period in respect of interest payment or non-payment or non setting aside for payment of costs or amounts due to any Hedging Counterparties by the Covered Bond Guarantor;
 - (ii) *Breach of Amortisation Test*: the Amortisation Test is breached;
 - (iii) *Breach of other obligations*: breach by the Covered Bond Guarantor of the other binding obligations under the Dealer Agreement, the Intercreditor Agreement, the Covered Bond Guarantee or any other Transaction Document to which the Covered Bond Guarantor is a party, which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice of such breach to the Covered Bond Guarantor;
 - (iv) *Insolvency*: an Insolvency Event occurs in respect of the Covered Bond Guarantor;
 - (v) *Invalidity of the Covered Bond Guarantee*: the Covered Bond Guarantee is not in full force and effect,

then the Representative of the Covered Bondholders shall serve a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor.

- (e) *Effect of a Covered Bond Guarantor Acceleration Notice*: From and including the date on which the Representative of the Covered Bondholders delivers a Covered Bond Guarantor Acceleration Notice upon the Covered Bond Guarantor:
 - (i) *Acceleration of Covered Bonds*: each Series or Tranche of Covered Bonds will accelerate against the Covered Bond Guarantor, becoming immediately due and payable, and the Covered Bonds will rank *pari passu* amongst themselves;
 - (ii) *Disposal of assets*: the Representative of the Covered Bondholders shall, in the name and on behalf of the Covered Bond Guarantor, direct the Servicer, or any other third party appointed by the Representative of the Covered Bondholders, to sell all assets included in the Portfolio in accordance with the provisions of the Portfolio Administration Agreement; and
 - (iii) *Enforcement*: the Representative of the Covered Bondholders may, at its discretion and without further notice, take such steps and/or institute such proceedings against the Issuer or the Covered Bond Guarantor (as the case may be) as it may think fit, but it shall not be bound to take any such proceedings or steps unless requested or authorised by an Extraordinary Resolution of the Covered Bondholders.
- (f) *Determinations, etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 13 by the Representative of the Covered Bondholders shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Covered Bond Guarantor and all Covered Bondholders and (in absence of wilful default (*dolo*) or gross negligence (*colpa grave*) of the Representative of the Covered Bondholders) no liability to the Covered Bondholders, the Issuer or the Covered Bond Guarantor shall attach to the Representative of the Covered Bondholders in connection with the exercise or non-exercise by it of its powers, duties and discretions hereunder and under the Transaction Documents.

14 Prescription

Claims for payment under the Covered Bonds shall become void unless made within ten years (in respect of principal) or five years (in respect of interest) from the due date thereof.

15 Representative of the Covered Bondholders

- (a) *Organisation of the Covered Bondholders:* The Organisation of the Covered Bondholders shall be established upon, and by virtue of, the issuance of the Covered Bonds and shall remain in force and in effect until repayment in full or cancellation of all Series or Tranche of Covered Bonds. Pursuant to the Rules of the Organisation of the Covered Bondholders, for as long as the Covered Bonds are outstanding, there shall at all times be a Representative of the Covered Bondholders. The appointment of the Representative of the Covered Bondholders as legal representative of the Organisation of the Covered Bondholders is made by the Covered Bondholders subject to and in accordance with the Rules of the Organisation of the Covered Bondholders.
- (b) *Initial appointment:* Under the Dealer Agreement, each of the Dealers has appointed the Representative of the Covered Bondholders to perform the activities described in the Dealer Agreement, in these Conditions (including the Rules of the Organisation of Covered Bondholders), in the Intercreditor Agreement and in the other Transaction Documents, and the Representative of the Covered Bondholders has accepted such appointment for the period commencing on the First Issue Date and ending (subject to early termination of its appointment) on the date on which all of the Covered Bonds have been cancelled or redeemed in accordance with these Conditions.
- (c) *Acknowledgment by Covered Bondholders:* Each Covered Bondholder, by reason of holding a Covered Bond:
- (i) recognises the Representative of the Covered Bondholders as its representative and (to the fullest extent permitted by law) agrees to be bound by any agreement entered into from time to time by the Representative of the Covered Bondholders in such capacity as if such Covered Bondholder were a signatory thereto; and
 - (ii) acknowledges and accepts that the Relevant Dealer(s) shall not be liable, without prejudice for the provisions set forth under Article 1229 of the Italian Civil Code, in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Covered Bondholders as a result of the performance by the Representative of the Covered Bondholders of its duties or the exercise of any of its rights under the Transaction Documents.

16 Agents

In acting under the Cash Management and Agency Agreement and in connection with the Covered Bonds, the Paying Agent acts solely as agent of the Issuer and, following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, as agent of the Covered Bond Guarantor and do not assume in the framework of the Programme any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders.

The Paying Agent and its initial Specified Office are set out in these Conditions. Any additional Paying Agent and its Specified Office (if any) are specified in the relevant Final Terms. The Issuer, and (where applicable) the Covered Bond Guarantor, reserves the right at any time to vary or terminate the appointment of the Paying Agent and to appoint an additional or successor paying agent; *provided, however, that:*

- (a) the Issuer, and (where applicable) the Covered Bond Guarantor, shall at all times maintain a paying agent; and
- (b) the Issuer, and (where applicable) the Covered Bond Guarantor, shall at all times maintain a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000; and
- (c) if and for so long as the Covered Bonds are admitted to listing and/or trading by any competent authority, stock exchange and/or listing system which requires the appointment of a Paying Agent in any particular place, the Issuer, and (where applicable) the Covered Bond Guarantor, shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or listing system.

Notice of any change in any of the Paying Agent or in its Specified Offices shall promptly be given to the Covered Bondholders.

17 Further Issues

The Issuer may from time to time, without the consent of the Covered Bondholders, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Covered Bonds.

18 Substitution of the Issuer

The Representative of the Covered Bondholders may (and in the case of an Approved Reorganisation shall) agree with the Issuer (or any previous substitute) and the Covered Bond Guarantor at any time without the consent of the Covered Bondholders:

- (a) to the substitution in place of Intesa Sanpaolo (or of any previous substitute) as principal debtor under the Covered Bonds by any bank being a Subsidiary of Intesa Sanpaolo (the **Substitute Obligor**) by way of an obligation transfer agreement without recourse to the Issuer (*accollo liberatorio*); or
- (b) to an Approved Reorganisation; or
- (c) that Intesa Sanpaolo (or any previous substitute) may, other than by means of an Approved Reorganisation, consolidate with, merge into or amalgamate with any successor company,

provided that:

- (i) the obligations of the Substitute Obligor or the Resulting Entity under the Covered Bonds shall be irrevocably and unconditionally guaranteed by Intesa Sanpaolo (on like terms as to subordination, if applicable, to those of the Covered Bond Guarantee); and
- (ii) (other than in the case of an Approved Reorganisation) the Representative of the Covered Bondholders has confirmed in writing that it is satisfied that the interests of the Covered Bondholders will not be materially prejudiced thereby; and
- (iii) the Substitute Obligor or the Resulting Entity agrees, in form and manner satisfactory to the Representative of the Covered Bondholders, to be bound by the terms and conditions of the Covered Bonds and all the Transaction Documents in respect to any Series or Tranche of Covered Bonds still outstanding, by means of executing agreements and documents substantially in the same form and substance of the Transaction Documents;
- (iv) the Representative of the Covered Bondholders has confirmed in writing that it is satisfied that (a) the Resulting Entity or Substituted Obligor has obtained all governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor in respect of the Covered Bonds in place of the Issuer (or such previous substitute as aforesaid), and (b) such approvals and consents are, at the time of substitution, Approved Reorganisation or consolidation, merger, amalgamation other than by means of an Approved Reorganisation, as the case may be, in full force and effect.

Upon the assumption of the obligations of the Issuer by a Substitute Obligor or a Resulting Entity or a successor company, Intesa Sanpaolo shall have no further liabilities under or in respect of the Covered Bonds.

Any such substitution, Approved Reorganisation or consolidation, merger or amalgamation shall be notified to the Covered Bondholders in accordance with Condition 20 (*Notices*) and to the Rating Agency. In the case of a substitution, the relevant Issuer shall notify the Luxembourg Stock Exchange thereof and prepare, or procure the preparation of, a supplement to the Base Prospectus in respect of the Programme.

In connection with the exercise of its powers, authorities or discretions above mentioned: (a) the Representative of the Covered Bondholders shall have regard to the interests of the Covered Bondholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not have regard to the consequences of such exercise for individual Covered Bondholders resulting from them being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory; and (b) the Representative of the Covered Bondholders shall not be entitled to claim from the

Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Covered Bondholders except to the extent already provided for by Condition 12 (*Taxation*).

In these Conditions, **Approved Reorganisation** means a solvent and voluntary reorganisation involving, alone or with others, the Issuer, and whether by way of consolidation, amalgamation, merger, transfer of all or substantially all of its business or assets, or otherwise provided that the principal resulting, surviving or transferee entity (a **Resulting Entity**) is a banking company and effectively assumes all the obligations of the Issuer under, or in respect of, the Covered Bonds.

19 Limited Recourse and Non Petition

(a) *Limited Recourse*: Each of the Covered Bondholders:

- (i) acknowledges and agrees that, without prejudice to those Transaction Documents which contemplate payments to be made to the Secured Creditors by way of set-off, if any, all obligations of the Covered Bond Guarantor to each Covered Bondholders and each Other Secured Creditor, including, without limitation, under the Covered Bonds or any Transaction Document to which it is a party (including any obligation for the payment of damages or penalties, but excluding the obligation to pay the Purchase Price in respect of the Portfolio under the Master Transfer Agreement), are limited in recourse and shall arise and become due and payable as at the relevant date in an amount equal to the lesser of: (a) the aggregate nominal amount of such payment which, but for the operation of this Condition 18 and the applicable Priority of Payments, would be due and payable at such time to the relevant Secured Creditor; and (ii) the then Available Funds, net of any sums which are payable by the Covered Bond Guarantor in accordance with the applicable Priority of Payments in priority to, or *pari passu* with, sums payable to such Secured Creditor. For the avoidance of doubt, it is understood that if the Available Funds are insufficient to pay any amount due and payable on any Guarantor Payment Date in accordance with the relevant Priority of Payments, the shortfall then occurring will not be payable on that date but will become payable on the subsequent Guarantor Payment Dates if and to the extent that the Available Funds may be used for this purpose in accordance with the Priorities of Payments. Such shortfall will not cause the accrual of default interest unless otherwise provided in the relevant Transaction Document. If there are not Available Funds for payment to the Secured Creditors at the date the Covered Bonds are cancelled in accordance with the Conditions, the Secured Creditors shall have no further claim against the Covered Bond Guarantor in respect of any unpaid amount;
- (ii) acknowledges and agrees that the limited recourse nature of the obligations of the Covered Bond Guarantor under the Covered Bonds or any Transaction Documents produces the effect of a *contratto aleatorio* and accepts the consequences thereof, including but not limited to the provision of Article 1469 of the Italian Civil Code and will have an existing claim against the Covered Bond Guarantor only in respect of the Available Funds which may be applied for the relevant purpose as at the relevant date and will not have any claim, by operation of law or otherwise, against, or recourse to, the Covered Bond Guarantor's assets (other than the Portfolio and the Available Funds) or its contributed equity capital or any other assets of the Covered Bond Guarantor whatsoever;
- (iii) acknowledges and agrees that all payments to be made by the Covered Bond Guarantor to it, whether under any Transaction Document or otherwise, will be made by the Covered Bond Guarantor solely from the Available Funds, except as permitted in the Transaction Documents;
- (iv) acknowledges that it will not have any claim, by operation of law or otherwise, against, or recourse to, any assets of the Covered Bond Guarantor other than the Portfolio and the Available Funds;
- (v) undertakes not to enforce any covenants, agreements, representations or warranties of the Covered Bond Guarantor contained in any of the Transaction Documents or any other document related thereto against the Covered Bond Guarantor's assets (other than the Portfolio and the Available Funds) or its contributed equity capital or against any quotaholder, director, auditor or agent of the Covered Bond Guarantor, but to enforce such covenants, agreements, representations and warranties only against the Portfolio and the Available Funds and within the limits set forth in this Condition and in the Intercreditor Agreement;
- (vi) undertakes to enforce any judgment obtained by it in any action brought under any of the Transaction Documents or any other document relating thereto only against the Portfolio and the

Available Funds and not against any other assets or property or the contributed equity capital of the Covered Bond Guarantor or of any quotaholder, director, employee, officer, auditor or agent of the Covered Bond Guarantor;

- (vii) undertakes not to make any claim or bring any action in contravention of the provisions of this Condition 18; and
- (viii) undertakes not to permit the Covered Bond Guarantor to pay, prepay or discharge any amount to it other than in accordance with this Condition 18.
- (b) *Non Petition*: In consideration of the limited recourse nature of the obligations of the Covered Bond Guarantor and the other provisions set out in these Conditions and the Intercreditor Agreement, each of the Covered Bondholders undertakes and agrees that, until two years and one day have elapsed since the full repayment or cancellation of all the Covered Bonds, it will not institute against, or join any other person in instituting against, the Covered Bond Guarantor any Insolvency Proceedings or reorganisation or winding up proceedings.

20 Notices

- (a) *Notices given through Monte Titoli*: Any notice regarding the Covered Bonds, as long as the Covered Bonds are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli.
- (b) *Notices through Luxembourg Stock Exchange*. Any notice regarding the Covered Bonds, as long as the Covered Bonds are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, shall be deemed to have been duly given if published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or, if required, of the CSSF and, in any event, if published in accordance with the rules and regulation of the Luxembourg Stock Exchange.
- (c) *Other publication*: The Representative of the Covered Bondholders shall be at liberty to sanction any other method of giving notice to Covered Bondholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the competent authority, stock exchange and/or listing system by which the Covered Bonds are then admitted to trading (including any means provided for under Article 16 of Luxembourg law implementing the Prospectus Directive, dated 19 July 2005) and provided that notice of such other method is given to the holders of the Covered Bonds in such manner as the Representative of the Covered Bondholders shall require.

21 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22 Governing Law and Jurisdiction

- (a) *Governing law*: These Covered Bonds, and any non-contractual obligations arising out of or in connection with the Covered Bonds, are governed by Italian law. All Italian Law Transaction Documents, and any non-contractual obligations arising out of or in connection with the Italian Law Transaction Documents, are governed by Italian law and all English Law Transaction Documents, and any non-contractual obligations arising out of or in connection with the English Law Transaction Documents, are governed by English law.
- (b) *Jurisdiction*: The courts of Milan have exclusive competence for the resolution of any dispute that may arise in relation to the Covered Bonds and all Italian Law Transaction Documents, or their validity, interpretation or performance. The courts of England and Wales have exclusive competence

for the resolution of any dispute that may arise in relation to the English Law Transaction Documents or their validity, interpretation or performance.

- (c) *Relevant legislation:* Anything not expressly provided for in these Conditions will be governed by the provisions of Law 130, the BoI OBG Regulations and the MEF Decree.

RULES OF THE ORGANISATION OF THE COVERED BONDHOLDERS

TITLE I

GENERAL PROVISIONS

1. GENERAL

- 1.1** The organisation of the Covered Bondholders in respect of each Series or Tranche of Covered Bonds issued under the Programme by the Issuer is created concurrently with the issue and subscription of the Covered Bonds of each such Series or Tranche and is governed by these Rules of the Organisation of the Covered Bondholders (the **Rules**).
- 1.2** These Rules shall remain in force and effect until full repayment or cancellation of all the Covered Bonds.
- 1.3** The contents of these Rules are deemed to be an integral part of the Terms and Conditions of the Covered Bonds of each Series or Tranche issued by the Issuer.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Rules, the terms below shall have the following meanings:

Block Voting Instruction means, in relation to a Meeting, a document issued by the Paying Agent or by a Registrar, as the case may be:

- (a) in case of Covered Bond issued in a dematerialised form, certifying that specified Covered Bonds are held to the order of the Paying Agent or under its control and have been blocked in an account with a clearing system and will not be released until a the earlier of:
- (i) a specified date which falls after the conclusion of the Meeting; and
 - (ii) the surrender to the Paying Agent not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption) of confirmation that the Covered Bonds are Blocked Covered Bonds and notification of the release thereof by the Paying Agent to the Issuer and Representative of the Covered Bondholders;
- (b) in case of Covered Bonds issued in registered form, certifying that specified Covered Bonds have been blocked with the Registrar and will not be released until the conclusion of the Meeting
- (c) certifying that the Holder, or the registered Holder in case of Covered Bonds issued in registered form, of the relevant Blocked Covered Bonds or a duly authorised person on its behalf has notified the Paying Agent or the Registrar that the votes attributable to such Covered Bonds are to be cast in a particular way on each resolution to be put to the Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked;
- (d) listing the total number of such specified Blocked Covered Bonds, distinguishing between those in respect of which instructions have been given to vote for, and against, each resolution; and
- (e) authorising a named individual to vote in accordance with such instructions;

Blocked Covered Bonds means (i) Covered Bonds which have been blocked in an account with a clearing system or otherwise are held to the order of or under the control of the Paying Agent, or (ii) in case of Covered Bonds issued in registered form, such Covered Bonds which have been blocked with the Registrar, for the purpose of obtaining from the Principal Paying Agent and/or the Registrar a Block Voting Instruction or a Voting Certificate on terms that they will not be released until after the conclusion of the Meeting in respect of which the Block Voting Instruction or Voting Certificate is required;

Chairman means, in relation to any Meeting, the person who takes the chair in accordance with Article 6 (*Chairman of the Meeting*).

Currency Swap Rate means, in relation to a Covered Bond or Series or Tranche of Covered Bonds, the exchange rate specified in the respective currency hedging agreement relating to such Covered Bond or Series or Tranche of Covered Bonds or, if the respective currency hedging agreement has terminated or is not in place, the applicable exchange rate provided by the Servicer;

Event of Default means an Issuer Event of Default or a Covered Bond Guarantor Event of Default;

Extraordinary Resolution means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of not less than three quarters of the votes cast;

German Paying Agent means any institution appointed by the Issuer to act as paying agent in respect of the Covered Bonds issued in a registered form under the Programme;

Holder means in respect of Covered Bonds, the ultimate owner of such Covered Bonds and, in respect of the Covered Bonds issued in registered form, the ultimate registered owner of such Covered Bonds issued in registered form, as set out in the Register;

Liabilities means losses, liabilities, inconvenience, costs, expenses, damages, claims, actions or demands;

Meeting means a meeting of Covered Bondholders (whether originally convened or resumed following an adjournment);

Monte Titoli Account Holder means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli (as *intermediari aderenti*) in accordance with Article 83-quater of the Financial Law and includes any depository banks appointed by the Relevant Clearing System;

Ordinary Resolution means any resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of more than 50% of the votes cast;

Programme Resolution means an Extraordinary Resolution passed at a single meeting of the Covered Bondholders of all Series or Tranche, duly convened and held in accordance with the provisions contained in these Rules to direct the Representative of the Covered Bondholders to take steps and/or institute proceedings against the Issuer or the Covered Bond Guarantor pursuant to Condition 13(e)(iii) (*Effect of a Covered Bond Guarantor Acceleration Notice – Enforcement*) or other similar Condition with reference to Covered Bonds issued in registered form;

Proxy means a person appointed to vote under a Voting Certificate as a proxy or a person appointed to vote under a Block Voting Instruction, in each case other than:

- (a) any person whose appointment has been revoked and in relation to whom the Paying Agent or the Registrar has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and
- (b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed;

Register means any register held by the Registrar for the purpose of recording payments and assignments of Covered Bonds issued in registered form;

Registrar means any institution in which may be appointed from time to time by the Issuer to act as a registrar in respect of the Covered Bonds issued in registered form under the Programme, provided that if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer;

Resolutions means the Ordinary Resolutions and the Extraordinary Resolutions, collectively;

Transaction Party means any person who is a party to a Transaction Document;

Voter means, in relation to a Meeting, the Holder or a Proxy named in a Voting Certificate, the bearer of a Voting Certificate issued by the Paying Agent, a Registrar or a Proxy named in a Block Voting Instruction;

Voting Certificate means, in relation to any Meeting:

- (a) a certificate issued by a Monte Titoli Account Holder in accordance with Regulation 22 February 2008; or
- (b) a certificate issued by the Paying Agent or by a Registrar stating:
 - (i) that Blocked Covered Bonds will not be released until the earlier of:
 - (A) a specified date which falls after the conclusion of the Meeting; and
 - (B) the surrender of such certificate to the Paying Agent or to the Registrar; and
 - (ii) the bearer of the certificate is entitled to attend and vote at such Meeting in respect of such Blocked Covered Bonds.

Written Resolution means a resolution in writing signed by or on behalf of one or more persons holding or representing at least 75 per cent of the Outstanding Principal Balance of the Covered Bonds, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Covered Bondholders;

24 hours means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Paying Agent has its specified office or, in case of Covered Bonds issued in registered form, the Registrar has its specified office; and

48 hours means two consecutive periods of 24 hours.

Unless otherwise provided in these Rules, or unless the context requires otherwise, words and expressions used in these Rules shall have the meanings and the construction ascribed to them in the relevant Conditions.

2.2 Interpretation

In these Rules:

- 2.2.1 any reference herein to an Article shall, except where expressly provided to the contrary, be a reference to an article of these Rules of the Organisation of the Covered Bondholders;
- 2.2.2 a successor of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred; and
- 2.2.3 any reference to any Transaction Party shall be construed so as to include its and any subsequent successors and transferees in accordance with their respective interests.

2.3 Separate Series

Subject to the provisions of the next sentence, the Covered Bonds of each Series shall form a separate Series of Covered Bonds and accordingly, unless for any purpose the Representative of the Covered Bondholders in its absolute discretion shall otherwise determine, the provisions of this sentence and of Articles 3 (*Purpose of the Organisation of the Covered Bondholders*) to 24 (*Meetings and Separate Series*) and 28 (*Duties and Powers of the Representative of the Covered Bondholders*) to 35 (*Powers to Act on behalf of the Covered Bond Guarantor*) shall apply *mutatis mutandis* separately and independently to the Covered Bonds of each Series. However, for the purposes of this Article 2.3:

- 2.3.1 under Articles 25 (*Appointment, Removal and Remuneration*) and 26 (*Resignation of the Representative of the Covered Bondholders*); and

2.3.2 insofar as they relate to a Programme Resolution, under Articles 3 (*Purpose of the Organisation of the Covered Bondholders*) to 23 (*Meetings and Separate Series*) and 27 (*Duties and Powers of the Representative of the Covered Bondholders*) to 34 (*Powers to act on Behalf of the Covered Bond Guarantor*),

the Covered Bonds shall be deemed to constitute a single Series and the provisions of such Articles shall apply to all the Covered Bonds together as if they constituted a single Series and, in such Articles, the expressions Covered Bonds and Covered Bondholders shall be construed accordingly.

3. PURPOSE OF THE ORGANISATION OF THE COVERED BONDHOLDERS

3.1 Each Covered Bondholder is a member of the Organisation of the Covered Bondholders.

3.2 The purpose of the Organisation of the Covered Bondholders is to co-ordinate the exercise of the rights of the Covered Bondholders and, more generally, to take any action necessary or desirable to protect the interest of the Covered Bondholders.

TITLE II

MEETINGS OF THE COVERED BONDHOLDERS

4. CONVENING A MEETING

4.1 Convening a Meeting

The Representative of the Covered Bondholders, the Covered Bond Guarantor or the Issuer may convene separate or combined Meetings of the Covered Bondholders at any time and the Representative of the Covered Bondholders shall be obliged to do so upon the request in writing by Covered Bondholders representing at least one-tenth of the aggregate Outstanding Principal Balance of the Covered Bonds.

The Representative of the Covered Bondholders, the Covered Bond Guarantor or the Issuer or (in relation to a meeting for the passing of a Programme Resolution) the Covered Bondholders of any Series may at any time, and the Issuer shall upon a request in writing signed by the holders of not less than one-tenth of the aggregate Outstanding Principal Balance of the Covered Bonds for the time being outstanding, convene a meeting of the Covered Bondholders and, if the Issuer makes default for a period of seven days in convening such a meeting, the same may be convened by the Representative of the Covered Bondholders or the subject making the request. The Representative of the Covered Bondholders may convene a single meeting of the Covered Bondholders of more than one Series if in the opinion of the Representative of the Covered Bondholders there is no conflict between the holders of the Covered Bonds of the relevant Series, in which event the provisions of these Rules shall apply thereto *mutatis mutandis*.

4.2 Meetings convened by Issuer

Whenever the Issuer is about to convene a Meeting, it shall immediately give notice in writing to the Representative of the Covered Bondholders specifying the proposed day, time and place of the Meeting, and the items to be included in the agenda.

4.3 Time and place of Meetings

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Covered Bondholders, *provided that* each Meeting may be held also by linking various venues in different locations by audio/video conferencing facilities, subject to the following conditions:

- (a) that the Chairman of the Meeting is able to be certain as to the identity of those taking part, control how the Meeting proceeds, and determine and announce the results of voting;
- (b) that those taking part are able to participate in discussions and voting on the items on the agenda simultaneously, as well as to view, receive, and transmit documents.

The Meeting held by audio/video conferencing will be deemed to have taken place at the venue at which the Chairman is present.

5. NOTICE

5.1 Notice of Meeting

At least 21 days' notice (exclusive of (i) the day on which notice is delivered and (ii) the day on which the relevant Meeting is to be held), specifying the day, time and place of the Meeting, as well as, if necessary, venues connected by audio or video conferencing that may be used by those involved, must be given to the relevant Covered Bondholders, the Registrar and the Paying Agent, with a copy to the Issuer and the Covered Bond Guarantor, where the Meeting is convened by the Representative of the Covered Bondholders, or with a copy to the Representative of the Covered Bondholders, where the Meeting is convened by the Issuer.

5.2 Content of notice

The notice shall set out the full text of any resolution to be proposed at the Meeting, unless the Representative of the Covered Bondholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that the Voting Certificate for the purpose of such Meeting may be obtained from a Monte Titoli Account Holder in accordance with the provisions of Regulation 22 February 2008 and that for the purpose of obtaining Voting Certificates or appointing Proxies under a Block Voting Instruction, Covered Bondholders must (to the satisfaction of the Paying Agent) be held to the order of or placed under the control of the Paying Agent or blocked in an account with a clearing system not later than 48 hours before the relevant Meeting.

With reference to the Covered Bonds issued in registered form, the notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Covered Bondholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that Covered Bond issued in registered form, may be blocked with the Registrar, or with other entity authorised to do so by the Registrar, for the purposes of appointing Proxies under Block Voting Instructions until 48 hours before the time fixed for the Meeting and that holders of Covered Bonds issued in registered form, may also appoint Proxies either under a Block Voting Instruction by delivering written instructions to the Registrar or the German Paying Agent or by executing and delivering a form of Proxy to the Specified Office of the Registrar or the German Paying Agent, in either case until 48 hours before the time fixed for the Meeting.

5.3 Validity notwithstanding lack of notice

A Meeting is valid notwithstanding that the formalities required by this Article 5 are not complied with if all the Holders of the Covered Bonds which are entitled to attend and vote (representing the entirety of the Outstanding Principal Balance of the Covered Bonds) are represented at such Meeting and the Issuer and the Representative of the Covered Bondholders are present.

6. CHAIRMAN OF THE MEETING

6.1 Appointment of Chairman

An individual (who may, but need not be, a Covered Bondholder), nominated by the Representative of the Covered Bondholders may take the chair at any Meeting, but if:

- 6.1.1 the Representative of the Covered Bondholders fails to make a nomination; or
- 6.1.2 the individual nominated declines to act or is not present within 15 minutes after the time fixed for the Meeting,

the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

6.2 Duties of Chairman

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate, and determines the mode of voting.

6.3 Assistance to Chairman

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Covered Bondholders.

7. QUORUM

The quorum at any Meeting will be:

- 7.1.1 in the case of an Ordinary Resolution, one or more persons (including the Issuer if at any time it owns any of the relevant Covered Bonds) holding or representing at least 25 per cent of the Outstanding Principal Balance of the Covered Bonds for the time being outstanding or, at an

adjourned Meeting, one or more persons being or representing Covered Bondholders, whatever the Outstanding Principal Balance of the Covered Bonds so held or represented; or

7.1.2 in the case of an Extraordinary Resolution or a Programme Resolution (including the Issuer if at any time it owns any of the relevant Covered Bonds) (subject as provided below), one or more persons holding or representing at least 50 per cent. of the Outstanding Principal Balance of the Covered Bonds for the time being outstanding or, at an adjourned Meeting, one or more persons being or representing Covered Bondholders of the relevant Series for the time being outstanding, whatever the Outstanding Principal Balance of the Covered Bonds so held or represented; or

7.1.3 at any meeting the business of which includes any of the following matters (other than in relation to a Programme Resolution) (each of which shall, subject only to Article 31 (*Waiver*), only be capable of being effected after having been approved by Extraordinary Resolution), namely:

- (a) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds;
- (b) alteration of the currency in which payments under the Covered Bonds are to be made;
- (c) alteration of the majority required to pass an Extraordinary Resolution;
- (d) except in accordance with Articles 30 (*Amendments And Modifications*) and 32 (*Waiver*), the sanctioning of any such scheme or proposal to effect the exchange, conversion or substitution of the Covered Bonds for, or the conversion of such Covered Bonds into, shares, bonds or other obligations or securities of the Issuer or the Covered Bond Guarantor or any other person or body corporate, formed or to be formed; and
- (e) alteration of this Article 7.1.3;

(each a **Series Reserved Matter**), the quorum shall be one or more persons (including the Issuer if at any time it owns any of the relevant Covered Bonds) being or representing holders of not less than two-thirds of the aggregate Outstanding Principal Balance of the Covered Bonds of such Series for the time being outstanding or, at any adjourned meeting, one or more persons being or representing not less than one-third of the aggregate Outstanding Principal Balance of the Covered Bonds of such Series for the time being outstanding.

8. ADJOURNMENT FOR WANT OF QUORUM

8.1 If a quorum is not present for the transaction of any particular business within 15 minutes after the time fixed for any Meeting, then, without prejudice to the transaction of the business (if any) for which a quorum is present:

8.1.1 if such Meeting was convened upon the request of Covered Bondholders, the Meeting shall be dissolved; and

8.1.2 in any other case, the Meeting shall stand adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period, being not less than 13 clear days nor more than 42 clear days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Representative of the Covered Bondholders).

8.2 If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the Representative of the Covered Bondholders) dissolve such meeting or adjourn the same for such period, being not less than 13 clear days (but without any maximum number of clear days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Representative of the Covered Bondholders.

9. ADJOURNED MEETING

Except as provided in Article 8 (*Adjournment for want of Quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place. No business shall be transacted at any adjourned meeting except business which might have been transacted at the Meeting from which the adjournment took place.

10. NOTICE FOLLOWING ADJOURNMENT

10.1 Notice required

Article 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a quorum except that:

10.1.1 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

10.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

10.2 Notice not required

Except in the case of a Meeting to consider an Extraordinary Resolution, it shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 8 (*Adjournment for want of Quorum*).

11. PARTICIPATION

The following categories of persons may attend and speak at a Meeting:

11.1 Voters;

11.2 the directors and the auditors of the Issuer and the Covered Bond Guarantor;

11.3 representatives of the Issuer, the Covered Bond Guarantor, the Paying Agent and the Representative of the Covered Bondholders;

11.4 financial advisers to the Issuer, the Covered Bond Guarantor and the Representative of the Covered Bondholders;

11.5 legal advisers to the Issuer, the Covered Bond Guarantor and the Representative of the Covered Bondholders; and

11.6 any other person authorised by virtue of a resolution of such Meeting or by the Representative of the Covered Bondholders.

12. VOTING CERTIFICATES AND BLOCK VOTING INSTRUCTIONS

12.1 A Covered Bondholder may obtain a Voting Certificate in respect of a Meeting by requesting its Monte Titoli Account Holder to issue a certificate in accordance with Regulation 22 February 2008.

12.2 A Covered Bondholder may also obtain from the Paying Agent or require the Paying Agent to issue a Block Voting Instruction by arranging for such Covered Bonds to be (to the satisfaction of the Paying Agent) held to its order or under its control or blocked in an account in the Relevant Clearing System (other than Monte Titoli) not later than 48 hours before the time fixed for the relevant Meeting.

12.3 A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Covered Bonds to which it relates.

12.4 So long as a Voting Certificate or Block Voting Instruction is valid, the named therein as Holder or Proxy (in the case of a Voting Certificate issued by a Monte Titoli Account Holder), the bearer thereof (in the case of a Voting Certificate issued by the Paying Agent), and any Proxy named therein (in the case of a Block Voting Instruction issued by the Paying Agent) shall be deemed to be the Holder of the Covered Bonds to which it relates for all purposes in connection with the Meeting to which such Voting Certificate or Block Voting Instruction relates.

- 12.5 A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Covered Bonds.
- 12.6 References to the blocking or release of Covered Bonds shall be construed in accordance with the usual practices (including blocking the relevant account) of any Relevant Clearing System.
- 12.7 Any registered Holder may require the Registrar to issue a Block Voting Instruction by arranging (to the satisfaction of the Registrar) for the related Covered Bonds issued in registered form to be blocked with the Registrar not later than 48 hours before the time fixed for the relevant Meeting. The registered Holder may require the Registrar to issue a Block Voting Instruction by delivering to the Registrar written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any registered Holder may obtain an uncompleted and unexecuted Form of Proxy from the Registrar. A Block Voting Instruction shall be valid until the release of the Blocked Bonds to which it relates. A Form of Proxy and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Bond.

13. VALIDITY OF BLOCK VOTING INSTRUCTIONS

- 13.1 A Block Voting Instruction or a Voting Certificate shall be valid for the purpose of the relevant Meeting only if it is deposited at the Specified Offices of the Paying Agent or the Registrar, as the case may be, or at any other place approved by the Representative of the Covered Bondholders, at least 24 hours before the time fixed for the relevant Meeting. If a Block Voting Instruction or a Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Covered Bondholders so requires, a notarised copy of each Block Voting Instruction and satisfactory evidence of the identity of each Proxy named in a Block Voting Instruction or of each Holders or Proxy named in a Voting Certificate shall be produced at the Meeting but the Representative of the Covered Bondholders shall not be obliged to investigate the validity of a Block Voting Instruction or a Voting Certificate or the identity of any Proxy or any holder of the Covered Bonds named in a Voting Certificate or a Block Voting Instruction or the identity of any Holder named in a Voting Certificate.

14. VOTING BY POLL

Every question submitted to a Meeting shall be decided by poll. The Chairman sets the conditions for the voting, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the terms specified by the Chairman shall be null and void. After voting ends, the votes shall be counted and, after the counting, the Chairman shall announce to the Meeting the outcome of the vote. The result of a poll shall be deemed to be the resolution of the Meeting as at the date of the taking of the poll.

15. VOTES

15.1 Voting

15.1.1 On a poll every person who is so present shall have one vote in respect of each €1.00 or such other amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate (or, in the case of meetings of holders of Covered Bonds denominated in another currency, such amount in such other currency as the Representative of the Covered Bondholders in its absolute discretion may stipulate).

15.2 Block Voting Instruction

Unless the terms of any Block Voting Instruction or Voting Certificate state otherwise in the case of a Proxy, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes he exercises the same way.

15.3 Voting tie

In the case of a voting tie, the relevant Resolution shall be deemed to have been rejected.

16. VOTING BY PROXY

16.1 Validity

Any vote by a Proxy in accordance with the relevant Block Voting Instruction or Voting Certificate appointing a Proxy shall be valid even if such Block Voting Instruction or Voting Certificate or any instruction pursuant to which it has been given had been amended or revoked provided that none of the Issuer, the Representative of the Covered Bondholders, the Registrar or the Chairman has been notified in writing of such amendment or revocation at least 24 hours prior to the time set for the relevant Meeting.

16.2 Adjournment

Unless revoked, the appointment of a Proxy under a Block Voting Instruction or a Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment save that no such appointment of a Proxy in relation to a meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such meeting when it is resumed. Any person appointed to vote at such Meeting must be re-appointed under a Block Voting Instruction or Voting Certificate to vote at the Meeting when it is resumed.

17. RESOLUTIONS

17.1 Ordinary Resolutions

Subject to Article 17.2 (*Extraordinary Resolutions*), a Meeting shall have the following powers exercisable by Ordinary Resolution, to:

- 17.1.1 grant any authority, order or sanction which, under the provisions of these Rules or of the Conditions, is required to be the subject of an Ordinary Resolution or required to be the subject of a resolution or determined by a Meeting and not required to be the subject of an Extraordinary Resolution; and
- 17.1.2 to authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

17.2 Extraordinary Resolutions

A Meeting, in addition to any powers assigned to it in the Conditions, shall have power exercisable by Extraordinary Resolution to:

- 17.2.1 sanction any compromise or arrangement proposed to be made between the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders or any of them;
- 17.2.2 approve any modification, abrogation, variation or compromise in respect of (a) the rights of the Representative of the Covered Bondholders, the Issuer, the Covered Bond Guarantor, the Covered Bondholders or any of them, whether such rights arise under the Transaction Documents or otherwise, and (b) these Rules, the Conditions or of any Transaction Document or any arrangement in respect of the obligations of the Issuer under or in respect of the Covered Bonds, which, in any such case, shall be proposed by the Issuer, the Representative of the Covered Bondholders and/or any other party thereto;
- 17.2.3 assent to any modification of the provisions of these Rules or the Transaction Documents which shall be proposed by the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders or of any Covered Bondholder which are not of a minor or technical nature or which are aimed at correcting a manifest error;
- 17.2.4 in accordance with Article 25 (*Appointment, Removal and Remuneration*), appoint and remove the Representative of the Covered Bondholders;
- 17.2.5 subject to the provisions set forth under the Conditions and the Transaction Documents or upon request of the Representative of the Covered Bondholders, authorise the Representative of the Covered Bondholders to issue an Article 74 Notice to Pay as a result of an Article 74 Event pursuant to Condition 13(a) (*Article 74 Event*), a Notice to Pay as a result of an Issuer Event of Default pursuant to Condition 13(c) (*Issuer Events of Default*) or

- a Covered Bond Guarantor Acceleration Notice as a result of a Covered Bond Guarantor Event of Default pursuant to Condition 13(d) (*Covered Bond Guarantor Events of Default*);
- 17.2.6 discharge or exonerate, whether retrospectively or otherwise, the Representative of the Covered Bondholders from any liability in relation to any act or omission for which the Representative of the Covered Bondholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;
- 17.2.7 authorise and ratify the actions of the Representative of the Covered Bondholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;
- 17.2.8 waive any breach or authorise any proposed breached by the Issuer, the Covered Bond Guarantor or any other party of its obligations under or in respect of these Rules, or waive the occurrence of an Issuer Event of Default, Covered Bond Guarantor Event of Default or a breach of test, and direct the Representative of the Covered Bondholders to suspend the delivery of the relevant Article 74 Notice to pay, Notice to Pay or Covered Bond Guarantor Acceleration Notice;
- 17.2.9 to appoint any person (whether Covered Bondholders or not) as a committee to represent the interests of the Covered Bondholders and to confer on any such committee any powers which the Covered Bondholders could themselves exercise by Extraordinary Resolution;
- 17.2.10 authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution; and
- 17.2.11 in case of failure by the Representative of the Covered Bondholders to send an Article 74 Notice to Pay, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, direct the Representative of the Covered Bondholders to deliver an Article 74 Notice to Pay or a Notice to Pay as a result of an Article 74 Event or an Issuer Event of Default pursuant to Condition 13 (*Article 74 Event and Events of Default*), or a Covered Bond Guarantor Acceleration Notice as a result of a Covered Bond Guarantor Event of Default pursuant to Condition 13(d) (*Covered Bond Guarantor Events of Default*).

17.3 Programme Resolutions

A Meeting shall have power exercisable by a Programme Resolution to direct the Representative of the Covered Bondholders to take steps and/or institute proceedings against the Issuer or the Covered Bond Guarantor pursuant to Condition 13(e)(iii) (*Effect of a Covered Bond Guarantor Acceleration Notice- Enforcement*).

17.4 Other Series of Covered Bonds

No Ordinary Resolution or Extraordinary Resolution, other than a Programme Resolution, that is passed by the Holders of one Series of Covered Bonds shall be effective in respect of another Series of Covered Bonds unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution (as the case may be) of the Holders of Covered Bonds then outstanding of that other Series.

18. EFFECT OF RESOLUTIONS

18.1 Binding nature

Subject to Article 17.4 (*Other Series of Covered Bonds*), any resolution passed at a Meeting of the Covered Bondholders duly convened and held in accordance with these Rules shall be binding upon all Covered Bondholders, whether or not present at such Meeting and/or not voting. A Programme Resolution passed at any Meeting of the holders of the Covered Bonds of all Series shall be binding on all holders of the Covered Bonds of all Series, whether or not present at the meeting and/or not voting.

18.2 Notice of voting results

Notice of the results of every vote on a resolution duly considered by Covered Bondholders shall be published (at the cost of the Issuer) in accordance with the Conditions and given to the Paying

Agents (with a copy to the Issuer, the Covered Bond Guarantor, the Registrar and the Representative of the Covered Bondholders within 14 days of the conclusion of each Meeting).

19. CHALLENGE TO RESOLUTIONS

Any absent or dissenting Covered Bondholder has the right to challenge Resolutions which are not passed in compliance with the provisions of these Rules.

20. MINUTES

Minutes shall be made of all resolutions and proceedings of each Meeting and entered in books provided by the Issuer for that purpose. The Minutes shall be signed by the Chairman and shall be *prima facie* evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted shall be regarded as having been duly passed and transacted.

21. WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by Ordinary Resolution, as if it were an Ordinary Resolution.

22. INDIVIDUAL ACTIONS AND REMEDIES

Each Covered Bondholder has accepted and is bound by the provisions of Clauses 4 (*Exercise of Rights and Subrogation*) and 11 (*Limited Recourse*) of the Covered Bond Guarantee and Clause 11 (*Limited Recourse and Non Petition*) of the Intercreditor Agreement and, accordingly, if any Covered Bondholder is considering bringing individual actions or using other individual remedies to enforce his/her rights under the Covered Bonds and the Covered Bond Guarantee, any such action or remedy shall be subject to a Meeting not passing an Extraordinary Resolution objecting to such individual action or other remedy on the grounds that it is not consistent with such Condition. In this respect, the following provisions shall apply:

- 22.1 the Covered Bondholder intending to enforce his/her rights under the Covered Bonds will notify the Representative of the Covered Bondholders of his/her intention;
- 22.2 the Representative of the Covered Bondholders will, without delay, call a Meeting in accordance with these Rules (including, for the avoidance of doubt, Article 23.1 (*Choice of Meeting*));
- 22.3 if the Meeting passes an Extraordinary Resolution objecting to the enforcement of the individual action or remedy, the Covered Bondholder will be prevented from taking such action or remedy (without prejudice to the fact that after a reasonable period of time, the same matter may be resubmitted for review of another Meeting); and
- 22.4 if the Meeting of Covered Bondholders does not object to an individual action or remedy, the Covered Bondholder will not be prohibited from taking such individual action or remedy.

23. MEETINGS AND SEPARATE SERIES

23.1 Choice of Meeting

If and whenever the Issuer shall have issued and have outstanding Covered Bonds of more than one Series the foregoing provisions of this Schedule shall have effect subject to the following modifications:

- 23.1.1 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Covered Bonds of that Series;
- 23.1.2 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series but does not give rise to a conflict of interest between the holders of Covered Bonds of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Covered Bonds of all the Series so affected;
- 23.1.3 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series and gives or may give rise to a conflict of

interest between the holders of the Covered Bonds of one Series or group of Series so affected and the holders of the Covered Bonds of another Series or group of Series so affected shall be deemed to have been duly passed only if passed at separate meetings of the holders of the Covered Bonds of each Series or group of Series so affected;

23.1.4 a Programme Resolution shall be deemed to have been duly passed only if passed at a single meeting of the Covered Bondholders of all Series; and

23.1.5 to all such meetings all the preceding provisions of these Rules shall *mutatis mutandis* apply as though references therein to Covered Bonds and Covered Bondholders were references to the Covered Bonds of the Series or group of Series in question or to the holders of such Covered Bonds, as the case may be.

23.2 Denominations other than euro

If the Issuer has issued and has outstanding Covered Bonds which are not denominated in euro in the case of any Meeting or request in writing or Written Resolution of holders of Covered Bonds of more than one currency (whether in respect of the meeting or any adjourned such Meeting or any poll resulting therefrom or any such request or written resolution) the Outstanding Principal Balance of such Covered Bonds shall be the Euro Equivalent of the Currency Swap Rate. In such circumstances, on any poll each person present shall have one vote for each €1.00 (or such other euro amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate) of the Outstanding Principal Balance of the Covered Bonds (converted as above) which he holds or represents.

24. FURTHER REGULATIONS

Subject to all other provisions contained in these Rules, the Representative of the Covered Bondholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Covered Bondholders in its sole discretion may decide.

TITLE III

THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

25. APPOINTMENT, REMOVAL AND REMUNERATION

25.1 Appointment

The appointment of the Representative of the Covered Bondholders takes place by Extraordinary Resolution of the Covered Bondholders in accordance with the provisions of this Article 25, except for the appointment of KPMG Fides Servizi di Amministrazione S.p.A. as first Representative of the Covered Bondholders which will be appointed under the Dealer Agreement.

25.2 Identity of Representative of the Covered Bondholders

The Representative of the Covered Bondholders shall be:

- 25.2.1 a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction acting through an Italian branch; or
- 25.2.2 a company or financial institution enrolled with the register held by the Bank of Italy pursuant to Article 106 of the Banking Law (as amended from time to time); or
- 25.2.3 any other entity which is not prohibited from acting in the capacity of Representative of the Covered Bondholders pursuant to the law.

The directors and auditors of the Issuer and those who fall within the conditions set out in Article 2399 of the Italian Civil Code cannot be appointed as Representative of the Covered Bondholders and, if appointed as such, they shall be automatically removed, *provided that* KPMG Fides Servizi di Amministrazione S.p.A., appointed as the first Representative of the Covered Bondholders pursuant to Article 25.1 above, will be entitled in any circumstance to act also as Calculation Agent in the context of the Programme and/or in any other role as advisor to the Issuer and/or any other entity belonging to Intesa Sanpaolo Group, and *further provided that* KPMG Fides Servizi di Amministrazione S.p.A. will act in such circumstances in accordance with Clause 15.7 of the Intercreditor Agreement.

25.3 Duration of appointment

Unless the Representative of the Covered Bondholders is removed by Extraordinary Resolution of the Covered Bondholders pursuant to Article 17.2 (*Extraordinary Resolutions*) or resigns pursuant to Article 26 (*Resignation of the Representative of the Covered Bondholders*), it shall remain in office until full repayment or cancellation of all the Series of Covered Bonds.

25.4 After termination

In the event of a termination of the appointment of the Representative of the Covered Bondholders for any reason whatsoever, such representative shall remain in office until the substitute Representative of the Covered Bondholders, which shall be an entity specified in Article 25.2 (*Identity of Representative of the Covered Bondholders*), accepts its appointment, and the powers and authority of the Representative of the Covered Bondholders whose appointment has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions required in connection with the Covered Bonds.

25.5 Remuneration

The Issuer and, following an Article 74 Event or an Issuer Event of Default and delivery of a Article 74 Notice to Pay or a Notice to Pay, the Guarantor, shall pay to the Representative of the Covered Bondholders an annual fee for its services as Representative of the Covered Bondholders from the First Issue Date, as agreed in the Dealer Agreement or in a separate fee letter, as the case may be. Such fees shall accrue from day to day and shall be payable in accordance with the Priority of Payments set out in the Intercreditor Agreement up to (and including) the date when the Covered Bonds shall have been repaid in full or cancelled in accordance with the Conditions. In case of

failure by the Issuer to pay the Representative of the Covered Bondholders the fee for its services, the same will be paid by the Covered Bond Guarantor.

26. RESIGNATION OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

The Representative of the Covered Bondholders may resign at any time by giving at least twelve calendar months' written notice to the Issuer and the Covered Bond Guarantor, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Covered Bondholders shall not become effective until a new Representative of the Covered Bondholders has been appointed in accordance with Article 25.1 (*Appointment*) and such new Representative of the Covered Bondholders has accepted its appointment, provided that if Covered Bondholders fail to select a new Representative of the Covered Bondholders within twelve months of written notice of resignation delivered by the Representative of the Covered Bondholders, the Representative of the Covered Bondholders may appoint a successor which is a qualifying entity pursuant to Article 25.2 (*Identity of Representative of the Covered Bondholders*).

27. DUTIES AND POWERS OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

27.1 Representative of the Covered Bondholders as legal representative

The Representative of the Covered Bondholders is the legal representative of the Organisation of the Covered Bondholders and has the power to exercise the rights conferred on it by the Transaction Documents in order to protect the interests of the Covered Bondholders.

27.2 Meetings and resolutions

Unless any Resolution provides to the contrary, the Representative of the Covered Bondholders is responsible for implementing all resolutions of the Covered Bondholders. The Representative of the Covered Bondholders has the right to convene and attend Meetings to propose any course of action which it considers from time to time necessary or desirable.

27.3 Delegation

The Representative of the Covered Bondholders may in the exercise of the powers, discretions and authorities vested in it by these Rules and the Transaction Documents:

27.3.1 act by responsible officers or a responsible officer for the time being of the Representative of the Covered Bondholders;

27.3.2 whenever it considers it expedient and in the interest of the Covered Bondholders, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any such delegation pursuant to Article 27.3.1 may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Covered Bondholders may think fit in the interest of the Covered Bondholders. The Representative of the Covered Bondholders shall not, other than in the normal course of its business, be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by reason of any misconduct, omission or default on the part of such delegate or sub-delegate, *provided that* the Representative of the Covered Bondholders shall use all reasonable care in the appointment of any such delegate and shall be responsible for the instructions given by it to such delegate. The Representative of the Covered Bondholders shall, as soon as reasonably practicable, give notice to the Issuer and the Covered Bond Guarantor of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer and the Covered Bond Guarantor of the appointment of any sub-delegate as soon as reasonably practicable.

27.4 Judicial proceedings

The Representative of the Covered Bondholders is authorised to represent the Organisation of the Covered Bondholders in any judicial proceedings including any Insolvency Event in respect of the Issuer and/or the Covered Bond Guarantor.

27.5 Consents given by Representative of the Covered Bondholders

Any consent or approval given by the Representative of the Covered Bondholders under these Rules and any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Covered Bondholders deems appropriate and, notwithstanding anything to the contrary contained in the Rules or in the Transaction Documents, such consent or approval may be given retrospectively.

27.6 Discretions

Save as expressly otherwise provided herein, the Representative of the Covered Bondholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Covered Bondholders by these Rules or by operation of law.

27.7 Obtaining instructions

In connection with matters in respect of which the Representative of the Covered Bondholders is entitled to exercise its discretion hereunder, the Representative of the Covered Bondholders has the right (but not the obligation) to convene a Meeting or Meetings in order to obtain the Covered Bondholders' instructions as to how it should act. Without prejudice to the provisions set forth under Article 32 (*Indemnity*), prior to undertaking any action, the Representative of the Covered Bondholders shall be entitled to request that the Covered Bondholders indemnify it and/or provide it with security as specified in Article 28.2 (*Specific limitations*).

27.8 Remedy

The Representative of the Covered Bondholders may determine whether or not a default in the performance by the Issuer or the Covered Bond Guarantor of any obligation under the provisions of these Rules, the Covered Bonds or any other Transaction Documents may be remedied, and if the Representative of the Covered Bondholders certifies that any such default is, in its opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Covered Bondholders, the other creditors of the Covered Bond Guarantor and any other party to the Transaction Documents.

28. EXONERATION OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

28.1 Limited obligations

The Representative of the Covered Bondholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

28.2 Specific limitations

Without limiting the generality of the Article 28.1, the Representative of the Covered Bondholders:

28.2.1 shall not be under any obligation to take any steps to ascertain whether an Article 74 Event, an Issuer Event of Default or a Covered Bond Guarantor Event of Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Covered Bondholders hereunder or under any other Transaction Document, has occurred and, until the Representative of the Covered Bondholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Article 74 Event, Issuer Event of Default or a Covered Bond Guarantor Event of Default or such other event, condition or act has occurred;

28.2.2 shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or the Covered Bond Guarantor or any other parties of their obligations contained in these Rules, the Transaction Documents or the Conditions and save in case of gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Covered Bondholders, until it shall have actual knowledge or express notice to the contrary, the Representative of the Covered Bondholders shall be entitled to assume that the Issuer or the Covered Bond Guarantor and each other party to the Transaction Documents are duly observing and performing all their respective obligations;

- 28.2.3 except as expressly required in these Rules or any Transaction Document, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Transaction Document;
- 28.2.4 shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Transaction Document, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:
- (i) the nature, status, creditworthiness or solvency of the Issuer or the Covered Bond Guarantor;
 - (ii) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection herewith;
 - (iii) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;
 - (iv) the failure by the Covered Bond Guarantor to obtain or comply with any licence, consent or other authorisation in connection with the purchase or administration of the assets contained in the Portfolio; and
 - (v) any accounts, books, records or files maintained by the Issuer, the Covered Bond Guarantor, the Servicer and the Paying Agent or any other person in respect of the Portfolio or the Covered Bonds;
- 28.2.5 shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Covered Bonds or the distribution of any of such proceeds to the persons entitled thereto;
- 28.2.6 shall have no responsibility for procuring or maintaining any rating of the Covered Bonds by any credit or rating agency or any other person;
- 28.2.7 shall not be responsible for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Representative of the Covered Bondholders contained herein or in any Transaction Document or any certificate, document or agreement relating thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;
- 28.2.8 shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or any Transaction Document;
- 28.2.9 shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Covered Bond Guarantor in relation to the assets contained in the Portfolio or any part thereof, whether such defect or failure was known to the Representative of the Covered Bondholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;
- 28.2.10 shall not be under any obligation to guarantee or procure the repayment of the Eligible Assets and Integration Assets contained in the Portfolio or any part thereof;
- 28.2.11 shall not be responsible for reviewing or investigating any report relating to the Portfolio or any part thereof provided by any person;
- 28.2.12 shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Portfolio or any part thereof;
- 28.2.13 shall not be responsible (except as expressly provided in the Conditions) for making or verifying any determination or calculation in respect of the Covered Bonds, the Portfolio or any Transaction Document;

- 28.2.14 shall not be under any obligation to insure the Portfolio or any part thereof;
- 28.2.15 shall, when in these Rules or any Transaction Document it is required in connection with the exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Covered Bondholders, have regard to the overall interests of the Covered Bondholders of each Series as a class of persons and shall not be obliged to have regard to any interests arising from circumstances particular to individual Covered Bondholders whatever their number and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Covered Bondholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or taxing authority;
- 28.2.16 shall not, if in connection with the exercise of its powers, trusts, authorities or discretions, it is of the opinion that the interest of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders of not less than 25 per cent. of the Outstanding Principal Balance of the Covered Bonds of the relevant Series then outstanding;
- 28.2.17 shall, as regards at the powers, trusts, authorities and discretions vested in it by the Transaction Documents, except where expressly provided therein, have regard to the interests of (i) all the Secured Creditors (except where expressly provided otherwise), and (ii) if, in its sole opinion, there is or may be a conflict between the interests of the Covered Bondholders of any Series and the interests of any other Secured Creditor (or any combination of them) to the interest of: (A) the Covered Bondholders; and (B) subject to (A) above, the Secured Creditor to whom any amounts are owed appearing highest in the relevant Priority of Payments.
- 28.2.18 may refrain from taking any action or exercising any right, power, authority or discretion vested in it under these Rules or any Transaction Document or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all Liabilities suffered, incurred or sustained by it as a result. Nothing contained in these Rules or any of the other Transaction Documents shall require the Representative of the Covered Bondholders to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured; and
- 28.2.19 shall not be liable or responsible for any Liabilities which may result from anything done or omitted to be done by it in accordance with the provisions of these Rules or the Transaction Documents.

28.3 Covered Bonds held by Issuer or Covered Bond Guarantor

The Representative of the Covered Bondholders may assume without enquiry that no Covered Bonds are, at any given time, held by or for the benefit of the Issuer or the Covered Bond Guarantor.

28.4 Illegality

No provision of these Rules shall require the Representative of the Covered Bondholders to do anything which may be illegal or contrary to applicable law or regulations or to expend monies or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Representative of the Covered Bondholders may refrain from taking any action which would or might, in its opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or Liabilities which it may incur as a consequence of such action. The Representative of the Covered Bondholders

may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

29. RELIANCE ON INFORMATION

29.1 Advice

The Representative of the Covered Bondholders may act on the advice of, a certificate or opinion of, or any written information obtained from, any lawyer, accountant, banker, broker, credit or rating agency or other expert, whether obtained by the Issuer, the Covered Bond Guarantor, the Representative of the Covered Bondholders or otherwise, and shall not be liable for any loss incurred by so acting. Any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, e-mail or fax transmission and the Representative of the Covered Bondholders shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic, save in case of gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Covered Bondholders.

29.2 Certificates of Issuer and/or Covered Bond Guarantor

The Representative of the Covered Bondholders may require, and shall be at liberty to accept as sufficient evidence:

29.2.1 as to any fact or matter *prima facie* within the Issuer's or the Covered Bond Guarantor's knowledge, a certificate duly signed by a director of the Issuer or (as the case may be) the Covered Bond Guarantor;

29.2.2 that such is the case, if a certificate of a director of the Issuer or the Covered Bond Guarantor (as the case may be) states that any particular dealing, transaction, step or thing is expedient,

and the Representative of the Covered Bondholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless any of its officers in charge of the administration of these Rules shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

29.3 Resolution or direction of Covered Bondholders

The Representative of the Covered Bondholders shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect whereof minutes have been made and signed or a direction of the requisite percentage of Covered Bondholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the giving of the direction was not valid or binding upon the Covered Bondholders.

29.4 Certificates of Monte Titoli Account Holders

The Representative of the Covered Bondholders, in order to ascertain ownership of the Covered Bonds, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with Regulation 22 February 2008, which certificates are to be conclusive proof of the matters certified therein.

29.5 Clearing Systems or Registrar

The Representative of the Covered Bondholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system or Registrar, as the case may be, as the Representative of the Covered Bondholders considers appropriate, or any form of record made by any clearing system or Registrar, as the case may be, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Covered Bonds.

29.6 Certificates of parties to Transaction Documents

The Representative of the Covered Bondholders shall have the right to call for or require the Issuer or the Covered Bond Guarantor to call for and to rely on written certificates issued by any party (other than the Issuer or the Covered Bond Guarantor) to the Intercreditor Agreement or any other Transaction Document:

29.6.1 in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Transaction Document;

29.6.2 as any matter or fact prima facie within the knowledge of such party; or

29.6.3 as to such party's opinion with respect to any issue,

and the Representative of the Covered Bondholders shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any Liabilities incurred as a result of having failed to do so unless any of its officers has actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

29.7 Rating Agency

The Representative of the Covered Bondholder shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules that such exercise will not be materially prejudicial to the interests of the holders of Covered Bonds of any Series or of all Series for the time being outstanding if the Rating Agency has confirmed that the then current rating of the Covered Bonds of any such Series or all such Series (as the case may be) would not be adversely affected by such exercise, or has otherwise given its consent or has confirmed that it has no further comments with regard to the proposed action. If the Representative of the Covered Bondholders, in order properly to exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agency as to how a specific act would affect any outstanding rating of the Covered Bonds, the Representative of the Covered Bondholders may inform the Issuer, which will then obtain such views at its expense on behalf of the Representative of the Covered Bondholders or the Representative of the Covered Bondholders may seek and obtain such views itself at the cost of the Issuer.

29.8 Auditors

The Representative of the Covered Bondholders shall not be responsible for reviewing or investigating any auditors' report or certificate and may rely on the contents of any such report or certificate.

30. AMENDMENTS AND MODIFICATIONS

30.1 The Representative of the Covered Bondholders may from time to time and without the consent or sanction of the Covered Bondholders concur with the Issuer and/or the Covered Bond Guarantor and any other relevant parties in making any modification (and for this purpose the Representative of the Covered Bondholders may disregard whether any such modification relates to a Series Reserved Matter (as defined under Article 7 (*Quorum*))) as follows:

30.1.1 to these Rules, the Conditions and/or the other Transaction Documents which in the opinion of the Representative of the Covered Bondholders may be expedient to make provided that the Representative of the Covered Bondholders is of the opinion that such modification will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series; and

30.1.2 to these Rules, the Conditions or the other Transaction Documents which is of a formal, minor or technical nature or, which in the opinion of the Representative of the Covered Bondholders is to correct a manifest error or an error established as such to the satisfaction of the Representative of the Covered Bondholders or to comply with mandatory provisions of law.

30.2 Any such modification may be made on such terms and subject to such conditions (if any) as the Representative of the Covered Bondholders may determine, shall be binding upon the Covered

Bondholders and, unless the Representative of the Covered Bondholders otherwise agrees, shall be notified by the Issuer or the Covered Bond Guarantor (as the case may be) to the Covered Bondholders in accordance with Condition 20 (*Notices*) as soon as practicable thereafter.

30.3 In establishing whether an error is established as such, the Representative of the Covered Bondholders may have regard to any evidence on which the Representative of the Covered Bondholders considers reasonable to rely on, and may, but shall not be obliged to, have regard to all or any of the following:

30.3.1 a certificate from a Relevant Dealer, stating the intention of the parties to the relevant Transaction Document, confirming nothing has been said to, or by, investors or any other parties which is in any way inconsistent with such stated intention and stating the modification to the relevant Transaction Document that is required to reflect such intention;

30.3.2 confirmation from the Rating Agency that, after giving effect to such modification, the Covered Bonds shall continue to have the same credit ratings as those assigned to them immediately prior to the modification or that the Rating Agency has confirmed it has no further comments with regard to the proposed amendment.

30.4 The Representative of the Covered Bondholders shall be bound to concur with the Issuer and the Covered Bond Guarantor and any other party in making any of the above-mentioned modifications if it is so directed by an Extraordinary Resolution or and if it is indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

31. WAIVER

31.1 Waiver of Breach

The Representative of the Covered Bondholders may at any time and from time to time in its sole direction, without prejudice to its rights in respect of any subsequent breach, condition, event or act, but only if and in so far as in its opinion the interests of the holders of the Covered Bonds then outstanding shall not be materially prejudiced thereby:

31.1.1 authorise or waive, on such terms and subject to such conditions (if any) as it may decide, any proposed breach or breach of any of the covenants or provisions contained in the Covered Bond Guarantee or any of the obligations of or rights against the Covered Bond Guarantor under any other Transaction Documents; or

31.1.2 determine that any Event of Default or Article 74 Event shall not be treated as such for the purposes of the Transaction Documents,

without any consent or sanction of the Covered Bondholders.

31.2 Binding Nature

Any authorisation, waiver or determination referred in Article 31.1 (*Waiver of Breach*) shall be binding on the Covered Bondholders.

31.3 Restriction on powers

The Representative of the Covered Bondholders shall not exercise any powers conferred upon it by this Article 31 (*Waiver*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Covered Bonds then outstanding or of a request or direction in writing made by the holders of not less than 25 per cent in aggregate Outstanding Principal Balance of the Covered Bonds (in the case of any such determination, with the Covered Bonds of all Series taken together as a single Series as aforesaid), and at all times then only if it shall be indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing but so that no such direction or request:

31.3.1 shall affect any authorisation, waiver or determination previously given or made or

31.3.2 all authorise or waive any such proposed breach or breach relating to a Series Reserved Matter (as defined under Article 7 (*Quorum*)) unless holders of Covered Bonds of each Series has, by Extraordinary Resolution, so authorised its exercise.

31.4 Notice of waiver

Unless the Representative of the Covered Bondholders agrees otherwise, the Issuer shall cause any such authorisation, waiver or determination to be notified to the Covered Bondholders and the Secured Creditors, as soon as practicable after it has been given or made in accordance with Condition 20 (*Notices*).

32. INDEMNITY

Pursuant to the Dealer Agreement, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Covered Bondholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands duly documented and properly incurred by or made against the Representative of the Covered Bondholders, including but not limited to legal expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Covered Bondholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Covered Bondholders pursuant to the Transaction Documents against the Issuer, or any other person to enforce any obligation under these Rules, the Covered Bonds or the Transaction Documents.

33. LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Covered Bondholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Covered Bonds or the Rules except in relation to its own fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*).

TITLE IV

THE ORGANISATION OF THE COVERED BONDHOLDERS AFTER SERVICE OF A COVERED BOND GUARANTOR ACCELERATION NOTICE

34. POWERS TO ACT ON BEHALF OF THE COVERED BOND GUARANTOR

It is hereby acknowledged that, upon service of a Covered Bond Guarantor Acceleration Notice or, prior to service of a Covered Bond Guarantor Acceleration Notice, following the failure of the Covered Bond Guarantor to exercise any right to which it is entitled, pursuant to the Intercreditor Agreement the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, shall be entitled (also in the interests of the Secured Creditors) pursuant to Articles 1411 and 1723 of the Italian Civil Code, to exercise certain rights in relation to the Portfolio. Therefore, the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, will be authorised, pursuant to the terms of the Intercreditor Agreement, to exercise, in the name and on behalf of the Covered Bond Guarantor and as *mandatario in rem propriam* of the Covered Bond Guarantor, any and all of the Covered Bond Guarantor's Rights under certain Transaction Documents, including the right to give directions and instructions to the relevant parties to the relevant Transaction Documents.

TITLE V

GOVERNING LAW AND JURISDICTION

35. GOVERNING LAW

These Rules, and any non-contractual obligations arising out of or in connection with these Rules, are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

36. JURISDICTION

The Courts of Milan will have exclusive jurisdiction to law and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with these Rules.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which, subject to any necessary amendments, will be completed for each Tranche of Covered Bonds (other than Registered Covered Bonds) issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.

Final Terms dated [●]

Intesa Sanpaolo S.p.A.

Issue of [Aggregate Nominal Amount of Tranche] [Description] Covered Bonds due [Maturity]

Guaranteed by

ISP CB Ipotecario S.r.l.

under the €20,000,000,000 Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the prospectus dated [●] [2010/2011] [and the supplement[s] to the prospectus dated [●]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) which includes the amendments made by Directive 2010/73/EU (the **2010 Amending Directive**), to the extent such amendments have been implemented in a relevant Member State. This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive. These Final Terms, published on [●], contain the final terms of the Covered Bonds and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer, the Covered Bond Guarantor and the offer of the Covered Bonds described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [, including the supplement[s]] [is/are] available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

- | | | | |
|----|------|-----------------------------------|---|
| 1. | (i) | Issuer: | Intesa Sanpaolo S.p.A. |
| | (ii) | Covered Bond Guarantor: | ISP CB Ipotecario S.r.l. |
| 2. | (i) | Series Number: | [●] |
| | (ii) | Tranche Number: | [●] |
| | | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Covered Bonds become fungible).</i> |
| 3. | | Specified Currency or Currencies: | [●] |
| 4. | | Aggregate Nominal Amount: | [●] |
| | (i) | Series: | [●] |
| | (ii) | Tranche: | [●] |
| 5. | | Issue Price: | [●] per cent. of the aggregate nominal amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)] |

6. (i) Specified Denominations: [•] [plus integral multiples of [•] in addition to the said sum of [•]] (*Include the wording in square brackets where the Specified Denomination is €100,000 or equivalent plus multiples of a lower principal amount.*)
- (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [*Specify/Issue Date/Not Applicable*]
8. Maturity Date: [*Specify date or (for Floating Rate Covered Bonds) CB Payment Date falling in or nearest to the relevant month and year.*]
9. Extended Maturity Date of Guaranteed Amounts corresponding to Final Redemption Amount under the Covered Bond Guarantee: [*Not applicable / Specify date or (for Floating Rate Covered Bonds) CB Payment Date falling in or nearest to the relevant month and year*]
10. Interest Basis: [[•] per cent. Fixed Rate]
 [[*Specify reference rate*] +/- [*Margin*] per cent. Floating Rate]
 [Zero Coupon]
 [Index-Linked or Other Variable-Linked Interest]
 [Other (*Specify*)]
 (further particulars specified below)
11. Redemption/Payment Basis: [Redemption at par]
 [Index-Linked or Other Variable-Linked Redemption]
 [Dual Currency]
 [Partly-Paid]
 [Instalment]
 [Other (*Specify*)]
12. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Covered Bonds into another interest or redemption/ payment basis*]
13. Put/Call Options: [Not Applicable]
 [Investor Put]
 [Issuer Call]
 [(further particulars specified below)]
14. [Date [Board] approval for issuance of Covered Bonds [and Covered Bond Guarantee] [respectively]] obtained: [•] [and [•], respectively]
 (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds or related Covered Bond Guarantee*)
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate(s) of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrears]
- (ii) CB Payment Date(s): [•] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•] per Calculation Amount, payable on the CB Payment Date falling [in/on] [•]
- (v) Day Count Fraction: [30/360/
Actual/Actual (ICMA)/
Other]
- (vi) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: [Not Applicable/*give details*]
17. Floating Rate Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) CB Interest Period(s): [•]
- (ii) Specified Period: [•]
(Specified Period and CB Payment Dates are alternatives. A Specified Period, rather than CB Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")
- (iii) CB Payment Dates: [•]
(Specified Period and Specified CB Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")
- (iv) First CB Payment Date: [•]
- (v) Business Day Convention: [Floating Rate Convention/
Following Business Day Convention/Modified
Following Business Day Convention/Preceding
Business Day Convention/Other (*give details*)]
- (vi) Additional Business Centre(s): [Not Applicable/*give details*]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/
ISDA Determination/
Other (*give details*)]

- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Paying Agent): *[[Name] shall be the Calculation Agent (no need to specify if the Fiscal Agent is to perform this function)]*
- (ix) Screen Rate Determination:
- Reference Rate: *[For example, LIBOR or EURIBOR]*
 - Interest Determination Date(s): *[•]*
 - Relevant Screen Page: *[For example, Reuters LIBOR 01/ EURIBOR 01]*
 - Relevant Time: *[For example, 11.00 a.m. London time/Brussels time]*
 - Relevant Financial Centre: *[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]*
- (x) ISDA Determination:
- Floating Rate Option: *[•]*
 - Designated Maturity: *[•]*
 - Reset Date: *[•]*
- (xi) Margin(s): *[+/-][•] per cent. per annum*
- (xii) Minimum Rate of Interest: *[•] per cent. per annum*
- (xiii) Maximum Rate of Interest: *[•] per cent. per annum*
- (xiv) Day Count Fraction: *[Actual/Actual (ICMA)/ Actual/Actual (ISDA)/ Actual/365 (Fixed)/ Actual/360/ 30/360/ 30E/360/ Eurobond Basis/ 30E/360 (ISDA)]*
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds, if different from those set out in the Conditions: *[•]*
18. Zero Coupon Provisions *[Applicable/Not Applicable]*
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation/Accrual] Yield: *[•] per cent. per annum*
 - (ii) Reference Price: *[•]*
 - (iii) Any other formula/basis of determining amount payable: *[Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition 10(h) (Early redemption of Zero Coupon Covered Bonds)]*

19. Index-Linked or Other Variable-Linked Interest Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/other variable: [Give or annex details]
- (ii) Party responsible for calculating the interest due (if not the Paying Agent): [•]
- (iii) Provisions for determining interest where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Interest Determination Date(s): [•]
- (v) Provisions for determining interest where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vi) Interest or calculation period(s): [•]
- (vii) Specified Period: [•]
- (Specified Period and CB Payment Dates are alternatives. A Specified Period, rather than CB Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- (viii) CB Payment Dates: [•]
- (Specified Period and Specified [•] Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*
- (ix) Business Day Convention: [Floating Rate Convention/
Following Business Day Convention/
Modified Following Business Day Convention/
Preceding Business Day Convention/
Other (give details)]
- (x) Additional Business Centre(s): [•]
- (xi) Minimum Rate/Amount of Interest: [•] per cent. per annum
- (xii) Maximum Rate/Amount of Interest: [•] per cent. per annum
- (xiii) Day Count Fraction: [•]
20. Dual Currency Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]

- (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Paying Agent): [•]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [•]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [•]

PROVISIONS RELATING TO REDEMPTION

- 21. Call Option [Applicable/Not Applicable]
 - (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
 - (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount(s) of Covered Bonds and method, if any, of calculation of such amount(s): [•] per Calculation Amount
 - (iii) If redeemable in part:
 - Minimum Redemption Amount: [•] per Calculation Amount
 - Maximum Redemption Amount [•] per Calculation Amount
 - (iv) Notice period: [•]
- 22. Put Option [Applicable/Not Applicable]
 - (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
 - (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount(s) of each Covered Bonds and method, if any, of calculation of such amount(s): [•] per Calculation Amount
 - (iii) Notice period: [•]
- 23. Final Redemption Amount of Covered Bonds [•] per Calculation Amount
 - (i) In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
 - (ii) Index/Formula/variable: [give or annex details]
 - (iii) Party responsible for calculating the Final Redemption Amount (if not the Paying Agent): [•] [address]
 - (iv) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]

- (v) Date for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable: [•]
- (vi) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vii) Minimum Final Redemption Amount: [•] per Calculation Amount
- (viii) Maximum Final Redemption Amount: [•] per Calculation Amount

24. Early Redemption Amount [Not Applicable]

Early redemption amount(s) per Calculation Amount payable on redemption for taxation reasons or on acceleration following a Covered Bond Guarantor Event of Default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): *[If both the Early Redemption Amount and the Early Termination Amount are the principal amount of the Covered Bonds/specify the Early Redemption Amount and/or the Early Termination Amount if different from the principal amount of the Covered Bonds]*

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

25. Additional Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details]

[Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub paragraphs 15(ii), 17(vi) and 19(x) relate]

26. Details relating to Covered Bonds for which principal is repayable in instalments: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]

27. Details relating to Covered Bonds issued on a partly paid basis: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Covered Bonds and interest due on late payment: [Not Applicable/give details]

28. Details relating to Covered Bonds which are amortising and for which principal is repayable in instalments: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]

29. Redenomination provisions: [Redenomination [not] applicable *(If Redenomination is applicable, specify the terms of the redenomination in an annex to the Final Terms)*]

Other final terms:

[Not Applicable/give details]

(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

30. (i) If syndicated, names of Managers: [Not Applicable/give names]
(ii) Stabilising Manager(s) (if any): [Not Applicable/give name]
(iii) If non-syndicated, name of Dealer: [Not Applicable/give name]
(iv) U.S. Selling Restrictions: [Reg. S Compliance Category]
(v) Additional selling restrictions: [Not Applicable/give details]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on [the regulated market of the Luxembourg Stock Exchange/*specify other regulated market*] of the Covered Bonds described herein] pursuant to the € 20,000,000,000 Covered Bond Programme of Intesa Sanpaolo S.p.A..

RESPONSIBILITY

The Issuer and the Covered Bond Guarantor accept responsibility for the information contained in these Final Terms. [*Relevant third party information*] has been extracted from (*specify source*). Each of the Issuer and the Covered Bond Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Intesa Sanpaolo S.p.A.

By: _____
Duly authorised

Signed on behalf of ISP CB Ipotecario S.r.l.

By: _____
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing [Luxembourg/(*specify other*)/None]
- (ii) Admission to trading [Application [is expected to be/has been] made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange/*specify other regulated market*] with effect from [•].] [Not Applicable.]
- (Where documenting a fungible issue, need to indicate that original Covered Bonds are already admitted to trading.)*

2. RATING

- Rating: The Covered Bonds to be issued [[have been]/[are expected]] to be rated:
- [Moody's: [•]]
- [[Other]: []]
- (Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.)*
- (The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

EITHER

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").[As such [*Insert legal name of particular credit rating agency entity providing rating*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]

OR

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the European Securities and

Markets Authority.

OR

[Insert legal name of particular credit rating agency entity providing rating] is established in the European Union and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

OR

[[Insert credit rating agency] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009.]

OR

[Insert legal name of particular credit rating agency entity providing rating] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, but the rating it has given to the Covered Bonds [has been]/[is expected to be] endorsed by *[insert legal name of credit rating agency]*, in accordance with the same regulation which is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

OR

[Insert legal name of particular credit rating agency entity providing rating] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, but is certified under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

OR

[[Insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009. However, the application for registration under Regulation (EC) No. 1060/2009 of *[insert the name of the relevant EU CRA affiliate that applied for registration]*, which is established in the European Union, disclosed the intention to endorse credit ratings of *[insert credit rating agency]*.

OR

[Insert legal name of particular credit rating

agency entity providing rating] is not established in the European Union, has not applied for registration under Regulation (EC) 1060/2009 and is not certified under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Covered Bonds is not endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the Regulation (EC) No 1060/2009 ("**CRA Regulation**") unless the rating is provided by a credit rating agency operating in the European Union before 7th June, 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer."

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) [Reasons for the offer] [•]

(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

(ii) [Estimated net proceeds:] [•]

(iii) [Expenses related to the admission to trading:] [•]

(iv) [Estimated total expenses:] [•]

[Include breakdown of expenses]

(If the Covered Bonds are derivative securities to which Annex XII of Regulation (EC) No 809/2004 applies it is only necessary to include disclosure of net proceeds, expenses related to the admission to trading and total expenses at (ii), (iii) and (iv) above where disclosure is included at (i) above.)

5. [Fixed Rate Covered Bonds only – YIELD

Indication of yield:

[•]

Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Rate Covered Bonds only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. [Index-Linked or Other Variable-Linked Covered Bonds only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

(Need to include:

- (i) details of the exercise price or the final reference price of the underlying;
- (ii) details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident;
- (iii) description of any market disruption or settlement disruption events that affect the underlying;
- (iv) adjustment rules in relation to events concerning the underlying;
- (v) where the underlying is a security, the name of the issuer of the security and its ISIN or other such security identification code;
- (vi) where the underlying is an index, the name of the index and a description if composed by the Issuer and, if the index is not composed by the Issuer, details of where the information about the index can be obtained;
- (vii) where the underlying is not an index, equivalent information;
- (viii) where the underlying is an interest rate, a description of the interest rate;
- (ix) where the underlying is a basket of underlying, disclosure of the relevant weightings of each underlying in the basket; and
- (x) any other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Regulation (EC) No 809/2004.)

(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].]

8. [Dual Currency Covered Bonds only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

(Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained.)

(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to

the Base Prospectus under Article 16 of the Prospectus Directive.])

9. OPERATIONAL INFORMATION

ISIN Code: [•]

WKN Code / Number: [•]

Common Code: [•]

Any Relevant Clearing System(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and Specified Offices of additional Paying Agent(s) (if any): [•]

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No][Not Applicable]

[Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Covered Bonds will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

MAIN FEATURES OF REGISTERED COVERED BONDS (*GEDECKTE NAMENSSCHULDVERSCHREIBUNGEN*)

Under the Programme the Issuer may issue Registered Covered Bonds (*Gedekte Namensschuldverschreibungen*), each issued with a minimum denomination indicated in the applicable Registered Covered Bond Conditions. The Registered Covered Bonds will not be listed and/or admitted to trading on any market and will not be settled through a clearing system.

The Registered Covered Bonds will be governed by the laws of the Federal Republic of Germany or by whatever law chosen by the Issuer (to be supplemented with the specific provisions required under German law in order for the Registered Covered Bonds to be a German law registered note (*Gedekte Namensschuldverschreibung*)) provided that, in any case, certain provisions, including those applicable to the Issuer and the Portfolio and those applicable to the status, limited recourse and the guarantee of the Registered Covered Bonds, shall be confirmed to be governed by Italian law.

The Registered Covered Bonds will be direct, unconditional, unsubordinated and unsecured obligations of the Issuer, guaranteed by the Guarantor pursuant to the terms of the Covered Bond Guarantee. The Registered Covered Bonds will rank *pari passu* and without any preference among themselves and, save for any applicable statutory provisions, at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

In accordance with the Law 130, MEF Decree and the BoI OBG Regulations, the terms and conditions of each Series of Registered Covered Bonds together with the Transaction Documents, the Registered Covered Bondholders will have (i) recourse to the Issuer and (ii) limited recourse to the Guarantor limited to the Available Funds.

The Registered Covered Bonds shall be governed by a set of legal documentation in the form from time to time agreed with the relevant Dealer and will not be governed by the Conditions of the Covered Bonds set out in this Base Prospectus. Such legal documentation will include the relevant Registered Covered Bond certificate, the Registered Covered Bond Conditions, the Registered Covered Bond assignment agreement, any other ancillary documents and/or agreements. Notwithstanding the foregoing, the Issuer will be entitled to enter into a different or additional set of documentation as agreed with the relevant Dealer in relation to a specific issue of Registered Covered Bonds.

The full terms and conditions applicable to each Series of Registered Covered Bonds will be the relevant Registered Covered Bond Certificate, the Registered Covered Bond Conditions attached thereto and any other related agreements.

In connection with each Registered Covered Bond, each reference in the Base Prospectus to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified, stated, shown, indicated or otherwise provided in the Registered Covered Bond Certificate, the Registered Covered Bond Conditions attached thereto or any other document expressed to govern such Registered Covered Bond and, as applicable, each other reference to Final Terms in the Base Prospectus shall be construed and read as a reference to such Registered Covered Bond, the Registered Covered Bond Conditions attached thereto or any other document expressed to govern such of Registered Covered Bond.

A transfer of Registered Covered Bonds is deemed to be not effective until the transferee has delivered to the Registrar a duly executed copy of the Registered Covered Bond certificate relating to such Registered Covered Bond along with a duly executed Registered Covered Bond assignment agreement. A transfer can only occur for the minimum denomination indicated in the applicable Registered Covered Bond Conditions or multiples thereof.

In connection of Registered Covered Bonds, any references in this Base Prospectus to the Conditions or a particularly numbered Condition shall be construed, where relevant and unless specified otherwise, to include the equivalent Condition in the Registered Covered Bond Conditions as supplemented by any other applicable document.

TAXATION

Republic of Italy

The following is an overview of current Italian law and practice relating to the taxation of the Covered Bonds. The statements herein regarding taxation are based on the laws in force in Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis.

The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Covered Bonds and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Covered Bonds are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Covered Bonds.

Prospective purchasers of the Covered Bonds are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Covered Bonds.

Legislative Decree No. 239 of 1 April 1996 (Decree 239), as subsequently amended, provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes issued, *inter alia*, by Italian banks, falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), provided that the notes are issued for an original duration of not less than 18 months. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

Italian resident Covered Bondholders

Where an Italian resident Covered Bondholder is (a) an individual not engaged in an entrepreneurial activity to which the Covered Bonds are connected (unless the individual has opted for the application of the "*risparmio gestito*" regimes – see "*Capital Gains Tax*" below), (b) a non-commercial partnership, (c) a non-commercial private or public institution, or (d) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to the Covered Bonds, accrued during the relevant holding period, are subject to a withholdings tax, referred to as *imposta sostitutiva*, levied at the rate of 12.5 per cent (20 per cent for interest, premium and other income accrued as of or following 1 January 2012). In case the Covered Bondholders described under (a) or (c) above are engaged in an entrepreneurial activity to which the Covered Bonds are connected, the *imposta sostitutiva* applies as a provisional tax.

Where an Italian resident Covered Bondholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Covered Bonds are effectively connected and the Covered Bonds are deposited with an authorised intermediary, interest, premium and other income from the Covered Bonds will not be subject to *imposta sostitutiva*, but must be included in the relevant Covered Bondholder's annual income tax return and are therefore subject to general Italian corporate taxation (IRES, levied at the rate of 27.5 per cent) and, in certain circumstances, subject to the "*status*" of the Covered Bondholder, also to regional tax productive activities (IRAP, generally levied at the rate of 3.9 per cent, even though regional surcharges may apply).

Law Decree No. 138 of 13 August 2011 (**Decree 138**), converted into law with amendments by Law No. 148 of 14 September 2011, provides that zero coupon bonds with a residual maturity over 12 months and bonds paying the first coupon not before 1 year after 31 December, 2011 are deemed to be transferred at the date of 31 December, 2011 for the purposes of debiting the noteholders with the substitute tax of 12.5 per cent. and crediting with a 20 per cent. on interest accrued up to such date, to ensure that the substitute tax is applied at the right rate.

If an investor is resident in Italy and is an open-ended or a closed-ended investment fund or a SICAV and the Covered Bonds are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Covered Bonds will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund or SICAV accrued at the end of each tax period. The Fund or SICAV will not be subject to taxation on such result, but a substitutive tax will apply, in certain circumstances, to

distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Substitutive Tax**").

Where an Italian resident Covered Bondholder is a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Covered Bonds are deposited with an authorised intermediary, interest, premium and other income relating to the Covered Bonds and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 11 per cent substitute tax.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, *Società di intermediazione mobiliare* ("SIMs"), fiduciary companies, *Società di gestione del risparmio* ("SGRs"), stockbrokers and other entities identified by a Decree of the Ministry of Economy and Finance (each an Intermediary) as subsequently amended and integrated. An Intermediary to be entitled to apply the *imposta sostitutiva*, it must (i) be (a) resident in Italy or (b) resident outside Italy, with a permanent establishment in Italy or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of notes and directly connected with the Department of Revenue of the Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239; and (ii) intervene, in any way, in the collection of interest or in the transfer of the Covered Bonds. For the purpose of the application of the *imposta sostitutiva*, a transfer of Covered Bonds includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Covered Bonds or in a change of the Intermediary with which the Covered Bonds are deposited.

Where the Covered Bonds are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Covered Bondholder.

Non-Italian resident Covered Bondholders

Where the Covered Bondholder is a non-Italian resident, without a permanent establishment in Italy to which the Covered Bonds are effectively connected, an exemptive regime applies to interest, premium or other income relating to the Covered Bonds provided that the non-Italian resident beneficial owner is either (a) resident, for fiscal purposes, in a country which allows for a satisfactory exchange of information with Italy; or (b) an institutional investor which is resident in a country which allows for a satisfactory exchange of information with Italy, even if it does not possess the status of a taxpayer in its own country of residence; or, independently by the relevant country of tax residence, (c) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (d) the Central Bank or an entity which manages the official reserves of a foreign State.

Please note that, according to the Law No. 244 of 24 December 2007 (Budget Law 2008), a Decree still to be issued will introduce a new "white list" replacing the current "black list" system, so as to identify those countries which allow for a satisfactory exchange of information.

The *imposta sostitutiva* will be applicable at the rate of 12.5 per cent (20 per cent for interest, premium and other income accrued as of or following 1 January 2012) (or at the reduced rate provided for by the applicable double tax treaty, if any) to interest, premium and other income accrued during the holding period when the Covered Bondholders are resident, for fiscal purposes, in countries which do not allow for a satisfactory exchange of information with Italy.

In order to ensure gross payment, non-resident investors must be the beneficial owners of payments of interest, premium or other income and (a) deposit, directly or indirectly, the Covered Bonds, the Receipts or the coupons with a bank or a SIM or a permanent establishment in Italy of a non-resident bank or SIM or with a non-resident operator of a clearing system having appointed as its agent in Italy for the purposes of Decree 239 a resident bank or SIM or a permanent establishment in Italy or a non-resident bank or SIM which are in contact via computer with the Ministry of Economy and Finance and (b) file with the relevant depository, prior to or concurrently with the deposit of the Covered Bonds, a statement of the relevant Covered Bondholder, to be provided only once, until revoked or withdrawn, in which the Covered Bondholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy or in the case of foreign Central Banks or entities which manage the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree 12 December 2001.

Decree 138 provides that zero coupon bonds with a residual maturity over 12 months and bonds paying the first coupon not before 1 year after 31 December, 2011 are deemed to be transferred at the date of 31 December, 2011 for the purposes of debiting the noteholders with the substitute tax of 12.5 per cent. and crediting with a 20 per cent. on interest accrued up to such date, to ensure that the substitute tax is applied at the right rate.

Payments made by an Italian resident guarantor

With respect to payments on the Covered Bonds made to certain Italian resident Covered Bondholders by an Italian resident guarantor, in accordance with one interpretation of Italian tax law, any payment of liabilities equal to interest and other proceeds from the Covered Bonds may be subject to an advance withholding tax at a rate of 12.5 per cent (20 per cent for interest, premium and other proceeds payable as of or following 1 January 2012) pursuant to Presidential Decree No.600 of 29 September, 1973, as subsequently amended. In case of payments to non-Italian resident Covered Bondholders, a final withholding tax may be applied at (a) 12.5 per cent (20 per cent for interest, premium and other proceeds payable as of or following 1 January 2012) if the payment is made to non-Italian resident Covered Bondholders other than those mentioned under (b); or (b) 27 per cent (20 per cent for interest, premium and other proceeds payable as of or following 1 January 2012) if the payment is made to non-Italian resident Covered Bondholders which are resident in States or territories having a preferential tax regime pursuant to Italian tax law. Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax. In accordance with another interpretation, any such payment made by the Italian resident guarantor will be treated, in certain circumstances, as a payment by the relevant Issuer and will thus be subject to the tax regime described in the previous paragraphs of this section.

Early Redemption

Without prejudice to the above provisions, in the event that Covered Bonds having an original maturity of at least 18 months are redeemed, in full or in part, prior to 18 months from their issue date or, at certain conditions, if repurchased by the Issuer within this period (Resolution No. 11 of 31 January 2011 of Italian Revenue Agency (*Agenzia delle Entrate*)) the Issuer will be required to pay a tax equal to 20 per cent of the interest and other amounts accrued up to the time of the early redemption. Such payment will be made by the Issuer and will not affect the amounts to be received by the Covered Bondholder by way of interest or other amounts, if any, under the Covered Bonds.

The 20 per cent. surcharge applicable in the case previously described will not longer apply as of 1 January 2012.

Covered Bonds with a duration of less than 18 months

Interest payments relating to Covered Bonds issued with a duration of less than 18 months are subject to a withholding tax, levied at the rate of 27 per cent (20 per cent for interest, premium and other income accrued as of or following 1 January 2012). Where the Covered Bondholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Covered Bonds are connected, (b) an Italian company or a similar Italian commercial entity, (c) a permanent establishment in Italy of a foreign entity, (d) an Italian commercial partnership, or (e) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax; in all other cases, the withholding tax is a final withholding tax. In relation to Covered Bonds issued for an original maturity of less than 18 months held by (i) Italian pension funds; (ii) Italian Funds and (iii) SICAVs the interest and other income accrued as of or following 1 January 2012 will no longer be subject to *imposta sostitutiva*

Atypical Securities

Interest payments relating to Covered Bonds that are not deemed to be bonds (*obbligazioni*), debentures similar to bonds (*titoli similari alle obbligazioni*), shares or securities similar to shares pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986 may be subject to a withholding tax, levied at the rate of 27 per cent (20 per cent for proceeds payable as of or following 1 January 2012). For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

Where the Covered Bondholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Covered Bonds are connected, (b) an Italian company or a similar Italian commercial entity, (c) a permanent establishment in Italy of a foreign entity, (d) an Italian commercial partnership or (e) an Italian

commercial private or public institution, such withholding tax is a provisional withholding tax. In all other cases the withholding tax is a final withholding tax.

Capital gains tax

Any gain obtained from the sale, early redemption or redemption of the Covered Bonds would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Covered Bondholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Covered Bonds are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Covered Bonds are connected.

Where an Italian resident Covered Bondholder is an individual not holding the Covered Bonds in connection with an entrepreneurial activity and certain other persons, any capital gain realised by such Covered Bondholder from the sale early redemption or redemption of the Covered Bonds would be subject to an *imposta sostitutiva*, levied at the current rate of 12.5 per cent. (20 per cent. for capital gains realised as of or following 1 January 2012) Under some conditions and limitations, Covered Bondholders may set off losses with gains. This rule applies also to certain other entities holding the Covered Bonds.

In respect of the application of the *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below:

- 1) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity to which the Covered Bonds are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any offsettable capital loss, realised by the Italian resident individual Covered Bondholder holding the Covered Bonds not in connection with an entrepreneurial activity pursuant to all sales, early redemption or redemptions of the Covered Bonds carried out during any given tax year. Italian resident individuals holding the Covered Bonds not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta Sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Capital losses realised before 1 January 2012 may be carried forward to be offset against subsequent capital gains of the same nature for an overall amount of 62.5 per cent. of the relevant capital losses.
- 2) As an alternative to the tax declaration regime, Italian resident individual Covered Bondholders holding the Covered Bonds not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale, early redemption or redemption of the Covered Bonds (the *risparmio amministrato* regime provided for by Article 6 of the Legislative Decree No. 461 of 21 November 1997, as a subsequently amended, the "Decree No. 461"). Such separate taxation of capital gains is allowed subject to (a) the Covered Bonds being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (b) an express and valid election for the *risparmio amministrato* regime being punctually made in writing by the relevant Covered Bondholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale, early redemption or redemption of the Covered Bonds (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Covered Bondholder or using funds provided by the Covered Bondholder for this purpose. Under the *risparmio amministrato* regime, where a sale, early redemption or redemption of the Covered Bonds results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Covered Bondholder is not required to declare the capital gains in the annual tax return. Capital losses realised before 1 January 2012 may be carried forward to be offset against subsequent capital gains of the same nature for an overall amount of 62.5 per cent. of the relevant capital losses.
- 3) Any capital gains realised or accrued by Italian resident individuals holding the Covered Bonds not in connection with entrepreneurial activity who have entrusted the management of their financial

assets, including the Covered Bonds, to an authorised intermediary and have validly opted for the so-called *risparmio gestito* regime (regime provided by Article 7 of Decree No. 461) will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent (20 per cent for increase in value accrued as of or following 1 January 2012) substitute tax, to be paid by the managing authorised intermediary. Under this *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Covered Bondholder is not required to declare the capital gains realised in the annual tax return. Depreciation of the management assets accrued 1 January 2012 may be carried forward to be offset against subsequent increase of value for an overall amount of 62.5 per cent. of the relevant depreciation.

Any capital gains realised by a Covered Bondholder who is an Italian open ended or a closed-ended investment fund or a SICAV will be included in the result of the relevant portfolio accrued at the end of the tax period. Such result will not be taxed with the Fund or SICAV, but subsequent distributions in favour of unitholders or shareholders may be subject to the Collective Investment Fund Substitute Tax.

Capital gains realised by non-Italian-resident Covered Bondholders from the sale, early redemption or redemption of Covered Bonds issued by an Italian resident Issuer are not subject to Italian taxation, provided that the Covered Bonds are transferred on regulated markets.

Capital gains realised by non-Italian resident Covered Bondholders from the sale, early redemption or redemption of Covered Bonds not transferred on regulated markets are not subject to the *imposta sostitutiva*, provided that the effective beneficiary: (a) is resident in a country which allows for a satisfactory exchange of information with Italy; or (b) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (c) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) is an institutional investor which is resident in a country which allows for a satisfactory exchange of information with Italy, even if it does not possess the status of a taxpayer in its own country of residence.

Please note that, according to the Budget Law 2008, a Decree still to be issued will introduce a new "white list" replacing the current "black list" system, so as to identify those countries which (a) allow for a satisfactory exchange of information and (b) do not have a more favourable tax regime.

If none of the conditions above are met, capital gains realised by non-Italian resident Covered Bondholders from the sale or redemption of Covered Bonds issued by an Italian resident Issuer are subject to the *imposta sostitutiva* at the current rate of 12.5 per cent (20 per cent for capital gains realised as of or following 1 January 2012)

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Covered Bonds are connected, that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale, early redemption or redemption of Covered Bonds are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale, early redemption or redemption of Covered Bonds.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006 (Decree No. 262), converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent on the value of the inheritance or the gift exceeding EUR 1,000,000;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent inheritance and gift tax on the value of the inheritance or the gift exceeding EUR 100,000; and
- (c) any other transfer is subject to an inheritance and gift tax applied at a rate of 8 per cent on the entire value of the inheritance or the gift.

Transfer tax

Article 37 of Law Decree No 248 of 31 December 2007, converted into Law No. 31 of 28 February 2008, published on the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) No. 51 of 29 February 2008, has abolished the Italian transfer tax, provided for by Royal Decree No. 3278 of 30 December 1923, as amended and supplemented by the Legislative Decree No. 435 of 21 November 1997.

Following the repeal of the Italian transfer tax, as from 31 December 2007 contracts relating to the transfer of securities are subject to the registration tax as follows: (a) public deeds and notarized deeds are subject to fixed registration tax at rate of EUR 168; (b) private deeds are subject to registration tax only in case of use or voluntary registration.

EU Savings Directive

Under EC Council Directive 2003/48/EC (the **EU Savings Directive**) on the taxation of savings income, Member States, are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Implementation in Italy of the EU Savings Directive

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (**Decree 84**). Under Decree 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian Tax Authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

Luxembourg Taxation

The following is a general description of certain Luxembourg tax considerations relating to the Covered Bonds. It does not purport to be a complete analysis of all tax considerations relating to the Covered Bonds, whether in Luxembourg or elsewhere. Prospective purchasers of the Covered Bonds should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Covered Bonds and receiving payments of interest, principal and/or other amounts under the Covered Bonds and the consequences of such actions under the tax laws of Luxembourg. This overview is based upon the law as in effect on the date of this Base Prospectus.

Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Covered Bonds can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however:

(i) with respect to Luxembourg non-resident investors, to the application of the Luxembourg laws of 21st June 2005 implementing the EU Savings Directive (Council Directive 2003/48/EC) and several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax (35% from 1 July 2011) on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities") in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "EU Savings Directive" below) or agreements; (ii) with respect to Luxembourg resident investors, to the application as regards Luxembourg resident individuals of the Luxembourg law of 23rd December 2005 which has

introduced a 10% final withholding tax (which is final when Luxembourg resident individuals are acting in the context of the management their private wealth) on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg laws of 21th June 2005, as amended, implementing the EU Savings Directive (Council Directive 2003/48/EC)). This law should apply to savings income accrued as from 1 July 2005 and paid as from 1 January 2006.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21st June 2005 and 23rd December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

SUBSCRIPTION AND SALE

Dealer Agreement

Covered Bonds may be sold from time to time by the Issuer to the Dealers. The arrangements under which Covered Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, the Dealers are set out in the Dealer Agreement. The Dealer Agreement provides for, *inter alia*, an indemnity to the Dealer against certain liabilities in connection with the offer and sale of the Covered Bonds. The Dealer Agreement also provides for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other dealers either generally in respect of the Programme or in relation to a particular Series. The Dealer Agreement contains, *inter alia*, stabilising provisions.

Subscription Agreements

Any Subscription Agreement between the Issuer and the Dealer and/or any additional or other dealers, from time to time, for the sale and purchase of Covered Bonds (each a **Relevant Dealer**) will, *inter alia*, provide for the price at which the relevant Covered Bonds will be subscribed for by the Relevant Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase.

Each Subscription Agreement will also provide for the confirmation of the appointment of the Representative of the Covered Bondholders by the Relevant Dealer as initial holder of the Covered Bonds then being issued.

Selling restrictions

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that 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 Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Covered Bonds to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; or
- (b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Covered Bonds to the public" in relation to any Covered Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State, and the expression **2010 Amending Directive** means Directive 2010/73/EU.

United States of America

The Covered Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Security Act.

The Covered Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States of America or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, it will not offer, sell or deliver Covered Bonds, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in case of an issue of the Covered Bonds on a syndicated basis, the relevant lead manager, of all Covered Bonds of the Tranche of which such Covered Bonds are a part within the United States of America or to, or for the account or benefit of, U.S. persons and such Dealer will have sent to each Dealer to which it sells Covered Bonds during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Covered Bonds within the United States of America or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Covered Bonds comprising any Series or Tranche, any offer or sale of Covered Bonds within the United States of America by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended; the **FIEL**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

The United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Covered Bonds which have a maturity of less than one year (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Covered Bonds other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Covered Bonds would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the **FSMA**) by the Issuer;
- (b) 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 FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

France

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) Offer to the public in France:

It has only made and will only make an offer of Covered Bonds to the public (*appel public à l'épargne*) in France in the period beginning (i) when a prospectus in relation to those Covered Bonds has been approved by the *Autorité des marchés financiers (AMF)*, on the date of such publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Prospectus Directive No. 2003/71/EC, on the date of notification of such approval to the AMF, and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus, all in accordance with Articles L.412-1 and L.621-8 of the French Code *monétaire et financier* and the *Règlement général* of the AMF.

or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, Covered Bonds to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Covered Bonds and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 to D.411-3 of the French Code *monétaire et financier*.

The Republic of Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell any Covered Bonds except in conformity with the provisions of the Prospectus Directive and, where applicable, implementing measures in Ireland and the provisions of the Companies Acts 1963 to 2005 of Ireland and every other enactment that is to be read together with any of those Acts;

(b) in respect of Covered Bonds issued by Intesa Sanpaolo which are not listed on a stock exchange and which do not mature within two years its action in any jurisdiction will comply with the then applicable laws and regulations of that jurisdiction, it will not knowingly offer to sell such Covered Bonds to an Irish resident, or to persons whose usual place of abode is Ireland, and that it will not knowingly distribute or cause to be distributed in Ireland any offering material in connection with such Covered Bonds. In addition, such Covered Bonds must be cleared through Euroclear, Clearstream, Luxembourg, or Depository Trust Company (or any other clearing system recognised for this purpose by the Revenue Commissioners) and have a minimum denomination of €500,000 or its equivalent at the date of issuance;

(c) in respect of Covered Bonds issued by Intesa Sanpaolo which are not listed on a stock exchange and which mature within two years, such Covered Bonds must have a minimum denomination of €500,000 or US\$500,000 or, in the case of Covered Bond which are denominated in a currency other than euro or US dollars, the equivalent in that other currency of €500,000 (such amount to be determined by reference to the relevant rate of exchange at the date of first publication of this Programme). In addition, such Covered Bonds must be cleared through Euroclear, Clearstream, Luxembourg or Depository Trust Company (or any other clearing system recognised for this purpose by the Revenue Commissioners);

(d) it has only issued or passed on, and will only issue or pass on, any document received by it in connection with the issue of Covered Bonds to persons who are persons to whom the document may otherwise lawfully be issued or passed on; and

(e) it has complied and will comply with all applicable provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (the **2007 Regulations**) and within the terms of its authorisation thereunder and has complied with any applicable codes of conduct or practice.

Germany

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall only offer Covered Bonds in the Federal Republic of Germany in compliance with the provisions of the German Securities Prospectus Act (*Wertpapierprospektgesetz*), or any other laws applicable in the Federal Republic of Germany.

Republic of Italy

The offering of Covered Bonds has not been registered with the *Commissione nazionale per le Società e la Borsa (CONSOB)* pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that, save as set out below, it has not made and will not make an offer of any Covered Bonds to the public in the Republic of Italy, and that sales of the Covered Bonds in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations; in particular, no Covered Bonds may be offered, sold or delivered, nor copies of the Base Prospectus or of any other document relating to any Covered Bonds may be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of the Financial Law and the relevant implementing CONSOB regulations, as amended from time to time, and Article 34-ter, paragraph 1 (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Law and Regulation No. 11971.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of this Base Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Law, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and the Banking Law; and
- (ii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy.

General

Other than with respect to the admission to listing, trading and/or quotation by such one or more listing authorities, stock exchanges and/or quotation systems as may be specified in the relevant Final Terms, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Covered Bonds, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Covered Bonds or have in their possession or distribute such offering material, in all cases at their own expenses.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will comply to the best of its knowledge and belief with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefore.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in this paragraph headed "*General*".

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Series) or (in any other case) in a supplement to this Base Prospectus.

GENERAL INFORMATION

Listing, Admission to Trading and Minimum Denomination

Application has been made for the Covered Bonds (other than the Registered Covered Bonds) to be admitted to the official list and be traded on the regulated market of the Luxembourg Stock Exchange.

Covered Bonds (other than the Registered Covered Bonds) may be listed on such other stock exchange as the Issuer and the Relevant Dealer(s) may agree, as specified in the relevant Final Terms, or may be issued on an unlisted basis.

Where Covered Bonds (other than the Registered Covered Bonds) issued under the Programme are admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, such Covered Bonds will not have a denomination of less than €100,000 (or, where the Covered Bonds are issued in a currency other than euro, the equivalent amount in such other currency).

The Registered Covered Bonds Condition will specify the minimum denomination for Registered Covered Bonds, which will not be listed.

Authorisations

The establishment of the Programme was authorised by a resolution of the management board (*consiglio di gestione*) of the Issuer on 22 June 2010.

The granting of the Covered Bond Guarantee was authorised by a resolution of the board of directors of the Covered Bond Guarantor on 23 June 2010.

The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Covered Bonds.

Clearing of the Covered Bonds

The Covered Bonds (other than the Registered Covered Bonds) issued in dematerialised form will be accepted for clearance through Monte Titoli. The relevant Final Terms shall specify (i) any other clearing system as shall have accepted for clearance the relevant Covered Bonds (other than the Registered Covered Bonds) issued in dematerialised form, together with any further appropriate information or (ii) with respect to the Covered Bonds issued in any of the other forms which may be indicated in the relevant Final Terms, the indication of the agent or registrar through which payments to the holders of the Covered Bonds will be made.

The registered office of Monte Titoli S.p.A. is at Via Mantegna 6, Milan, Italy.

The Registered Covered Bonds will not be settled through a clearing system. The Registered Covered Bond Conditions will specify the agent or registrar through which payments to the Registered Covered Bonds will be performed.

Common codes and ISIN numbers

The appropriate common code and the International Securities Identification Number (ISIN) in relation to the Covered Bonds of each Series will be specified in the Final Terms relating thereto.

The Representative of the Covered Bondholders

Pursuant to the provisions of the Conditions and the Rules of the Organisation of the Covered Bondholders, there shall be at all times a Representative of the Covered Bondholders appointed to act in the interest and behalf of the Covered Bondholders. The initial Representative of the Covered Bondholders shall be KPMG Fides Servizi di Amministrazione S.p.A.. KPMG Fides Servizi di Amministrazione S.p.A. shall be appointed by the Dealers in accordance with the Dealer Agreement and the relevant Subscription Agreements.

No material litigation

Save as disclosed on pages from 88 to 92 of this Base Prospectus during the twelve months preceding the date of this Base Prospectus, there have been no governmental, legal or arbitration proceedings, nor are the Issuer or the Covered Bond Guarantor aware of any pending or threatened proceedings of such kind, which

have had or may have significant effects on the Issuer's or the Covered Bond Guarantor's financial position or profitability.

No significant change and no material adverse change

Since 31 December 2010, there has been no material adverse change in the prospects of the Issuer and the Covered Bond Guarantor. Since 30 June 2011, there has been no significant change (i) in the financial or trading position of the Issuer and (ii) in the financial position of the Covered Bond Guarantor.

Luxembourg Listing Agent

The Issuer has undertaken to maintain a listing agent in Luxembourg so long as Covered Bonds (other than the Registered Covered Bonds) are listed on the Luxembourg Stock Exchange.

Documents available for inspection

For so long as the Programme remains in effect or any Covered Bonds shall be outstanding and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the Specified Office of the Luxembourg Listing Agent, namely:

- (i) the Transaction Documents (but excluding, for avoidance of doubt, any document in respect of any Registered Covered Bonds);
- (ii) the Issuer's memorandum of association (*Atto Costitutivo*) and by-laws (*Statuto*) as of the date hereof;
- (iii) the Covered Bond Guarantor's memorandum of association and by-laws as of the date hereof;
- (iv) the Issuer's audited consolidated annual financial statements in respect of the years ending on 31 December 2009 and 31 December 2010;
- (v) the Issuer's unaudited condensed consolidated financial statements in respect of the half-year 2011 and the auditor's review report thereon;
- (vi) the Covered Bond Guarantor's audited annual financial statements in respect of the years ending on 31 December 2009 and 31 December 2010;
- (vii) the Covered Bond Guarantor's unaudited condensed financial statements in respect of the half-year 2011;
- (viii) a copy of this Base Prospectus together with any supplement thereto, if any, or further Base Prospectus;
- (ix) any reports, letters, balance sheets, valuations and statements of experts included or referred to in the Base Prospectus (other than consent letters);
- (x) any Final Terms relating to Covered Bonds which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. In the case of any Covered Bonds (other than the Registered Covered Bonds) which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Covered Bondholders.

Copies of all such documents shall also be available to Covered Bondholders at the Specified Office of the Representative of the Covered Bondholders.

After the date of issue of any Index-Linked Interest Covered Bonds, Equity-Linked Covered Bonds, Credit-Linked Covered Bonds or other variable-linked Covered Bonds, no additional information in relation to the underlying assets, index, securities, or other variable of such Covered Bonds will be provided by the Issuer.

Financial statements available

For so long as the Programme remains in effect or any Covered Bonds admitted to trading on the Regulated Market of the Luxembourg Stock Exchange shall be outstanding, copies and, where appropriate, English translations of the most recent publicly available financial statements and consolidated financial statements of the Issuer may be obtained during normal business hours at the specified office of the Luxembourg Listing Agent.

The external auditors have given, and have not withdrawn, their consent to the inclusion of their report on the accounts of the Issuer in this Base Prospectus in the form and context in which it is included.

Post-issuance information

The Issuer will not provide any post-issuance information, except if required by any applicable laws and regulations.

Publication on the Internet

This Base Prospectus, any supplement thereto and the Final Terms will be available on the internet site of the Luxembourg Stock Exchange, at www.bourse.lu.

Material Contracts

Save as disclosed in this Base Prospectus, neither the Issuer nor the Covered Bond Guarantor nor any of their respective subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may be reasonably expected to be material to their ability to meet their obligations to Covered Bondholders.

Auditors

Reconta Ernst and Young S.p.A. are the auditors both of the Issuer and the Covered Bond Guarantor and are registered at No. 2 on the Special Register (*Albo Speciale*) maintained by CONSOB and set out in Article 161 of the Financial Law and in the Register of Accountancy Auditors (*Registro dei Revisori Contabili*), in compliance with the provisions of Legislative Decree No. 88 of 27 January 1992. Reconta Ernst and Young S.p.A. is also a member of Assirevi, the Italian association of auditing firms.

Declaration of the officer responsible for preparing the Issuer's financial reports

The officer responsible for preparing the Issuer's financial reports, Ernesto Riva, declares, pursuant to paragraph 2 of Article 154-bis of the Financial Law, that the accounting information contained in this Base Prospectus corresponds to the Issuer's documentary results, books and accounting records.

GLOSSARY

The following terms and other terms used in this Base Prospectus are subject to, and in some cases are summaries of, the definitions of such terms as set out in the Transaction Documents, as they may be amended from time to time.

Account Bank has the meaning ascribed to such expression in the Conditions.

Accounts means the Receivables Collection Account, the Interest Securities Collection Account, the Principal Securities Collection Account, the Securities Account, the Investment Account, the Eligible Investments Account, the Corporate Account, the Expenses Account, the Payment Account and the Collateral Accounts.

Additional Interest Amount means:

- (a) prior to the occurrence of an Issuer Event of Default, an amount equal to the algebraic sum of:
 - (i) the amount of Interest Available Funds;
 - (ii) (-) the sum of any amount paid under items from (i) to (xi) of the Pre-Issuer Default Interest Priority of Payments;or
- (b) following to the occurrence of an Issuer Event of Default, an amount equal to the algebraic sum of:
 - (i) (+) the amount of Available Funds;
 - (ii) (-) the sum of any amount paid under items from under items (i) to (ix) of the Post-Issuer Default Priority of Payments;or
- (c) following the occurrence of a Covered Bond Guarantor Event of Default an amount equal to the algebraic sum of:
 - (i) (+) the amount of Available Funds;
 - (ii) (-) the sum of any amount paid under items from under items (i) to (viii) of the Post-Guarantor Default Priority of Payments.

Additional Seller has the meaning ascribed to such expression in the Conditions.

Adjusted Outstanding Principal Balance has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Adjusted Required Redemption Amount has the meaning ascribed to such expression in the Portfolio Administration Agreement.

Administrative Services Agreement has the meaning ascribed to such expression in the Conditions.

Administrative Services Provider has the meaning ascribed to such expression in the Conditions.

Affected Loan has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Amortisation Test Aggregate Portfolio Amount has the meaning ascribed to such expression under paragraph headed "*Amortisation Test*" under the section headed "*Credit Structure*".

Amortisation Test has the meaning ascribed to such expression under paragraph headed "*Amortisation Test*" under the section headed "*Credit Structure*".

Amortisation Test Outstanding Principal Balance has the meaning ascribed to such expression under paragraph headed "*Amortisation Test*" under the section headed "*Credit Structure*".

Annual Interest Payments has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Annual Net Interest Collections from the Eligible Portfolio has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Approved Reorganisation has the meaning ascribed to such expression in the Conditions.

Article 74 Event has the meaning given to such expression in the Conditions.

Article 74 Notice to Pay has the meaning ascribed to such expression in the Conditions.

Asset Cover Report means the report to be sent by the Calculation Agent in accordance with the Portfolio Administration Agreement.

Asset Hedging Counterparty has the meaning ascribed to such expression in the Conditions.

Asset Monitor Agreement has the meaning ascribed to such expression in the Conditions.

Asset Monitor has the meaning ascribed to such expression in the Conditions.

Asset Monitor Report Date has the meaning ascribed to such expression in the Asset Monitor Agreement.

Asset Monitor Report means the report to be sent by the Asset Monitor in accordance with the Asset Monitor Agreement.

Asset Percentage has the meaning ascribed to such expression under paragraph headed "*Tests*" under the section headed "*Credit Structure*".

Asset Swaps has the meaning ascribed to such expression in the Conditions.

Available Funds has the meaning ascribed to such expression in the Conditions.

Banking Law has the meaning ascribed to such expression in the Conditions.

Base Interest Amount means 0.50% per annum.

Base Prospectus means this base prospectus prepared in connection with the Programme, as supplemented and amended from time to time.

BoI OBG Regulations means the Supervisory Instructions of the Bank of Italy published in the *Gazzetta Ufficiale* on 4 May 2010 containing the "*disciplina delle obbligazioni bancarie garantite*", as amended and supplemented from time to time.

BoI Regulations means the supervisory instructions issued by the Bank of Italy in relation to banks or financial intermediary, as amended and supplemented from time to time.

Business Day Convention has the meaning ascribed to such expression in the Conditions.

Business Day has the meaning ascribed to such expression in the Conditions.

Calculation Agent has the meaning ascribed to such expression in the Conditions.

Calculation Date means 7 January, 7 April, 7 July and 7 October in each calendar year or, in case such date is not a Business Day, the following Business Day, provided that the first Calculation Date will be 7 January 2011.

Cash Management and Agency Agreement has the meaning ascribed to such expression in the Conditions.

Cash Manager has the meaning ascribed to such expression in the Conditions.

CB Interest Period has the meaning ascribed to such expression in the Conditions.

CB Payment Date has the meaning ascribed to such expression in the Conditions.

Clearstream has the meaning ascribed to such expression in the Conditions.

Collateral Accounts means the accounts (cash account - IBAN: IT75X0306909400100000001150 and securities account - No. 187631003731916) opened in the name of the Covered Bond Guarantor with the Account Bank and operating in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Collection Accounts means, collectively, the Receivables Collection Account, the Interest Securities Collection Account and the Principal Securities Collection Account.

Collection Date means the last calendar day of February, May, August and November of each year.

Collection Period means each period from (but excluding) a Collection Date to (and including) the following Collection Date or, in respect of the first Collection Period, the period from (and including) the Evaluation Date of the transfer of the Initial Portfolio to (and including) the next following Collection Date.

Collection Policies has the meaning ascribed to such expression in the Servicing Agreement.

Collections means all the amounts collected from time to time by the Covered Bond Guarantor in respect of the Portfolio as principal, interest and/or expenses and any payment of damages and all the Excess Proceeds.

Commercial Mortgage Loan means a Mortgage Loan referred to under Article 2, Paragraph 1 (b) of the MEF Decree.

Conditions means, in relation to the Covered Bonds of any Series, the terms and conditions of the Covered Bonds of such Series, as amended and supplemented from time to time and **Condition** shall be construed accordingly.

CONSOB has the meaning ascribed to such expression in the Conditions.

Corporate Account means the corporate account (IBAN: IT20Y0306909400100000001145) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Covered Bond Guarantee means the guarantee issued by the Covered Bond Guarantor in order to secure the payment obligations of the Issuer under the Covered Bonds in accordance with the provisions of Article 7-bis of Law 130 and Article 4 of the MEF Decree.

Covered Bond Guarantor Acceleration Notice means the notice to be served by the Representative of the Covered Bondholders on the Covered Bond Guarantor pursuant to the Intercreditor Agreement upon the occurrence of a Covered Bond Guarantor Event of Default.

Covered Bond Guarantor Disbursement Amount means on each Guarantor Payment Date the difference between: (i) Euro 100,000 and (ii) any amount standing to the credit of the Expenses Account as at the Calculation Date immediately preceding such Guarantor Payment Date.

Covered Bond Guarantor Event of Default has the meaning ascribed to such expression in the Conditions.

Covered Bond Guarantor means ISP CB Ipotecario S.r.l., a limited liability company (*società a responsabilità limitata*) incorporated in the Republic of Italy pursuant to article 7 bis of Law 130, with share capital equal to Euro 120,000.00 (fully paid up) whose registered office is at Via Monte di Pietà 8, 20121 Milan, Italy, enrolled with the Companies' Register of Milan, under no. 05936180966, and in the general register of financial intermediaries held by the Bank of Italy, *Unità di Informazione Finanziaria*, pursuant to Article 106 of the Banking Law, under no. 40386, belonging to the Intesa Sanpaolo Group, subject to the direction and coordination (*direzione e coordinamento*), pursuant to Article 2497-bis of the Italian Civil Code, of Intesa Sanpaolo.

Covered Bond Guarantor Retention Amount means on each Guarantor Payment Date the difference between: (i) Euro 90,000 and (ii) any amount standing to the credit of the Corporate Account as at the Calculation Date immediately preceding such Guarantor Payment Date.

Covered Bondholders has the meaning ascribed to such expression in the Conditions.

Covered Bonds means any covered bond issued under the Programme and denominated in such currency as may be agreed between the Issuer and the relevant Dealer which has such maturity and denomination as may be agreed between the Issuer and the relevant Dealer and issued or to be issued by the Issuer pursuant to the Dealer Agreement or any other agreement between the Issuer and the relevant Dealer.

Criteria means each of the General Criteria and the Specific Criteria.

Current Balance has the meaning ascribed to such expression in the Portfolio Administration Agreement.

Day Count Fraction has the meaning ascribed to such expression in the Conditions.

Dealer Agreement means a dealer agreement entered into on or about the Programme Date between, *inter alios*, the Issuer and the Initial Dealers.

Dealer means each of the Initial Dealers and each "dealer" designated as such under the Dealer Agreement.

Debtors in respect of Receivables means any person, entity or subject, who is liable for the payment of amounts due, as principal and interest, in respect of any Receivables.

Debtors in respect of Securities means any entity, which is liable for the payment of amounts due, as principal and interest, in respect of any Securities.

Debtors means as, the case may be, the Debtors in respect of the Receivables or the Debtors in respect of the Securities.

Decree 213 has the meaning ascribed to such expression in the Conditions.

Decree 239 has the meaning ascribed to such expression in the Conditions.

Decree 461 has the meaning ascribed to such expression in the Conditions.

Decree 512 has the meaning ascribed to such expression in the Conditions.

Decree 600 has the meaning ascribed to such expression in the Conditions.

Deed of Charge and Assignment has the meaning ascribed to such expression in the Conditions.

Defaulted Asset means any Mortgage Loan which has been classified by the Servicer on behalf of the Covered Bond Guarantor as a Defaulted Loan and/or any Security which have been classified by the Servicer on behalf of the Covered Bond Guarantor as a Defaulted Security.

Defaulted Loan means a Mortgage Loan in relation to which the relevant receivable is a Defaulted Receivable.

Defaulted Receivable means a Receivable classified as defaulted in accordance with the provisions of the Collection Policies, as applied in compliance with the provisions of the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) and in accordance with a prudent management of the Receivables carried out with the highest professional standards; as at the date hereof, a Receivable is classified as defaulted if it is classified as *in sofferenza* in accordance with the provisions of the Bank of Italy's supervisory regulations (*Istruzioni di Vigilanza della Banca d'Italia*) and with the provisions of the Collection Policies when the Arrears Ratio is at least equal to (i) 10, in the case of Mortgage Loans providing for monthly instalments, (ii) 4, in the case of Mortgage Loans providing for quarterly instalments and (iii) 2, in the case of Mortgage Loans providing for semi-annual instalments. For the purposes of this definition, **Arrears Ratio** means, at the end of each monthly reference period, the ratio between (a) all amounts due and unpaid as principal and/or interest (excluding any default interest) in relation to the relevant Receivable and (b) the amount of the instalment of the relevant Receivable which was due immediately prior to the end of that month.

Defaulted Securities means the Securities which may be classified as defaulted in accordance with the provisions of the Collection Policies.

Discount Factor has the meaning ascribed to such expression under paragraph headed "*Net Present Value (NPV) Test*" under the section headed "*Credit Structure*".

Due for Payment Date means (i) a Scheduled Due for Payment Date, or (ii) following the occurrence of a Covered Bond Guarantor Event of Default, the date on which the Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor. If the Due for Payment Date is not a Business Day, the Due for Payment Date will be the next following Business Day. For the avoidance of doubt, Due for Payment Date does not refer to any earlier date upon which payment of any Guaranteed Amounts may become due, by reason of prepayment, mandatory or optional redemption or otherwise.

Earliest Maturing Covered Bonds has the meaning ascribed to such expression in the Portfolio Administration Agreement.

Early Redemption Amount has the meaning ascribed to such expression in the Conditions.

Early Redemption Date has the meaning ascribed to such expression in the Conditions.

Early Termination Amount has the meaning ascribed to such expression in the Conditions.

Eligible Assets has the meaning ascribed to such expression in the Conditions.

Eligible Investments Account means the eligible investments account (No. 187631003731510) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Eligible Investments means:

- (a) Euro denominated securities having the minimum rating as determined by the parties in accordance with the applicable rating methodology to be applicable or agreed by the Rating Agency from time to time, being, as at the Programme Date, "P-1" by Moody's and which have a maturity of up to 30 calendar days or, if longer, which may be liquidated without loss within 30 days from a downgrade below "P-1" by Moody's and which qualify as Eligible Assets and/or Integration Asset; and/or
- (b) reserve accounts, deposit accounts, and other similar accounts which qualifies as Integration Assets held with a bank having minimum ratings as determined by the parties in accordance with the applicable rating methodology to be applicable or agreed by the Rating Agency from time to time, being, as at the Programme Date "P-1" by Moody's,

provided that any such investments shall be liquidated in accordance with the provisions of the Cash Management and Agency Agreement.

Eligible Portfolio has the meaning ascribed to such expression under paragraph headed "*Tests*" under the section headed "*Credit Structure*".

Eligible States shall mean any States belonging to the European Economic Space, Switzerland and any other State attracting a zero per cent. risk weight factor in accordance with the Bank of Italy's prudential regulations for banks - standardised approach.

English Law Transaction Documents has the meaning ascribed to such expression in the Conditions.

EU Savings Directive means the EC Council Directive 2003/48/EC, as amended and/or supplemented from time to time.

Euro Equivalent has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Euroclear has the meaning ascribed to such term in the Conditions.

Eurodollar Convention has the meaning ascribed to such expression in the Conditions.

Evaluation Date means the date on which the economic effects of the assignment of the Initial Portfolio and/or any relevant Further Portfolio will occur, in accordance with the provisions of the Master Transfer Agreement.

Excess Proceeds has the meaning ascribed to such expression in the Conditions.

Excluded Assets means the Integration Assets in excess of the Integration Assets Limit to be excluded from the Portfolio.

Excluded Swap means the portion of the hedging arrangements, if any, corresponding to the Eligible Assets and Integration Assets excluded from the Eligible Portfolio.

Expected Floating Payments has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Expenses Account means the expenses account (IBAN: IT43X0306909400100000001144) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Extendable Maturity has the meaning ascribed to such expression in the Conditions.

Extended Maturity Date has the meaning ascribed to such expression in the Conditions.

Extension Determination Date has the meaning ascribed to such expression in the Conditions.

Extraordinary Resolution has the meaning ascribed to such expression in the Rules of the Organisation of the Covered Bondholders.

Final Redemption Amount has the meaning ascribed to such expression in the Conditions.

Final Terms means the specific final terms issued and published in accordance with the Conditions prior to the issue of each Series of Covered Bonds detailing certain relevant terms thereof which, for the purposes of that Series only, supplements the Conditions and the Base Prospectus and must be read in conjunction with the Base Prospectus.

Financial Law has the meaning ascribed to such expression in the Conditions.

First Issue Date has the meaning ascribed to such expression in the Conditions.

Fixed Component of the Eligible Portfolio has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Floating Component of the Eligible Portfolio has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Further Portfolio has the meaning ascribed to such expression in the Conditions.

General Criteria means the general criteria applicable for the identification of the Receivables, as set out in the Master Transfer Agreement.

German Paying Agent has the meaning ascribed to such expression in the Conditions.

Guaranteed Amounts has the meaning ascribed to such expression in the Conditions.

Guarantor Interest Period means the period from (and including) the date of transfer of the Initial Portfolio to (and excluding) the immediately following Guarantor Payment Date and, thereafter, each period from (and including) a Guarantor Payment Date to (and excluding) the following Guarantor Payment Date.

Guarantor means any person, entity or subject, different from the Debtor, who has granted a guarantee in relation to a Receivable or Security, and any successor thereof.

Guarantor Payment Date has the meaning ascribed to such expression in the Conditions.

Hard Bullet Covered Bonds has the meaning ascribed to such expression in the Conditions.

Hedging Counterparties has the meaning ascribed to such expression in the Conditions.

Hedging Senior Payment has the meaning ascribed to such expression in the Conditions.

Individual Purchase Price means the purchase price of each Receivable or Security, as determined in accordance with the provisions of the Master Transfer Agreement.

Initial Dealers means Barclays and Banca IMI.

Initial MBS Notes means the MBS Notes issued by Adriano Finance S.r.l. denominated "Euro 7,557,950,000 Class A Residential Mortgage Backed Floating Rate Notes due December 2055" (ISIN Code: IT0004398092; Common Code 038148630), listed with the Luxembourg Stock Exchange.

Initial Portfolio has the meaning ascribed to such expression in the Conditions.

Insolvency Event has the meaning ascribed to such expression in the Conditions.

Insolvency Law means Italian Royal Decree No. 267 of 16 March, 1942 (*Disciplina del fallimento, del concordato preventivo e della liquidazione coatta amministrativa*) as amended from time to time.

Insolvency Proceedings has the meaning ascribed to such expression in the Conditions.

Integration Assets has the meaning ascribed to such expression in the Conditions.

Integration Assets Limit means the limit of 15 per cent. of the aggregate Outstanding Principal Balance of the assets included in the Portfolio, set forth under Article 2, Paragraph 4, of the MEF Decree, as amended and supplemented from time to time, to the integration of the Portfolio through Integrations Assets.

Integration Assignment has the meaning ascribed to such expression in the Conditions.

Intercreditor Agreement has the meaning ascribed to such expression in the Conditions.

Interest Accumulation Amount means an amount equal to the interest amounts due on the CB Payment Dates falling during the immediately following Guarantor Interest Period (excluding the first day of such Guarantor Interest Period in case the Post-Issuer Default Priority of Payments is applicable), in respect of any Series of Covered Bonds in relation to which no Liability Swaps have been entered into.

Interest Available Funds means, with reference to each Guarantor Payment Date, the sum of (a) any interest received from the Portfolio (net of any Interest Component of the Purchase Price) during the Collection Period immediately preceding such Guarantor Payment Date, (b) any amount received by the Covered Bond Guarantor as remuneration of the Accounts (other than the Collateral Accounts, as applicable) and Eligible Investments (without any double counting) during the Collection Period immediately preceding such Guarantor Payment Date, (c) any interest amount received by the Covered Bond Guarantor as payments under the Swaps Agreements with the exception of any Delivery Amounts (as defined therein) on or prior to the relevant Guarantor Payment Date, (d) any amount (other than amounts being Principal Available Funds, as defined below) received by the Covered Bond Guarantor from any party to the Transaction Documents during the Collection Period immediately preceding such Guarantor Payment Date, (e) the Reserve Fund Required Amount, (f) the Interest Accumulation Amount and (g) any amount of Interest Available Funds retained in the Investment Account on the immediately preceding Guarantor Payment Date.

Interest Commencement Date has the meaning ascribed to such expression in the Conditions.

Interest Component of the Purchase Price means, in respect of each Eligible Asset or Integration Asset, the amount of interest which was considered, from time to time, in order to calculate the relevant purchase price in accordance with the Master Transfer Agreement.

Interest Coverage Test has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Interest Payments has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Interest Securities Collection Account means the interest securities collection account (IBAN: IT46P0306912711100000000543) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Intesa Sanpaolo Group means Intesa Sanpaolo and each of its consolidated subsidiaries.

Intesa Sanpaolo means Intesa Sanpaolo S.p.A., a bank organised as a joint stock company under the laws of the Republic of Italy, whose registered office is at Piazza San Carlo 156, Turin, Italy and secondary office at Via Monte di Pietà 8, Milan, Italy, incorporated with Fiscal Code number and registration number with the Turin Register of Enterprises 00799960158, VAT number 10810700152, and registered with the Bank of Italy pursuant to article 13 of the Banking Law under number 5361, head of Intesa Sanpaolo Group, agreed into the *Fondo Interbancario di Tutela dei Depositi* and into the *Fondo Nazionale di Garanzia*.

Investment Account means the investment account (IBAN: IT66W0306909400100000001143) opened in the name of the Covered Bond Guarantor with the Account Bank and operating in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Investor Report Date means 10 Business Days following each Guarantor Payment Date.

Investor Report has the meaning ascribed to such expression in the Cash Management and Agency Agreement.

Issuance Collateralisation Assignment has the meaning ascribed to such expression under paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*".

Issue Date means, in respect of any Series of Covered Bonds, the date of Issue of such Series of Covered Bonds pursuant to and in accordance with the Dealer Agreement.

Issue Price means the price of Covered Bonds of each Series, which is at par or at a discount to, or premium over, par, as specified in the relevant Final Terms.

Issuer Downgrade Event means the Issuer being downgraded to ratings as determined to be applicable or agreed by Moody's from time to time, being, as at the First Issue Date, to or below "P-2".

Issuer Event of Default has the meaning ascribed to such expression in the Conditions.

Issuer means Intesa Sanpaolo in its capacity as issuer of the Covered Bonds.

Italian Civil Code has the meaning ascribed to such expression in the Conditions.

Italian Civil Procedure Code means the Italian Royal Decree No. 1443 of 28 October 1940, as amended and supplemented from time to time.

Italian Law Transaction Documents has the meaning ascribed to such expression in the Conditions.

Latest Valuation has the meaning given to such expression in the Portfolio Administration Agreement.

Law 130 means Italian Law No. 130 of 30 April 1999 as published in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*) No. 111 of 14 May 1999 (*legge sulla cartolarizzazione dei crediti*), as amended and supplemented from time to time.

Liability Hedging Counterparty has the meaning ascribed to such expression in the Conditions.

Liability Swap Principal Accumulation Amount means, in relation to any Guarantor Payment Date, (a) for a Series of Covered Bonds with a Maturity Date falling during the immediately following Guarantor Interest Period (excluding the first day of such Guarantor Interest Period), an amount equal to the principal amount due under the relevant Liability Swap confirmation, or (b) for a Series of Covered Bonds with a Maturity Date not falling during the immediately following Guarantor Interest Period, an amount equal to zero.

Liability Swaps has the meaning ascribed to such expression in the Conditions.

Long Date Due for Payment Date has the meaning ascribed to such expression in the Conditions.

Long Dated Covered Bonds has the meaning ascribed to such expression in the Conditions.

Luxembourg Listing Agent has the meaning ascribed to such expression in the Conditions.

Mandatory Test means each of the Nominal Value Test, the NPV Test and the Interest Coverage Test.

Master Definitions Agreement means the master definitions agreement entered into on or about the Programme Date between, *inter alios*, the Issuer, the Covered Bond Guarantor, the Paying Agent and the Calculation Agent.

Master Transfer Agreement has the meaning ascribed to such expression in the Conditions.

Maturity Date means, with reference to each Series of Covered Bonds, with the exclusion of the Extended Maturity Date, as extended in accordance with the Conditions, the CB Payment Date, as indicated in the relevant Final Terms, on which such Series of Covered Bonds will be redeemed at their Outstanding Principal Balance.

Maturity Extension has the meaning ascribed to such term under Condition 10(b).

MBS Assets has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

MBS Notes Issuer means each company incorporated under Law 130 which has issued MBS Notes.

MBS Notes means the securities having the characteristics set forth under Article 2, Paragraph 1 (d) of the MEF Decree which are or will be owned by the Seller.

MBS Portfolio means a portfolio of receivables purchased from an MBS Notes Issuer in the context of the relevant MBS Transaction.

MBS Transaction means each Italian law governed securitisation transaction carried out by an MBS Notes Issuer in the context of which MBS Notes have been issued.

MEF Decree means the Decree of the Ministry of economy and finance No. 310 of 14 December 2006, concerning the implementation of the provisions set forth in Article 7-bis of Law 130 about covered bonds.

Minimum Required Account Bank Rating has the meaning ascribed to such expression in the Conditions.

Minimum Required Paying Agent Rating means the short term rating as determined to be applicable or agreed by the Rating Agency from time to time with reference to the entity which acts in its capacity as Paying Agent (or any institution guaranteeing its obligation on the basis of a guarantee satisfying the criteria of the Rating Agency), being, as at the First Issue Date, "P-1" by Moody's.

Minimum Required Pre-Maturity Liquidity Guarantor Rating has the meaning ascribed to such expression in the Conditions.

Minimum Required Ratings means, in respect of the Account Bank and the Paying Agent, the Minimum Required Account Bank Rating and the Minimum Required Paying Agent Rating, respectively.

Monte Titoli Account Holders has the meaning ascribed to such expression in the Conditions.

Monte Titoli has the meaning ascribed to such expression in the Conditions.

Moody's has the meaning ascribed to such term in the Conditions.

Mortgage Loan Agreement means any loan agreement having the characteristics set forth under Article 2, Paragraph 1 (a) and (b) of the MEF Decree.

Mortgage Loan means a loan granted under a Mortgage Loan Agreement.

Mortgage means a mortgage granted over a Real Estate Asset in order to secure the Receivable arising from the relevant Mortgage Loan Agreement.

Negative Carry Factor has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Net Deposit has the meaning ascribed to such expression under paragraph headed "*Tests*" under the section headed "*Credit Structure*".

Net Interest Collections from the Eligible Portfolio has the meaning ascribed to such expression under paragraph headed "*Interest Coverage Test*" under the section headed "*Credit Structure*".

Net Present Value has the meaning ascribed to such expression under paragraph headed "*Net Present Value (NPV) Test*" under the section headed "*Credit Structure*".

Nominal Value of the Portfolio has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Nominal Value Test has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Non-Eligible Underlying Assets has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Notice to Pay has the meaning ascribed to such expression in the Conditions.

NPV Test has the meaning ascribed to such expression under paragraph headed "*Net Present Value (NPV) Test*" under the section headed "*Credit Structure*".

OBG Regulations means, collectively, Law 130, the MEF Decree and the BoI OBG Regulations.

Official Gazette means the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*).

Ordinary Resolution has the meaning ascribed to such expression in the Rules of the Organisation of the Covered Bondholders.

Other Secured Creditors has the meaning ascribed to such expression in the Conditions.

Outstanding Principal Balance has the meaning ascribed to such expression in the Conditions.

Paying Agent has the meaning ascribed to such expression in the Conditions.

Payment Account means the payment account (IBAN: IT58E0306909400100000001058) opened in the name of the Covered Bond Guarantor with the Account Bank and operating in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Payments Report means the report substantially in the form provided for under the Cash Management and Agency Agreement to be prepared by the Calculation Agent not later than 5 Business Days prior to the each Guarantor Payment Date.

Pledge Agreement has the meaning ascribed to such expression in the Conditions.

Portfolio Administration Agreement has the meaning ascribed to such expression in the Conditions.

Portfolio has the meaning ascribed to such expression in the Conditions.

Portfolio Manager means the company appointed as portfolio manager in accordance with the Portfolio Administration Agreement and any successor thereof.

Post-Guarantor Default Priority of Payments has the meaning ascribed to such expression in the Intercreditor Agreement.

Post-Issuer Default Priority of Payments has the meaning ascribed to such expression in the Intercreditor Agreement.

Potential Set-Off Amount has the meaning ascribed to such expression under paragraph headed "*Tests*" under the section headed "*Credit Structure*".

Pre-Issuer Default Interest Priority of Payments has the meaning ascribed to such expression in the Intercreditor Agreement.

Pre-Issuer Default Principal Priority of Payments has the meaning ascribed to such expression in the Intercreditor Agreement.

Pre-Maturity Liquidity Account has the meaning ascribed to such expression in the Conditions.

Pre-Maturity Liquidity Required Rating has the meaning ascribed to such expression in the Conditions.

Pre-Maturity Liquidity Test Date has the meaning ascribed to such expression under Condition 10 (*Redemption and Purchase*).

Pre-Maturity Liquidity Test has the meaning ascribed to such expression under Condition 10 (*Redemption and Purchase*).

Pre-Maturity Rating Period has the meaning ascribed to such expression in the Conditions.

Principal Available Funds means, with reference to each Guarantor Payment Date, the sum of: (a) any principal payment and any Interest Component of the Purchase Price received during the Collection Period immediately preceding such Guarantor Payment Date, (b) any amounts deriving from sale of Eligible Assets, Integration Assets and Eligible Investments (without any double counting) received during the Collection Period immediately preceding such Guarantor Payment Date, (c) any amount of Principal Available Funds retained in the Payment Account on the immediately preceding Guarantor Payment Date, (d) any principal amount received by the Covered Bond Guarantor as payments under the Swap Agreements with the exception of any Delivery Amounts (as defined therein) on or prior to the relevant Guarantor Payment Date, (e) any amount credited to the Investment Account under item (vi) of the Pre-Issuer Default Interest Priority of Payments and (f) following the withdrawal of an Article 74 Notice to Pay, any principal amount received in respect of the Excess Proceeds.

Principal Securities Collection Account means the principal securities collection account (IBAN: IT6900306912711100000000542) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Priorities of Payments has the meaning ascribed to such expression in the Conditions.

Privacy Law means Italian Legislative Decree no. 196 of 30 June 2003 (*Codice in materia di protezione dei dati personali*), as amended and supplemented from time to time.

Programme Date has the meaning ascribed to such expression in the Conditions.

Programme Limit means the amount equal to Euro 20,000,000,000 or any other amount indicated as the programme limit in accordance with the Dealer Agreement.

Programme means the Euro 20,000,000,000 Covered Bond Programme described in this Base Prospectus, established by the Issuer for the issuance of *obbligazioni bancarie garantite*.

Programme Resolution has the meaning given to it in the Rules of the Organisation of the Covered Bondholders.

Programme Termination Date means 31 December 2100.

Prospectus Directive means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, and amendments thereto, including the 2010 Amending Directive, to the extent implemented in the Relevant Member State, and includes any relevant implementing measure in the Relevant Member State and the expression **2010 Amending Directive** means Directive 2010/73/EU.

Purchase Offer means the purchase offer delivered, in accordance with the Master Transfer Agreement, by the Seller to the Covered Bond Guarantor in relation to the assignment of each Further Portfolio.

Quarterly Report Date means the date on which the Servicer shall deliver the Servicer Quarterly Report in accordance with the provisions of the Servicing Agreement.

Quota Capital Account means the quota capital account (IBAN: IT89R0306909400615309751292) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Quotaholders' Agreement has the meaning ascribed to such expression in the Conditions.

Quotaholders means Intesa Sanpaolo and Stichting Viridis 2.

Random Basis has the meaning ascribed to such expression in the Portfolio Administration Agreement.

Rating Agency Confirmation means, with respect to the Rating Agency, receipt of a confirmation in writing that the then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant event or matter.

Rating Agency has the meaning ascribed to such expression in the Conditions.

Real Estate Asset means each real estate property burdened with the Mortgages.

Receivables Collection Account means the receivables collection account (IBAN: IT89V0306909400100000001142) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement.

Receivables means any and all current, future or potential monetary claims which have arisen or will arise in connection with any Mortgage Loan Agreements and any relevant security interests and Mortgages, as well as any Integration Assets owned by the Seller.

Registered Covered Bonds means Covered Bonds issued in registered form also as German governed registered covered bonds (*Gedekte Namensschuldverschreibung*).

Registered Covered Bonds Conditions means the terms and conditions of the Registered Covered Bonds.

Registered Covered Bondholder means the registered holder for the time being of a Registered Covered Bond.

Registrar means any institution which may be appointed from time to time by the Issuer to act as registrar in respect of the Registered Covered Bonds issued under the Programme, provided that if the Issuer will keep the register and will not delegate such activity, any reference to the Registrar will be construed as a reference to the Issuer.

Regulation 22 February 2008 has the meaning ascribed to such expression in the Conditions.

Relevant Dealer(s) has the meaning ascribed to such expression in the Conditions.

Representative of the Covered Bondholders means the entity appointed as representative of the Covered Bondholders in accordance with the Intercreditor Agreement, the Dealer Agreement and any other Transaction Document, and any successor thereof appointed in accordance with the Rules of Organisation of the Covered Bondholders.

Required Redemption Amount has the meaning given to that term in the Portfolio Administration Agreement.

Reserve Fund Rating Event means the event occurring if the Issuer loses the minimum short-term credit rating as determined by the parties in accordance with the applicable rating methodology of the Rating Agency from time to time, being, as at the First Issue Date, a short-term rating from Moody's of at least "P-1".

Reserve Fund Required Amount means nil, as long as the Issuer has a minimum short-term credit rating as determined by the parties in accordance with the applicable rating methodology of the Rating Agency from time to time, being, as at the First Issue Date, a short-term rating from Moody's of at least "P-1". Otherwise, the Issuer will be required to maintain a reserve fund with an amount, as calculated by the Calculation Agent on or prior to each Calculation Date equal to: (a) interest accruing in respect to all outstanding Series of Covered Bonds during the immediately following Guarantor Interest Period; and (b) prior to the service of a Notice to Pay, the aggregate amount to be paid by the Covered Bond Guarantor on the immediately following Guarantor Payment Date in respect of the items (i) to (iv) of the Pre-Issuer Default Interest Priority of Payments.

Residential Mortgage Loan means a Mortgage Loan referred to under Article 2, Paragraph 1 (a) of the MEF Decree.

Resolutions has the meaning ascribed to such term in the Rules of the Organisation of the Covered Bondholders.

Resulting Entity has the meaning ascribed to such expression in the Conditions.

Revolving Assignment of Eligible Assets has the meaning ascribed to such expression under paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*".

Revolving Assignment of Integration Assets has the meaning ascribed to such expression under paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*".

Revolving Assignments has the meaning ascribed to such expression under paragraph headed "*Master Transfer Agreement*" under the section headed "*Description of the Transaction Documents*".

Rules of the Organisation of the Covered Bondholders has the meaning ascribed to such expression in the Conditions.

Scheduled Due for Payment Date has the meaning ascribed to such expression in the Conditions.

Scheduled Interest has the meaning ascribed to such expression in the Conditions.

Scheduled Payment Date has the meaning ascribed to such expression in the Conditions.

Scheduled Principal has the meaning ascribed to such expression in the Conditions.

Second Special Servicer has the meaning ascribed to such expression in the Conditions.

Secured Creditors has the meaning ascribed to such expression in the Conditions.

Securities Account means the securities account (No. 8360401/0200) opened in the name of the Covered Bond Guarantor with the Account Bank and operated in accordance with the Cash Management and Agency Agreement and any replacement thereof.

Securities Collection Accounts means, collectively, the Interest Securities Collection Account and the Principal Securities Collection Account.

Securities means, collectively, (i) the MBS Notes; and (ii) the securities mentioned under Article 2, Paragraph 3, number 3, of the MEF Decree as well as (iii) securities issued by central governments meeting the requirements of Article 2, Paragraph 1 (c) of the MEF Decree and any ancillary right thereto.

Selected Assets has the meaning ascribed to such expression in the Conditions.

Selection Date means the date, which shall be indicated under the relevant Purchase Offer, on which the Seller has applied the criteria for selecting the assets comprised in the relevant Further Portfolio.

Seller has the meaning ascribed to such expression in the Conditions.

Series has the meaning ascribed to such expression in the Conditions. Notwithstanding the foregoing, the term “Series” shall mean, in case of Registered Covered Bonds, each Registered Covered Bonds made out in the name of a specific Registered Covered Bondholder.

Servicer has the meaning ascribed to such expression in the Conditions.

Servicer Quarterly Report means the report to be prepared and delivered by the Servicer in accordance with the provisions of the Servicing Agreement.

Servicer Termination Event means one or more termination events listed under the Servicing Agreement.

Servicing Agreement has the meaning ascribed to such expression in the Conditions.

Special Servicer has the meaning ascribed to such expression in the Conditions.

Specific Criteria means the criteria for the selection of the Receivables to be included in any Further Portfolio listed in the relevant Purchase Offer.

Specified Currency has the meaning ascribed to such expression in the relevant Final Terms.

Specified Office has the meaning ascribed to such expression in the Conditions.

Stabilising Manager has the meaning ascribed to such expression in the Dealer Agreement.

Stichting Viridis 2 means Stichting Viridis 2, a Dutch foundation constituted as a *stichting*, whose registered office is at Herengracht 450, 1017 CA, Amsterdam, The Netherlands.

Subordinated Loan Agreement has the meaning ascribed to such expression in the Conditions.

Subordinated Loan means the subordinated loan granted by the Subordinated Loan Provider to the Covered Bond Guarantor according to the Subordinated Loan Agreement.

Subordinated Loan Provider has the meaning ascribed to such expression in the Conditions.

Subscription Agreement means each subscription agreement to be entered into on or about the relevant Issue Date between the Issuer and the relevant Dealers.

Successor Servicer means any entity succeeding in the role as Servicer in accordance with the provisions of the Servicing Agreement.

Successor Special Servicer means any entity succeeding in the role as Special Servicer in accordance with the provisions of the Servicing Agreement.

Supplemental Liquidity Available Amount has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Supplemental Liquidity Event has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Supplemental Liquidity Reserve Account means the additional account to be opened in the name of the Covered Bond Guarantor, if the Supplemental Liquidity Reserve Amount is set greater than zero and in accordance with the other provisions of the Cash Management and Agency Agreement.

Supplemental Liquidity Reserve Amount has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Swap Agreements has the meaning ascribed to such expression in the Conditions.

Swap Curve has the meaning ascribed to such expression under paragraph headed "*Net Present Value (NPV) Test*" under the section headed "*Credit Structure*".

Tests has the meaning ascribed to such expression in the Conditions.

Tranche has the meaning ascribed to such expression in the Conditions.

Transaction Documents has the meaning ascribed to such expression in the Conditions.

Transfer Agreement has the meaning ascribed to such expression in the Conditions.

Underlying Assets has the meaning ascribed to such expression under paragraph headed "*Nominal Value Test*" under the section headed "*Credit Structure*".

Usury Law means the Italian law No. 108 of March 7, 1996, as amended and supplemented from time to time.

Zero Coupon Covered Bond has the meaning ascribed to such expression in the Conditions.

ISSUER

Intesa Sanpaolo S.p.A.
Piazza San Carlo 156
Turin
Italy

GUARANTOR

ISP CB Ipotecario S.r.l.
Via Monte di Pietà 8
Milan
Italy

ARRANGERS

Banca IMI S.p.A.
Largo Mattioli 3
Milan
Italy

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Intesa Sanpaolo S.p.A.
Via Verdi 11
Milan
Italy

DEALERS

Banca IMI S.p.A.
Largo Mattioli 3
Milan
Italy

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

REPRESENTATIVE OF THE COVERED BONDHOLDERS

KPMG Fides Servizi di Amministrazione S.p.A.
Via Vittor Pisani 27
Milan
Italy

PAYING AGENT

Deutsche Bank S.p.A.
Piazza del Calendario 3
Milan
Italy

LEGAL ADVISERS

*To the Arrangers and the Dealers
as to English and Italian law*

Allen & Overy
Studio Legale Associato
Via Manzoni 41
Milan
Italy

To the Issuer as to Italian law

Allen & Overy
Studio Legale Associato
Corso Vittorio Emanuele II, 284
Rome
Italy

AUDITORS OF THE ISSUER

Reconta Ernst & Young S.p.A.
Via della Chiusa 2
Milan
Italy