

BANCA POPOLARE DI SONDRIO S.P.A.

Covered Bond Programme

COVERED BOND GUARANTEE

Between

BANCA POPOLARE DI SONDRIO S.P.A.

as Issuer, Seller

POPSO COVERED BOND S.R.L.

as Guarantor

BANCA FINANZIARIA INTERNAZIONALE S.P.A.

as Representative of the Covered Bondholders

Via XXIV Maggio 43
00187 Rome

INDEX

1.	RECITALS, SCHEDULES, DEFINITIONS AND INTERPRETATION.....	2
2.	COVERED BOND GUARANTEE	3
3.	MAXIMUM GUARANTEED AMOUNT	3
4.	NATURE OF THE COVERED BOND GUARANTEE	4
5.	LIMITED RECOURSE	6
6.	ENFORCEMENT OF THE COVERED BOND GUARANTEE.....	6
7.	PAYMENTS UNDER THE COVERED BOND GUARANTEE.....	9
8.	TAXATION	9
9.	ASSIGNMENT	9
10.	TERMINATION.....	10
11.	NOTICES.....	10
12.	LAW AND JURISDICTION	11

This **COVERED BOND GUARANTEE** is made in London on 22 July 2014 by and between the following parties (each a "**Party**" and collectively the "**Parties**"):

- (1) **BANCA POPOLARE DI SONDRIO S.P.A.**, a *società per azioni* incorporated under the laws of the Republic of Italy, having its registered office at Piazza Garibaldi, 16, Sondrio, fiscal code and enrolment with the companies register of Sondrio number 00053810149, enrolled under number 842 with the registers of banks and number 5696.0 with the registers of banking groups held by the Bank of Italy in accordance with, respectively, articles 13 and 64 of the Consolidated Banking Act, (the "**Issuer**");
- (2) **POPSO COVERED BOND S.R.L.**, a *società a responsabilità limitata* incorporated under the laws of the Republic of Italy pursuant to the Securitisation and Covered Bond Law, having its registered office at Via Vittorio Alfieri 1, Conegliano (TV), Italy, fiscal code and enrolment with the companies register of Treviso No. 04620230260, enrolled under No. 42040 in the register of financial intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and part of the Banca Popolare di Sondrio group enrolled under No. 5696.0 with the register held by the Bank of Italy in accordance with article 64 of the Consolidated Banking Act (the "**BPS Group**") (the "**Guarantor**"); and
- (3) **BANCA FINANZIARIA INTERNAZIONALE S.P.A.**, a *società per azioni*, incorporated under the laws of the Republic of Italy, share capital of euro 91,743,007.00 fully paid up, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment in the companies' register of Treviso-Belluno number 03546510268, currently registered under number 50 in the register of Financial Intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act, subject to the activity of direction and coordination (*soggetta all'attività di direzione e coordinamento*), belonging to the banking group known as "Gruppo Banca Finanziaria Internazionale", registered with the register of the banking group held by the Bank of Italy, acting as representative on behalf of the Covered Bondholders and the Other Issuer Creditors (as defined below) pursuant to the Intercreditor Agreement and the Programme Agreement (the "**Representative of the Covered Bondholders**").

WHEREAS

- (A) The Issuer intends to establish a programme (the "**Programme**") for the issuance of covered bonds (*obbligazioni bancarie garantite*) (the "**Covered Bonds**") in accordance with Title1-*bis* of the Securitisation and Covered Bond Law.
- (B) Pursuant to this Agreement, the Guarantor agrees to issue, for the benefit of the Beneficiaries (as defined below), a first demand, unconditional and irrevocable guarantee (the "**Covered Bond Guarantee**") for the purpose of guaranteeing – up to the Maximum Guaranteed Amount (as defined below) and within the limits of the Guarantor Available Funds – the payments due by the Issuer in respect of the Covered Bonds and all other payments due by the Issuer to the Other Issuer Creditors in the context of the Programme. The Representative of the Covered Bondholders has agreed to become a party to this Covered Bond Guarantee in order to accept

the guarantee issued hereunder, on behalf of the Beneficiaries, and for the better protection and enforcement of the rights thereof.

- (C) This Covered Bond Guarantee is issued in accordance with provisions of Title 1-*bis* of the Securitisation and Covered Bond Law and the regulations relating to Covered Bonds contained in Part Three, Chapter 3 of the prudential regulations for banks issued by the Bank of Italy on 17 December 2013 with Circular No. 285 (*Disposizioni di vigilanza prudenziale per le Banche*) (the "Bank of Italy Regulations").

NOW IT IS HEREBY AGREED, as follows:

1. RECITALS, SCHEDULES, DEFINITIONS AND INTERPRETATION

1.1 Recitals and Schedules

The above recitals and the schedules hereto (respectively, the "Recitals" and the "Schedules") shall form an integral and essential part of this Agreement binding on the Parties.

1.2 Definitions

1.2.1 All capitalised words and expressions used and not defined herein shall have the same meaning as set out in the master definitions agreement (the "**Master Definitions Agreement**") entered into on or about the date hereof as from time to time amended, supplemented or replaced. The principles of interpretation and construction set out in the Master Definitions Agreement shall apply to this Agreement.

1.2.2 In addition, in this Covered Bond Guarantee the following defined terms have the meanings set out below:

"**Beneficiaries**" means the Covered Bondholders and the Other Issuer Creditors, and any relevant assignees, transferees or successors pursuant to the Relevant Contracts.

"**Guaranteed Amounts**" means the amounts due from time to time by the Issuer to (i) the Covered Bondholders with respect to each Series of Covered Bonds (excluding any additional amounts payable to the Covered Bondholders under Condition 11(a) (*Gross-up by the Issuer*)) and (ii) the Other Issuer Creditors pursuant to the Relevant Contracts.

"**Guaranteed Obligations**" means the Issuer's payment obligations with respect to the Guaranteed Amounts.

"**Maximum Guaranteed Amount**" means the amount to be notified by the Guarantor prior to the First Issue Date, or any increase thereof from time to time pursuant to Clause 2.4.

"**Other Issuer Creditors**" means any entity – other than the Issuer – acting as Issuer Paying Agent, any Liability Swap Provider, the Asset Monitor and any other Issuer's creditor which may from time to time be identified as such in the context of the Programme.

"**Relevant Contracts**":

- (i) in respect of any Issuer Paying Agent – other than the Issuer – the Cash Allocation, Management and Payments Agreement;
 - (ii) in respect of any Liability Swap Provider, the relevant Liability Swap Agreement, if any;
 - (iii) in respect of the Asset Monitor, the Asset Monitoring Agreement
- and, in respect of any Other Issuer Creditor which may be in the future identified as such pursuant to this Covered Bond Guarantee, any other Programme Document which may be entered into from time to time by such Other Issuer Creditor.

2. COVERED BOND GUARANTEE

- 2.1 The Issuer requests the Guarantor, and the Guarantor unconditionally and irrevocably accepts to issue, and hereby issues, to the Beneficiaries this Covered Bond Guarantee for the purpose of guaranteeing the performance by the Issuer of its obligations to pay at first demand the Guaranteed Amounts to the Beneficiaries.
- 2.2 The Representative of the Covered Bondholders accepts on behalf of the Beneficiaries the Covered Bond Guarantee granted hereunder by the Guarantor.
- 2.3 This Covered Bond Guarantee is for the benefit of any Covered Bondholder under any Series of Covered Bonds as well as of any Other Issuer Creditor which may be from time to time be identified as Beneficiary in the context of the Programme, including any transferee or assignee of any Other Issuer Creditor, so that any amounts due to any such assignee or transferee will benefit from this Covered Bond Guarantee.
- 2.4 Without prejudice to the foregoing, the Parties however agree that the Guarantor will from time to time acknowledge the benefit of this Covered Bond Guarantee in favour of (a) the relevant Covered Bondholders and any Other Issuer Creditor in the context of such issuance, with the modalities set out under Clause 3.1 below, and (b) any Other Issuer Creditor which may be identified as such at any time, by means of an acknowledgment letter substantially in the form of Schedule 1 (*Form of Acknowledgment Letter*) to be delivered to the Issuer and the Representative of the Covered Bondholders, on behalf of the Beneficiaries, with copy to the Rating Agency.

3. MAXIMUM GUARANTEED AMOUNT

- 3.1 This Covered Bond Guarantee will be in force until full and definitive payment of the Guaranteed Amounts, regardless of any intermediate payment or discharge in whole or in part of any Guaranteed Amounts due to be paid on the relevant Guarantor Payment Date.
- 3.2 Without prejudice to Clause 2.3, the Guarantor hereby undertakes and agrees:
 - (a) to confirm, on or prior to the First Issue Date, the Maximum Guaranteed Amount in relation to the first Series of Covered Bonds; and

- (b) to confirm from time to time, on or prior to the date of issuance of any further Series of Covered Bonds, the increase of the Maximum Guaranteed Amount for an amount at least equal to the Outstanding Principal Amount of such Series of Covered Bonds as at the relevant Issue Date, *plus* interest amounts accruing thereon and *plus* amounts payable to any Other Issuer Creditors in connection with such issuance,

by delivering to the Issuer and the Representative of the Covered Bondholders, on behalf of the Beneficiaries, with copy to the Rating Agency, a confirmation letter bearing an indisputable date (*data certa*) substantially in the form of Schedule 2 (*Form of Confirmation of Maximum Guaranteed Amount*), whereby the Guarantor will also acknowledge, to the extent necessary, the benefit of this Covered Bond Guarantee for the relevant Covered Bondholders and any Other Issuer Creditor in the context of such issuance.

- 3.3 The Parties agree and acknowledge that the maximum amount guaranteed by the Guarantor hereunder at any point in time will be the Maximum Guaranteed Amount less any payment effected under this Covered Bond Guarantee.

4. NATURE OF THE COVERED BOND GUARANTEE

- 4.1 This Covered Bond Guarantee is a first demand (*a prima richiesta*), autonomous (*autonoma*) and irrevocable (*irrevocabile*) guarantee pursuant to which the Guarantor undertakes autonomous and independent obligations for the benefit of the Beneficiaries.
- 4.2 Following an enforcement in accordance with Clause 6 (*Enforcement of the Covered Bond Guarantee*) below, the obligation of payment under the Covered Bond Guarantee shall be a direct, unsubordinated and unconditional obligation of the Guarantor, provided that the Guarantor will be required to meet its obligations hereunder only in accordance with the applicable Priority of Payments and within the limits of Clause 5 (*Limited Recourse*) below, irrespective of any invalidity, irregularity or unenforceability of any of the Guaranteed Obligations.
- 4.3 For the avoidance of doubt, the Parties acknowledge and accept that this Covered Bond Guarantee is not a "*fideiussione*" and is issued in accordance with the provisions of the Securitisation and Covered Bond Law so that the provisions of the Civil Code relating to the "*fideiussione*" set forth in articles 1939, (*Validità della fideiussione*), 1941 sub-paragraph 1 (*Limiti della fideiussione*), 1944 sub-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*) of the Civil Code shall not apply to it.
- 4.4 The liability of the Guarantor hereunder shall not be prejudiced, affected or diminished by any act, omission, circumstance, matter or thing which might operate to release or otherwise exonerate the Guarantor from its obligations hereunder in whole or in part, including without limitation by:
- 4.4.1 any time waiver or indulgence granted to the Issuer by the Representative of the Covered Bondholders or any Beneficiary;

- 4.4.2 any amendment, variation, compromise, renewal or novation (however substantial or material, and to the extent admitted by the Relevant Contracts) or replacement of the Representative of the Covered Bondholders or of the Final Terms of any Series of Covered Bonds or of the Relevant Contracts;
 - 4.4.3 any composition between the Issuer and its creditors;
 - 4.4.4 any defence or counterclaim, which the Guarantor or any third party may be able to assert against the Representative of the Covered Bondholders or any Beneficiary, judicial or otherwise;
 - 4.4.5 any other guarantee or security now or subsequently held by any Beneficiary, in respect of which this Covered Bond Guarantee is cumulative and not alternative;
 - 4.4.6 any dealings or settlements between the Issuer and the Representative of the Covered Bondholders or any Beneficiary, whether or not the Guarantor shall be party or informed of the same;
 - 4.4.7 any winding up, dissolution, reorganisation or the insolvency, legal limitation, disability, incapacity or lack of corporate power or authority or other circumstances of, or any change in the constitution or corporate identity or loss of corporate identity by, the Issuer;
 - 4.4.8 any postponement, claw back, discharge, reduction, non-provability or other similar circumstances affecting any obligation of the Issuer under the Relevant Contracts (including the payment of any Guaranteed Amounts) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purpose of the Guarantor's obligations under this Covered Bond Guarantee be construed as if there were no such circumstance; or
 - 4.4.9 the taking, variation, compromise, exchange, renewal or release of, or refusal or failure to perfect, take up or enforce, any rights against, or security over assets of, the Issuer or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security.
- 4.5 The Guarantor shall not in respect of any payments due to be made pursuant to this Covered Bond Guarantee be released from its obligations under or pursuant to this Covered Bond Guarantee in any circumstances (notwithstanding anything which, but for this provision, would release the Guarantor or would affect its liability under or pursuant to this Covered Bond Guarantee in respect of such payment) except upon full and proper satisfaction of all the Guaranteed Obligations.
- 4.6 If any payment received by or on behalf of any Beneficiary pursuant to the provisions of this Covered Bond Guarantee shall, on the subsequent bankruptcy, sequestration, liquidation, insolvency, corporate reorganisation or other such similar event of the Issuer or the Guarantor, be set aside or avoided in whole or in part under any laws relating to bankruptcy, sequestration,

liquidation, insolvency, corporate reorganisation or other such similar event, such payment shall not be considered as having discharged or diminished the liability of, the Issuer or, as the case may be, the Guarantor and this Covered Bond Guarantee shall continue to apply in accordance with its terms as if the underlying payment in respect of which the liability of the Guarantor under this Covered Bond Guarantee arose had at all times remained owing by the Issuer or the Guarantor, as the case may be, and the Guarantor shall indemnify the Beneficiary in respect thereof.

5. LIMITED RECOURSE

5.1.1 The Issuer and the Representative of the Covered Bondholders hereby agree and acknowledge that any claims of any Beneficiary against the Guarantor will be payable by the Guarantor only to the extent of the Guarantor Available Funds available to make such payment under the relevant Priority of Payments. Such Parties acknowledge that any obligations of the Guarantor hereunder will be limited to such amounts and that no further recourse to the Guarantor (or its contributed equity capital or any other assets of the Guarantor whatsoever) will be available to any Beneficiary in respect of such obligations.

5.1.2 For the avoidance of doubt, nothing in this Clause 6 shall be construed as a limitation to the Issuer's liabilities against the Covered Bondholders, subject to the provisions of Clause 6.2 (*Service of an Issuer Default Notice*) below.

6. ENFORCEMENT OF THE COVERED BOND GUARANTEE

6.1 Enforcement by Representative of the Covered Bondholders

A notice of enforcement against the Guarantor of this Covered Bond Guarantee will be validly given only if served by the Representative of the Covered Bondholders on behalf of the Beneficiaries, in accordance with Clauses 6.2 (*Service of an Issuer Default Notice*) and 6.3 (*Service of a Guarantor Default Notice*) below, as the case may be, and the provisions of the Programme Documents to which it is a party.

6.2 Service of an Issuer Default Notice

6.2.1 The Representative of the Covered Bondholders will enforce this Covered Bond Guarantee: (a) following the occurrence of an Issuer Event of Default (to the extent it has knowledge thereof, pursuant to the provisions of the Intercreditor Agreement) and subject to any applicable grace periods, as set out in the Conditions, or (b) upon occurrence of a Resolution Event unless the Issuer has fulfilled its payment obligations under the Covered Bonds by the relevant payment date, by serving an Issuer Default Notice on the Issuer, the Guarantor. In case the Issuer Event of Default consists of the issuance of a resolution pursuant to article 74 of the Consolidated Banking Act in respect of the Issuer (an "**Article 74 Event**"), the notice shall specify that such Issuer Event of Default may be temporary.

- 6.2.2 Following the service of an Issuer Default Notice by the Representative of the Covered Bondholders, the payment of the Guaranteed Amounts shall occur on the dates scheduled and for the amounts determined in accordance with the Final Terms of each Series and the Guarantee Priority of Payments applicable in relation to each Series of Covered Bonds.
- 6.2.3 Upon enforcement of the Covered Bond Guarantee in accordance with Clause 6.2.1 above:
- (a) the Guarantor shall procure payment of the Guaranteed Amounts, as they become due and payable, in accordance with Clause 7 (*Payments under the Covered Bond Guarantee*) below;
 - (b) the Guarantor (or the Representative of the Bondholders pursuant to the Intercreditor Agreement) shall be entitled to request from the Issuer, as guarantee for the Issuer's obligations under Clause 7.5 below, an amount up to the Guaranteed Amounts. Any sum so received or recovered from the Issuer will be used to make payments in accordance with this Covered Bond Guarantee and deemed to be in discharge of the obligations of the Issuer *vis-à-vis* the Guarantor pursuant to Clause 7.5, provided that the Guarantor shall no longer be entitled to request such amounts to the Issuer upon the Covered Bonds having been accelerated pursuant to Condition 12(b)(ii)(b); and
 - (c) the provisions of clause 5 (*Disposal of assets following an Issuer Default Notice*) of the Cover Pool Management Agreement shall apply and the Cover Pool will be used to satisfy the payment obligations of the Guarantor also against any Other Creditor under the Programme.
- 6.2.4 If, following the service of an Issuer Default Notice consisting of an Article 74 Event, such event is cured and no other Issuer Event of Default or Guarantor Event of Default has occurred, then the Representative of the Covered Bondholders (to the extent it has knowledge thereof, pursuant to the provisions of the Intercreditor Agreement) will deliver to the Issuer and the Guarantor a notice (the "**Article 74 Event Cure Notice**") informing such parties that the Article 74 Event has been revoked and the Guarantor's obligation to make payment of the Guaranteed Amounts in accordance with this Clause shall cease to apply until the Covered Bond Guarantee is newly enforced by the Representative of the Covered Bondholders in accordance with the provisions hereof and therefore the Issuer shall resume responsibility for meeting the payment obligations under the Covered Bonds.
- 6.2.5 For the avoidance of doubt, the Parties agree that the delivery by the Representative of the Covered Bondholders of an Article 74 Cure Notice shall not prevent the Representative of the Covered Bondholders from delivering subsequent Issuer Default Notices or Guarantor Default Notices for the purpose of enforcing this Covered Bond Guarantee, which shall accordingly be capable of being enforced repeatedly in

accordance hereto any time that an Issuer Event of Default or Guarantor Event of Default occurs.

6.2.6 As of the date of administrative liquidation (*liquidazione coatta amministrativa*) of the Issuer or following the delivery of an Issuer Default Notice on the Issuer and the Guarantor, the Guarantor (or the Representative of the Covered Bondholders pursuant to the Intercreditor Agreement) shall exercise, on an exclusive basis and in compliance with the provisions of the Securitisation and Covered Bond Law, the rights of the Covered Bondholders against the Issuer and any amount recovered from the Issuer will be part of the Guarantor Available Funds provided that, pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law, further to enforcement of the Guarantee, the Covered Bondholders shall participate to the final distribution of the Issuer's assets in respect of any residual amount due to them with any other unsecured creditor including – pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law – any derivative transaction counterparty.

6.3 Service of a Guarantor Default Notice

6.3.1 Following the occurrence of a Guarantor Event of Default and subject to any applicable grace periods, as set out in the Conditions, the Representative of the Covered Bondholders (to the extent it has knowledge thereof, pursuant to the provisions of the Intercreditor Agreement) will serve a Guarantor Default Notice on the Guarantor.

6.3.2 The service of a Guarantor Default Notice by the Representative of the Covered Bondholders will result in the acceleration of the rights of the Covered Bondholders of each Series of Covered Bonds issued to receive payment of the Guaranteed Amounts as well as of any Other Issuer Creditors. Therefore, upon delivery by the Representative of the Covered Bondholders of the Guarantor Default Notice referred to under Clause 6.3.1 above, all Guaranteed Amounts shall become immediately due and payable by the Guarantor in accordance with Clause 7 (*Payments under the Covered Bond Guarantee*) below.

6.3.3 Following the service of a Guarantor Default Notice:

- (a) all payments made by the Guarantor to the Covered Bondholders shall be made *pari passu* and on a *pro rata* basis to the Covered Bondholders of all outstanding Series of Covered Bonds in accordance with the Conditions and relevant Final Terms, and
- (b) the provisions of clause 6 (*Disposal of assets following a Guarantor Default Notice*) of the Cover Pool Management Agreement shall apply, and the Cover Pool will be used to satisfy the payment obligations of the Guarantor also against any Other Creditor under the Programme,

in either case in accordance with the Post Enforcement Priority of Payments.

7. PAYMENTS UNDER THE COVERED BOND GUARANTEE

- 7.1 All amounts payable under this Covered Bond Guarantee shall be paid by the Guarantor to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, in order for such agent to apply the relevant amounts in accordance with the Cash Allocation, Management and Payments Agreement, the Intercreditor Agreement and the Final Terms of the relevant Series of Covered Bonds.
- 7.2 All payments to be made by the Guarantor to the Covered Bondholders under this Covered Bond Guarantee will be made in accordance with the Guarantee Priority of Payments or Post Enforcement Priority of Payments, as the case may be.
- 7.3 Payments of any amounts due under this Covered Bond Guarantee will be made by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be without any further instruction from the Guarantor, in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.
- 7.4 Any payment made by the Guarantor to the Beneficiaries with respect to any Guaranteed Amounts in accordance with this Clause shall constitute a discharge *pro tanto* of the Guarantor's obligations under this Covered Bond Guarantee in relation to such Guaranteed Amounts.
- 7.5 To the extent that the Guarantor makes, or is made on its behalf, a payment of any amount under this Covered Bond Guarantee, the Guarantor will be fully and automatically subrogated to the Beneficiaries' rights pursuant to articles 2900 *et seq.* of the Italian Civil Code.

8. TAXATION

- 8.1 Except for what provided by any applicable law, all payments in respect of Guaranteed Amounts under this Covered Bond Guarantee will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatever nature other than withholdings or deductions required to be made by applicable law. The Guarantor shall not be obliged to pay any additional amount to any Covered Bondholder on account of any withholding or deduction, regardless of any such obligation of the Issuer.
- 8.2 The Issuer shall pay all stamp, registration and similar taxes and duties (including any interest and penalties thereon or in connection therewith) to which this Agreement, the security contemplated in this Agreement or any judgment given in connection with this Agreement or such security is or at any time may be subject and shall, from time to time, indemnify the Guarantor on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax or duty.

9. ASSIGNMENT

The Parties acknowledge that the rights under the Covered Bond Guarantee (a) form an integral part of the Covered Bonds or, as the case may be, of the rights of the Other Issuer Creditors under the Relevant Contracts, (b) are of interest to a Covered Bondholder only if, to the extent that, and for so long as, it holds Covered Bonds or, as the case may be, are of interest of the

relevant Other Issuer Creditor, to the extent that, and for so long as, it is a party to the Programme, and (c) can only be transferred together with all other rights under the relevant Covered Bonds and cannot be assigned or transferred, except for the transfer of the relevant Covered Bonds or, in respect of each Other Issuer Creditor, can only be transferred together with the assignment (to the extent possible) of its rights under the Relevant Contracts to which any such Other Issuer Creditor is a party.

10. TERMINATION

This Covered Bond Guarantee shall remain in full force until one year and one day after the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with their Final Terms (disregarding for such purpose any payment of Guaranteed Amounts with respect to which any of the circumstances described under Clauses 4.4.8 and 4.6 above occurs).

11. NOTICES

Unless otherwise provided in this Covered Bond Guarantee, any communication to be made hereunder shall be made in writing and sent by registered mail with return receipt or by express courier or by facsimile transmission, to the following addresses and/or facsimile numbers:

11.1 if to the Guarantor, as follows:

POPSO COVERED BOND S.R.L.

Via Vittorio Alfieri, 1

31015 Conegliano (TV)

Italy

Fax: +390438690962

E-mail: popso.cb@finint.com

For the attention of: Consigliere Delegato

11.2 if to the Issuer, as follows:

BANCA POPOLARE DI SONDRIO S.P.A.

Piazza Garibaldi, 16

23100 Sondrio

Italy

Fax: +390342528419

E-mail: segreteria.coveredbonds@popso.it

For the attention of: Servizio Controlli direzionali, sistemi di sintesi e rapporti con l'Autorità di vigilanza

11.3 if to the Representative of the Covered Bondholders, as follows:

BANCA FINANZIARIA INTERNAZIONALE S.P.A.

Via Vittorio Alfieri 1

31015 Conegliano (TV)

Italy

Fax: +390438690962

E-mail: popso.cb@finint.com

For the kind attention of: Consigliere Delegato

or to such other address and/or fax number as one Party may communicate by 10 (ten) Business Days written notice, to the other Party from time to time in accordance with the above provisions.

- 11.4 Unless otherwise provided in this Agreement, any communication to be made or any document to be delivered hereunder shall be deemed to be duly made or delivered if sent or delivered to the addresses and/or the fax numbers set forth in Clause 11 above, and shall be deemed to have been received on the date of receipt shown either on the registered mail return receipt slip (if sent by registered mail with return receipt), on the courier's receipt (if sent by express courier), or on the date of the facsimile transmission (if sent via facsimile), as long as such date is a Business Day and it is received during business hours, otherwise, it shall be deemed to have been received on the first Business Day immediately following such facsimile transmission.
- 11.5 Any communication to be made pursuant to this Agreement shall be made either in English or Italian language together with an English translation.

12. LAW AND JURISDICTION

12.1 Governing Law

This Covered Bond Guarantee, and any non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with the laws of Italy.

12.2 Jurisdiction

The Courts of Milan are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement, its validity, construction or execution, and any non-contractual obligations arising out of, or in connection with it.

* * *

POPSO COVERED BOND S.R.L.

(in its capacity as Guarantor)

BANCA POPOLARE DI SONDRIO S.P.A.

(in its capacity as Issuer)

BANCA FINANZIARIA INTERNAZIONALE S.P.A.

(in its capacity as Representative of the Covered Bondholders)

SCHEDULE 1
FORM OF ACKNOWLEDGMENT LETTER

Banca Popolare di Sondrio S.p.A.

Piazza Garibaldi, 16

23100 Sondrio

Italy

For the kind attention of: Servizio Controlli direzionali, sistemi di sintesi e rapporti con l'Autorità di vigilanza

Banca Finanziaria Internazionale S.p.A.

Via Vittorio Alfieri 1

31015 Conegliano (TV)

Italy

For the kind attention of: Consigliere Delegato

Milan, [date]

Dear Sirs,

Re: Covered Bond Guarantee – Acknowledgement

We refer to the Programme and the covered bond guarantee agreement entered into on [●] 2014 (the "**Covered Bond Guarantee**") between ourselves as Guarantor, Banca Popolare di Sondrio S.p.A. ("**BPS**") and Banca Finanziaria Internazionale S.p.A.(the "**Representative of the Covered Bondholders**").

All capitalised terms used in this letter shall have the meaning ascribed to them under the Covered Bond Guarantee.

We hereby acknowledge benefit of the Covered Bond Guarantee in favour of [*please insert reference to the Other Issuer Creditors*] pursuant to [*insert Relevant Contracts pursuant to which new Other Issuer Creditors have become a party to the Programme*], which are deemed to be Beneficiaries for the purpose thereof.

Yours faithfully

POPSO COVERED BOND S.R.L.

SCHEDULE 2

FORM OF CONFIRMATION OF MAXIMUM GUARANTEED AMOUNT

Banca Popolare di Sondrio S.p.A.

Piazza Garibaldi, 16

23100 Sondrio

Italy

For the kind attention of: Servizio Controlli direzionali, sistemi di sintesi e rapporti con l'Autorità di vigilanza

Banca Finanziaria Internazionale S.p.A.

Via Vittorio Alfieri 1

31015 Conegliano (TV)

Italy

For the kind attention of: Consigliere Delegato

Milan, [date]

Dear Sirs,

Re: Covered Bond Guarantee – Confirmation of Maximum Guaranteed Amount

We refer to the Programme and the covered bond guarantee agreement entered into on [●] 2014 (the "**Covered Bond Guarantee**") between ourselves as Guarantor, Banca Popolare di Sondrio S.p.A. ("**BPS**") and Banca Finanziaria Internazionale S.p.A. (the "**Representative of the Covered Bondholders**").

All capitalised terms used in this letter shall have the meaning ascribed to them under the Covered Bond Guarantee.

In relation to the € [·] Series [*please include amount and reference to relevant Series*] [to be] issued on [*include date*] (the "**Relevant Series**"), we hereby confirm, with effect from the date hereof, the [increase of] [*to be included from the second issuance of Series*] Maximum Guaranteed Amount in the amount equal to € [·] [*please insert relevant amount*].

[Without prejudice for the benefit of the Covered Bond Guarantee for all Covered Bondholders of any outstanding Series of Covered Bonds and the Other Issuer Creditors already identified as such in the context of the Programme, we hereby also acknowledge benefit of the Covered Bond Guarantee in favour of the Covered Bondholders of the Relevant Series and [*please include reference to relevant Other Issuer Creditors*] in connection therewith, which are deemed to be Beneficiaries for the purpose thereof.] [*to be included from the issuance of the second Series*].

Kind regards

POPSO COVERED BOND S.R.L.

[data certa]