

Dated 21 June 2017

ASTALDI S.p.A.

and

BNP PARIBAS TRUST CORPORATION UK LIMITED

constituting

€140,000,000 4.875 per cent. Equity-Linked Notes due 2024

TRUST DEED

Linklaters

Ref: L-259317

Linklaters Studio Legale Associato

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THIS TRUST DEED is made on 21 June 2017

BETWEEN:

- (1) **ASTALDI S.p.A.** a company incorporated under the laws of the Republic of Italy and having its registered address at Via Giulio Vincenzo Bona No. 65, 00156 Rome, Italy (the "**Issuer**"); and
- (2) **BNP PARIBAS TRUST CORPORATION UK LIMITED** a company incorporated under the laws of England and Wales and having its registered address at 10 Harewood Avenue, London, NW1 6AA (the "**Trustee**", which expression includes, where the context admits, all persons for the time being the trustee or trustees of this Trust Deed).

WHEREAS

- (A) The Issuer has agreed to issue €140,000,000 4.875 per cent. Equity-Linked Notes due 2024 (the "**Notes**") which expression shall include, unless the context otherwise requires, any further Notes issued pursuant to Condition 44 (*Further Issues*) and forming a single series with the Notes).
- (B) The Notes will be issued in registered form in the denomination of €100,000 each.
- (C) The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

NOW THIS DEED WITNESSES AND IT IS HEREBY DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Trust Deed the following expressions have the following meanings:

"**Agency Agreement**" means the agreement dated on or about the date hereof between, *inter alios*, the Issuer and the Trustee appointing the initial Paying, Transfer and Conversion Agents, the Registrar and the other Agents named therein and any other agreement for the time being in force appointing Successor paying and conversion agents, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements;

"**Agents**" means the Principal Paying, Transfer and Conversion Agent and the Registrar and any other agent appointment pursuant to Clause 11 (*Changes in Agents*) of the Agency Agreement (and "**Agent**" means any of them);

"**Appointee**" means any delegate, agent, nominee or custodian appointed pursuant to the provisions of this Trust Deed;

"**Auditors**" means the auditors for the time being of the Issuer or, in the event of any of them being unable or unwilling to carry out any action requested of them pursuant to this Trust Deed, means such other firm of chartered accountants in Italy as may be nominated by the Issuer and approved in writing by the Trustee for the purpose;

"**Authorised Signatory**" means any director of the Issuer or any other person or persons notified to the Trustee by any director as being an Authorised Signatory pursuant to sub-clause 6.17 (*Authorised Signatories*);

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*;

"Conditions" means the terms and conditions to be endorsed on the Notes, in the form or substantially in the form set out in Schedule 3 and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Notes accordingly;

"Definitive Note" means a Note in definitive form and includes any replacement Note issued pursuant to Condition 40 (*Replacement of Notes*);

"Euroclear" means Euroclear Bank SA/NV;

"Event of Default" means any one of those circumstances described in Condition 10 (*Events of Default*) but (in the case of any of the events described in clauses (j) (*Failure to take action, etc*) and, in relation only to a Material Subsidiary of the Issuer, clauses (d) (*Cross-default of Issuer or Subsidiary*), (f) (*Security enforced*) or (g) (*Insolvency, etc.*) thereof) only if such event is, pursuant to the provisions of Condition 10 (*Events of Default*), certified by the Trustee to be materially prejudicial to the interests of Noteholders;

"Extraordinary Resolution" has the meaning set out in Schedule 4 (*Provisions for Meetings of Noteholders*);

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 through 1474 of the US Internal Revenue Code of 1986 (or any regulations or agreements thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement);

"Further Notes" means any further notes, bonds or debentures issued in accordance with the provisions of Clause 3 and the Conditions and constituted by a deed supplemental to this Trust Deed;

"Global Note" means the global note certificate in registered form which will evidence the Notes, substantially in the form set out in Schedule 1;

"Group" means the Issuer and its Subsidiaries taken as a whole;

"Joint Bookrunners" means Banca IMI S.p.A., BNP PARIBAS, HSBC Bank plc and UniCredit Bank AG, Milan Branch;

"Liability" means any actual loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

"Noteholder" means the several persons in whose names the Notes are registered in the Register save that, for so long as such Notes or any part thereof are represented by the Global Note deposited with and registered in the name of a common depositary for Euroclear and Clearstream, Luxembourg or, in respect of Definitive Notes held in an account with Euroclear or Clearstream, Luxembourg each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of the Notes shall be deemed to be the holder of such principal amount of such Notes (and the registered holder of the relevant Global Note shall be deemed not to be the holder) for all purposes of this Trust Deed other than with respect to the payment of principal or interest on such principal amount of such Notes, the rights to which shall be vested, as against the Issuer and the Trustee, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Notes in accordance with and subject to its terms and the provisions of this Trust Deed; and

the words “**holder**” and “**holders**” and related expressions shall (where appropriate) be construed accordingly;

“**Notes**” means the Original Notes and/or as the context may require any Further Notes, except that in Schedules 1 and 2 “Notes” means the Original Notes;

“**Original Noteholders**” means the holders for the time being of Original Notes;

“**Original Notes**” means the Notes in registered form comprising the €140,000,000 4.875 per cent Equity-Linked Notes due 2024 of the Issuer hereby constituted or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Notes issued pursuant to Condition 40 (*Replacement of Notes*) and (except for the purposes of Condition 44 (*Further Issues*)) the Global Note representing the Notes;

“**outstanding**” means, in relation to the Notes, all the Notes other than:

- (a) those which have been redeemed in accordance with this Trust Deed;
- (b) those Notes in respect of which Settlement Rights or, as the case may be, Conversion Rights have been exercised and all of the obligations of the Issuer to pay cash and/or issue and/or deliver Shares have been performed in relation thereto;
- (c) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including all interest accrued thereon to such date for redemption) have been duly paid to the Trustee or the Principal Paying, Transfer and Conversion Agent in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 45 (*Notices*)) and remain available for payment in accordance with the Conditions;
- (d) those which have been purchased and surrendered for cancellation as provided in Condition 7(k) (*Redemption and Purchase - Cancellation*) and notice of the cancellation of which has been given to the Trustee;
- (e) those in respect of which claims for principal which have become void under Condition 39 (*Prescription*);
- (f) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 40 (*Replacement of Notes*);
- (g) (for the purpose only of ascertaining the amount of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 40 (*Replacement of Notes*);
- (h) any Global Note to the extent that it shall have been exchanged for Definitive Notes pursuant to its provisions;

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Noteholders;
- (ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Clauses 8.1 (*Legal Proceedings*) and 7.1 (*Waiver*), Condition 5 (*Undertakings*), Condition 7(d) (*Redemption and Purchase - Redemption at the Option of the Issuer*), Condition 10 (*Events of*

Default), Condition 42 (*Meetings of Noteholders; Modification and Waiver*) and Condition 43 (*Enforcement*) and Schedule 4 (paragraphs 5 (*Convening of Meetings*) and 8 (*Quorum*));

- (iii) any discretion, power or authority, whether contained in this Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the Noteholders or any of them; and
- (iv) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders,

those Notes (if any) which are for the time being held by any person (including but not limited to the Issuer or any Subsidiary) for the benefit of the Issuer or any Subsidiary shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"Paying, Transfer and Conversion Agents" means the several institutions (including, where the context permits, the Principal Paying, Transfer and Conversion Agent) at their respective Specified Offices initially appointed pursuant to the Agency Agreement and/or, if applicable, any Successor paying, transfer and conversion agents, at their respective Specified Offices;

"Potential Event of Default" means an event or circumstance which could, with the giving of notice, lapse of time, the issuing of a certificate and/or fulfilment of any other requirement provided for in Condition 10 (*Events of Default*) become an Event of Default;

"Principal Paying, Transfer and Conversion Agent" means the institution at its Specified Office initially appointed as principal paying, transfer and conversion agent pursuant to the Agency Agreement or, if applicable, any Successor principal paying, transfer and conversion agent at its Specified Office;

"Register" has the meaning specified in Condition 4(a) (*Registration and Transfer of Notes – Registration*);

"Registrar" means BNP Paribas Securities Services, Luxembourg Branch at its specified office, in its capacity as Registrar and any Successor Registrar;

"Repay" shall include **"redeem"** and vice versa and **"repaid"**, **"repayable"**, **"repayment"**, **"redeemed"**, **"redeemable"** and **"redemption"** shall be construed accordingly;

"Specified Office" means, in relation to any Paying, Transfer and Conversion Agent, either the office identified with its name in the Conditions or any other office notified to any relevant parties pursuant to the Agency Agreement;

"Subscription Agreement" means the agreement dated 14 June 2017 between, *inter alios*, the Issuer and the Joint Bookrunners relating to the issue and subscription of the Notes;

"Successor" means, in relation to the Principal Paying Transfer and Conversion Agent, the other Paying Transfer and Conversion Agents and the Registrar, any successor to any one or more of them in relation to the Notes which shall become such pursuant to the provisions of this Trust Deed, the Agency Agreement and/or such other or further Principal Paying, Transfer and Conversion Agent and/or Paying, Transfer and Conversion Agents (as the case may be) in relation to such Notes as may (with the prior approval of, and on terms previously approved by, the Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the former case being within the same place as those for which they are substituted) as may from time to time be nominated, in each case by the Issuer, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may

be) notice of whose appointment or, as the case may be, nomination has been given to the relevant Noteholders in accordance with Condition 45 (*Notices*);

"the Stock Exchange" means the Third Market (MTF) of the Vienna Stock Exchange or such other stock exchange, securities exchange, other trading and/or quotation system or any relevant authority on which the Notes are for the time being quoted or listed;

"this Trust Deed" means this Trust Deed and the Schedules (as from time to time modified in accordance with the provisions contained herein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto;

"Trustee Acts" means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales;

"US Internal Revenue Code" shall mean section 1471(b) of the US Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 through 1474 of the US Internal Revenue Code of 1986 (or any regulations or agreements thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement); and

"Written Resolution" has the meaning set out in Schedule 4 (*Provisions for Meetings of Noteholders*).

1.2 Principles of interpretation

In this Trust Deed references to:

- 1.2.1 *Statutory modification*: a provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- 1.2.2 *Additional amounts*: references to principal, interest or other amounts in respect of the Notes or to monies payable by the Issuer under this Trust Deed shall be deemed also to include references to any additional amounts which may be payable under Condition 9 (*Taxation*);
- 1.2.3 *Tax*: costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof;
- 1.2.4 **"euro"** or **"€"** means the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended;
- 1.2.5 *Enforcement of rights*: an action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than England, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdictions as shall most nearly approximate thereto;
- 1.2.6 *Clauses and Schedules*: a Schedule or a Clause or sub-clause, paragraph or sub-paragraph is, unless otherwise stated, to a schedule hereto or a clause or sub-clause, paragraph or sub-paragraph hereof respectively;
- 1.2.7 *Principal*: principal shall, when applicable, include premium;

- 1.2.8 *Clearing systems:* Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system approved by the Issuer and the Trustee;
- 1.2.9 *Trust Corporation:* a trust corporation denotes a corporation entitled by rules made under the Public Trustee Act 1906 to act as a custodian trustee or entitled pursuant to any other legislation applicable to a trustee in any jurisdiction other than England to act as trustee and carry on trust business under the laws of the country of its incorporation; and
- 1.2.10 *Gender:* words denoting the masculine gender shall include the feminine gender also, words denoting persons only shall include companies, corporations and partnerships and words importing the singular number only shall include the plural and in each case *vice versa*.

1.3 The Conditions

In this Trust Deed, unless the context requires or the same are otherwise defined, words and expressions defined in the Conditions and not otherwise defined herein shall have the same meaning in this Trust Deed.

1.4 Headings

The headings and sub-headings are for ease of reference only and shall not affect the construction of this Trust Deed.

1.5 The Schedules

The schedules are part of this Trust Deed and shall have effect accordingly.

2. COVENANT TO REPAY

2.1 Covenant to Repay

The Issuer covenants with the Trustee that it will, as and when the Notes or any of them become due to be redeemed or any principal on the Notes or any of them becomes due to be repaid in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in euro in a city in which banks have access to the TARGET2 System in immediately available freely transferable funds the principal amount of the Notes or any of them becoming due for redemption or repayment on that date and shall (subject to the provisions of the Conditions) until all such payments (both before and after judgment or other order) are duly made unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid on the dates provided for in the Conditions interest on the principal amount of the Notes or any of them outstanding from time to time as set out in the Conditions *provided that:*

- 2.1.1 every payment of principal or interest in respect of the Notes or any of them made to the Principal Paying, Transfer and Conversion Agent in the manner provided in the Agency Agreement shall satisfy, to the extent of such payment, the relevant covenant by the Issuer contained in this Clause except to the extent that there is default in the subsequent payment thereof to the Noteholders in accordance with the Conditions;
- 2.1.2 if any payment of principal or interest in respect of the Notes or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the Noteholders or, if earlier, the fourth day after notice has been given to the Noteholders in accordance with the Conditions that the full amount has been received by the Principal Paying, Transfer and Conversion Agent or the Trustee except, in the case of payment to the Principal Paying, Transfer and

Conversion Agent, to the extent that there is failure in the subsequent payment to the Noteholders under the Conditions; and

- 2.1.3 in any case where payment of the whole or any part of the principal amount due in respect of any Note is improperly withheld or refused upon due presentation (if so provided for in the Conditions) of the Note, interest shall accrue on the whole or such part of such principal amount from the date of such withholding or refusal until the date either on which such principal amount due is paid to the Noteholders or, if earlier, the fourth day after which notice is given to the Noteholders in accordance with the Conditions that the full amount payable in respect of the said principal amount is available for collection by the Noteholders provided that on further due presentation thereof (if so provided for in the Conditions) such payment is in fact made.

The Trustee will hold the benefit of this covenant and the covenant in Clause 5 (*Covenant to comply with Trust Deed and Schedules*) on trust for the Noteholders.

Subject to Clause 2.2 (*Following an Event of Default*), any payment to be made in respect of the Notes by the Issuer or the Trustee may be made as provided in the Conditions and any payment so made will (subject to Clause 2.2) to that extent be a good discharge to the Issuer or the Trustee, as the case may be.

2.2 Following an Event of Default

At any time after any Event of Default shall have occurred, the Trustee may:

- 2.2.1 by notice in writing to the Issuer, the Principal Paying, Transfer and Conversion Agent and the other Paying, Transfer and Conversion Agents require the Principal Paying, Transfer and Conversion Agent and the other Paying, Transfer and Conversion Agents or any of them:
- (a) to act thereafter, until otherwise instructed by the Trustee, as Paying, Transfer and Conversion Agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying, Transfer and Conversion Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Notes and all sums, documents and records held by them in respect of Notes on behalf of the Trustee; and/or
 - (b) to deliver up all Notes and all sums, documents and records held by them in respect of Notes to the Trustee or as the Trustee shall direct in such notice *provided that* such notice shall be deemed not to apply to any document or record which the relevant Paying, Transfer and Conversion Agent is obliged not to release by any law or regulation; and
- 2.2.2 by notice in writing to the Issuer require it to make all subsequent payments in respect of Notes to or to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn, sub-clause 2.1.1 to Clause 2.1 (*Covenant to Repay*) and (so far as it concerns payments by the Issuer) Clause 9.4 (*Payment to Noteholders*) shall cease to have effect.

3. FURTHER ISSUES

3.1 Liberty to Create

The Issuer may from time to time without the consent of the Noteholders create and issue Further Notes, bonds or debentures having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Notes) (or in all respects except for the amount and due date for the first payment of interest thereon and the first date on which Settlement Rights and/or Conversion Rights may be exercised) and so that the same shall be consolidated and form a single series with the outstanding notes, bonds or debentures or any series (including the Notes) or upon such terms as to interest, conversion premium, redemption and otherwise as the Issuer may determine at the time of their issue.

3.2 Means of Constitution

Any Further Notes created and issued pursuant to the provisions of Clause 3.1 above forming a single series with the Original Notes or Further Notes of any series constituted by this Trust Deed or any deed supplemental to this Trust Deed, and any other Notes of any series created and issued pursuant to the provisions of Clause 3.1 above may, with the consent of the Trustee, be constituted by a deed supplemental to this Trust Deed. The Issuer shall prior to the issue of any Further Notes to be so constituted execute and deliver to the Trustee a deed supplemental to this Trust Deed (in relation to which all applicable stamp duties or other documentation fees, duties or taxes have been paid and if applicable duly stamped or denoted) and containing covenants by the Issuer in the form mutatis mutandis of Clause 2.1 (*Covenant to Repay*) of this Trust Deed in relation to the principal amount and interest in respect of such Further Notes and such other provisions (corresponding to any of the provisions contained in this Trust Deed) as the Trustee shall require including making any consequential amendments to this Trust Deed as the Trustee shall require in order to give effect to such issue of Further Notes.

3.3 Noting of Supplemental Deeds

A memorandum of every such supplemental deed shall be endorsed by the Trustee on this Trust Deed and by the Issuer on the duplicate(s) of this Trust Deed.

3.4 Notice of Further Issues

Whenever it is proposed to create and issue any Further Notes, the Issuer shall give to the Trustee not less than seven days' notice in writing of its intention to do so, stating the amount of Further Notes proposed to be created or issued.

3.5 Unless the Trustee otherwise directs, Schedule 4 (*Provisions for Meetings of Noteholders*) shall apply equally to Noteholders and to holders of any Further Notes or bonds issued pursuant to the provisions hereof and Condition 44 (*Further Issues*) as if references in it to "Notes" and "Noteholders" were also to such Further Notes or bonds and their holders, respectively.

4. FORM AND ISSUE OF NOTES

4.1 Global Note

4.1.1 The Notes will be represented by the Global Note in the principal amount of €140,000,000, which the Issuer shall issue to, and register in the name of a common depositary for Euroclear and Clearstream, Luxembourg on terms that such common depositary shall hold the same for the account of the persons who would otherwise be entitled to receive the Definitive Notes and the successors in title to such persons as appear in the records of Euroclear and Clearstream, Luxembourg for the time

being. The Issuer shall procure that appropriate entries be made in the Register by the Registrar to reflect the issue of such Notes.

- 4.1.2 The Global Note shall be exchangeable in limited circumstances, in accordance with its terms, for Definitive Notes.

4.2 The Definitive Notes

The Definitive Notes will be security printed in accordance with applicable legal and stock exchange requirements substantially in the form set out in Schedule 2 (*Form of Definitive Note*). The Notes will be endorsed with the Conditions.

4.3 Signature

The Global Note and the Notes will be signed manually or in facsimile by a duly authorised person designated by the Issuer and, in the case of the Global Note and the Notes will be authenticated manually by or on behalf of the Principal Paying, Transfer and Conversion Agent. The Issuer may use the facsimile signature of a person who at the date of this Trust Deed is such a duly authorised person even if at the time of issue of any Notes he no longer holds that office. Notes so executed and authenticated will be binding and valid obligations of the Issuer.

5. COVENANT TO COMPLY WITH TRUST DEED AND SCHEDULES

The Issuer hereby covenants with the Trustee to comply with those provisions of this Trust Deed and the Conditions which are expressed to be binding on it and to perform and observe the same. The Notes are subject to the provisions contained in this Trust Deed, all of which shall be binding upon the Issuer, the Noteholders and all persons claiming through or under them respectively.

6. COVENANTS BY THE ISSUER

The Issuer hereby covenants with the Trustee that, so long as any of the Notes remain outstanding, and to the extent permitted by applicable law, it will:

6.1 Books of account

At all times keep and procure that all its Material Subsidiaries keep such books of account as may be necessary to comply with all applicable laws and so as to enable the financial statements of the Issuer to be prepared and, provided that the Trustee has given the Issuer one Exchange Business Day's notice, allow the Trustee and any person appointed by it free access to the same at all reasonable times and to discuss the same with responsible officers of the Issuer;

6.2 Event of Default

Give notice in writing to the Trustee forthwith upon becoming aware of any Event of Default or Potential Event of Default and without waiting for the Trustee to take any further action;

6.3 Certificate of Compliance

Provide to the Trustee within 10 days of any request by the Trustee and at the time of the despatch to the Trustee of its annual balance sheet and profit and loss account, and in any event not later than 180 days after the end of its financial year, a certificate in the English language (substantially in the form set out in Schedule 4 hereto), signed by an Authorised Signatory of the Issuer, certifying that up to a specified date not earlier than seven days prior to the date of such certificate (the "**Certified Date**") the Issuer, as the case may be has complied with its obligations under this Trust Deed (or, if such is not the case, giving details of

the circumstances of such non-compliance) and that as at such date there did not exist nor had there existed at any time prior thereto since the Certified Date in respect of the previous such certificate (or, in the case of the first such certificate, since the date of this Trust Deed) any Event of Default or Potential Event of Default or other matter which would affect the Issuer's ability to perform its obligations under this Trust Deed or (if such is not the case) specifying the same;

6.4 Accounts in relation to Material Subsidiaries

Ensure that such accounts are prepared as may be necessary to determine which subsidiaries are Material Subsidiaries and prepare and deliver to the Trustee within 30 days after the approval of every audited consolidated balance sheet of the Issuer and on the same date a certificate or report specifying the Material Subsidiaries at the date of such balance sheet and the Trustee may conclusively rely on the most recent report that it has received notwithstanding any actual changes to the identity of the Material Subsidiaries unless notified of such changes by the Issuer;

6.5 Certificate relating to Minimum Asset Requirement

Give to the Trustee, within 30 days of approval by the Issuer of (i) the annual consolidated financial statements and (ii) the consolidated financial statements for the six month period, a certificate by the Auditors certifying that the Issuer as at the date of such financial statements was in compliance with the Minimum Asset Requirement.

6.6 Financial statements

Send to the Trustee and to the Principal Paying, Transfer and Conversion Agent (if the same are produced) as soon as practicable after their date of publication and in the case of annual financial statements in any event not more than 90 days after such date, a copy in the English language of the Issuer's annual balance sheet and profit and loss account and of every balance sheet, profit and loss account, report or other notice, statement or circular issued (or which under any legal or contractual obligation should be issued) to the members or holders of debentures or creditors (or any class of them) of the Issuer in their capacity as such at the time of the actual (or legally or contractually required) issue or publication thereof and procure that the same are made available for inspection by Noteholders at the Specified Offices of the Paying, Transfer and Conversion Agents as soon as practicable thereafter;

6.7 Information

So far as permitted by applicable law, at all times give to the Trustee such information, opinions, certificates and other evidence as it shall require and in such form as it shall require (including, without limitation, the certificates called for by the Trustee pursuant to Clause 6.3 (*Certificate of Compliance*) for the performance of its functions;

6.8 Notes held by Issuer

Send to the Trustee forthwith upon being so requested in writing by the Trustee a certificate of the Issuer (signed on its behalf by an Authorised Signatory) setting out the total number of Notes which at the date of such certificate are held by or for the benefit of the Issuer or any Subsidiary;

6.9 Execution of further Documents

So far as permitted by applicable law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of this Trust Deed;

6.10 Notices to Noteholders

Send or procure to be sent to the Trustee not less than three days prior to the date of publication, for the Trustee's approval, one copy of each notice to be given to the Noteholders in accordance with the Conditions and not publish such notice without such approval and, upon publication, send to the Trustee two copies of such notice (such approval, unless so expressed, not to constitute approval of such notice for the purpose of Section 21 of the Financial Services and Markets Act 2000);

6.11 Notification of non-payment

Use its best endeavours to procure that the Principal Paying, Transfer and Conversion Agent notifies the Trustee forthwith in the event that it does not, on or before the due date for payment in respect of the Notes or any of them, receive unconditionally the full amount in the relevant currency of the moneys payable on such due date on all such Notes;

6.12 Notification of late payment

In the event of the unconditional payment to the Principal Paying, Transfer and Conversion Agent or the Trustee of any sum due in respect of the Notes or any of them being made after the due date for payment thereof, forthwith give notice to the Noteholders that such payment has been made;

6.13 Notification of redemption or repayment

Not less than the number of days specified in the relevant Condition prior to the redemption or repayment date in respect of any Note, give to the Trustee notice in writing of the amount of such redemption or repayment pursuant to the Conditions;

6.14 Optional redemption

If the Issuer gives notice to the Trustee that it intends to redeem the Notes pursuant to Condition 7(d) (*Redemption at the Option of the Issuer*) or Condition 7(e) (*Redemption at the option of the Issuer following non-passing of the Shareholder Resolutions*) the Issuer shall, prior to giving such notice to the Noteholders, provide such information to the Trustee as the Trustee requires in order to satisfy itself of the matters referred to in such Condition;

6.15 Obligations of Paying, Transfer and Conversion Agents

Observe and comply with its obligations and use all reasonable endeavours to procure that the Paying, Transfer and Conversion Agents observe and comply with all their obligations under the Agency Agreement and notify the Trustee immediately it becomes aware of any material breach of such obligations, or failure by a Paying, Transfer and Conversion Agent to comply with such obligations, in relation to the Notes;

6.16 Listing

At all times use all reasonable endeavours to maintain the listing of the Notes on the Stock Exchange or, if it is unable to do so having used all reasonable endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly burdensome or impractical, use reasonable endeavours to obtain and maintain a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets as the Issuer may (with the approval of the Trustee) decide and give notice of the identity of such other stock exchange or exchanges or securities market or markets to the Noteholders;

6.17 Authorised Signatories

Upon the execution hereof and thereafter forthwith upon any change of the same, deliver to the Trustee (with a copy to the Principal Paying, Transfer and Conversion Agent) a list of the Authorised Signatories of the Issuer or, as the case may be, together with certified specimen signatures of the same;

6.18 Payments

Pay moneys payable by it to the Trustee hereunder without set off, counterclaim, deduction or withholding, unless otherwise compelled by law and in the event of any deduction or withholding compelled by law will pay such additional amount as will result in the payment to the Trustee of the amount which would otherwise have been payable by it to the Trustee hereunder;

6.19 Notice of the start of the Conversion Period

If a Physical Settlement Notice has been given, give notice to the Trustee and the Noteholders in accordance with the Conditions reminding Noteholders of the Conversion Right arising from the Physical Settlement Date.

6.20 Notice of early redemption

On giving notice to redeem the Notes pursuant to Condition 7(b) (*Redemption for tax reasons*), 7(d) (*Redemption at the Option of the Issuer*) or Condition 7(e) (*Redemption at the option of the Issuer following non-passing of the Shareholder Resolutions*) give notice to the Trustee and Noteholders in accordance with the Conditions (which shall include the date on which the Conversion Period shall expire);

6.21 Notice of Change of Control Event or Free Float Event

Upon the occurrence of a Change of Control Event or a Free Float Event, give notice to the Trustee and the Noteholders in accordance with the Conditions;

6.22 Notice of Conversion Price adjustment

As soon as practicable after the happening of any event as a result of which the Conversion Price will be adjusted pursuant to this Trust Deed and the Conditions, give notice to the Trustee and the Noteholders in accordance with the Conditions advising them of the date on which the relevant adjustment of the Conversion Price is likely to become effective and of the effect of exercising their Conversion Rights pending such date; and

6.23 Authorised Signatory's Certificate

Upon the happening of an event as a result of which the Conversion Price will be adjusted pursuant to this Trust Deed and the Conditions as soon as reasonably practicable deliver to the Trustee a certificate signed by an Authorised Signatory of the Issuer on behalf of the Issuer setting forth brief particulars of the event, and the adjusted Conversion Price and the date on which such adjustment takes effect and in any case setting forth such other particulars and information as the Trustee may reasonably require.

7. AMENDMENTS AND SUBSTITUTION

7.1 Waiver

The Trustee may, without any consent or sanction of the Noteholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders shall not be

materially prejudiced thereby, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any breach or proposed breach of any of the covenants or provisions contained in this Trust Deed or the Notes or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of this Trust Deed; any such authorisation, waiver or determination shall be binding on the Noteholders and the Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders as soon as practicable thereafter in accordance with the Condition relating thereto; *provided that* the Trustee shall not exercise any powers conferred upon it by this Clause 7.1 in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the holders of not less than 25 per cent. in aggregate principal amount of the Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 4.

7.2 Modifications

The Trustee may from time to time and at any time without any consent or sanction of the Noteholders concur with the Issuer in making (a) any modification to this Trust Deed (other than in respect of Reserved Matters as specified and defined in Schedule 4 or any provision of this Trust Deed referred to in that specification or other matters pursuant to Article 2415, paragraph 1 of the Italian Civil Code) or the Conditions which in the opinion of the Trustee it may be proper to make provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders or (b) any modification to this Trust Deed or the Conditions if in the opinion of the Trustee such modification is of a formal, minor or technical nature or made to correct a manifest error. Any such modification shall be binding on the Noteholders and the Issuer shall cause such modification to be notified to the Noteholders as soon as practicable thereafter in accordance with the Conditions.

7.3 Substitution

7.3.1 *Procedure:* The Trustee may, without the consent of the Noteholders, agree to the substitution, in place of the Issuer's successor, transferee or assignee or any subsidiary of the Issuer or its successor, transferee or assignee in place of the Issuer or of any previous substituted company (hereinafter called the "**Substituted Obligor**") as the principal debtor hereunder if:

- (a) a trust deed is executed or some other written form of undertaking is given by the Substituted Obligor to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by the terms of this Trust Deed, the Agency Agreement, the Notes with any consequential amendments which the Trustee may deem appropriate, as fully as if the Substituted Obligor had been named in this Trust Deed and the Agency Agreement and on the Notes as the principal debtor in place of the Issuer (or of any previous substitute under this Clause 7.3);
- (b) the Issuer and the Substituted Obligor execute such other deeds, documents and instruments (if any) as the Trustee may require in order that the substitution is fully effective in relation to the obligations of the Substituted Obligor and comply with such other requirements as the Trustee may direct in the interests of the Noteholders; and
- (c) the Trustee is satisfied that (a) the Substituted Obligor has obtained all governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor in respect of the Notes in place of the Issuer (or such previous substitute as aforesaid), and (b) such approvals and consents are at the time of substitution in full force and effect;

- 7.3.2 *Change of law:* In connection with any proposed substitution of the Issuer or any previous substitute, the Trustee may, in its absolute discretion and without the consent of the Noteholders agree to a change of the law from time to time governing the Notes and this Trust Deed provided that such change of law, in the opinion of the Trustee, would not be materially prejudicial to the interests of the Noteholders;
- 7.3.3 *Extra duties:* The Trustee shall be entitled to refuse to approve any Substituted Obligor if, pursuant to the law of the country of incorporation of the Substituted Obligor, the assumption by the Substituted Obligor of its obligations hereunder imposes responsibilities on the Trustee over and above those which have been assumed under this Trust Deed;
- 7.3.4 *Directors' certification:* If any two directors of the Substituted Obligor certify that immediately prior to the assumption of its obligations as Substituted Obligor under this Trust Deed the Substituted Obligor is solvent after taking account of all prospective and contingent liabilities resulting from its becoming the Substituted Obligor, the Trustee need not have regard to the financial condition, profits or prospects of the Substituted Obligor or compare the same with those of the Issuer (or of any previous substitute under this sub-clause);
- 7.3.5 *Interests of Noteholders:* In connection with any proposed substitution, the Trustee shall not have regard to, or be in any way liable for, the consequences of such substitution for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. No Noteholder shall, in connection with any such substitution, be entitled to claim from the Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders;
- 7.3.6 *Release of Issuer:* Any such agreement by the Trustee pursuant to sub-clause 7.3.1 (*Substitution Procedure*) shall, if so expressed, operate to release the Issuer (or such previous substitute as aforesaid) from any or all of its obligations as principal debtor under the Notes and this Trust Deed. Not later than fourteen days after the execution of any such documents as aforesaid and after compliance with the said requirements of the Trustee, the Substituted Obligor shall cause notice thereof to be given to the Noteholders; and
- 7.3.7 *Completion of Substitution:* Upon the execution of such documents and compliance with the said requirements, the Substituted Obligor shall be deemed to be named in this Trust Deed and the Notes as the principal debtor in place of the Issuer (or of any previous substitute under this sub-clause) and this Trust Deed, the Notes and the Agency Agreement shall thereupon be deemed to be amended in such manner as shall be necessary to give effect to the substitution and without prejudice to the generality of the foregoing any references in this Trust Deed, in the Notes or in the Agency Agreement to the Issuer shall be deemed to be references to the Substituted Obligor.

8. ENFORCEMENT

8.1 Legal Proceedings

The Trustee may at any time, at its discretion and without further notice, institute such steps, actions or proceedings against the Issuer as it may think fit to recover any amounts due in respect of the Notes which are unpaid or to enforce any of its rights under this Trust Deed or the Conditions but it shall not be bound to take any such steps, actions or proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in principal amount of the outstanding Notes and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith and provided that the Trustee shall not be held liable for the consequence of taking any such

action and may take such action without having regard to the effect of such action on individual Noteholders. Only the Trustee may enforce the provisions of the Notes or this Trust Deed and no Noteholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

8.2 Evidence of Default

If the Trustee (or any Noteholder where entitled under this Trust Deed so to do) makes any claim, institutes any legal proceeding or lodges any proof in a winding-up or insolvency of the Issuer under this Trust Deed or under the Notes, proof therein that as regards any specified Note the Issuer has made default in paying any principal due in respect of such Note shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Notes in respect of which a corresponding payment is then due and for the purposes of this Clause 8.2 a payment shall be a "corresponding" payment notwithstanding that it is due in respect of a Note of a different denomination from that in respect of the above specified Note.

9. APPLICATION OF MONEYS

9.1 Application of Moneys

All moneys received by the Trustee in respect of the Notes or amounts payable under this Trust Deed will despite any appropriation of all or part of them by the Issuer (including any moneys which represent principal or interest in respect of Notes which have become void under the Conditions) be held by the Trustee on trust to apply them (subject to Clause 9.2 (*Investment of Moneys*)):

9.1.1 first, in payment or satisfaction of the costs, charges, expenses and liabilities incurred by the Trustee or any of its Appointees in the preparation and execution of the trusts of this Trust Deed (including remuneration of the Trustee);

9.1.2 secondly, in or towards payment *pari passu* and rateably of all arrears of interest remaining unpaid in respect of the Notes and all principal moneys due on or in respect of the Notes; and

9.1.3 thirdly, the balance (if any) in payment to the Issuer.

9.2 Investment of Moneys

If the amount of the moneys paid by the Issuer in partial discharge of its obligations under the Notes and the Trust Deed and at any time available for payment of principal and interest in respect of the Notes under Clause 9.1 (*Application of Moneys*) shall be less than a sum sufficient to pay at least one-tenth of the principal amount of the Notes then outstanding, the Trustee may, at its discretion, invest such moneys upon some or one of the investments hereinafter authorised with power from time to time, with like discretion, to vary such investments; and such investment with the resulting income thereof may be accumulated until the accumulations together with any other funds for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay at least one-tenth of the principal amount of the Notes then outstanding and such accumulation and funds (after deduction of any taxes and any other deductibles applicable thereto) shall then be applied in the manner aforesaid. The Trustee (and for the avoidance of doubt the Issuer) will not be liable for losses sustained in exercising its discretion.

9.3 Authorised Investments

Any moneys which under this Trust Deed may be invested by the Trustee may be invested in the name or under the control of the Trustee in any of the investments for the time being authorised by English law for the investment by trustees of trust moneys or in any other

investments, whether similar to those aforesaid or not, which may be selected by the Trustee or by placing the same on deposit in the name or under the control of the Trustee with such bank or other financial institution as the Trustee may think fit and in such currency as the Trustee in its absolute discretion may determine and the Trustee may at any time vary or transfer any of such investments for or into other such investments or convert any moneys so deposited into any other currency and shall not be responsible for any Liability occasioned by reason of any such investments or such deposit whether by depreciation in value, fluctuation in exchange rates or otherwise.

9.4 Payment to Noteholders

The Trustee shall give notice to the Noteholders in accordance with the Conditions of the date fixed for any payment under Clause 9.1 (*Application of Moneys*). Any payment to be made in respect of the Notes by the Issuer or the Trustee may be made in the manner provided in the Conditions, the Agency Agreement and this Trust Deed and any payment so made shall be a good discharge to the extent of such payment, by the Issuer or the Trustee, as the case may be.

9.5 Production of Notes

Upon any payment under Clause 9.4 (*Payment to Noteholders*) of principal or interest, the Note in respect of which such payment is made shall, if the Trustee so requires, be produced to the Trustee or the Paying, Transfer and Conversion Agent by or through whom such payment is made and the Trustee shall, in the case of part payment, enface or cause such Paying, Transfer and Conversion Agent to enface a memorandum of the amount and date of payment thereon but the Trustee may in any particular case dispense with such production and enfacement upon indemnity given as it shall think sufficient or, in the case of payment in full, shall cause such Note to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation.

10. TERMS OF APPOINTMENT

By way of supplement to the Trustee Acts, it is expressly declared as follows:

10.1 Reliance on Information

10.1.1 *Advice*: The Trustee may, at the expense of the Issuer, in relation to this Trust Deed act on the opinion or advice of or a certificate or any information obtained (whether or not addressed to the Trustee) from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Trustee, the Issuer, any Subsidiary or any Agent) and which advice or opinion may be provided on such terms (including as to limitations on liability) as the Trustee may consider in its sole discretion to be consistent with prevailing market practice with regard to advice or opinions of that nature and shall not be responsible for any Liability occasioned by so acting (notwithstanding that such opinion, advice or information may contain a cap or other limitation (monetary or otherwise) on the Liability of any party); any such opinion, advice, certificate or information may be sent or obtained by letter, email, telegram, telex, cablegram or facsimile transmission and the Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;

10.1.2 *Certificate of a director or an Authorised Signatory*: the Trustee may call for and shall be at liberty to accept and rely upon a certificate signed by a director and/or an Authorised Signatory (as applicable) of the Issuer or other person duly authorised on their behalf as to any fact or matter *prima facie* within the knowledge of the Issuer, as sufficient evidence thereof and a like certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying, expedient as sufficient evidence that it is expedient and the Trustee shall not be

bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do;

- 10.1.3 *Certificate of Auditors:* a certificate of the Auditors that in their opinion a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Trustee and all Noteholders, provided that this provision does not imply any obligation of the Issuer to procure any certificate from the Auditors with reference to a date which is different from the date of approval of every annual or semi-annual consolidated financial statements of the Issuer;
- 10.1.4 *Resolution or direction of Noteholders:* the Trustee shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any meeting of the Noteholders in respect whereof minutes have been made and signed or a direction of a specified percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the making of the directions was not valid or binding upon the Noteholders;
- 10.1.5 *Reliance on certification of clearing system:* the Trustee may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to the Issuer or any Noteholder by reason only of either having accepted as valid or not having rejected an original certificate or letter of confirmation purporting to be signed on behalf of Euroclear, Clearstream, Luxembourg or any other relevant clearing system in relation to any matter;
- 10.1.6 *Noteholders as a class:* whenever in this Trust Deed the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, it shall have regard to the interests of the Noteholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or be liable for any local taxes imposed;
- 10.1.7 *Trustee not responsible for investigations:* the Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Trust Deed, the Notes, or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof;
- 10.1.8 *No obligation to monitor:* the Trustee shall be under no obligation to monitor or supervise the functions of any other person under the Notes or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each such person is properly performing and complying with its obligations;
- 10.1.9 *Notes held by the Issuer:* in the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate of the Issuer under sub-clause 6.8 (*Notes held by Issuer*)), that no Notes are for the time being held by or for the benefit of the Issuer or its Subsidiaries;
- 10.1.10 *Forged Notes:* the Trustee shall not be liable to the Issuer or any Noteholder by reason of having accepted as valid or not having rejected any Note as such and subsequently found to be forged or not authentic;

- 10.1.11 *Events of Default*: the Trustee shall not be bound to give notice to any person of the execution of this Trust Deed or to take any steps to ascertain whether any Event of Default or Potential Event of Default has happened and, until it shall have actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume that no such Event of Default or Potential Event of Default has happened and that the Issuer is observing and performing all the obligations on its part contained in the Notes and under this Trust Deed and no event has happened as a consequence of which any of the Notes may become repayable;
- 10.1.12 *The Shares*: The Trustee shall not at any time be under any duty or responsibility in respect of the validity or value (or the kind or amount) of any Shares or of any other securities or cash, which may at any time be made available or delivered upon the exercise of any Conversion Right; and it makes no representation with respect thereto. The Trustee shall not be responsible for any failure of the Issuer to make available or deliver any Shares or to make any payment upon the exercise of any Conversion Right;
- 10.1.13 *No Liability as a result of the delivery of a certificate*: the Trustee shall have no Liability whatsoever for any loss, cost, damages or expenses directly or indirectly suffered or incurred by the Issuer, any Noteholder or any other person as a result of the delivery by the Trustee to the Issuer of a certificate as to material prejudice pursuant to Condition 10 (*Events of Default*) on the basis of an opinion formed by it in good faith;
- 10.1.14 *Trustee entitled to assume no Change of Control Event or Free Float Event*: Unless otherwise informed in writing by the Issuer, the Trustee shall be entitled to assume that no Change of Control Event or Free Float Event has occurred and shall incur no liability to any person for so doing;
- 10.1.15 *Trustee not liable for determinations by an Independent Financial Adviser*: The Trustee shall be entitled to rely without enquiry on any determination, advice, certification or information given by an Independent Financial Adviser appointed pursuant to the Conditions or this Trust Deed, and shall incur no liability to any person for so doing;
- 10.1.16 *Right to Deduct or Withhold*: notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed and shall account to the relevant authorities within the time allowed for the amount so deducted or withheld. The Trustee shall be entitled to deduct FATCA Withholding Tax if required to do so and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax;

10.1.17 *Legal Opinions*: the Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Notes or for checking or commenting upon the content of any such legal opinion;

10.1.18 *Trustee not Responsible*: the Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto and shall not be liable for any failure to obtain or maintain any rating of Notes (where required), any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto. In addition the Trustee shall not be responsible for the effect of the exercise of any of its powers, duties and discretions hereunder; and

10.1.19 *Illegality*: No provision of this Trust Deed shall require the Trustee or the Issuer to do anything which may be illegal or contrary to applicable law or regulation.

10.2 Trustee's powers and duties

10.2.1 *Trustee's determination*: The Trustee may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of this Trust Deed or contained in the Notes is capable of remedy and/or materially prejudicial to the interests of the Noteholders and if the Trustee shall certify that any such default is, in its opinion, not capable of remedy and/or materially prejudicial to the interests of the Noteholders, such certificate shall be conclusive and binding upon the Issuer and the Noteholders;

10.2.2 *Determination of questions*: the Trustee as between itself and the Noteholders shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee, the Noteholders;

10.2.3 *Trustee's discretion*: the Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof but whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or prefunded and/or provided with security to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing;

10.2.4 *Trustee's consent*: any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require and sees fit;

10.2.5 *Conversion of currency*: where it is necessary or desirable for any purpose in connection with this Trust Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Trust Deed or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Trustee in its absolute discretion as relevant and any rate, method and date so specified shall be binding on the Issuer, the Noteholders;

10.2.6 *Application of proceeds*: the Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, the exchange of

any Global Note for definitive Notes or the delivery of any Note to the persons entitled to them;

- 10.2.7 *Error of judgment:* the Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters;
- 10.2.8 *Agents:* the Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) and the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person;
- 10.2.9 *Delegation:* the Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed, act by responsible officers or a responsible officer for the time being of the Trustee and the Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons (whether being a joint trustee of this Trust Deed or not) all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with the consent of the Trustee) as the Trustee may think fit in the interests of the Noteholders and the Trustee shall not be bound to supervise the proceedings or acts of and shall not in any way or to any extent be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of such delegate or sub-delegate;
- 10.2.10 *Custodians and nominees:* the Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustee may determine, including for the purpose of depositing with a custodian this Trust Deed or any document relating to the trust created hereunder and the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person; the Trustee is not obliged to appoint a custodian if the Trustee invests in securities payable to bearer; and
- 10.2.11 *Confidential information:* the Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Noteholder confidential information or other information made available to the Trustee by the Issuer in connection with this Trust Deed and no Noteholder shall be entitled to take any action to obtain from the Trustee any such information.

10.3 Financial matters

- 10.3.1 *Professional charges:* any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Trust Deed and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person;

10.3.2 *Expenditure by the Trustee:* nothing contained in this Trust Deed shall require the Trustee 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 to it; and

10.3.3 *Trustee may enter into financial transactions with the Issuer:* no Trustee and no director or officer of any corporation being a Trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any Subsidiary, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any Subsidiary or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, and neither the Trustee nor any such director or officer shall be accountable to the Noteholders or the Issuer or any Subsidiary, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and any such director or officer shall also be at liberty to retain the same for its or his own benefit.

10.4 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Trust Deed, the provisions of this Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Trust Deed shall constitute a restriction or exclusion for the purposes of that Act.

10.5 Trustee Liability

10.5.1 Subject to Section 750 of the Companies Act 2006 (if applicable) and notwithstanding anything to the contrary in this Trust Deed, the Notes or the Agency Agreement, the Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed, the Notes or the Agency Agreement save in relation to its own gross negligence, wilful default or fraud.

10.5.2 Notwithstanding any provision of this Trust Deed to the contrary, the Trustee shall not in any event be liable for indirect, punitive or consequential loss or special damages or other damage of any kind whatsoever (including, but not limited to, lost profits, loss of goodwill or reputation and loss of opportunity), whether or not foreseeable, even if the Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract, duty or otherwise.

11. SPECIAL PROVISIONS RELATING TO THE ISSUER

11.1 If as a result of the application of any mandatory provisions of Italian law the Trustee cannot convene a meeting of Noteholders for the purposes of paragraph 5 of Schedule 4 of this Trust Deed, the Issuer shall, at the request of the Trustee, convene a meeting of the Noteholders and the Trustee shall not be liable for any expenses, losses, liabilities, costs, claims, actions or demands suffered or incurred by the Noteholders as a result of any delay in the convening of such meeting.

11.2 The Issuer shall notify the Trustee in writing immediately upon becoming aware of any action or proceedings to enforce the terms of this Trust Deed and/or the Notes being taken directly against the Issuer by any Noteholder or Noteholders.

- 11.3 Subject to mandatory provisions of Italian law, if the Trustee accepts the appointment of Noteholders' Representative pursuant to and in accordance with the provisions of Condition 42 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and/or Schedule 4 (*Provisions for Meetings of Noteholders*) of this Trust Deed, it shall, as of and from the time of such appointment and in its capacity as Noteholders' Representative, not be obliged to take any action or proceedings under, or in relation to, this Trust Deed or the Notes unless directed to do so by an Extraordinary Resolution. In its capacity as Noteholders' Representative as aforesaid, it may refrain from taking any action or exercising any right, power, authority or discretion vested in it under, or in relation to, the Trust Deed or the Notes unless and until it shall have been indemnified and/or secured and/or prefunded to its satisfaction against any and all actions, charges, claims, costs, damages, demands, expenses, liabilities (including duties and taxes), losses and proceedings (including legal and other professional fees incurred in disputing or defending the same) which might be brought, made or confirmed against or suffered, incurred or sustained by it as a result and, subject to mandatory provisions of Italian law, nothing contained in this Trust Deed or the Notes shall require the Noteholders' Representative 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 under this Trust Deed or the Notes if it has reasonable grounds for believing the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

12. COSTS AND EXPENSES

12.1 Remuneration:

12.1.1 *Normal Remuneration:* The Issuer shall pay to the Trustee remuneration for its services as trustee as from the date of this Trust Deed, such remuneration to be at such rate as may from time to time be agreed between the Issuer and the Trustee. Such remuneration shall be payable in advance on the anniversary of the date hereof in each year and the first payment shall be made on the date hereof. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders) for so long as any Note remains outstanding;

12.1.2 *Extra Remuneration:* In the event of the occurrence of an Event of Default or a Potential Event of Default or the Trustee considering it expedient or necessary or being requested by the Issuer to undertake duties which the Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Issuer shall pay to the Trustee such additional remuneration as shall be agreed between them;

12.1.3 *Value added tax:* The Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration and expenses under this Trust Deed;

12.1.4 *Failure to agree:* In the event of the Trustee and the Issuer failing to agree:

- (a) (in a case to which sub-clause 12.1.1 (*Normal Remuneration*) applies) upon the amount of the remuneration; or
- (b) (in a case to which sub-clause 12.1.2 (*Extra Remuneration*) applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, or upon such additional remuneration;

such matters shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such merchant bank being payable by the Issuer) and the

determination of any such merchant bank shall be final and binding upon the Trustee and the Issuer;

- 12.1.5 *Expenses*: The Issuer shall also pay or discharge all costs, charges and expenses incurred by the Trustee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed;
- 12.1.6 *Indemnity*: The Issuer shall indemnify the Trustee (a) in respect of all liabilities and expenses incurred by it or by any Appointee or other person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by this Trust Deed and (b) against all liabilities, actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to this Trust Deed *provided that* it is expressly stated that Clause 10.5 (*Trustee Liability*) shall apply in relation to these provisions;
- 12.1.7 *Payment of amounts due*: All amounts due and payable pursuant to sub clauses 12.1.5 (*Expenses*) and 12.1.6 (*Indemnity*) shall be payable by the Issuer on the date specified in a demand by the Trustee, such date of demand may not be earlier than 20 days following the date of such notice; the rate of interest applicable to such payments shall be two per cent. per annum above the overnight rate from time to time of BNP Paribas Securities Services and interest shall accrue:
- (a) in the case of payments made by the Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand;
 - (b) in the case of payments made by the Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made.
- All remuneration payable to the Trustee shall carry interest at the rate specified in this Clause 12.1.7 (*Payment of amounts due*) from the due date thereof;
- 12.1.8 *Discharges*: Unless otherwise specifically stated in any discharge of this Trust Deed the provisions of this Clause 12.1 (*Remuneration*) shall continue in full force and effect notwithstanding such discharge.

12.2 Stamp duties

The Issuer will pay all stamp duties, registration taxes, capital duties and other similar duties or taxes (if any) payable on (a) the constitution and issue of the Notes, (b) the initial delivery of the Notes (c) any action taken by the Trustee (or any Noteholder where permitted or required under this Trust Deed so to do) to enforce the provisions of the Notes or this Trust Deed and (d) the execution of this Trust Deed. If the Trustee (or any Noteholder where permitted under this Trust Deed so to do) shall take any proceedings against the Issuer in any other jurisdiction and if for the purpose of any such proceedings this Trust Deed or any Notes are taken into any such jurisdiction and any stamp duties or other duties or taxes become payable thereon in any such jurisdiction, the Issuer will pay (or reimburse the person making payment of) such stamp duties or other duties or taxes (including penalties).

12.3 Exchange rate indemnity

12.3.1 *Currency of Account and Payment*: Euro or, in relation to Clause 12.1 (*Remuneration*), pounds sterling (the "**Contractual Currency**") is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed and the Notes, including damages;

12.3.2 *Extent of Discharge*: An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise), by the Trustee or any Noteholder in respect of any sum expressed to be due to it from the Issuer will only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so); and

12.3.3 *Indemnity*: If that Contractual Currency amount received or recovered is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Notes, the Issuer will indemnify it against any Liability sustained by it as a result. In any event, the Issuer will indemnify the recipient against the cost of making any such purchase.

12.4 Indemnities separate

The indemnities in this Trust Deed (including, for the avoidance of doubt, the indemnity in clause 12.1.6) constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder and will continue in full force and effect notwithstanding any discharge of this Trust Deed or any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed or the Notes or any other judgment or order. Any such Liability as referred to in sub-clause 12.3.3 (*Indemnity*) shall be deemed to constitute a Liability suffered by the Trustee and the Noteholders and no proof or evidence of any actual Liability shall be required by the Issuer or its liquidator or liquidators.

13. APPOINTMENT AND RETIREMENT

13.1 Appointment of Trustees

The power of appointing new trustees of this Trust Deed shall be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution. A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof one at least of which shall be a trust corporation. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Paying, Transfer and Conversion Agents and to the Noteholders. The Noteholders shall together have the power, exercisable by Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such removal.

13.2 Co-trustees

Notwithstanding the provisions of Clause 13.1 (*Appointment of Trustees*), the Trustee may, upon giving prior notice to the Issuer but without the consent of the Issuer or the Noteholders, appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Trustee:

- 13.2.1 if the Trustee considers such appointment to be in the interests of the Noteholders subject to (other than in relation to Clause 13.4 (*Retirement of Trustees*) or following an Event of Default) the prior consent of the Issuer which may not be unreasonably withheld; or
- 13.2.2 for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed; or
- 13.2.3 for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction either of a judgment already obtained or of this Trust Deed.

13.3 Attorneys

The Issuer hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by this Trust Deed) and such duties and obligations as shall be conferred on such person or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Trust Deed be treated as costs, charges and expenses incurred by the Trustee.

13.4 Retirement of Trustees

Any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than three calendar months' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any costs occasioned by such retirement. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuer hereby covenants that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause it shall use its best endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuer has not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 13.4, the Trustee shall be entitled to procure forthwith a new trustee.

13.5 Competence of a majority of Trustees

Whenever there shall be more than two trustees hereof the majority of such trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Trust Deed in the Trustee generally.

13.6 Powers additional

The powers conferred by this Trust Deed upon the Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the holder of any of the Notes.

13.7 Merger

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Clause, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

14. NOTICES

14.1 Addresses for notices

All notices and other communications hereunder shall be made in writing and in English (by letter or fax) and shall be sent as follows:

14.1.1 *Issuer*: If to the Issuer, to it at:

Astaldi S.p.A.
Via Giulio Vincenzo Bona No. 65
00156 Rome
Italy

Fax: + 39 06 4176 6750
Attention: Direzione Finanziaria / Mr. Simone Di Felice

14.1.2 *Trustee*: if to the Trustee, to it at:

BNP Paribas Trust Corporation UK Limited
10 Harewood Avenue
London
NW1 6AA
United Kingdom

Fax: +44 20 7595 5078
Attention: The Directors]

14.2 Effectiveness

Every notice or other communication sent in accordance with Clause 14.1 (*Addresses for notices*) shall be effective if sent by letter or fax, upon receipt by the addressee *provided that* any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

15. LAW AND JURISDICTION

15.1 Governing law

This Trust Deed and the Notes and all non-contractual obligations arising from or connected with them are governed by, and shall be construed in accordance with, English law. The provisions of this Trust Deed which relate to Noteholders' meetings and the appointment of a Noteholders' Representative are subject to compliance with Italian law.

15.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Trust Deed or the Notes (including a dispute regarding the existence, validity or termination of this Trust Deed or the Notes) or the consequences of their nullity.

15.3 Appropriate forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

15.4 Rights of the Trustee and Noteholders to take proceedings outside England

Clause 15.2 (*English courts*) is for the benefit of the Trustee and the Noteholders only. As a result, nothing in this Clause 15 (*Law and jurisdiction*) prevents the Trustee or any of the Noteholders from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Trustee or any of the Noteholders may take concurrent Proceedings in any number of jurisdictions.

15.5 Process agent

The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Law Debenture Corporate Services Limited at 5th Floor, 100 Wood Street, London EC2 7EX or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Parts 34 and 37 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the Trustee, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice addressed to the Issuer. Nothing in this paragraph shall affect the right of the Trustee or any of the Noteholders to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

16. SEVERABILITY

In case any provision in or obligation under this Trust Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any provision of this Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

18. COUNTERPARTS

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF this Trust Deed has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written.

SCHEDULE 1 FORM OF GLOBAL NOTE

THE NOTES REPRESENTED BY THIS GLOBAL NOTE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNDER THE SECURITIES ACT EXCEPT IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT.

ISIN: XS1634544248

ASTALDI S.p.A.

(Incorporated with limited liability in the Republic of Italy)

GLOBAL NOTE

representing

€140,000,000 4.875 per cent Equity-Linked Notes due 2024

The Notes in respect of which this Global Note is issued form part of the series designated as specified in the title (the “**Notes**”) of Astaldi S.p.A. (the “**Issuer**”).

The Issuer hereby certifies that BNP Paribas Securities Services Luxembourg Branch, acting as Common Depositary on behalf of Clearstream and Euroclear (each as defined below) is, at the date hereof, entered in the register of Noteholders as the holder of Notes in the principal amount of

€140,000,000

(ONE HUNDRED AND FOURTY MILLION EUROS)

or such other amount as is shown on the register of Noteholders as being represented by this Global Note and is duly endorsed (for information purposes only) in the third column of Schedule A to this Global Note. For value received, the Issuer promises to pay or deliver (as applicable) to the person who appears at the relevant time on the register of Noteholders as holder of the Notes in respect of which this Global Note is issued, such amount or amounts as shall become due and payable, or such number of Shares as become deliverable, from time to time in respect of such Notes and otherwise to comply with the Conditions referred to below. Each payment will be made to, or to the order of, the person whose name is entered on the Register as holder at the close of business on the record date which shall fall on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

The Notes are constituted by a trust deed dated 21 June 2017 (the “**Trust Deed**”) between the Issuer, and BNP Paribas Trust Corporation UK Limited as trustee (the “**Trustee**”) and are subject to the Trust Deed and the terms and conditions (the “**Conditions**”) set out in Schedule C hereto and in Schedule 3 to the Trust Deed, as modified by the provisions of this Global Note. Capitalised terms defined in the Trust Deed and the Conditions have the same meanings when used herein.

This Global Note is evidence of entitlement only.

Title to the Notes passes only on due registration on the register of Noteholders and only the duly registered holder is entitled to payments on Notes in respect of which this Global Note is issued.

Exchange for Definitive Notes

This Global Note is exchangeable in whole but not in part (free of charge to the holder) for Definitive Notes if this Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or the Alternative Clearing System (each as defined under “Notices” below) and any such clearing system is closed for business for a continuous period of 14 days or more (other than by reason of legal holidays) or announces an intention permanently to cease business or does in fact do so by such holder giving notice to the Principal Paying, Transfer and Conversion Agent. On or after the Exchange Date the holder of this Global Note may surrender this Global Note to or to the order of the Registrar and, upon such surrender of this Global Note, the Paying, Transfer and Conversion Agent shall annotate Schedule A hereto. In exchange for this Global Note, the Issuer shall deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes.

“**Exchange Date**” means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the Specified Office of the Registrar is located and in the cities in which Euroclear and Clearstream, Luxembourg or, if relevant, the Alternative Clearing System are located.

Except as otherwise described herein, this Global Note is subject to the Conditions and the Trust Deed and, until it is exchanged for Definitive Notes, its holder shall be entitled to the same benefits as if it were the holder of the Definitive Notes for which it may be exchanged and as if such Definitive Notes had been issued on the date of this Global Note.

The Conditions shall be modified with respect to Notes represented by this Global Note by the following provisions:

Notices

So long as this Global Note is held on behalf of Euroclear Bank S.A./N.V. (“**Euroclear**”) or Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or such other clearing system as shall have been approved by the Trustee (the “**Alternative Clearing System**”), notices required to be given to Noteholders may be given by their being delivered to Accountholders (as defined below) through Euroclear and Clearstream, Luxembourg or, as the case may be, the Alternative Clearing System, rather than by notification to Noteholders as required by the Conditions in which case such notices shall be deemed to have been given to Noteholders on the date of delivery to Euroclear and Clearstream, Luxembourg or, as the case may be, the Alternative Clearing System.

Prescription

Any claim in respect of principal, interest and other amounts payable in respect of this Global Note will become void unless made within 10 years (in the case of principal) and five years (in the case of interest or any other amounts) from the appropriate Relevant Date (as defined in Condition 2 (*Interpretation*)).

Conversion/Settlement

For so long as this Global Note is held on behalf of any one or more of Euroclear, Clearstream, Luxembourg or the Alternative Clearing System, (i) Conversion Rights may be exercised as against the Issuer at any time during the Conversion Period and (ii) Settlement Rights (as defined in the Conditions) may be exercised as against the Issuer at any time during the Settlement Period, in each case by the delivery to or to the order of the Principal Paying, Transfer and Conversion Agent in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or the Alternative Clearing System of one or more Conversion Notices or Settlement Notices duly completed by or on behalf of a holder of a book-entry interest representing entitlements to the Global Note (each such person, an “**Accountholder**”). Upon exercise of any Conversion Rights or Settlement Rights, the Paying, Transfer and Conversion Agent shall annotate Schedule A hereto accordingly.

Trustee's Powers

In considering the interests of Noteholders while the Global Note is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its Accountholders and may consider such interests as if such Accountholders were holders of the Global Note.

Exercise of Settlement Rights/Conversion Rights/Optional Redemption upon Change of Control Event or Free Float Event/Redemption at the option of the Noteholders on 21 June 2022

For so long as this Global Note is held on behalf of any one or more of Euroclear, Clearstream, Luxembourg or the Alternative Clearing System, Settlement Rights, Conversion Rights (each as defined in the Conditions) and rights of Noteholders to require the Issuer to redeem the Notes under Condition 7 (*Redemption and Purchase*) may be exercised as against the Issuer at any time during the Settlement Period, the Conversion Period or, as the case may be, Change of Control Put Option Period or the Free Float Event Put Option Period or the Optional Put Exercise Period, by the presentation to or to the order of the Principal Paying, Transfer and Conversion Agent of this Global Note for appropriate notation, together with one or more Settlement Notices, Conversion Notices or, as the case may be, Change of Control Put Option Notices, Free Float Event Put Option Notices, or Optional Put Exercise Notices duly completed by or on behalf of a holder of a book-entry interest, in accordance with the standard procedures for Euroclear and/or Clearstream, Luxembourg and/or any Alternative Clearing System (which may include notice being given on such accountholder's instructions by Euroclear and/or Clearstream, Luxembourg and/or any Alternative Clearing System or any common depositary for them to the Principal Paying, Transfer and Conversion Agent by electronic means) and in a form acceptable to Euroclear and/or Clearstream, Luxembourg and/or any Alternative Clearing System.

Redemption at the Option of the Issuer

Any redemption at the option of the Issuer provided for in the Conditions shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions.

Tax Election Option of the Noteholders

The option of the Noteholders provided for in Condition 7(c) (*Redemption and Purchase – Noteholders' tax option*) may be exercised by the holder of this Global Note giving notice to the Registrar within the time limits relating to the deposit of Notes in Condition 7(c) and substantially in the form of the Noteholders Tax Election Notice as set out in Schedule 5 to the Paying, Transfer and Conversion Agency Agreement. Such notice shall be obtainable from the specified office of any Paying, Transfer and Conversion Agent and shall state the number of Notes in respect of which the option is exercised. Upon exercise of the option the holder of this Global Note shall present this Global Note to the Registrar for annotation in Schedule A hereto accordingly.

Purchase and Cancellation

Cancellation of any Note represented by this Global Note which is required by the Conditions to be cancelled will be effected by reduction in the principal amount of this Global Note on its presentation to or to the order of the Principal Paying, Transfer and Conversion Agent for notation in Schedule A hereto.

This Global Note shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Registrar.

This Global Note and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law, save that so far as any provision of this Global Note and any non-contractual obligations arising out of or in connection with it relate to the convening of meetings of Noteholders and the appointment of a Noteholders' Representative such provisions shall be subject to compliance with Italian law.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

Further information relating to the Issuer is provided, pursuant to Article 2414 of the Italian Civil Code, in Schedule B hereto.

In witness whereof the Issuer has caused this Global Note to be signed manually or in facsimile by a person duly authorised on its behalf.

Issued in London, England on 21 June 2017.

ASTALDI S.p.A.

By _____

Name:

Title:

(Duly Authorised)

Certificate of authentication

This Global Note is duly authenticated without recourse, warranty or liability by or on behalf of the Registrar.

.....

Duly authorised for and on behalf of **BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG
BRANCH**

Schedule A
Schedule of Reductions in Principal Amount of Notes in respect of
which this Global Note is Issued

The following reductions in the principal amount of the Notes in respect of which this Global Note is issued have been made as a result of: (i) exercise of the Settlement Rights or Conversion Rights attaching to the Notes, or (ii) redemption of the Notes, or (iii) purchase and cancellation of the Notes or (iv) issue of Definitive Notes in respect of the Notes:

Date of Conversion/ Redemption/ Purchase and Cancellation/ Issue of Definitive Notes (stating which)	Amount of decrease in principal amount of this Global Note (€)	Principal Amount of this Global Note following such decrease (€)	Notation made by or on behalf of the Principal Paying, Transfer and Conversion Agent
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Schedule B

Further information relating to the Issuer

Objects:	<p>The company's purpose is the building activity in general, carrying out public and private works, taking on and operating works including those under concession, taking on, performing, and operating plant engineering activities, and carrying out studies, design, and consulting activities.</p> <p>Said activities may be performed in Italy and abroad, both for third parties and on the company's own behalf.</p> <p>The Company may also perform any other activity and carry out any other business related to its corporate purposes, both directly and through the formation and/or operation of service companies, industrial plants, and business and financial activities, as well as by taking on participating interests, including shareholding, in companies, groups, associations including temporary associations of companies, consortia, joint ventures and initiatives having a purpose similar to or in any way connected with its own purpose. The Company may also take part in humanitarian or cultural associations or foundations and contribute to the establishment thereof whenever such participation may promote the company's image and make the company obtain a social merit. In order to achieve its corporate purpose, the company may carry out, both in Italy and abroad, any and all business, industrial and financial operations, including operations on movable assets and real estate, including giving and accepting endorsements, sureties, or other guarantees to and from third parties, as may be related to the corporate purpose or deemed useful by the Board of Directors.</p> <p>All the financial activities vis-à-vis the public, and the activities reserved by law, are anyway excluded.</p>
Registered office:	<p>Astaldi S.p.A. Via Giulio Vincenzo Bona No. 65 00156 Rome Italy</p>
Company registration:	<p>Registered at the Companies' Registry of the Chamber of Commerce of Rome under registration number 00398970582.</p>
Resolution authorising issue of the Notes:	<p>A resolution of the Board of Directors of the Issuer passed at a meeting on 13 June 2017 and registered at the Companies' Registry on 20 June 2017.</p>
Amount of paid up share capital:	<p>€ 196,849,800.00, consisting of 98,424,900 ordinary shares, with a par value of € 2.00.</p>
Amount of reserves:	<p>Financial statements as of December 31, 2016:</p> <p>Legal Reserve: Eur 33.062</p> <p>Available Reserve: Eur 503.179</p>

Schedule C

Terms and Conditions of the Notes

SCHEDULE 2 FORM OF DEFINITIVE NOTE

THE NOTES REPRESENTED BY THIS DEFINITIVE NOTE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNDER THE SECURITIES ACT EXCEPT IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT.

ISIN: XS1634544248

ASTALDI S.p.A.

(Incorporated with limited liability in the Republic of Italy)

€140,000,000 4.875 per cent Equity-Linked Notes due 2024

This Note is a Definitive Note and forms part of a series designated as specified in the title (the “Notes”) of Astaldi S.p.A. (the “Issuer”) and constituted by the Trust Deed referred to on the reverse hereof. The Notes are subject to, and have the benefit of, that Trust Deed and the terms and conditions (the “Conditions”) set out on the reverse hereof.

The Issuer hereby certifies that [●] is/are, at the date hereof, entered in the Register as the holder(s) of Notes in the principal amount of €[●].

The Issuer, for value received, hereby promises to pay the duly registered holder hereof such amount or amounts as shall become due and payable from time to time in respect of such Notes and otherwise to comply with the Conditions.

The Notes represented by this Definitive Note are, on and after the Physical Settlement Date, convertible into ordinary shares in the Issuer and/or the relevant Cash Alternative Amount, as specified in and subject to and in accordance with the Conditions and the Trust Deed.

This Definitive Note is evidence of entitlement only. Title to Notes passes only on due registration on the Register and only the duly registered holder is entitled to payments in respect of this Definitive Note.

This Definitive Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Capitalised terms not defined herein shall have the meaning ascribed thereto in the Trust Deed and the Conditions.

Further information relating to the Issuer is provided, pursuant to Article 2414 of the Italian Civil Code, in the Schedule hereto.

This Note shall not be valid or become obligatory for any purpose unless and until this Note has been authenticated by or on behalf of the Registrar.

In witness whereof this Note has been executed on behalf of the Issuer.

ASTALDI S.p.A.

By:
Duly Authorised

Issued in London, England on [●].

Certificate of authentication

This Note is duly authenticated without recourse, warranty or liability by or on behalf of the Registrar

For and on behalf of **BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH**

.....

for and on behalf of BNP Paribas Securities Services, Luxembourg Branch
as Registrar

On the back:

TERMS AND CONDITIONS OF THE NOTES

(as set out in Schedule 3 of the Trust Deed)

PRINCIPAL PAYING, TRANSFER AND CONVERSION AGENT

BNP Paribas Securities Services, Luxembourg Branch
60 avenue J.F. Kennedy L-2085 Luxembourg

REGISTRAR

BNP Paribas Securities Services, Luxembourg Branch
60 avenue J.F. Kennedy L-2085 Luxembourg

Schedule to the Definitive Note

Further information relating to the Issuer

Objects:	<p>The company's purpose is the building activity in general, carrying out public and private works, taking on and operating works including those under concession, taking on, performing, and operating plant engineering activities, and carrying out studies, design, and consulting activities.</p> <p>Said activities may be performed in Italy and abroad, both for third parties and on the company's own behalf.</p> <p>The Company may also perform any other activity and carry out any other business related to its corporate purposes, both directly and through the formation and/or operation of service companies, industrial plants, and business and financial activities, as well as by taking on participating interests, including shareholding, in companies, groups, associations including temporary associations of companies, consortia, joint ventures and initiatives having a purpose similar to or in any way connected with its own purpose. The Company may also take part in humanitarian or cultural associations or foundations and contribute to the establishment thereof whenever such participation may promote the company's image and make the company obtain a social merit. In order to achieve its corporate purpose, the company may carry out, both in Italy and abroad, any and all business, industrial and financial operations, including operations on movable assets and real estate, including giving and accepting endorsements, sureties, or other guarantees to and from third parties, as may be related to the corporate purpose or deemed useful by the Board of Directors.</p> <p>All the financial activities vis-à-vis the public, and the activities reserved by law, are anyway excluded.</p>
Registered office:	<p>Astaldi S.p.A. Via Giulio Vincenzo Bona No. 65 00156 Rome Italy</p>
Company registration:	<p>Registered at the Companies' Registry of the Chamber of Commerce of Rome under registration number 00398970582.</p>
Resolution authorising issue of the Notes:	<p>A resolution of the Board of Directors of the Issuer passed at a meeting on 13 June 2017 and registered at the Companies' Registry on 20 June 2017.</p>
Amount of paid up share capital:	<p>€ 196,849,800.00, consisting of 98,424,900 ordinary shares, with a par value of € 2.00.</p>
Amount of reserves:	<p>Financial statements as of December 31, 2016:</p> <p>Legal Reserve: Eur 33.062</p> <p>Available Reserve: Eur 503.179</p>

SCHEDULE 3

TERMS AND CONDITIONS OF THE NOTES

For ease of reference these terms and conditions are divided into sections dealing with: the definitions used in these terms and conditions (Conditions 1-2); the debt security (Conditions 3-10); the equity option (Conditions 11-15); adjustments to the conversion price (Conditions 16-31); covenants relating to the equity option (Conditions 32-37); and miscellaneous provisions (Conditions 38-46). This paragraph, and any other paragraphs appearing in italics in these terms and conditions, do not form part of these terms and conditions.

INTRODUCTION AND DEFINITIONS

1. Introduction

- (a) *The Notes:* The expression the “**Notes**” refers to the Euro 140,000,000 4.875 per cent. Equity-Linked Notes due 21 June 2024 of Astaldi S.p.A. (the “**Issuer**”).
- (b) *Trust Deed:* The Notes are subject to, and have the benefit of, a trust deed dated 21 June 2017 (as amended or supplemented from time to time, the “**Trust Deed**”) between the Issuer and BNP Paribas Trust Corporation UK Limited as trustee (the “**Trustee**”, which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed).
- (c) *Agency Agreement:* The Notes are also the subject of an agency agreement dated 21 June 2017 (as amended or supplemented from time to time, the “**Agency Agreement**”) between the Issuer, BNP Paribas Securities Services, Luxembourg Branch as principal paying, transfer and conversion agent (the “**Principal Paying, Transfer and Conversion Agent**”, which expression includes any successor principal paying, transfer and conversion agent appointed from time to time in connection with the Notes), the paying, transfer and conversion agents named therein (together with the Principal Paying, Transfer and Conversion Agent, the “**Paying, Transfer and Conversion Agents**”, which expression includes any successor or additional paying, transfer and conversion agents appointed from time to time in connection with the Notes), BNP Paribas Securities Services, Luxembourg Branch in its capacity as registrar (the “**Registrar**”, which expression shall include any successor as registrar under the Agency Agreement) and the Trustee.
- (d) *Calculation Agency Agreement:* The Issuer has also entered into a calculation agency agreement dated 21 June 2017 (the “**Calculation Agency Agreement**”) with Conv-Ex Advisors Limited (the “**Calculation Agent**” which expression shall include any successor as calculation agent under the Calculation Agency Agreement) whereby the Calculation Agent has been appointed to make certain calculations in relation to the Notes.
- (e) *Summaries:* Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and subject to their detailed provisions. The Noteholders (as defined below) are bound by, and are deemed to have notice of, the provisions of the Trust Deed and those provisions of the Agency Agreement applicable to them. Copies of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement are available for inspection by Noteholders during normal business hours

at the registered office for the time being of the Trustee, being at the date hereof 10 Harewood Avenue, London, NW1 6AA, United Kingdom and at the Specified Offices of each of the Paying, Transfer and Conversion Agents, the initial Specified Offices of which are set out below.

2. Interpretation

- (a) *Definitions:* In these Conditions the following expressions have the following meanings:

“Additional Cash Amount” has the meaning given in Condition 28(b) (*Retroactive Adjustments - Adjustment to the Conversion Rights*);

“Additional Shares” has the meaning given in Condition 28 (*Retroactive Adjustments*);

“Adjusted Conversion Price” has the meaning given in Condition 16(d) (*Change of Control - Adjustment to the Conversion Price*);

“Aggregate Consideration” has the meaning given in Condition 29 (*Aggregate Consideration and Consideration per Share*);

“Bonus Issue” means any issue of Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) which does not constitute a Dividend;

“Borsa Italiana” means Borsa Italiana S.p.A.;

“Capitalisation Undertaking” means an undertaking to inject equity into a Project Bond Subsidiary (including, for the purposes of this definition, any injection of subordinated debt) necessary to provide such Project Bond Subsidiary with the equity sufficient to sustain certain costs or comply with financial covenants assumed by such company;

“Cash Alternative Amount” means an amount in Euro calculated by the Calculation Agent in accordance with the following formula and which shall be payable by the Issuer to a Noteholder in respect of the relevant Cash Settled Shares:

$$CAA = \sum_{n=1}^N \frac{1}{[N]} \times S \times P_n$$

where:

CAA = the Cash Alternative Amount;

$\sum_{i=1}^n F_i$ means the sum of a series of numbers, each of which numbers is found by inserting a value for i in the function F over the range from and including i=1 to and including i=n;

S = the Cash Settled Shares;

- P_n = the Volume Weighted Average Price per Share on the nth Exchange Business Day of the Cash Alternative Calculation Period; and
- N = the number of Exchange Business Days in the Cash Alternative Calculation Period;

“Cash Alternative Calculation Period” means in respect of (i) the exercise of Conversion Rights by a holder, a period of 20 consecutive Exchange Business Days commencing on the second Exchange Business Day following the Cash Election Date or (ii) any exercise of Settlement Rights by a holder prior to the Physical Settlement Commencement Date, a period of 20 consecutive Exchange Business Days commencing on the relevant Settlement Date (or the next Exchange Business Day if such date is not an Exchange Business Day);

“Cash Alternative Election” has the meaning given in Condition 14(a) (*Cash Alternative Election - Issuer's Election*);

“Cash Alternative Election Notice” has the meaning given in Condition 14(b) (*Cash Alternative Election - Cash Alternative Election Notice*);

“Cash Election Date” means the date falling on the 5th Exchange Business Day after the relevant Conversion Date;

“Cash Settled Shares” means, in respect of (i) the exercise of Conversion Rights by a holder, such number of Shares (which shall be a whole number of Shares and which shall not exceed the number of Reference Shares) as determined by the Issuer and notified to the relevant Noteholder in the relevant Cash Alternative Election Notice in accordance with Condition 14(b) (*Cash Alternative Election – Cash Alternative Election Notice*) or (ii) any exercise of Settlement Rights by a holder where the Settlement Date falls prior to the Physical Settlement Commencement Date, the number of Shares (including, for this purpose, any fraction of a Share) determined by dividing the principal amount of the relevant Notes in respect of which the Settlement Rights shall have been exercised by the relevant Noteholder by the Conversion Price in effect on the relevant Settlement Date.

“Cash Dividend” means any Dividend which is to be paid or made in cash (in whatever currency) *provided that*:

- (i) any Dividend determined to be a Cash Dividend pursuant to sub-paragraph (iii) of the definition of “Dividend” shall constitute a Cash Dividend;
- (ii) a Dividend falling within sub-paragraphs (v) or (vi) of the definition of “Dividend” shall not constitute a Cash Dividend; and
- (iii) a Dividend falling within sub-paragraph (ii) of the definition of “Spin-Off” shall not constitute a Cash Dividend;

“Change of Control Cash Amount” has the meaning given in Condition 16(d) (*Change of Control - Adjustment to the Conversion Price*);

“Change of Control Event” has the meaning given in Condition 16(c) (*Change of Control - Change of Control Event*);

“Change of Control Event Notice” has the meaning given in Condition 16(d) (*Change of Control - Adjustment to the Conversion Price*);

“Change of Control Event Put Date” has the meaning given in Condition 7(f) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Change of Control*);

“Change of Control Period” means the period commencing the date on which a Change of Control Event Notice is given and ending 60 calendar days following such date;

“Change of Control Put Option Notice” has the meaning given in Condition 7(f) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Change of Control*);

“Change of Control Event Put Option Period” has the meaning given in Condition 7(f) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Change of Control*);

“Change of Control Restricted Period” has the meaning given in Condition 11(b) (*Settlement and Conversion - Settlement Period and Conversion Period*);

“Closing Price” means, in respect of a Share, Security, Spin-Off Security, option, warrant or, as the case may be, other right or asset, on any Exchange Business Day, the closing price of such Share, Security, Spin-Off Security, option, warrant or, as the case may be, other right or asset on the Relevant Stock Exchange in respect thereof on such Exchange Business Day as published by or derived from Bloomberg page HP (or any successor page) (using the setting “Last Price”, or any successor setting) for such Share, Security, Spin-Off Security, option, warrant or, as the case may be, other right or asset in respect of the Relevant Exchange in respect thereof (and, for the avoidance of doubt, such Bloomberg page in respect of the Shares as at the Closing Date is AST IM Equity HP), as determined by the Calculation Agent, if any or, in any such case, such other source as shall be determined to be appropriate by an Independent Financial Adviser in respect of such Exchange Business Day, provided that if on any such Exchange Business Day such price is not available or cannot otherwise be determined as provided above in respect of such Exchange Business Day (the **“Affected CP Day”**), the Closing Price of a Share, Security, Spin-Off Security, option, warrant or, as the case may be, other right or asset in respect of such Exchange Business Day shall be the Closing Price, determined as provided above, on the immediately preceding Exchange Business Day on which the same can be so determined, as determined by the Calculation Agent, or, if such immediately preceding Exchange Business Day as aforesaid falls earlier than the 5th day prior to the Affected CP Day, as determined by the Calculation Agent, the Closing Price of a Share, Security, Spin-Off Security, option, warrant or, as the case may be, other right or asset in respect of such Exchange Business Day shall be such price as is determined in good faith to be appropriate by an Independent Financial Adviser.

“Concession” means any right owned from time to time by the Issuer, Astaldi Concessioni S.p.A. or any of their respective Subsidiaries to design, construct, manage, own, acquire, develop, lease, operate or otherwise realise any infrastructure, building or other development;

“Consideration per Share” has the meaning given in Condition 29 (*Aggregate Consideration and Consideration per Share*);

“Consolidated EBITDA” means, in accordance with principles of International Accounting Standards and on the basis of the consolidated financial statements of the Issuer, for any period, the Consolidated Profits Before Interest and Tax for that period before any amount attributable to the amortisation and depreciation and any impairment losses on assets;

“Conversion Date” has the meaning given in Condition 12(d) (*Procedure for exercise of Settlement Rights or Conversion Rights – Settlement Date and Conversion Date*);

“Conversion Expenses” has the meaning given in Condition 12(b) (*Procedure for exercise of Settlement Rights or Conversion Rights - Conversion Expenses*);

“Conversion Notice” means a notice of conversion in the form (for the time being current) obtainable from the Specified Office of any Paying, Transfer and Conversion Agent;

“Conversion Period” has the meaning given in Condition 11(b) (*Settlement and Conversion - Settlement Period and Conversion Period*);

“Conversion Price” has the meaning given in Condition 11(d) (*Settlement and Conversion - Conversion Price*);

“Conversion Rights” has the meaning given in Condition 11(a) (*Settlement and Conversion - Settlement Rights and Conversion Rights*);

“Current Market Price” means, in respect of a Share at a particular date, the average of the daily Volume Weighted Average Price of a Share on each of the five consecutive Exchange Business Days ending on the Exchange Business Day immediately preceding such date, as determined by the Calculation Agent, *provided that*:

for the purposes of determining the Current Market Price pursuant to Condition 20 in circumstances where the relevant event relates to an issue of Shares, if at any time during the said five-dealing-day period (which may be on each of such five Exchange Business Days) the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and/or during some other part of that period (which may be on each of such five Exchange Business Days) the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement), then:

- (A) if the Shares to be issued or transferred and delivered do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based

on a price cum- such Dividend (or entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the Ex-Date in respect thereof (or, where on each of the said five Exchange Business Days the Volume Weighted Average Price shall have been based on a price cum-such Dividend (or entitlement), as at the date of first public announcement of such Dividend or entitlement), in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of any associated tax credit; or

- (B) if the Shares to be issued or transferred and delivered do rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price ex- such Dividend (or entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the ex date in respect thereof, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of any associated tax credit.

and provided further that:

- (i) for the purposes of any calculation or determination required to be made pursuant to paragraph (a) of the definition of “Dividend”, if on each of the said five Exchange Business Days the Volume Weighted Average Price shall have been based on a price cum the relevant Dividend or capitalisation giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant Dividend as at the ex date thereof, determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; and
- (ii) for any other purpose, if any day during the said five-dealing-day period was the ex date in relation to any Dividend or other entitlement the Volume Weighted Average Prices that shall have been based on a price cum- such Dividend or entitlement shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the ex date in respect of such Dividend or entitlement;

“Day Count Fraction” means, in respect of any period, the number of days in the relevant period, from (and including) the first day in such period to (but excluding) the last day in such period, divided by the product of (1) number of days in the Regular Period in which the relevant period falls and (2) four;

“Decree 239” has the meaning given in Condition 9 (*Taxation*);

“Determined by an Independent Financial Adviser” means determined in good faith by an Independent Financial Adviser;

“Dividend” means any dividend or distribution of any kind whatsoever attributable to Shareholders whether of cash or other property and however described *provided that*:

- (i) a Spin-Off shall constitute a Dividend;
- (ii) a distribution or payment to Shareholders upon or in connection with a reduction of capital shall constitute a Dividend;
- (iii) where a Dividend in cash is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Shares or other property or assets, or where a capitalisation of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of cash, then the Dividend or capitalisation in question shall be treated as a Cash Dividend of the greater of:
 - (A) such cash amount; and
 - (B) the Current Market Price of such Shares or, as the case may be, the Fair Market Value of such other property or assets (as at the date of the first public announcement of such Dividend or capitalisation (as the case may be) or, if later, the date on which the number of Shares (or amount of property or assets, as the case may be) which may be issued or transferred and delivered is determined);
- (iv) a Bonus Issue shall not constitute a Dividend;
- (v) a purchase or redemption or buy back of share capital of the Issuer by the Issuer or any of its Subsidiaries shall only constitute a Dividend if the weighted average price per Share (before expenses) on any one day in respect of such purchases or redemptions or buy backs (translated, if not in Euros, into Euros at the Prevailing Rate on such day) exceeds by more than 5 per cent. the average of the Closing Prices of the Shares on the Relevant Exchange on the five Exchange Business Days immediately preceding such day, in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend to the extent that the aggregate price paid (before expenses) in respect of such Shares purchased, redeemed or bought back by the Issuer or, as the case may be, any of its Subsidiaries (translated where appropriate into Euros as provided above) exceeds the product of (a) 105 per cent. of the average Closing Price of the Shares determined as provided above and (b) the number of Shares so purchased, redeemed or bought back provided, however, that where an announcement (excluding, for the avoidance of doubt, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Shares at some future date at a specified price, the relevant five Exchange Business Days shall be the five Exchange Business Days immediately preceding the date of such announcement; and

- (vi) if the Issuer or any of its Subsidiaries shall purchase, redeem or buy back any depositary receipts (or any other receipts or certificates) representing Shares, the provisions of (iv) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be Determined by an Independent Financial Adviser;

“Effective Date” has, for the purposes of any Condition in which such expression is used, the meaning given in the relevant Condition;

“Excess Shares” has the meaning given in Condition 16(d) (*Change of Control - Adjustment to the Conversion Price*);

“Exchange Business Day” means any day that is a trading day on the Relevant Exchange other than a day on which the Relevant Exchange is scheduled to close or does close prior to its regular weekday closing time;

“Existing Shareholders” means, in relation to a Newco Scheme, the Shareholders of the Issuer immediately prior to the Scheme;

“Extraordinary Dividend” has the meaning given in Condition 17 (*Dividends*);

“Extraordinary Resolution” has the meaning given in the Trust Deed;

“Fair Market Value” means , with respect to any property on any date, (i) in the case of a Cash Dividend, the amount of such Cash Dividend, as determined by the Calculation Agent; (ii) in the case of any other cash amount, the amount of such cash; (iii) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Exchange of adequate liquidity (as determined by the Calculation Agent or an Independent Financial Adviser), (a) in the case of Securities or Spin-Off Securities (in each case to the extent constituting equity share capital) the arithmetic mean of the daily Volume Weighted Average Prices of such Securities or Spin-Off Securities and (b) in the case of Securities or Spin-Off Securities (in each case other than to the extent constituting equity share capital) or options, warrants or other rights or assets, the arithmetic mean of the daily Closing Prices of such options, warrants or other rights or assets, in the case of both (a) and (b) during the period of five Exchange Business Days on the Relevant Exchange commencing on such date (or, if later, the first such Exchange Business Day such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, as determined by the Calculation Agent; (iv) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded (as aforesaid), the Fair Market Value of such Securities, Spin-Off Securities, options, warrants or other rights or assets shall be determined by an Independent Financial Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Share, the dividend yield of a Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights, including as to the expiry date and exercise price (if any) thereof. Such amounts shall, in the case of (i) and (ii) above, be translated by the Calculation Agent into the Relevant Currency (if declared or paid or payable in a currency other than the Relevant Currency) at the rate

of exchange (if any) used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Relevant Currency (provided that where any such amount is declared or paid or payable in any currency additional to the Relevant Currency, such amount shall be deemed to be declared or paid or payable in the Relevant Currency in the amount declared or paid or payable in the Relevant Currency); and in any other case, shall be translated by the Calculation Agent into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date. In addition, in the case of (i) and (ii) above, the Fair Market Value shall be determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit;

“Fair Note Value” has the meaning given in Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*);

“Fair Note Value Calculation Period” has the meaning given in Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*);

“Financial Year” means, in respect of the Issuer, any accounting period in respect of which audited financial statements of the Issuer have been published or are expected to be published;

“Free Float” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Free Float Event” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Free Float Event Notice” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Free Float Event Put Date” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Free Float Event Put Option Notice” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Free Float Event Put Option Period” has the meaning given in Condition 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*);

“Further Restricted Period” has the meaning given in Condition 11(b) (*Settlement and Conversion - Settlement Period and Conversion Period*);

“Group” means the Issuer and its Subsidiaries taken as a whole;

“Guarantee” means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness;

“Indebtedness” means any indebtedness of any Person for money borrowed or raised;

“Independent Financial Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise, which may be the initial Calculation Agent, appointed by the Issuer at its own expense;

“Interest Payment Date” means 21 March, 21 June, 21 September and 21 December in each year, the first Interest Payment Date being 21 September 2017;

“Issue Date” means 21 June 2017;

“Long-Stop Date” means 21 December 2017;

“Material Subsidiary” means at any time a Subsidiary of the Issuer:

- (a) whose total assets (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated assets) at any relevant time represent no less than 5 per cent. of the total consolidated assets of the Group; or
- (b) to which is transferred all or substantially all of the assets and undertaking of a Subsidiary which immediately prior to such transfer is a Material Subsidiary, provided that, as a result of such transfer, the relevant Subsidiary assets shall represent at least 5 per cent. of the total consolidated assets of the Group; or
- (c) whose Material Subsidiary EBITDA at any relevant time represents not less than 10 per cent. of the Consolidated EBITDA of the Group;

The total assets of the Issuer and each Subsidiary will be calculated in accordance with IFRS, as shown in the most recent individual annual or six-month balance sheet of each of the Issuer or the relevant Subsidiary, as the case may be.

The total consolidated assets of the Group will be calculated in accordance with IFRS, as shown in the most recent consolidated audited balance sheet or consolidated unaudited balance sheet for the most recent six-month period of the Issuer (excluding the notes thereto).

“Material Subsidiary EBITDA” means, in accordance with principles of International Accounting Standards, for the financial period to which the relevant annual or six-month financial statements relate, with respect to the stand alone financial statements of the relevant Material Subsidiary, Profits Before Interest and Tax for that financial period before any amount attributable to the amortisation and depreciation and any impairment losses on assets;

“Maturity Date” means 21 June 2024;

“Milan business day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in Milan;

“Minimum Asset Requirement” has the meaning given in Condition 5(b) (*Undertakings – Minimum Assets*);

“Monte Titoli” means Monte Titoli S.p.A.;

“Newco Scheme” means a scheme of arrangement (or analogous proceeding) or other action or proceedings (the **“Scheme”**) which effects the interposition of a limited liability company (**“Newco”**) between the Existing Shareholders and the Issuer and which satisfies the following conditions:

- (i) only ordinary shares of Newco are issued to Existing Shareholders;
- (ii) immediately after completion of the Scheme Existing Shareholders are the only shareholders of Newco;
- (iii) immediately after completion of the Scheme Newco is (or wholly owned Subsidiaries of Newco are) the only shareholder (or shareholders) of the Issuer;
- (iv) all Subsidiaries of the Issuer immediately prior to the Scheme (other than Newco if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or of Newco) immediately after completion of the Scheme; and
- (v) immediately after completion of the Scheme the Issuer (or Newco) holds, directly or indirectly, the same percentage of the equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme;

“Noteholder” and **“holder”** means the person in whose name a Note is registered in the Register (as defined in Condition 4(a));

“Offer” means an offer to acquire Shares, whether expressed as a legal offer, an invitation to treat, a scheme with regard to such acquisition or in any other way, in circumstances where such offer is available to all Shareholders or all Shareholders other than any Shareholder who is the person making such offer (or any associate of such person) or who is excluded from the offer by reason of being connected with one or more specific jurisdictions *provided, however, that* a Newco Scheme shall not be an Offer for these purposes;

“Optional Put Date” has the meaning given in Condition 7(h) (*Redemption and Purchase – Redemption at the option of the Noteholders on 21 June 2022*);

“Optional Put Exercise Notice” has the meaning given in Condition 7(h) (*Redemption and Purchase – Redemption at the option of the Noteholders on 21 June 2022*);

“Parity Value” has the meaning given in Condition 7(d) (*Redemption and Purchase – Redemption at the option of the Issuer*);

“Payment Record Date” has the meaning given in Condition 8(c) (*Payments – Payment Record Date*);

“Permitted Security Interest” means:

- (a) any Security Interest arising automatically by operation of law;
- (b) any Security Interest in existence in respect of any asset or property of the Issuer or any of its Subsidiaries on the Issue Date;
- (c) in the case of any entity which becomes a Subsidiary of any member of the Group (or which is merged into the Issuer or any Subsidiary) after the Issue Date, any Security Interest securing Relevant Indebtedness existing over its assets at the time it becomes such a Subsidiary provided that the Security Interest was not created in contemplation of, or in connection with, such entity becoming a Subsidiary and the amounts secured have not been increased in contemplation of or in connection with such entity becoming a Subsidiary;
- (d) any Security Interest created in substitution of or supplementing any Security Interest permitted under paragraphs (a) to (c) above over the same or substituted assets provided that (1) the principal amount secured by the substitute Security Interest does not exceed the principal amount outstanding and secured by the initial Security Interest, (2) in the case of substituted assets, the market value of the substituted assets as at the time of substitution does not exceed the market value of the assets replaced, as determined and confirmed in writing by the Issuer (acting reasonably), (3) in the case of a Security Interest being supplemented, such supplementing was provided for under the relevant contractual arrangements at the time of creation of the Security Interest and is required to comply with such contractual arrangements, and (4) the duration of the substitute Security Interest does not exceed the duration of the initial Security Interest; and
- (e) any Security Interest granted to (or for the benefit of) the holders of Project Bonds;

“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;

“Physical Settlement Commencement Date” has the meaning given in Condition 11(a) (*Settlement and Conversion - Settlement Rights and Conversion Rights*);

“Physical Settlement Notice” has the meaning given in Condition 11(a) (*Settlement and Conversion - Settlement Rights and Conversion Rights*);

“Prevailing Rate” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that date as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies or, if such rate cannot be so determined, the rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined or if such rate cannot be so determined, the rate determined in such other manner as an Independent Financial Adviser shall in good faith consider appropriate;

“Previous Relevant Cash Dividend” has the meaning given in Condition 17 (*Dividends*);

“Project Bonds” means any future Relevant Indebtedness incurred by a Project Bond Subsidiary in the financing or refinancing by such Project Bond Subsidiary of a Concession, in respect of which the Person or Persons to whom any such indebtedness is or may be owed by such Subsidiary has or have no recourse whatsoever to any member of the Group for the repayment thereof other than:

- (a) recourse to all assets of such Project Bond Subsidiary;
- (b) recourse for the purpose only of enabling amounts to be claimed in respect of such indebtedness in an enforcement of any Security Interest (i) given by such Project Bond Subsidiary over its assets (including such Concession or the income, assets, cash flow or other proceeds, deriving therefrom) or (ii) given by any shareholder or Quotaholder, including any member of the Group, in such Project Bond Subsidiary over its shares or Quotas in the capital of such Subsidiary) to secure such indebtedness;
- (c) recourse for amounts limited to the equity commitment obligations assumed by the Issuer or any Subsidiary (other than such Project Bond Subsidiary) in the Capitalisation Undertaking entered into in relation to such Concession,

provided that (A) the extent of such recourse under (b) above in respect of any party other than the relevant Project Bond Subsidiary is limited solely to the amount of any recoveries made on any such enforcement and (B) such Person or Persons is/are not entitled, by virtue of any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding up or dissolution of any member of the Group (other than the relevant Project Bond Subsidiary) or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of any member of the Group (other than the relevant Project Bond Subsidiary) or any assets (save for the Security Interest granted by the relevant Project Bond Subsidiary over its assets or for any pledge over the shares or capital of the relevant Project Bond Subsidiary or for any obligation assumed under (c) above);

“Project Bond Subsidiary” means any Subsidiary of the Issuer or of an Issuer’s Subsidiary:

- (a) which is a single purpose company whose principal assets and business are constituted by the ownership, acquisition, development, leasing and/or operation of a Concession; and
- (b) none of whose Indebtedness in respect of the financing of such ownership, acquisition, development, leasing and/or operation of a Concession is subject to any recourse whatsoever to any member of the Group (other than such Subsidiary) in respect of the repayment thereof, except as expressly referred to in the definition of Project Bonds;

“Quota” means a share in the capital of a *società a responsabilità limitata* or other corporate structure which provides for shares in capital to be represented by quotas;

“Quotaholder” means the holder of a Quota;

“Rate of Interest” means 4.875 per cent. per annum;

“Record Date” means, in respect of any entitlement to receive any dividend or other distribution declared, paid or made, or any rights granted, the record date or other due date for the establishment of the relevant entitlement;

“Reference Shares” means, in respect of the exercise of Conversion Rights by a holder, the number of Shares (rounded down, if necessary, to the nearest whole number) determined by dividing the principal amount of Notes which are the subject of the relevant exercise of Conversion Rights by such holder by the Conversion Price in effect on the relevant Conversion Date;

“Regular Period” means each period from (and including) the Issue Date or any Interest Payment Date to (but excluding) the next (or first) Interest Payment Date;

“Regulation S” means Regulation S under the United States Securities Act of 1933;

“Relevant Cash Dividend” has the meaning given in Condition 17 (*Dividends*);

“Relevant Currency” means Euro or, if at the relevant time or for the purposes of the relevant calculation or determination, Borsa Italiana is not the Relevant Exchange, the currency in which the Shares are quoted or dealt in on the Relevant Exchange at such time;

“Relevant Date” means, in relation to any payment in respect of a Note, whichever is the later of (1) the date on which the payment in question first becomes due and (2) if the full amount payable has not been received in a city in which banks have access to the TARGET2 System by the Principal Paying, Transfer and Conversion Agent or the Trustee 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 Noteholders and the Trustee;

“Relevant Exchange” means Borsa Italiana or, if the Shares are no longer admitted to listing, trading and/or quotation by Borsa Italiana the principal stock exchange or securities market by which the Shares are then admitted to listing, trading and/or quotation;

“Relevant Indebtedness” means any present or future indebtedness (whether being principal, premium, interest or other amounts) in the form of, or represented or evidenced by, notes, bonds or other securities (excluding securities evidencing indebtedness arising under banking facilities) whether issued for cash or in whole or in part for a consideration other than cash, and which are capable, of being quoted, listed or ordinarily traded on any stock exchange, quotation system or recognised over-the-counter or other securities market, provided, however, that any indebtedness represented by notes or similar instruments, issued by consolidated or non-consolidated special purpose vehicles in connection with the securitisation of assets, and in respect of which recourse is limited to such assets, shall not be deemed to constitute Relevant Indebtedness. For the avoidance of doubt, Relevant Indebtedness shall not include, whether of the Issuer or any of its Subsidiaries, (1) any mortgages, bank loans, guarantee or indemnification obligations in connection with the securitisation of assets, or (2) financings undertaken by the Issuer or its Subsidiaries in connection with the creation of pools of assets dedicated to specific transactions (*patrimoni destinati a uno specifico affare*) within the meaning set out under Article 2447bis and subsequent of the Italian Civil Code;

“Relevant Note” has the meaning given in Condition 15(e) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption*)

“Relevant Record Date” has the meaning given in Condition 15(e) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption*)

“Reserved Matter” means, in the context of any meeting of Noteholders, any proposal:

- (i) to change any date fixed for payment of principal or interest in respect of the Notes (including the Optional Put Date), to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;
- (ii) to effect the exchange, conversion or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed (other than as permitted under the Trust Deed);
- (iii) to change the currency in which amounts due in respect of the Notes are payable;
- (iv) to change any aspect of the Settlement Rights or Conversion Rights, other than a reduction in the Conversion Price;
- (v) to change the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution; or
- (vi) to amend this definition of Reserved Matter;

“Restricted Period” has the meaning given in Condition 11(b) (*Settlement and Conversion - Settlement Period and Conversion Period*);

“Retroactive Adjustment Date” has the meaning given in Condition 28 (*Retroactive Adjustments*);

“Rights” means, in respect of any securities or assets, any options, warrants or other rights (other than Share-Related Securities) which by their terms of issue carry a right to subscribe for, purchase or otherwise acquire such securities or assets;

“Securities” means any securities including, without limitation, Shares, or options, warrants or other rights to subscribe for or purchase or acquire Shares;

“Security Interest” means any mortgage, charge, pledge, lien or other security interest including, without limitation, any security interest, under the laws of any jurisdiction;

“Settlement Date” has the meaning given in Condition 12(d) (*Procedure for exercise of Settlement Rights or Conversion Rights – Settlement Date and Conversion Date*);

“Settlement Notice” means a notice of settlement in the form (for the time being current) obtainable from the Specified Office of any Paying, Transfer and Conversion Agent;

“Settlement Period” has the meaning given in Condition 11(b) (*Settlement and Conversion – Settlement and Conversion Period*);

“Settlement Rights” has the meaning given in Condition 11(a) (*Settlement and Conversion - Settlement Rights and Conversion Rights*);

“Share” means an ordinary share, currently of Euro 2.00 par value, in the share capital of the Issuer;

“Shareholder” means the person in whose name a Share is for the time being registered in the register of Share ownership maintained by or on behalf of the Issuer;

“Shareholder Event Notice” has the meaning given in Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*);

“Shareholder Event Redemption Date” has the meaning given in Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*);

“Shareholders’ Resolutions” means one or more resolutions duly passed, approved or adopted at a General Meeting of Shareholders of the Issuer approving and confirming the increase in share capital of the Issuer and disapplication (for the purposes of the relevant capital increase) of any preferential subscription rights to enable the issue of a sufficient number of new Shares to satisfy exercise of Conversion Rights in full through delivery of Shares;

“Share-Related Securities” means any securities (excluding the Notes but including any further Notes issued pursuant to Condition 44 (*Further Issues*)) which by their terms of issue:

- (i) carry a right to subscribe for, purchase or otherwise acquire Shares or any securities which by their terms of issue might be redesignated as Shares; or
- (ii) might be redesignated as Shares or be redesignated so as to carry a right to subscribe for, purchase or otherwise acquire Shares;

“Specified Office” has the meaning given in the Agency Agreement;

“Spin-Off” means:

- (i) a distribution of Spin-Off Securities or Rights in respect of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (ii) any issue, transfer or delivery of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class pursuant to any arrangements with the Issuer or any of its Subsidiaries,

provided, however, that in the case of or in connection with a Newco Scheme the distribution, issue, transfer or delivery of ordinary shares in Newco to Existing Shareholders as a class shall not constitute a Spin-Off;

“Spin-Off Securities” means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer, including, without limitation, securities issued upon a demerger of the Issuer in accordance with Article 2506 et seq. of the Italian Civil Code;

“Subsidiary” of any person means at any relevant time (i) a company more than 50 per cent. of the voting rights of which are owned or controlled, directly or indirectly, by such person or by one or more other Subsidiaries of such person or by such person and one or more Subsidiaries thereof or (ii) any other company in which such person, or one or more other Subsidiaries of such person or such person and one or more other Subsidiaries thereof, directly or indirectly, (a) also by way of shareholders' agreements, has at least a majority ownership in the share or quota capital with voting rights or (b) in any event a dominant influence in a shareholders'/quotaholders' meeting of any such company pursuant to Article 2359, paragraph 1, points 1 and 2, of the Italian Civil Code;

“TARGET Business Day” means any day on which the TARGET2 System is open;

“TARGET2 System” means the Trans-European Automated Real-time Gross settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“Tax Redemption Date” has the meaning given in Condition 7(b) (*Redemption and Purchase - Redemption for tax reasons*);

“Threshold Amount” has the meaning given in Condition 17 (*Dividends*); and

“Volume Weighted Average Price” means, in respect of a Share, Security or, as the case may be, a Spin-Off Security, on any Exchange Business Day, the order book volume-weighted average price of a Share, Security or, as the case may be, a Spin-Off Security on the Relevant Stock Exchange in respect thereof on such Exchange Business Day as published by or derived from Bloomberg page HP (or any successor page) (using the setting “Weighted Average Line”, or any successor setting) for such Share, Security or, as the case may be, a Spin-Off Security in respect of the Relevant Exchange in respect thereof (and, for the avoidance of doubt, such Bloomberg page in respect of the Shares as at the Closing Date is AST IM Equity HP) as determined by the Calculation Agent, if any or, in any such case, such other source as shall be determined to be appropriate by an Independent Financial Adviser in respect of such Exchange Business Day, provided that if on any such Exchange Business Day such price is not available or cannot otherwise be determined as provided above in respect of such Exchange Business Day (the **“Affected VWAP Day”**), the Volume Weighted Average Price of a Share, Security or a Spin-Off Security, as the case may be, in respect of such Exchange Business Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Exchange Business Day on which the same can be so determined, as determined by the Calculation Agent, or, if such immediately preceding Exchange Business Day as aforesaid falls earlier than the 5th day prior to the Affected VWAP Day, as determined by the Calculation Agent,

the Volume Weighted Average Price of a Share, Security or a Spin-Off Security, as the case may be, in respect of such Exchange Business Day shall be such price as is determined in good faith to be appropriate by an Independent Financial Adviser.

- (b) *Construction of certain references:* In these Conditions, unless otherwise specified or unless the context otherwise requires:
- (i) a reference to a business day in any place shall be construed as a reference to a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that place;
 - (ii) the expression the “Notes” shall be construed so as to include any further notes issued pursuant to Condition 44 (*Further Issues*) and forming a single series with the Notes;
 - (iii) references to Notes being “outstanding” shall be construed in accordance with the Trust Deed;
 - (iv) references to any issue or offer or grant to Shareholders “as a class” or “by way of rights” shall be construed so as to include an issue or offer or grant to all or substantially all Shareholders other than Shareholders to whom, by reason of the laws of any jurisdiction or requirements of any recognised regulatory body or any stock exchange in any jurisdiction or in connection with fractional entitlements, it is determined not to make such issue or offer or grant;
 - (v) “equity share capital” means, in relation to a company, its issued share capital excluding any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specified amount in a distribution;
 - (vi) references to the “issue” of Shares shall include the transfer and/or delivery of Shares by the Issuer or any of its Subsidiaries, whether newly issued and allotted or previously existing;
 - (vii) Shares held by the Issuer or any of its Subsidiaries, other than Shares traded through the authorised liquidity provider appointed under the Issuer's liquidity plan adopted in compliance with Consob resolution n. 16839/2008 and duly published, shall not be considered as or treated as “in issue”; and
 - (viii) headings and sub-headings are for ease of reference only and shall not affect the construction of these Conditions.

THE DEBT SECURITY

3. Form and Denomination, Title and Status

(a) *Form and Denomination*

The Notes are in registered form in principal amounts of €100,000 each.

(b) *Title*

Title to the Notes will pass by transfer and registration as described in Condition 4 (*Registration and Transfer of Notes*). The holder (as defined above) of any Note will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

(c) *Status*

The Notes constitute direct, general, unsubordinated and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

4. Registration and Transfer of Notes

(a) *Registration*

The Issuer will cause a register (the “**Register**”) to be kept at the specified office of the Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Notes and the particulars of the Notes held by them and of all transfers, redemptions and conversions of Notes.

(b) *Transfer*

Notes may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred in whole or in part in their principal amount by lodging the relevant Note (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Registrar or any Paying, Transfer and Conversion Agent.

No transfer of a Note will be valid unless and until entered on the Register. A Note may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Note, register the relevant transfer and deliver a new Note to the transferee (and, in the case of a transfer of part only of a Note, deliver a Note for the untransferred balance to the transferor) at

the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Note by uninsured mail to such address as the transferee or, as the case may be, the transferor may request.

(c) *Formalities free of Charge*

Such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Registrar being satisfied with the documents of title and/or identity of the person making the application and (iii) such reasonable regulations as the Issuer may from time to time agree with the Registrar and the Trustee (and as initially set out in the Agency Agreement).

(d) *Closed Periods*

Neither the Issuer nor the Registrar will be required to register the transfer of any Note (or part thereof) (i) during the period of 15 days ending on and including the day immediately prior to the Maturity Date or any earlier date fixed for redemption of the Notes pursuant to Condition 7(b) (*Redemption and Purchase – Redemption for tax reasons*), 7(d) (*Redemption and Purchase – Redemption at the option of the Issuer*) or 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders' Resolutions*); (ii) in respect of which a Settlement Notice or Conversion Notice has been delivered in accordance with Condition 11 (*Settlement and Conversion*); (iii) in respect of which a Noteholder has exercised its right to require redemption pursuant to Condition 7(b) (*Redemption and Purchase – Noteholders' tax option*), 7(f) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Change of Control*), 7(g) (*Redemption and Purchase – Redemption at the option of the Noteholders following a Free Float Event*) or 7(h) (*Redemption and Purchase – Redemption at the option of the Noteholders on 21 June 2022*); or (iv) during the period of 15 days ending on (and including) any Payment Record Date in respect of any payment of interest on the Notes.

5. **Undertakings**

(a) *Negative Pledge*

So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that none of its Material Subsidiaries will, create or permit to subsist any Security Interest, other than a Permitted Security Interest, upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Notes equally and rateably therewith to the satisfaction of the Trustee or (b) providing such other security for the Notes as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an Extraordinary Resolution of Noteholders.

(b) *Minimum Assets*

So long as any Note remains outstanding, the Issuer shall ensure that the aggregate total assets of the Issuer and its Material Subsidiaries (or, where the Material Subsidiary in question prepares consolidated accounts, its total consolidated assets), taken as a whole, shall exceed 70 per cent. of the total consolidated assets of the Group (the “**Minimum Asset Requirement**”). The total assets of the Issuer and the Material Subsidiaries will be calculated in accordance with IFRS, as shown in the most recent individual annual or six-month balance sheet of each of the Issuer or the relevant Material Subsidiary (or, where the Material Subsidiary in question prepares consolidated accounts, its most recent consolidated accounts or six-month reports) as the case may be. The total consolidated assets of the Group will be calculated in accordance with IFRS, as shown in the most recent consolidated audited balance sheet or the consolidated unaudited balance sheet for the most recent six-month period of the Issuer (excluding the notes thereto).

Within 30 days of approval by the Issuer of (i) the annual consolidated financial statements and (ii) the consolidated financial statements for the six-month period, the Issuer shall procure that the accounting firm opining on or certifying such financial statements will deliver a certificate to the Trustee certifying that the Issuer as at the date of such financial statements was in compliance with the Minimum Asset Requirement.

6. **Interest**

- (a) *Interest commencement and rate:* The Notes bear interest from the Issue Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). The amount of interest payable on each Interest Payment Date in respect of each Note shall be Euro 1,218.75. If interest is required to be paid in respect of a Note on any other date, it shall be calculated by applying the Rate of Interest to the principal amount of such Note, multiplying the product by the Day Count Fraction and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).
- (b) *Cessation of interest accrual:* Each Note will cease to bear interest from the due date for redemption, subject as provided in Condition 6(c) (*Interest - Principal Amount not paid on due date*), Condition 15(d) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Interest*) and Condition 15(e) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption*).
- (c) *Principal Amount not paid on due date:* If payment of principal is improperly withheld or refused on any Note on the due date for redemption, such Note will continue to bear interest at the Rate of Interest (both before and after judgment) until the Relevant Date.

7. **Redemption and Purchase**

- (a) *Scheduled redemption:* Unless previously redeemed, converted, or purchased and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date, subject as provided in Condition 8 (*Payments*).

- (b) *Redemption for tax reasons:* Subject as provided in Condition 7(c) (*Redemption and Purchase - Noteholders' tax option*), the Notes 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 Noteholders and the Trustee (which notice shall be irrevocable), at their principal amount, together with unpaid interest accrued to the date fixed for redemption (the "**Tax Redemption Date**"), if, immediately before giving such notice, the Issuer satisfies the Trustee that:
- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 14 June 2017; and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than 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 Notes were then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7(b), the Issuer shall deliver to the Trustee:

- (A) a certificate signed by a director or an Authorised Signatory (as defined in the Trust Deed) 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
- (B) an opinion addressed to the Trustee of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in (i) and (ii) above, in which event they shall be conclusive and binding on the Noteholders.

Subject as provided in Condition 7(c) (*Redemption and Purchase - Noteholders' tax option*), upon the expiry of any such notice as is referred to in this Condition 7(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7(b).

- (c) *Noteholders' tax option:* If the Issuer shall give a redemption notice pursuant to Condition 7(b) (*Redemption and Purchase - Redemption for tax reasons*), each Noteholder will have the right to elect that its Note(s) shall not be redeemed and that the provisions of Condition 9 (*Taxation*) shall not apply in respect of any payment of interest to be made on such Note(s) which falls due after the Tax Redemption Date whereupon no additional amounts shall be payable in respect thereof pursuant to

Condition 9 (*Taxation*) and payment of all amounts shall be made subject to the deduction or withholding of the relevant the Italian taxation required to be withheld or deducted. To exercise a right pursuant to this Condition 7(c), the relevant Noteholder must present a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying, Transfer and Conversion Agent (together with its Notes) by not later than 20 days prior to the Tax Redemption Date at the specified office of any Paying, Transfer and Conversion Agent.

(d) *Redemption at the option of the Issuer:* The Notes may be redeemed at the option of the Issuer in whole, but not in part, at their principal amount together with unpaid interest accrued to the date fixed for redemption:

- (i) at any time on or after 6 July 2021, *provided that* on each of not less than 20 Exchange Business Days in any period of 30 consecutive Exchange Business Days ending not earlier than the seventh day prior to the date on which the relevant notice of redemption is given by the Issuer to the Noteholders the Parity Value in respect of a Note shall have exceeded €130,000; or
- (ii) at any time if prior to the date on which the relevant notice of redemption is given by the Issuer less than 15 per cent. in principal amount of the Notes originally issued (including any further notes consolidated and forming a single series with the Notes at such date) remain outstanding.

The “**Parity Value**” of a Note in respect of any Exchange Business Day means the principal amount divided by the Conversion Price on such Exchange Business Day, multiplied by the Volume Weighted Average Price of the Shares on such Exchange Business Day.

In order to exercise such option the Issuer shall give not less than 30 nor more than 90 days’ notice to the Trustee and the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the date for redemption specified in such notice).

For the purpose of Condition 7(d)(i):

- (i) the provisos to the definition of Current Market Price shall not apply; and
- (ii) if on any Exchange Business Day during the 30 Exchange Business Day period the Shares have been quoted cum-Dividend (or cum any other entitlement), then the Current Market Price on the dates on which the Shares have been quoted cum-Dividend (or cum any other entitlement) shall be reduced by an amount equal to the Fair Market Value of that Dividend (or entitlement) per Share (excluding any associated tax credit and less the tax (if any) falling to be deducted on payment thereof to a resident of the Republic of Italy).

(e) *Redemption following non-passing of the Shareholders’ Resolutions:*

Redemption at the option of the Issuer following non-passing of the Shareholders’ Resolutions: If the Shareholders’ Resolutions are not passed by the Long-Stop Date,

the Issuer may give notice (a “**Shareholder Event Notice**”) in writing to the Trustee and to the Noteholders in accordance with Condition 45 (*Notices*) no later than 10 Exchange Business Days after the Long-Stop Date that it will redeem all but not some only of the Notes on the date falling 3 Exchange Business Days after the end of the Fair Note Value Calculation Period (the “**Shareholder Event Redemption Date**”) at the greater of (x) 102 per cent. of their principal amount, together with accrued but unpaid interest to (but excluding) the Shareholder Event Redemption Date and (y) 102 per cent. of the Fair Note Value of the Notes, together with accrued but unpaid interest to (but excluding) the Shareholder Event Redemption Date; provided that the Issuer will give notice to the Trustee in writing of the passing/non-passing of the Shareholders’ Resolutions no later than 5 Exchange Business Days thereafter.

“**Fair Note Value**” means the price calculated by an Independent Financial Adviser as being the average of the prices of the Notes on each Exchange Business Day during the Fair Note Value Calculation Period.

“**Fair Note Value Calculation Period**” means the period of 5 consecutive Exchange Business Days commencing on the Exchange Business Day following the date of the Shareholder Event Notice.

- (f) *Redemption at the option of the Noteholders following a Change of Control:* The Issuer shall, at the option of the holder of any Note, redeem such Note on the Change of Control Put Date at a price equal to 100 per cent. of its principal amount together with unpaid interest accrued to such date. In order to exercise the option contained in this Condition 7(f), the holder of a Note must, during the Change of Control Put Option Period, deposit with any Paying, Transfer and Conversion Agent such Note and a duly completed put option notice (a “**Change of Control Put Option Notice**”) in the form obtainable from any Paying, Transfer and Conversion Agent.

Payment in respect of any such Note shall be made by transfer to a Euro account with a bank in a city in which banks have access to the TARGET2 System as specified by the relevant Noteholder in the relevant Change of Control Put Option Notice.

No Note, once deposited with a duly completed Change of Control Put Option Notice in accordance with this Condition 7(f), may be withdrawn; *provided, however, that if*, prior to the Change of Control Put Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Change of Control Put Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying, Transfer and Conversion Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Change of Control Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder.

“**Change of Control Put Date**” means the date which is the fourteenth day after the last day of the Change of Control Put Option Period.

“**Change of Control Put Option Period**” means the period of 60 calendar days starting on the day after the date on which the Issuer gives a Change of Control Event Notice in accordance with Condition 16(d) (*Change of Control - Adjustment to the Conversion Price*).

For the purposes of this Condition 7(f), the Trustee and the Calculation Agent shall be entitled to assume, unless otherwise informed by the Issuer in writing, that no Change of Control Event has occurred and shall incur no liability to any person for so doing.

- (g) *Redemption at the option of the Noteholders following a Free Float Event:* If and whenever a Free Float Event shall occur the Issuer shall, within 14 calendar days following the occurrence of a Free Float Event, give notice to the Noteholders (a “**Free Float Event Notice**”), with a copy to the Trustee, of such event. The Issuer shall, at the option of the holder of any Note, redeem such Note on the Free Float Event Put Date at a price equal to 100 per cent. of its principal amount together with unpaid interest accrued to such date. In order to exercise the option contained in this Condition 7(g), the holder of a Note must, during the Free Float Event Put Option Period, deposit with any Paying, Transfer and Conversion Agent such Note and a duly completed put option notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder (a “**Free Float Event Put Option Notice**”) in the form obtainable from any Paying, Transfer and Conversion Agent.

Payment in respect of any such Note shall be made by transfer to a Euro account with a bank in a city in which banks have access to the TARGET2 System as specified by the relevant Noteholder in the relevant Free Float Event Put Option Notice.

No Note, once deposited with a duly completed Free Float Event Put Option Notice in accordance with this Condition 7(g), may be withdrawn; *provided, however, that* if, prior to the Free Float Event Put Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Free Float Event Put Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying, Transfer and Conversion Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Free Float Event Put Option Notice.

“**Free Float**” means all issued and outstanding Shares less the aggregate of those Shares held directly or indirectly by FIN.AST. S.r.l. and Finetupar International S.A. or by any other person (or persons who have entered into shareholders’ agreements or lock-up agreements concerning the Shares with a duration of more than six months) holding more than 3 per cent. of the issued and outstanding Shares (other than, in each case, Shares held by any collective investment undertakings, pension funds and social security institutions).

A “**Free Float Event**” shall be deemed to have occurred each time the Free Float of the Issuer falls below 15 per cent. of the issued and outstanding Shares for not less than 20 consecutive Exchange Business Days.

“**Free Float Event Put Date**” means the date which is the fourteenth day after the last day of the Free Float Event Put Option Period.

“**Free Float Event Put Option Period**” means the period of 60 calendar days starting on the day after the date on which a Free Float Event Notice is given to Noteholders as required by this Condition 7(g).

For the purposes of this Condition 7(g), the Trustee and the Calculation Agent shall be entitled to assume, unless otherwise informed by the Issuer in writing, that no Free Float Event has occurred and shall incur no liability to any person for so doing.

(h) *Redemption at the option of the Noteholders on 21 June 2022*

The holder of each Note will have the right to require the Issuer to redeem that Note on 21 June 2022 (the “**Optional Put Date**”) at its principal amount. To exercise such right, the holder of the relevant Note must deliver such Note to the specified office of any Paying, Transfer and Conversion Agent, together with a duly completed and signed notice of exercise in the form for the time being current obtainable from the specified office of any Paying, Transfer and Conversion Agent (the “**Optional Put Exercise Notice**”) not earlier than 90 days nor less than 45 days prior to the Optional Put Date.

Payment in respect of any such Note shall be made by transfer to a Euro account with a bank in a city in which banks have access to the TARGET2 System as specified by the relevant Noteholder in the relevant Optional Put Exercise Notice.

No Note, once deposited with a duly completed Optional Put Exercise Notice in accordance with this Condition 7(h), may be withdrawn; *provided, however, that if*, prior to the Optional Put Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Optional Put Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying, Transfer and Conversion Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Optional Put Exercise Notice.

(i) *Further requirements for notices given pursuant to Condition 7(b) (Redemption and Purchase - Redemption for tax reasons) and Condition 7(d) (Redemption and Purchase - Redemption at the option of the Issuer)*

Any notice given by the Issuer pursuant to Condition 7(b) (*Redemption and Purchase - Redemption for tax reasons*) or Condition 7(d) (*Redemption and Purchase - Redemption at the option of the Issuer*) shall specify (i) the date when the relevant redemption will take place, which shall not be a date which falls in a Restricted Period, a Further Restricted Period or a Change of Control Restricted Period, or the period ending 15 days thereafter, (ii) the Conversion Price in effect as at the date of the notice, (iii) the last day on which Settlement Rights or, as appropriate, Conversion Rights may be exercised by a Noteholder and (iv) whether or not any interest could be payable pursuant to Condition 15(e) (*Rights Arising on exercise of Settlement Rights or Conversion Rights - Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption*) upon conversion of a Note.

Any such notices that specify a redemption date that falls during a Restricted Period, a Further Restricted Period or a Change of Control Restricted Period, or a period ending 15 days thereafter, shall be deemed not to have been delivered and shall be null and void.

(j) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Condition 7(a) (*Redemption and Purchase - Scheduled*

redemption), Condition 7(b) (Redemption and Purchase - Redemption for tax reasons), Condition 7(d) (Redemption and Purchase - Redemption at the option of the Issuer), 7(e) (Redemption and Purchase - Redemption following non-passing of the Shareholders' Resolutions), Condition 7(f) (Redemption and Purchase - Redemption at the option of the Noteholders following a Change of Control) and Condition 7(g) (Redemption and Purchase - Redemption at the option of the Noteholders following a Free Float Event).

- (k) *Purchase:* The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.
- (l) *Cancellation:* All Notes redeemed by the Issuer, and all Notes which are converted, shall be cancelled and may not be reissued or resold. Subject to the requirements (if any) of any stock exchange on which the Notes may be admitted to listing and trading at the relevant time and subject to compliance with all applicable laws and regulations, Notes purchased by the Issuer or any of its Subsidiaries may be held or resold by the Issuer or submitted for cancellation by the Issuer or its Subsidiaries, in each case, at the Issuer's discretion.

8. **Payments**

- (a) *Principal and interest:* Payments of principal and interest in respect of the Notes shall be made to the persons that are shown as the holders thereof in the Register at the close of business on the Payment Record Date.
- (b) *Other amounts:* Payments of all amounts other than as provided in Condition 8(a) will be made as provided in these Conditions.
- (c) *Payment Record Date:* **"Payment Record Date"** means the fifth day before the due date for the relevant payment.

*The Notes on issue will be represented by a global Note (the **"Global Note"**) registered in the name of a common depositary for Euroclear Bank SA/NV (**"Euroclear"**) and/or Clearstream Banking, société anonyme (**"Clearstream, Luxembourg"**).*

*All payments in respect of Notes represented by the Global Note will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the **Clearing System Business Day** immediately prior to the date for payment, where **"Clearing System Business Day"** means Monday to Friday inclusive except 25 December and 1 January.*

- (d) *Payments*

Each payment in respect of the Notes pursuant to Condition 8(a) and (b) will be made by transfer to a Euro account maintained by the payee with a bank in a city in which banks have access to the TARGET2 System.

Payment instructions (for value on the due date or, if that is not a TARGET Business Day, for value the first following day which is a TARGET Business Day) will be initiated on the TARGET Business Day preceding the due date for payment (for value the next TARGET Business Day).

- (e) *Payments subject to fiscal laws:* Save as provided in Condition 9 (*Taxation*), all payments in respect of the Notes are subject in all cases (i) to any other applicable fiscal or other laws and regulations in the place of payment and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements; and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof (“**FATCA**”) or any law implementing an intergovernmental approach to FATCA.
- (f) *Payments on business days:* Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date not being a TARGET Business Day.
- (g) *Partial payments:* If a Paying, Transfer and Conversion Agent makes a partial payment in respect of any Note presented to it for payment, such Paying, Transfer and Conversion Agent will endorse thereon a statement indicating the amount and date of such payment.

9. **Taxation**

All payments of principal and interest in respect of the Notes 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 thereof 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, subject as provided in Condition 7(c) (*Redemption and Purchase - Noteholders' tax option*), the Issuer shall pay such additional amounts as will result in receipt by the Noteholders 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 Note presented for payment:

- (A) in respect of any Note presented for payment in the Republic of Italy; or
- (B) in respect of any Note presented for payment by or on behalf of a Noteholder who is:
 - (i) entitled to avoid such deduction or withholding by making a declaration of non-residence or residence or other similar claim for exemption; or
 - (ii) liable to such taxes, duties, assessments or governmental charges by reason of his having some connection with the Republic of Italy, other than the mere holding of the Note; or
- (C) in respect of any Note presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the EU; or

- (D) in respect of any Note presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on such thirtieth day, assuming that day to have been a day on which payments under the Notes could have been made; or
- (E) in relation to any payment or deduction of any interest, premium or proceeds of any Note on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996, as amended and supplemented (“**Decree 239**”), and in general in all circumstances in which the requirements and procedures set forth in Decree 239 have not been met or complied with; or
- (F) in respect of any Note where such withholding or deduction is required pursuant to Italian Law Decree No. 512 of 30 September 1983, converted into Law No. 649 of 25 November 1983 (as amended); or
- (G) in respect of any Note where such withholding or deduction is required pursuant to Italian Presidential Decree No. 600 of 29 September 1973 (as amended); or
- (H) where such withholding or deduction is imposed pursuant to any legislative decrees implementing Law No. 80 of 7 April 2003.

For the avoidance of doubt, if an amount were to be deducted or withheld from interest, principal or other payments on the Notes pursuant to (i) the provisions of the Code or (ii) any regulations thereunder or official interpretations thereof, or (iii) an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof, or (iv) any law implementing such an intergovernmental agreement (any such withholding or deduction, a “**FATCA Withholding**”), none of the Issuer, any paying agent or any other person shall be required to pay any additional amount in respect of a FATCA Withholding.

Any reference in these Conditions to principal or interest shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 9 or any undertaking given in addition to or in substitution of this Condition 9 pursuant to the Trust Deed.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction.

10. **Events of Default**

If any of the following events occurs, then the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter of the aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject, in the case of the happening of any of the events mentioned in paragraph (i) (*Failure to take action, etc.*) below and, in relation only to a Material Subsidiary of the Issuer, paragraph (c) (*Cross-acceleration of Issuer or Material Subsidiary*), (e) (*Security enforced*) or (f) (*Insolvency, etc.*), below, to the Trustee having certified in writing that the happening of such event is in its opinion materially

prejudicial to the interests of the Noteholders and, in all cases, to the Trustee having been indemnified, prefunded and/or provided with security to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality:

- (a) *Non-payment:* the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest or any other amount in respect of any of the Notes (including, without limitation, the Cash Alternative Amount or the Additional Cash Amount) within five Milan business days of the due date for payment thereof; or
- (b) *Non-delivery of Shares:* the Issuer fails to deliver Shares when required to do so upon exercise of Conversion Rights within 15 Milan business days of the due date for delivery thereof; or
- (c) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed and such default (i) is incapable of remedy or (ii) being a default which is capable of remedy remains unremedied for 60 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer; or
- (d) *Cross-acceleration of Issuer or Material Subsidiary:*
 - (i) any Indebtedness of the Issuer or any of its Material Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
 - (ii) any such Indebtedness becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer or (as the case may be) the relevant Material Subsidiary or (*provided that* no event of default, howsoever described, has occurred) any person entitled to such Indebtedness; or
 - (iii) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Indebtedness;

provided that the amount of Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above individually or in the aggregate exceeds Euro 25 million (or its equivalent in any other currency or currencies); or

- (e) *Unsatisfied judgment:* one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of an amount in excess of Euro 25 million (or its equivalent in any other currency or currencies), whether individually or in aggregate, is rendered against the Issuer or any of its Material Subsidiaries and continue(s) unsatisfied and unstayed for a period of 60 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (f) *Security enforced:* a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a substantial (in the opinion of the Trustee having regard to the aggregate assets of the Issuer and its Material Subsidiaries) part

of the undertaking, assets and revenues of the Issuer or any of its Material Subsidiaries; or

- (g) *Insolvency, etc.*: (i) the Issuer or any of its Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or any of its Material Subsidiaries or the whole or a substantial (in the opinion of the Trustee having regard to the aggregate assets of the Issuer and its Material Subsidiaries) part of the undertaking, assets and revenues of the Issuer or any of its Material Subsidiaries is appointed (or application for any such appointment is made), (iii) the Issuer or any of its Material Subsidiaries takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it or (iv) the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than for the purposes of or pursuant to a Newco Scheme or, in the case of a Material Subsidiary of the Issuer, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or
- (h) *Winding up, etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or any of its Material Subsidiaries (otherwise than for the purposes of or pursuant to a Newco Scheme or, in the case of a Material Subsidiary of the Issuer, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or
- (i) *Analogous event*: any event occurs which under the laws of the Republic of Italy has an analogous effect to any of the events referred to in paragraphs (d) (*Unsatisfied judgment*) to (g) (*Winding up, etc.*) above; or
- (j) *Failure to take action, etc.*: any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes or the Trust Deed, (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Notes and the Trust Deed admissible in evidence in the courts of the Republic of Italy is not taken, fulfilled or done; or
- (k) *Unlawfulness*: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Trust Deed.

SETTLEMENT RIGHTS AND EQUITY OPTION

11. Settlement and Conversion

(a) Settlement Rights and Conversion Rights

Subject as provided in these Conditions, each Note shall initially entitle the holder to require the Issuer to redeem such Note at the relevant Cash Alternative Amount subject to the terms and conditions provided herein (the “**Settlement Rights**”).

The Issuer shall, no later than five Exchange Business Days following the registration of the Shareholders’ Resolutions with the competent registrar, give notice (the

“**Physical Settlement Notice**”) in writing to the Trustee and to the Noteholders in accordance with Condition 45 (*Notices*) with a copy to the Principal Paying, Transfer and Conversion Agent and the Calculation Agent, that the Settlement Rights relating to the Notes shall terminate and instead Conversion Rights shall apply, specifying a date (the “**Physical Settlement Commencement Date**”) which shall not be later than 10 Exchange Business Days after the date on which the Physical Settlement Notice is given.

Subject as provided in these Conditions, if the Issuer shall have given a Physical Settlement Notice, each Note shall entitle the holder to convert such Note into fully-paid Shares (the “**Conversion Right**”) from the Physical Settlement Commencement Date (and the Settlement Rights shall cease to apply).

(b) *Settlement Period and Conversion Period:*

- (i) *Settlement Period:* Subject to and as provided in these Conditions and unless a Shareholder Event Notice has been given by the Issuer in accordance with Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*), the Settlement Rights in respect of a Note may be exercised, at the option of the holder thereof, at any time from the period which begins on the 15th Exchange Business Day after the Long-Stop Date (or, if earlier, on the occurrence of a Change of Control Event or a Free Float Event or on the date of any notice from the Trustee declaring the Notes to be immediately due and payable pursuant to Condition 10 (*Events of Default*), as the case may be) (provided that the Physical Settlement Commencement Date does not occur prior to the Long-Stop Date) subject to any applicable fiscal or other laws or regulations and as hereinafter provided, to the close of business (at the place where the relevant Note is delivered for settlement) on the date which is the earlier of (i) the Physical Settlement Commencement Date, (ii) the day which, on such day, is expected to be the day falling 31 Exchange Business Days prior to the Maturity Date or (iii) the seventh calendar day prior to any earlier date fixed by the Issuer for redemption of the Notes, such period being the “**Settlement Period**”; and
- (ii) *Conversion Period:* Subject to and as provided in these Conditions, and provided that the Issuer has published a Physical Settlement Notice, the Conversion Rights in respect of a Note may be exercised, at the option of the holder thereof, at any time from and including the Physical Settlement Commencement Date to the date which is the earlier of (i) the close of business on the day which, on such day, is expected to be the date falling 31 Exchange Business Days prior to the Maturity Date or (ii) the seventh calendar day prior to any earlier date fixed by the Issuer for redemption of the Notes, such period being the “**Conversion Period**”,

provided, however, that:

- (A) if the Issuer shall default in making payment in full in respect of such Note on the date fixed for redemption thereof, the Settlement Rights or, as appropriate, Conversion Rights shall extend up to and including the date upon which the full amount of the moneys payable in respect of such Note has been duly received by the Trustee or the Principal Paying, Transfer and Conversion

Agent and notice of such receipt has been given to the Noteholders in accordance with Condition 45 (*Notices*) or, if earlier, up to and including the day which is ten days before the Maturity Date; and

- (B) in any such case, if the last day for exercise of Settlement Rights or, as appropriate, Conversion Rights would otherwise be a day which is not a business day in the place where the Settlement Notice or Conversion Notice in respect of the Note is deposited, the last day for exercise of Settlement Rights or, as appropriate, Conversion Rights shall be the immediately preceding business day in such place.

In any event (i) Settlement Rights shall not be exercisable (A) if the Shareholders' Resolutions are passed and the registration of such Shareholders' Resolutions has taken place by the date falling 15 Exchange Business Days after the Long-Stop Date (unless (x) a Change of Control Event or Free Float Event has occurred or (y) the Trustee has declared the Notes to be immediately due and payable pursuant to Condition 10 (*Events of Default*) prior to the Physical Settlement Commencement Date) or (B) a Shareholder Event Notice has been given by the Issuer in accordance with Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders' Resolutions*), and (ii) Settlement Rights or, as appropriate, Conversion Rights may not be exercised on or after the date any Change of Control Put Option Notice pursuant to Condition 7(f) (*Redemption and Purchase - Redemption at the option of the Noteholders following a Change of Control*), any Free Float Event Put Option Notice pursuant to Condition 7(g) (*Redemption and Purchase - Redemption at the option of the Noteholders following a Free Float Event*) or any Optional Put Exercise Notice pursuant to Condition 7(h) (*Redemption and Purchase - Redemption at the option of the Noteholders on 21 June 2022*) is given.

If the board of directors of the Issuer resolves to convene a shareholders' meeting, Conversion Rights in respect of a Note may not be exercised from the date of the resolution of the board of directors up to and including the date of the shareholders' meeting (the “**Restricted Period**”). Furthermore, if the board of directors of the Issuer resolves to convene a shareholders' meeting to resolve upon the distribution of Dividends, Conversion Rights in respect of a Note may not be exercised from the date of the resolution by the board of directors up to and including the date immediately preceding the relevant ex date for the payment of the Dividend approved at the relevant shareholders' meeting (the “**Further Restricted Period**”).

The foregoing shall not apply if the board of directors of the Issuer resolves to convene a shareholders' meeting if (i) a Change of Control Event has already occurred; or (ii) a Change of Control Event occurs immediately following the date of such board resolution. In that case, Noteholders shall be entitled to exercise Conversion Rights during the Change of Control Period, provided that they shall not be entitled to exercise Conversion Rights during the Change of Control Restricted Period.

The “**Change of Control Restricted Period**” means the period commencing on and including the 7th Exchange Business Day preceding the shareholders' meeting and ending on and including (A) the date of the relevant shareholders' meeting (where the shareholders' meeting has not been convened to resolve upon the distribution of Dividends) or, (B) if a shareholders' meeting has been convened to resolve upon the

distribution of Dividends, on the date immediately preceding the relevant ex date for payment of the relevant Dividend.

Notwithstanding the above, the Change of Control Restricted Period shall never exceed a period of 40 calendar days. For the avoidance of doubt, if the ex date for the payment of the Dividend falls more than 40 calendar days after the start of the Change of Control Restricted Period, such Change of Control Restricted Period shall be deemed to end 40 calendar days after the first day of the Change of Control Restricted Period. Conversion Notices that are received during a Restricted Period, a Further Restricted Period or a Change of Control Restricted Period shall be deemed not to have been delivered and shall be null and void.

For the avoidance of doubt, (a) if a Shareholder Event Notice is given by the Issuer in accordance with Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*), there will be no Settlement Period and the Notes may be redeemed by the Issuer in accordance with Condition 7(e) (*Redemption and Purchase – Redemption following non-passing of the Shareholders’ Resolutions*) (b) if the Shareholders’ Resolutions are not passed and the registration of such Shareholders’ Resolutions has not taken place by the date falling 15 Exchange Business Days after the Long-Stop Date, there will be no Conversion Period and the Settlement Period shall continue until the date specified in Condition 11(b)(i) and (c) if the Shareholders’ Resolutions are passed and the registration of such Shareholders’ Resolution has taken place on or prior to the date falling 15 Exchange Business Days after the Long-Stop Date, there will be no Settlement Period (unless a Change of Control Event or Free Float Event has occurred or the Trustee has declared the Notes to be immediately due and payable pursuant to Condition 10 (*Events of Default*) prior to the Physical Settlement Commencement Date) and instead the Conversion Rights shall apply until the date specified in Condition 11(b)(ii).

- (c) *Conversion Price:* The Conversion Price in effect on the Issue Date is Euro 7.8416. The Conversion Price in effect on any subsequent date shall be the Conversion Price in effect on the Issue Date subject to any subsequent adjustment in accordance with these Conditions and the expression “Conversion Price” shall be construed accordingly.
- (d) *Fractions of a Share:* Fractions of a Share will not be delivered on conversion and no cash payment or other adjustment will be made in lieu thereof. However, if more than one Note is to be converted at any one time by the same Noteholder such that the Shares to be delivered upon conversion thereof are to be registered in the same name, the number of Shares which shall be delivered upon conversion thereof shall be calculated by the Calculation Agent on the basis of the aggregate principal amount of the Notes so to be converted and rounded down to the nearest whole number of Shares.
- (e) *Shares delivered on exercise of Conversion Rights:* The Shares to be delivered upon exercise of Conversion Rights will either be newly issued by the Issuer or will be, at the sole discretion of the Issuer, existing Shares of the Issuer, in each case with the rights and benefits referred to in Conditions 15(a) (*Rights Arising on exercise of Settlement Rights or Conversion Rights– Rights in respect of Shares delivered upon conversion*), 15(b) (*Rights Arising on exercise of Settlement Rights or Conversion Rights– Dividends and other distributions*) and 15(c) (*Rights Arising on exercise of*

Settlement Rights or Conversion Rights- Voting Rights), provided that the Issuer will treat all Noteholders converting their Notes on the same Conversion Date equally.

12. **Procedure for exercise of Settlement Rights or Conversion Rights**

(a) *Deposit of Note:* To exercise the Settlement Rights or (provided that the Issuer has published a Physical Settlement Notice) the Conversion Rights attaching to any Note, the Noteholder must:

- (i) complete, execute and deposit at the Noteholder's own expense during normal business hours on any business day during the Settlement Period or Conversion Period, as appropriate, at the Specified Office of any Paying, Transfer and Conversion Agent a Settlement Notice or Conversion Notice (in duplicate), as appropriate;
- (ii) at the same time deposit the relevant Note at the Specified Office of the same Paying, Transfer and Conversion Agent; and
- (iii) pay to the Issuer (or to such person as the Issuer may direct) any applicable Conversion Expenses.

A Settlement Notice or, as appropriate, Conversion Notice once deposited shall not be withdrawn without the consent in writing of the Issuer.

(b) *Conversion Expenses:* The Issuer will pay or, as the case may be, reimburse a Noteholder for, all stamp, issue, registration or other similar taxes and duties (if any) arising in the Republic of Italy on the issue of Shares on conversion of the Notes, their transfer and delivery to or to the order of the converting Noteholder or, as the case may be, the Trustee (including without limitation, in case of delivery of existing shares, any such taxes payable in Italy pursuant to Article 1, paragraphs 491 to 500, of Law no. 228 of 24 December 2012, as amended) (subject as provided in Condition 13 (*Settlement*)), any expenses of obtaining a listing for such Shares on the Relevant Exchange and all charges of the Paying, Transfer and Conversion Agents in connection therewith as provided in the Agency Agreement. Subject thereto, as conditions precedent to conversion, the Noteholder must pay to the Issuer (or to such person as the Issuer may direct) all stamp, issue, registration or other similar taxes and duties (if any) (“**Conversion Expenses**”) arising on conversion which may be payable:

- (i) in the country in which the Specified Office of the relevant Paying, Transfer and Conversion Agent is located (if not the Republic of Italy); and
- (ii) in any other jurisdiction,

as a result of the issue, transfer or delivery of Shares or any other property or cash upon conversion to or to the order of the converting Noteholder.

(c) *U.S. certification:* Upon exercising the Conversion Rights attaching to any Note, the Noteholder shall be required to represent and agree in the Conversion Notice that at the time of execution and deposit of such Conversion Notice it or the person who has the beneficial interest in that Note is not in the United States (within the meaning of Regulation S) and it, or such person, purchased such Note, or the beneficial interest

therein, in a transaction made in accordance with Rule 903 or Rule 904 of Regulation S. No Shares will be delivered to a Noteholder unless the Noteholder satisfies the foregoing conditions.

- (d) *Settlement Date and Conversion Date:* The settlement date in respect of a Note (the “**Settlement Date**”) or the conversion date in respect of a Note (the “**Conversion Date**”) shall be the Milan business day following the satisfaction of the conditions specified in Condition 12(a) (*Procedure for exercise of Settlement Rights or Conversion Rights - Deposit of Note*) and shall fall within the Settlement Period or Conversion Period, as the case may be. Any Settlement Notice or Conversion Notice delivered in circumstances where the relevant Settlement Date or Conversion Date, as applicable, shall not fall within the Settlement Period or Conversion Period, as applicable, shall be deemed not to have been delivered and shall be null and void.
- (e) *Specified account:* Upon exercise of Settlement Rights or, as appropriate, Conversion Rights, a Noteholder shall in the relevant Settlement Notice or, as appropriate, Conversion Notice, specify a Euro account with a bank in a city in which banks have access to the TARGET2 System to which any cash amount payable on or in respect of the exercise of Settlement Rights or, as appropriate, Conversion Rights by that Noteholder shall be credited and the Issuer shall pay such sum to the relevant Noteholder in accordance with any such directions.

13. **Settlement**

- (a) *Settlement Rights and Conversion Rights – Payment of Cash Alternative Amount:* The Issuer will pay the Cash Alternative Amount no later than five TARGET Business Days following the end of the relevant Cash Alternative Calculation Period by transfer to a Euro account with a bank in a city in which banks have access to the TARGET2 System in accordance with instructions contained in the relevant Settlement Notice or Conversion Notice, as applicable.
- (b) *Conversion Rights:* Shares to be delivered on conversion of the Notes will be delivered in uncertificated form through Monte Titoli, unless, at the time of issue, the Shares are not capable of delivery through Monte Titoli. Where Shares are to be delivered through Monte Titoli, they will be delivered to the account specified by the relevant Noteholder in the relevant Conversion Notice by not later than nine Milan business days following the relevant Conversion Date.

If the Shares are not a participating security in Monte Titoli at the relevant time, the Shares to be delivered on exercise of Conversion Rights will be delivered in such manner as may be in accordance with market practice, and as notified by the Issuer to Noteholders.

14. **Cash Alternative Election**

- (a) *Issuer's Election:* Upon the exercise of Conversion Rights by a Noteholder, the Issuer may make an election in respect of the Notes being converted (a “**Cash Alternative Election**”). If a Cash Alternative Election is made by the Issuer, the Issuer shall make payment to the relevant holder of the relevant Cash Alternative Amount in respect of the Cash Settled Shares specified in the relevant Cash Alternative Election Notice, together with any other amount payable by the Issuer to such holder pursuant to these

Conditions in respect of or relating to the relevant exercise of Conversion Rights, and issue or transfer and deliver to the relevant holder a number of Shares as is equal to the Reference Shares minus the Cash Settled Shares.

- (b) *Cash Alternative Election Notice:* In order to make a Cash Alternative Election, the Issuer must give notice thereof (the “**Cash Alternative Election Notice**”) to the relevant Noteholder (with a copy to the Trustee) on or prior to the Cash Election Date. Such notice shall set out (A) the number of Shares (if any) to be delivered and (B) the number of Shares in respect of which a Cash Alternative Amount shall be paid, in each case pursuant to Condition 14(a). Such notice shall be given in accordance with the directions specified in the relevant Conversion Notice.

15. **Rights Arising on exercise of Settlement Rights or Conversion Rights**

- (a) *Rights in respect of Shares delivered upon conversion:* Shares delivered upon exercise of Conversion Rights will be delivered with full title guarantee, will be fully paid, free from any liens, charges, encumbrances, pre-emptive rights or other third-party rights and, subject as provided in Conditions 15(b) (*Rights Arising on exercise of Settlement Rights or Conversion Rights– Dividends and other distributions*) and 15(c) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Voting Rights*) and to any mandatory provisions of applicable law:
 - (i) such Shares will rank *pari passu* in all respects with all other Shares in issue on the Conversion Date; and
 - (ii) the holders of such Shares will be treated by the Issuer as Shareholders for all purposes with effect from and including the Conversion Date.
- (b) *Dividends and other distributions:* Shares delivered upon exercise of Conversion Rights will (subject to any mandatory provisions of applicable law) rank *pari passu* in respect of Dividends and other distributions declared, paid or made, or rights granted, with all other Shares in issue on the Conversion Date except that, in the case of newly issued Shares, such Shares will not rank for any Dividend or other distribution declared, paid or made on, or rights granted in respect of, the Shares for which the Record Date precedes the Conversion Date.
- (c) *Voting rights:* Shares delivered upon exercise of Conversion Rights will (subject to any mandatory provisions of applicable law) rank *pari passu* in respect of voting rights with all other Shares in issue on the Conversion Date except that, in the case of newly issued Shares, they will not rank for any voting rights where the entitlement to voting rights accrues to Shareholders by reference to a Record Date which precedes the Conversion Date.
- (d) *Interest:* Save as provided in Condition 15(e) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption*), upon exercise of Settlement Rights or Conversion Rights in respect of any Note:
 - (i) if the Settlement Date or, as appropriate, Conversion Date falls on an Interest Payment Date, the Noteholder shall not be entitled to receive the payment of interest otherwise due on such Interest Payment Date; and

- (ii) in any other case, the Noteholder shall cease to be entitled to any interest accrued on the relevant Note since the Interest Payment Date immediately preceding such Settlement Date or, as appropriate, Conversion Date (or, if such Settlement Date or, as appropriate, Conversion Date falls on or before the first Interest Payment Date, since the Issue Date),

and, in either case, no payment or adjustment shall be made on exercise of Settlement Rights or Conversion Rights for any such interest accrued since the Interest Payment Date immediately preceding such Settlement Date or, as appropriate, Conversion Date (or, if such Settlement Date or, as appropriate, Conversion Date falls on or before the first Interest Payment Date, since the Issue Date).

- (e) *Interest upon exercise of Settlement Rights or Conversion Rights due to early redemption:* If:

- (i) any notice requiring the redemption of any Notes is given pursuant to Condition 7(b) (*Redemption and Purchase - Redemption for tax reasons*) or Condition 7(d) (*Redemption and Purchase - Redemption at the option of the Issuer*) on or after (or within 15 days before) the beginning of the relevant Restricted Period (the “**Relevant Record Date**”) in respect of any dividend payable in respect of the Shares;
- (ii) such notice specifies a date for redemption falling on or before the Interest Payment Date (or within 15 days after) next following the Relevant Record Date; and
- (iii) the Settlement Date or, as appropriate, Conversion Date in respect of any Note the subject of any such notice (a “**Relevant Note**”) falls after the Relevant Record Date and on or before the Interest Payment Date next following the Relevant Record Date,

then interest shall accrue on each Relevant Note from and including the preceding Interest Payment Date (or, if the relevant Settlement Date or, as appropriate, Conversion Date falls on or before the first Interest Payment Date, from and including the Issue Date) to but excluding the Relevant Record Date. Any such interest shall be paid not later than 14 days after the relevant Settlement Date or, as appropriate, Conversion Date by transfer to a Euro account maintained by the payee with, a bank in a city in which banks have access to the TARGET2 System, in accordance with instructions given by the relevant Noteholder in the relevant Settlement Notice or, as the case may be, Conversion Notice.

ADJUSTMENTS TO THE CONVERSION PRICE

16. **Change of Control**

- (a) *Offer:* If an Offer is made in respect of the Shares, the Issuer shall give notice of such Offer to the Noteholders, with a copy to the Trustee, at the same time as, or immediately after any notice thereof is sent to its Shareholders indicating that details concerning such Offer may be obtained from the Specified Offices of the Paying, Transfer and Conversion Agents.

- (b) *Extension of Offer to Noteholders:* Where an Offer in respect of the Shares has been recommended by the board of directors of the Issuer, or where such an Offer has become or been declared unconditional in all respects, the Issuer shall use its reasonable endeavours to procure that the Offer is extended to the holders of any Shares delivered during the period in which such Offer is open for acceptance (as determined in accordance with any relevant laws, rules, regulations and voluntary codes applicable to such Offer) as a result of the exercise of Conversion Rights and/or to the Noteholders.
- (c) *Change of Control Event:* In these Conditions, a “**Change of Control Event**” occurs if an Offer in respect of the Shares has become or been declared unconditional in all respects and the Issuer becomes aware that the right to cast more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Shareholders has or will become unconditionally vested in the offeror and/or any associates(s) of the offeror, or an event occurs which has a like or similar effect.
- (d) *Adjustment to the Conversion Price:*

If and whenever a Change of Control Event shall occur the Issuer shall within 14 calendar days following the occurrence of a Change of Control Event give notice to the Noteholders (a “**Change of Control Event Notice**”), with a copy to the Trustee and to the Calculation Agent, of such event and, in relation to each Note for which the Conversion Date or Settlement Date occurs during the Change of Control Period, the adjusted Conversion Price shall be determined by the Calculation Agent in accordance with the following formula:

$$\text{Adjusted Conversion Price} = \frac{\text{OCP}}{(1 + (\text{CP} \times a/b))}$$

where:

- OCP = the Conversion Price in effect on the date of the Conversion Date or Settlement Date;
- CP = the conversion premium of 35 per cent.
- a = the number of calendar days from and including the date of the Change of Control Event Notice to but excluding the Maturity Date; and
- b = the number of calendar days from and including the Issue Date to but excluding the Maturity Date.

Notwithstanding anything to the contrary in these Conditions, if Conversion Rights are exercised in respect of the Notes in circumstances where the Conversion Price is to be determined as provided in this Condition 16, then the relevant Noteholder will not be entitled to receive that number of Shares (the “**Excess Shares**”) in excess of the number of Shares it would have been entitled to receive if the Conversion Price had not been adjusted as provided in this Condition 16 and in lieu thereof shall be entitled to receive an amount (the “**Change of Control Cash Amount**”) determined

by multiplying the number of Excess Shares by the Current Market Price of the Shares on the Conversion Date *provided, however, that* the Current Market Price for these purposes shall be determined on the basis of a Relevant Period consisting of the ten consecutive Exchange Business Days beginning on the Exchange Business Day immediately following the Conversion Date.

- (e) *Change of Control Event Notice:* Any Change of Control Event Notice shall inform Noteholders of their entitlement to exercise the Settlement Rights or, as appropriate, Conversion Rights in accordance with these Conditions and shall specify, as applicable:
- (i) all information material to Noteholders concerning the Change of Control Event;
 - (ii) the Conversion Price in relation to each Note for which the Conversion Date or Settlement Date occurs prior to the start of the Change of Control Period; and
 - (iii) the Adjusted Conversion Price in relation to each Note for which the Conversion Date or Settlement Date occurs during the Change of Control Period.

For the avoidance of doubt, if any other adjustment(s) to the Conversion Price occurs on or after the date of the Change of Control Event but on or before the relevant Conversion Date, or as the case may be, Settlement Date, the Adjusted Conversion Price shall be determined based on such adjusted Conversion Price in effect on the relevant Conversion Date, or as the case may be, Settlement Date.

17. Dividends

- (a) *Adjustment Event:* If and whenever the Issuer shall distribute any Extraordinary Dividend or any Non-Cash Dividend to the Shareholders, the Conversion Price shall be subject to adjustment in accordance with this Condition 17.
- (b) *Extraordinary Dividend:*

An “**Extraordinary Dividend**” means a Cash Dividend which exceeds the Threshold Amount. A Cash Dividend (the “**Relevant Cash Dividend**”) will exceed the Threshold Amount if (and only if) the aggregate of the Fair Market Value of:

- (i) the Relevant Cash Dividend; and
- (ii) all other Cash Dividends paid in the same Financial Year of the Issuer as the Relevant Cash Dividend,

exceeds the Threshold Amount.

For the purposes of this Condition 17:

“**Threshold Amount**” means Euro 0.20 per Share in relation to Cash Dividends paid in each Financial Year amended pro rata for any adjustments to the Conversion Price made pursuant to these Conditions, including this Condition 17; and

“**Previous Relevant Cash Dividends**” means, in respect of any Cash Dividend (the “**Relevant Cash Dividend**”), the aggregate on a per Share basis of all previous Cash Dividends (excluding the Relevant Cash Dividend) attributable to the same Financial Year of the Issuer as the Relevant Cash Dividend.

For these purposes, if any relevant Financial Year is of any duration other than 12 months, the Fair Market Value of any Cash Dividend attributable to such Financial Year shall be multiplied by a fraction of which the numerator is 12 and the denominator is the number of months in such Financial Year.

- (c) *Effective Date*: For the purposes of this Condition 17, the “**Effective Date**” means the first date on which the Shares are traded ex-the relevant Dividend on the Relevant Exchange or, in the case of a purchase, redemption or buy back of Shares or any depositary receipts (or any other receipts or certificates) representing Shares, the date such purchase, redemption or buy back is made or, in the case of a Spin-Off, the first date on which the Shares are traded ex-the relevant Spin-Off on the Relevant Exchange or (in any such case), if later, the date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein.
- (d) *Adjustment to the Conversion Price for Extraordinary Dividend*: If and whenever the Issuer shall distribute any Extraordinary Dividend to the Shareholders, in relation to each Note for which the Conversion Date or the Settlement Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A - B}{A - C}$$

where:

- A = the Current Market Price of one Share on the Effective Date;
- B = the Fair Market Value on the Effective Date of the portion of the Extraordinary Dividend attributable to one Share;
- C = the amount (if any) by which the Threshold Amount exceeds any Previous Relevant Cash Dividends and which, for the avoidance of doubt, shall be equal to the Threshold Amount if the Previous Relevant Cash Dividends are zero and shall be zero if the Previous Relevant Cash Dividends are equal to or greater than the Threshold Amount;

- (e) *Adjustment to the Conversion Price for Non-Cash Dividend:* If and whenever the Issuer shall distribute any Non-Cash Dividend to the Shareholders, in relation to each Note for which the Conversion Date or the Settlement Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A - B}{A}$$

where:

A = the Current Market Price of one Share on the Effective Date;
and

B = the Fair Market Value on the Effective Date of the portion of the Non-Cash Dividend attributable to one Share.

- (f) *Dividend per Share:* For the purposes of this Condition 17, the portion of a Dividend attributable to one Share shall be determined by dividing the Fair Market Value of the Dividend by the number of Shares entitled to receive the Dividend (or, in the case of a purchase, redemption or buy back of Shares or any depositary receipts (or other receipts or certificates) representing Shares, by the number of Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Shares, or any Shares represented by depositary receipts (or other receipts or certificates), purchased, redeemed or bought back).
- (g) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 17 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date or the Settlement Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

18. **Bonus Issues**

- (a) *Adjustment event:* If and whenever the Issuer shall make any Bonus Issue, the Conversion Price shall be subject to adjustment in accordance with this Condition 18.
- (b) *Effective Date:* For the purposes of this Condition 18, the “**Effective Date**” means the date of issue of the relevant Shares.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A}{B}$$

where:

A = the number of Shares in issue immediately before the issue of such Shares; and

B = the number of Shares in issue immediately after the issue of such Shares.

- (d) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 18 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

19. **Alteration to Nominal Value**

- (a) *Adjustment event:* If and whenever there shall be an alteration to the nominal value of the Shares as a result of consolidation or subdivision, the Conversion Price shall be subject to adjustment in accordance with this Condition 19.
- (b) *Effective Date:* For the purposes of this Condition 19, the “**Effective Date**” means the date on which such alteration becomes effective.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A}{B}$$

where:

A = the number of Shares in issue immediately before such alteration;
and

B = the number of Shares in issue immediately after such alteration.

- (d) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 19 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

20. **Shares, Rights and Share-Related Securities Issued to Shareholders**

- (a) *Adjustment event:* If and whenever the Issuer shall issue, grant or offer Shares, Share-Related Securities, Rights in respect of Shares or Rights in respect of Share-Related Securities to all or substantially all of the Shareholders as a class by way of rights, in each case in circumstances where such Shares, Rights or Share-Related Securities are

not issued or granted to Noteholders as a class by way of rights in accordance with mandatory provisions of Italian law, as a result of which, in each case, Shareholders have the right to acquire Shares at a Consideration per Share which is less than 95 per cent. of the Current Market Price of the Shares on the Effective Date, the Conversion Price shall be subject to adjustment in accordance with this Condition 20.

- (b) *Effective Date:* For the purposes of this Condition 20, the “*Effective Date*” means the first date on which the Shares are traded ex-rights, ex-warrants or ex-options on the Relevant Exchange.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A + B}{A + C}$$

where:

- A = the number of Shares in issue on the Effective Date;
- B = the number of Shares which the Aggregate Consideration would purchase at the Current Market Price of the Shares on the Effective Date; and
- C = (1) in the case of an issue, grant or offer of Shares, the maximum number of Shares comprised in the issue, grant or offer; or
 - (2) in the case of an issue, grant or offer of Share-Related Securities or Rights, the maximum number of Shares which could be issued upon exercise in full of the Rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities or Rights at the initial price or rate.

- (d) *Formula:* If on the date (the “**Specified Date**”) of issue, grant or offer of the relevant Share-Related Securities, Rights in respect of Shares or Rights in respect of Share Related Securities the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share Related Securities or Rights is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time then, for the purposes of this Condition 20, “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such subscription, purchase or acquisition had taken place on the Specified Date.
- (e) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 20 shall apply, with effect from and including the Effective Date, to each Note for which

the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

21. Issue of Other Securities to Shareholders

- (a) *Adjustment event:* If and whenever the Issuer shall issue any securities (other than Shares, Share-Related Securities, Rights in respect of Shares, Rights in respect of Share-Related Securities or Spin-Off Securities) to all or substantially all of the Shareholders as a class by way of rights or the Issuer shall issue or grant any Rights in respect of any securities (other than Shares, Share-Related Securities, Rights in respect of Shares or Rights in respect of Share-Related Securities or Spin-Off Securities) or assets to all or substantially all of the Shareholders as a class, in each case in circumstances where such Shares, Rights, Share-Related Securities or Spin-Off Securities are not issued or granted to Noteholders as a class by way of rights in accordance with mandatory provisions of Italian law, the Conversion Price shall be subject to adjustment in accordance with this Condition 21.
- (b) *Effective Date:* For the purposes of this Condition 21, “**Effective Date**” means the first date on which the Shares are traded ex-rights, ex-warrants or ex-options on the Relevant Exchange.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A - B}{A}$$

where:

- A = the Current Market Price of one Share on the Effective Date; and
- B = the Fair Market Value on the Exchange Business Day immediately preceding the Effective Date of the portion of the rights attributable to one Share.

- (d) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 21 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

22. Issues of Shares at Below Current Market Price

- (a) *Adjustment event:* If and whenever the Issuer shall issue, wholly for cash, any Shares or the Issuer shall issue or grant, wholly for cash or for no consideration, Rights in respect of Shares or Rights in respect of Share-Related Securities as a result of which, in each case, persons to whom the Shares or Rights are issued or granted have the

right to acquire Shares at a Consideration per Share which is less than 95 per cent. of the Current Market Price of the Shares on the date of the first public announcement of the terms of such issue or grant, the Conversion Price shall be subject to adjustment in accordance with this Condition 22. However, if any such issue or grant also falls within the terms of Condition 20 (*Shares, Rights and Share-Related Securities Issued to Shareholders*) or constitutes an issue of Shares consequent upon the exercise of Conversion Rights or on the exercise of any other rights of conversion into, or exchange or subscription for, Shares, the Conversion Price shall not be subject to adjustment in accordance with this Condition 22.

- (b) *Effective Date*: For the purposes of this Condition 22, the “**Effective Date**” means the date of issue of such Shares or, as the case may be, the issue or grant of such Rights.
- (c) *Adjustment to the Conversion Price*: In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A + B}{A + C}$$

where:

- A = the number of Shares in issue on the date of the first public announcement of the terms of such issue or grant;
- B = the number of Shares which the Aggregate Consideration would purchase at the Current Market Price of the Shares on the date of the first public announcement of the terms of such issue or grant; and
- C = (1) in the case of an issue of Shares, the number of Shares issued; or
- (2) in the case of an issue or grant of Rights, the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares and, if applicable, Share-Related Securities pursuant to the terms of such Rights and, if applicable, Share-Related Securities at the initial price or rate.
- (d) *Formula*: If on the date (the “**Specified Date**”) of issue or grant of the relevant Rights in respect of Shares or Rights in respect of Share-Related Securities the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares and, if applicable, Share-Related Securities pursuant to the terms of such Rights and, if applicable, Share-Related Securities is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time then, for the purposes of this Condition 22, “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the

Specified Date and as if such subscription, purchase or acquisition had taken place on the Specified Date.

- (e) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 22 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

23. Share-Related Securities Issued Other than to Shareholders

- (a) *Adjustment event:* If and whenever the Issuer or any Subsidiary or (pursuant to arrangements with the Issuer or any of its Subsidiaries) any other person or entity shall issue, wholly for cash or for no consideration, any Share-Related Securities or shall grant to any existing securities so issued such rights as to make such securities Share-Related Securities as a result of which, in each case, persons to whom the Share-Related Securities or such rights are issued or granted have the right to acquire Shares at a Consideration per Share which is less than 95 per cent. of the Current Market Price of the Shares on the date of the first public announcement of the terms of issue of such Share-Related Securities or the terms of such grant, the Conversion Price shall be subject to adjustment in accordance with this Condition 23. However, if any such issue or grant also falls within the terms of Condition 20 (*Shares, Rights and Share-Related Securities Issued to Shareholders*), Condition 21 (*Issue of Other Securities to Shareholders*) or Condition 22 (*Issues of Shares at Below Current Market Price*), the Conversion Price shall not be subject to adjustment in accordance with this Condition 23.
- (b) *Effective Date:* For the purposes of this Condition 23 the “**Effective Date**” means the date of issue of the Share-Related Securities or the grant of the relevant rights.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A + B}{A + C}$$

where:

- A = the number of Shares in issue on the date of the first public announcement of the terms of such issue or grant;
- B = the number of Shares which the Aggregate Consideration would purchase at the Current Market Price of the Shares on the date of the first public announcement of the terms of such issue or grant; and
- C = the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related

Securities at the initial price or rate.

- (d) *Formula:* If on the date (the “**Specified Date**”) of issue of the relevant Share-Related Securities or date of grant of such rights the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time then, for the purposes of this Condition 23, “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such subscription, purchase or acquisition had taken place on the Specified Date.
- (e) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 23 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

24. **Amendment of Terms of Rights or Share-Related Securities**

- (a) *Adjustment event:* If and whenever the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of any Rights or Share-Related Securities are amended (other than in accordance with their terms of issue (including terms as to adjustment of such rights)) so that following such amendment the Consideration per Share is (1) reduced and (2) less than 95 per cent. of the Current Market Price of the Shares on the date of the first public announcement of the proposals for such amendment, the Conversion Price shall be subject to adjustment in accordance with this Condition 24.
- (b) *Effective Date:* For the purposes of this Condition 24, “**Effective Date**” means the date of amendment of such rights.
- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue on the date of the first public announcement of the proposals for such amendment;
- B is the number of Shares which the Aggregate Consideration (calculated taking account of the amended rights) would purchase at the Current Market Price of the Shares on the date of the first public announcement of the proposals for such amendment (or, if lower, at the subscription,

purchase or other acquisition price before the relevant amendment); and

- C the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights or Share-Related Securities at the amended subscription, purchase or acquisition price or rate (but giving credit in such manner as shall be determined by the Calculation Agent to be appropriate for any previous adjustment under Condition 20 (*Shares, Rights and Share-Related Securities Issued to Shareholders*), Condition 23 (*Share-Related Securities Issued Other than to Shareholders*) or this Condition 24).
- (d) *Formula:* If on the date (the “**Specified Date**”) of such amendment the maximum number of Shares which could be issued upon exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights or Share-Related Securities is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time then, for the purposes of this Condition 24, “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such subscription, purchase or acquisition had taken place on the Specified Date.
 - (e) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 24 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.
25. **Other offerings of securities**
- (a) *Adjustment event:* If and whenever the Issuer or any Subsidiary or (pursuant to arrangements with the Issuer or any of its Subsidiaries) any other person or entity shall offer any securities in connection with which offer Shareholders as a class are entitled to participate in arrangements whereby such securities may be acquired by them, the Conversion Price shall be subject to adjustment in accordance with this Condition 25. However, if any such offer also causes the Conversion Price to be adjusted within the terms of Condition 17 (*Dividends*), Condition 20 (*Shares, Rights and Share-Related Securities Issued to Shareholders*) or Condition 21 (*Issue of Other Securities to Shareholders*) (or would cause the Conversion Price to be so adjusted if the relevant Consideration per Share was less than 95 per cent. of the Current Market Price per Share on the relevant day), the Conversion Price shall not be subject to adjustment in accordance with this Condition 25.
 - (b) *Effective Date:* For the purposes of this Condition 25, the “**Effective Date**” means the first date on which the Shares are traded ex-rights on the Relevant Exchange.

- (c) *Adjustment to the Conversion Price:* In relation to each Note for which the Conversion Date has not occurred prior to the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the Effective Date by the following fraction by the Calculation Agent:

$$\frac{A - B}{A}$$

where:

- A = the Current Market Price of one Share on the Exchange Business Day immediately preceding the date of the first public announcement of such offer; and
- B = the Fair Market Value, on the date of the first public announcement of such offer, of the portion of such offer attributable to one Share (or if such date is not an Exchange Business Day, the immediately preceding Exchange Business Day).
- (d) *Effect of adjustment:* The Conversion Price as adjusted pursuant to this Condition 25 shall apply, with effect from and including the Effective Date, to each Note for which the Conversion Date has not occurred prior to the Effective Date. Any such adjustment shall be subject to any subsequent adjustment pursuant to these Conditions.

26. **Other Events; Contemporaneous Events**

- (a) *Adjustment event:* If the Issuer determines (after consultation with an Independent Financial Adviser) or an Independent Financial Adviser certifies to the Trustee that it is of the opinion that:
- (i) an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to in Condition 17 (*Dividends*) to Condition 25 (*Other offerings of securities*) (even if the relevant event or circumstance is specifically excluded from the operation of Condition 17 (*Dividends*) to Condition 25 (*Other offerings of securities*)); or
 - (ii) more than one event which gives rise or may give rise to an adjustment to the Conversion Price has occurred or will occur within such a short period of time that a modification to the operation of the adjustment provisions is required in order to give the intended result,
 - (iii) one event which gives rise or may give rise to more than one adjustment to the Conversion Price has occurred or will occur such that a modification to the operation of the adjustment provisions is required in order to give the intended result,

the Issuer shall, at its own expense, use all reasonable endeavours to procure that such adjustment (if any) to the Conversion Price as is fair and reasonable to take account thereof and the date on which such adjustment should take effect shall be determined

by an Independent Financial Adviser, *provided that* the Conversion Price may not be increased pursuant to this Condition 26.

- (b) *Effective Date:* Upon such determination, the Issuer shall procure that such adjustment (if any) shall be made and shall take effect in accordance with such determination and notice provided to the Trustee of such determination and adjustment.
- (c) *Independent Financial Adviser:* If any doubt shall arise as to any appropriate adjustment to the Conversion Price and following consultation between the Issuer and an Independent Financial Adviser, a written opinion of such Independent Financial Adviser in respect thereof shall be conclusive and binding on the Issuer and the Noteholders, save in the case of bad faith or manifest error.

27. Minor Adjustments and No Adjustments

- (a) *Rounding and adjustments of less than one per cent:* On any adjustment of the Conversion Price, the resultant Conversion Price, if not an integral multiple of one cent, shall be rounded down to the nearest whole cent. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment but such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time.
- (b) *Employee share schemes:* No adjustment shall be made to the Conversion Price where Shares or other securities (including rights, warrants or options) are issued, offered, exercised, allotted, appropriated, modified or granted to or for the benefit of, or are subscribed, purchased or otherwise acquired by, employees or former employees (including directors holding or formerly holding executive office) of the Issuer or any Subsidiary or any associated company of the Issuer pursuant to any employees' share scheme or plan (including a dividend reinvestment plan).
- (c) *Adjustments not permitted by law:* The Conversion Price may not be adjusted so that exercise of the Conversion Rights would require Shares to be delivered in circumstances not permitted by applicable law.

28. Retroactive Adjustments

- (a) *Adjustment Event:* If and whenever the Conversion Price is to be adjusted pursuant to any of Condition 17 (*Dividends*) to Condition 25 (*Other offerings of securities*) and the Conversion Date or Settlement Date in relation to any Note is after the Record Date for any such issue, distribution, grant or offer as is mentioned in the relevant Condition but before the relevant adjustment becomes effective under the relevant Condition the Conversion Rights attaching to the relevant Note shall be subject to adjustment in accordance with this Condition 28.

- (b) *Adjustment to the Conversion Rights:* Upon the date on which the relevant adjustment becomes effective under the relevant Condition (the “**Retroactive Adjustment Date**”) the Issuer shall procure either that
- (i) there shall be delivered to the converting Noteholder or in accordance with the instructions contained in the relevant Conversion Notice such additional number of Shares (the “**Additional Shares**”) as, together with the Shares delivered or to be delivered on conversion of the relevant Note (together with any fraction of a Share not so delivered due to Condition 11(e) (*Conversion - Fractions of a Share*), is equal to the number of Shares which would have been required to be delivered on conversion of such Note if the relevant adjustment to the Conversion Price had in fact been made and become effective immediately before the relevant Conversion Date. In calculating the number of any such additional Shares the provisions of Condition 11(e) (*Conversion - Fractions of a Share*) shall apply *mutatis mutandis*; or
 - (ii) if Settlement Rights apply or if Conversion Rights apply and the Issuer makes a Cash Alternative Election in respect of any relevant Note, there shall be paid to the relevant Noteholder an additional amount (the “**Additional Cash Amount**”) equal to the product of (1) the additional number of Shares (including for this purpose any fractions) that would have been delivered to the relevant Noteholder pursuant to (i) above in the absence of a Cash Alternative Election and (2) the Closing Price per Share on the date on which relevant adjustment becomes effective under the relevant Condition (or if that is not an Exchange Business Day, on the next Exchange Business Day),
- all as determined in good faith by the Calculation Agent.
- (c) *Shares in uncertificated form:* If Conversion Rights apply and the Issuer does not make a Cash Alternative Election in respect of the Notes being converted, such additional Shares will be delivered in uncertificated form through Monte Titoli, unless, at the time of issue, the Shares are not capable of delivery through Monte Titoli. Where Shares are to be delivered through Monte Titoli, they will be delivered to the account specified by the relevant Noteholder in the relevant Conversion Notice by not later than seven Milan business days following the relevant Retroactive Adjustment Date.
- (d) *Payment of Additional Cash Amount:* If Settlement Rights apply or if the Issuer makes a Cash Alternative Election in respect of the Notes being converted, the relevant Additional Cash Amount will be paid not later than seven days following the date on which the relevant adjustment becomes effective under the relevant Condition by transfer to a Euro account maintained by the payee with, a bank in a city in which banks have access to the TARGET2 System, in accordance with instructions contained in the relevant Conversion Notice.
- (e) *Rights Arising on Conversion:* In the case of any Additional Shares, each reference in Condition 15(a) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Rights in respect of Shares delivered upon conversion*) to Condition 15(c) (*Rights Arising on exercise of Settlement Rights or Conversion Rights- Voting Rights*) to the Conversion Date shall be deemed to be a reference to the relevant Retroactive Adjustment Date.

29. **Aggregate Consideration and Consideration per Share**

(a) *Applicability of this Condition:* For the purpose of calculating any adjustment to the Conversion Price pursuant to these Conditions, in the case of any:

- (i) issue, grant or offer of Shares, Share-Related Securities, Rights in respect of Shares or Rights in respect of Share-Related Securities; or
- (ii) grant to any existing securities issued of such rights as to make such securities Share-Related Securities; or
- (iii) amendment of the terms of any Rights or Share-Related Securities (other than in accordance with their terms of issue),

the “**Aggregate Consideration**” and the “**Number of Shares**” shall be calculated or determined (if necessary) in accordance with the following provisions of this Condition 29 and the “**Consideration per Share**” shall, in each case, be the relevant Aggregate Consideration divided by the relevant Number of Shares.

(b) *Shares for cash:* In the case of an issue, grant or offer of Shares for cash:

- (i) the Aggregate Consideration shall be the amount of such cash, *provided that* in no such case shall any deduction be made for any commissions or any expenses paid or incurred by the Issuer for any underwriting of the issue or otherwise in connection therewith; and
- (ii) the Number of Shares shall be the number of Shares so issued, granted or offered.

(c) *Shares not for cash:* In the case of the issue, grant or offer of Shares for a consideration in whole or in part other than cash:

- (i) the Aggregate Consideration shall be the amount of such cash (if any) plus the consideration other than cash, which shall be deemed to be the Fair Market Value thereof or, if pursuant to applicable law such determination is to be made by application to a court of competent jurisdiction, the value thereof as determined by such court or an appraiser appointed by such court, irrespective of the accounting treatment thereof; and
- (ii) the Number of Shares shall be the number of Shares so issued, granted or offered.

(d) *Issue of Share-Related Securities:* In the case of the issue, grant or offer of Share-Related Securities or Rights in respect of Share-Related Securities or the grant to any securities issued of such rights as to make such securities Share-Related Securities:

- (i) the Aggregate Consideration shall be:
 - (A) the consideration (if any) received by the Issuer for such Share-Related Securities and (if applicable) Rights or, as the case may be, such grant; plus

- (B) the additional consideration (if any) to be received by the Issuer upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities at the initial price or rate and (if applicable) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Share-Related Securities pursuant to the terms of such Rights at the initial price or rate,

the consideration in each case to be determined in the same manner as provided in paragraphs (b) and (c) of this Condition 29; and

- (ii) the Number of Shares shall be the number of Shares to be issued upon (and assuming) such exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities at the initial price or rate and (if applicable) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Share-Related Securities pursuant to the terms of such Rights at the initial price or rate.
- (e) *Amendment of Share-Related Securities/Rights in respect of Share-Related Securities:* In the case of the amendment of the terms of any Share-Related Securities and/or Rights in respect of Share-Related Securities (in either case, other than in accordance with their terms of issue):
- (i) the Aggregate Consideration shall be:
 - (A) the consideration (if any) received by the Issuer for such amendment; plus
 - (B) the additional consideration (if any) to be received by the Issuer upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities at the initial price or rate or (in the case of an amendment to the terms of such Share-Related Securities) the amended price or rate and (if applicable) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Share-Related Securities pursuant to the terms of such Rights at the initial price or rate or (in the case of an amendment to the terms of such Rights) the amended price or rate,

the consideration in each case to be determined in the same manner as provided in paragraphs (b) and (c) of this Condition 29; and

- (ii) the Number of Shares shall be the number of Shares to be issued upon (and assuming) such exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Share-Related Securities at the initial price or rate or (in the case of an amendment to the terms of such Share-Related Securities) the amended price or rate and (if applicable) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Share-Related Securities pursuant to the terms of such Rights at the initial price or rate or (in the case of an amendment to the terms of such Rights) the amended price or rate.

- (f) *Rights in respect of Shares:* In the case of the issue, grant or offer of Rights in respect of Shares or the amendment of the terms of any Rights in respect of Shares (other than in accordance with their terms of issue):
- (i) the Aggregate Consideration shall be:
 - (A) the consideration received by the Issuer for any such Rights or, as the case may be, such amendment; plus
 - (B) the additional consideration to be received by the Issuer upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights at the initial price or rate or (in the case of an amendment to the terms of such Rights) the amended price or rate,the consideration in each case to be determined in the same manner as provided in paragraphs (b) and (c) of this Condition 29; and
 - (ii) the Number of Shares shall be the number of Shares to be issued upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights at the initial price or rate or (in the case of an amendment to the terms of such Rights) the amended price or rate.
- (g) *Currency translation:* If any of the consideration referred to in any of the preceding paragraphs of this Condition 29 is receivable in a currency other than the Relevant Currency, such consideration shall be translated into the Relevant Currency for the purposes of this Condition 29:
- (i) in any case where there is a fixed rate of exchange between the Relevant Currency and such other relevant currency for the purposes of the issue, grant or offer of the Shares, Share-Related Securities or Rights, the exercise of the rights to subscribe for, purchase or otherwise acquire Share-Related Securities pursuant to the terms of such Rights or the exercise of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights or Share-Related Securities, at such fixed rate of exchange; and
 - (ii) in all other cases, at the Prevailing Rate on the date as of which the said consideration is required to be calculated.

30. Calculations of Adjustments / No duty to Monitor

- (a) Adjustments to the Conversion Price in accordance with these Conditions shall be calculated by the Calculation Agent (and/or, to the extent so specified in the terms and conditions, an Independent Financial Adviser) upon request from the Issuer. Adjustments to the Conversion Price calculated by the Calculation Agent (or, where applicable, an Independent Financial Adviser) and any other determinations made by the Calculation Agent (or, where applicable, an Independent Financial Adviser) pursuant to these Conditions shall be final and binding (in the absence of bad faith or manifest error (in the case of any determinations by the Calculation Agent) and subject to any determinations by an Independent Financial Adviser) on the Issuer,

Noteholders, the Trustee, the Registrar, the Principal Paying, Transfer and Conversion Agent and (in the case of a determination by an Independent Financial Adviser) the Calculation Agent. The Calculation Agent may consult, at the expense of the Issuer, on any matter (including but not limited to, any legal matter), any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Noteholders, the Trustee, the Registrar or the Principal Paying, Transfer and Conversion Agent in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with, that adviser's written opinion.

The Calculation Agent shall act solely upon the request from, and exclusively as agent of, the Issuer. Neither the Calculation Agent (acting in such capacity) nor any Independent Financial Adviser appointed in connection with the Notes (acting in such capacity) will thereby assume any obligations towards or relationship of agency or trust with, and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in accordance with the Conditions as against the Noteholders, the Registrar, the Trustee or the Paying, Transfer and Conversion Agents.

- (b) None of the Trustee, the Calculation Agents or the Paying, Transfer and Conversion Agents shall be under any duty to monitor or make enquiries as to whether or not any event or circumstance which gives rise or may give rise to an adjustment to the Conversion Price has occurred or may occur and will not be responsible or liable to any person including the Noteholders for any loss arising from any failure by it to do so.

The Trustee may rely conclusively on certifications, information, advice and any evidence given to it by the Issuer or the Calculation Agent without further enquiry, and shall incur no liability to any person for doing so.

31. Notice of Adjustment of the Conversion Price

The Issuer shall give notice to the Noteholders in accordance with Condition 45 (*Notices*) and to the Trustee of any adjustment of the Conversion Price as soon as reasonably practicable following the determination thereof.

COVENANTS RELATING TO THE EQUITY OPTION

32. Shares Available

For so long as any Conversion Rights remain exercisable, the Issuer shall keep available for issue free from pre-emptive or other similar rights out of its authorised but unissued share capital such number of Shares as would enable such Conversion Rights, and all other rights to subscribe, purchase or otherwise acquire Shares, to be satisfied in full at the current subscription, purchase or other acquisition prices or rates.

33. Listing of Shares Delivered upon Conversion

The Issuer shall use all reasonable endeavours to ensure that the Shares delivered upon exercise of any Conversion Rights will be admitted to trading by the Relevant

Exchange in accordance with its rules and will be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems by which the Shares are then (following application by or on behalf of the Issuer) admitted to listing, trading and/or quotation in accordance with their respective rules.

34. **Corporate Reorganisation**

(a) *Newco Scheme*: In the event of a Newco Scheme, the Issuer shall notify the Trustee of the event of such Newco Scheme and shall take (or shall procure that there is taken) all necessary action to ensure that immediately upon completion of the Newco Scheme at its option either:

- (i) Newco is substituted under the Notes and the Trust Deed as principal obligor in place of the Issuer (with the Issuer providing a guarantee) subject to and as provided in the Trust Deed; or
- (ii) Newco becomes a guarantor of the obligations of the issuer under the Notes and the Trust Deed,

and in either case that:

- (A) such other adjustments as the Trustee shall, following certification from an Independent Financial Adviser, think fit are made to these Conditions and the Trust Deed to ensure that the Notes may be converted into ordinary shares of Newco *mutatis mutandis* in accordance with and subject to these Conditions and the Trust Deed; and
- (B) the ordinary shares of Newco are:
 - (1) admitted to trading on the Relevant Exchange; or
 - (2) admitted to listing, trading and/or quotation by such other listing authorities, stock exchanges and/or quotation systems as the Issuer or Newco may determine and make reasonable endeavours to maintain,

and are admitted to listing, trading and/or quotation by such other listing authorities, stock exchanges and/or quotation systems as the Shares were, with the approval or consent of the Issuer, immediately prior to the Scheme admitted to listing, trading and/or quotation.

(b) *Merger; sale of assets*: In the event of any:

- (i) consolidation, amalgamation or merger of the Issuer with any other corporation (other than a consolidation, amalgamation or merger in which the Issuer is the continuing corporation); or
- (ii) sale or transfer of all or substantially all of the assets of the Issuer,

which is not a Newco Scheme, the Issuer shall immediately notify the Noteholders and the Trustee of such event and, *provided that* the Trustee is satisfied that such event does not also constitute any of the events described in Condition 10 (*Events of*

Default), (so far as legally possible) cause the corporation resulting from such consolidation, amalgamation or merger or the corporation which shall have acquired such assets, as the case may be, to execute a trust deed supplemental to the Trust Deed providing that the holder of each Note then outstanding shall have the right (during the Conversion Period) to convert such Note into the class and amount of shares and other securities and property receivable upon such consolidation, amalgamation, merger, sale or transfer by a holder of the number of Shares into which such Note would have been converted had the relevant Conversion Date fallen immediately prior to such consolidation, amalgamation, merger, sale or transfer. Such supplemental trust deed shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in these Conditions. The undertaking contained in this Condition 34(b) is without prejudice to the provisions of Condition 7(f) (*Redemption and Purchase - Redemption at the option of the Noteholders following a Change of Control*), Condition 7(g) (*Redemption and Purchase - Redemption at the option of the Noteholders following a Free Float Event*), Condition 7(h) (*Redemption and Purchase - Redemption at the option of the Noteholders on 21 June 2022*) and Condition 16 (*Change of Control*) and shall apply in the same way to any subsequent consolidations, amalgamations, mergers, sales or transfers.

35. Restriction on New Classes of Shares

For so long as any Conversion Rights remain exercisable, the Issuer shall not create or permit there to be in issue any class of shares in its equity share capital carrying any Rights which are more favourable than the Rights attaching to the Shares with respect to voting, dividends or liquidation.

36. Frustration of Conversion Rights

For so long as any Conversion Rights remain exercisable, the Issuer shall not take any action which would have the effect, or but for the provisions of Condition 27(c) (*Minor Adjustments and No Adjustments - Adjustments not permitted by law*) would have the effect, that exercise of the Conversion Rights would require Shares to be delivered in circumstances not permitted by applicable law.

Capitalisation of Profits or Reserves

For so long as any Conversion Rights remain exercisable, the Issuer shall not issue or pay up any securities, in either case, by way of capitalisation of profits or reserves, except:

- (a) pursuant to a Newco Scheme;
- (b) where such action gives rise (or would, but for the provisions of Condition 27 (*Minor Adjustments and No Adjustments*), give rise) to an adjustment to the Conversion Price, including pursuant to Condition 18 (*Bonus Issues*); or
- (c) where such action constitutes a Dividend which does not give rise to an adjustment to the Conversion Price.

37. Reduction of Share Capital

For so long as any Conversion Rights remains exercisable, the Issuer shall not reduce its issued share capital, share premium account or any non-distributable reserves except where such reduction:

- (a) gives rise (or would, but for the provisions of Condition 27 (*Minor Adjustments and No Adjustments*), give rise) to an adjustment to the Conversion Price;
- (b) is pursuant to the terms of the relevant share capital;
- (c) is by means of a purchase or redemption of share capital;
- (d) is to create distributable reserves;
- (e) does not involve any distribution of assets; or
- (f) is pursuant to a Newco Scheme.

The Issuer may exercise such rights as it may from time to time enjoy to purchase or redeem its own shares (including Shares) without the consent of the Noteholders.

MISCELLANEOUS PROVISIONS

38. Determined by an Independent Financial Adviser

In relation to any matter required by these Conditions or the Trust Deed to be determined by an Independent Financial Adviser or certified by an Independent Financial Adviser, the Issuer shall promptly appoint an Independent Financial Adviser with the prior written approval of the Trustee. If when any matter is required by these Conditions or the Trust Deed to be determined by an Independent Financial Adviser, the Issuer shall within a reasonable time fail to appoint an Independent Financial Adviser the Trustee shall be entitled (but not obliged) to make such appointment. In either case, the costs and expenses of any such appointment shall be for the account of the Issuer.

The Trustee shall be entitled to rely conclusively without enquiry on any determination, advice, certifications or information given by an Independent Financial Adviser appointed pursuant to these Conditions or the Trust Deed, and shall incur no liability to any person for so doing.

39. Prescription

Claims against the Issuer shall become void unless the relevant Notes are presented for payment within ten years (in the case of principal) or five years (in the case of interest) of the appropriate Relevant Date. Claims in respect of any other amounts payable in respect of the Notes shall be prescribed and become void unless made within ten years following the due date for payment thereof.

40. Replacement of Notes

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying, Transfer and Conversion Agent, subject to

all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

41. Trustee and Paying, Transfer and Conversion Agents

- (a) *Role of Trustee:* Under the Trust Deed, the Trustee is entitled to be indemnified and/or secured and/or prefunded and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit. In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence for individual holders of Notes as a result of such holders being connected in any way with a particular territory or taxing jurisdiction.
- (b) *Roles of Paying, Transfer and Conversion Agents:* In acting under the Agency Agreement and in connection with the Notes, the Paying, Transfer and Conversion Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.
- (c) *Changes to Paying, Transfer and Conversion Agents:* The initial Paying, Transfer and Conversion Agents and their initial Specified Offices are listed below. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Paying, Transfer and Conversion Agent and to appoint a successor principal paying, transfer and conversion agent and additional or successor paying, transfer and conversion agents; *provided, however, that* the Issuer shall at all times maintain a principal paying, transfer and conversion agent.

Notice of any change in any of the Paying, Transfer and Conversion Agents or in their Specified Offices shall promptly be given to the Noteholders.

The Issuer reserves the right under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and appoint additional or other Calculation Agents, provided that it will maintain a Calculation Agent, which shall be a financial institution of international repute or a financial adviser with appropriate expertise.

42. Meetings of Noteholders, Modification, Waiver and Substitution

- (a) *Meetings of Noteholders:* The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions or the Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution, pursuant to the Issuer's by-laws and the Trust Deed the following provisions shall apply in respect of the Notes but are

subject to compliance with mandatory laws, legislation, rules and regulations of Italy in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations are amended at any time while the Notes remain outstanding:

- (i) a meeting of Noteholders may be convened by the board of directors of the Issuer or the Noteholders' Representative or the Trustee and such parties shall be obliged to do so (subject, in the case of the Trustee, to it being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders holding not less than one twentieth of the aggregate principal amount of the outstanding Notes and if the Issuer fails for a period of 30 days to convene such a meeting the same may be convened by decision of the President of the competent court upon request by the petitioners;
 - (ii) a meeting of Noteholders will be validly held if (A) there are one or more persons present, being or representing Noteholders holding more than one half of the aggregate principal amount of the outstanding Notes, or (B) in the case of a second meeting following adjournment of the first meeting for want of quorum, there are one or more persons present being or representing Noteholders holding more than one third of the aggregate principal amount of the outstanding Notes, or (C) in the case of a third meeting or any subsequent meeting following a further adjournment for want of quorum, there are one or more persons present being or representing Noteholders holding more than one fifth of the aggregate principal amount of the outstanding Notes provided that (1) the quorum shall always be at least one half of the aggregate principal amount of the outstanding Notes for the purposes of considering a Reserved Matter and (2) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for a different quorum; and
 - (iii) the majority required to pass an Extraordinary Resolution at any meeting (including any meeting convened following adjournment of the previous meeting for want of quorum) will be (A) for voting on any matter other than a Reserved Matter, one or more persons holding or representing at least two thirds of the aggregate principal amount of the Notes represented at the meeting or (B) for voting on a Reserved Matter, the higher of (i) one or more persons holding or representing at least one half of the aggregate principal amount of the outstanding Notes and (ii) one or more persons holding or representing at least two thirds of the aggregate principal amount of the Notes represented at the meeting, provided that the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for a larger majority.
- (b) *Noteholders' Representative*: A joint representative of the Noteholders (*rappresentante comune*), subject to applicable provisions of Italian law, will be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders'

Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three financial years but may be reappointed again thereafter and shall have the powers and duties set out in Article 2418 of the Italian Civil Code.

- (c) *Modification and Waiver:* The Trust Deed contains provisions according to which the Trustee may, without the consent of the holders of the Notes, agree to any modification of these Conditions or the Trust Deed (other than in respect of a Reserved Matter or other matters pursuant to Article 2415, paragraph 1 of the Italian Civil Code) which is, in the opinion of the Trustee, proper to make if, in the opinion of the Trustee, such modification will not be materially prejudicial to the interests of holders of the Notes and to any modification of the Notes or the Trust Deed which is of a formal, minor or technical nature or is to correct a manifest error.

In addition, the Trustee may, without the consent of the holders of the Notes, authorise or waive any proposed breach or breach of the Notes or the Trust Deed or determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such if, in the opinion of the Trustee, the interests of the holders of the Notes will not be materially prejudiced thereby, *provided that* the Trustee shall not exercise any powers conferred upon it in contravention of any express direction by an Extraordinary Resolution (as defined in the Trust Deed) or of a request in writing made by the holders of not less than 25 per cent. in aggregate principal amount of the Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters.

Any such authorisation, waiver, determination or modification shall be notified to the holders of the Notes as soon as practicable thereafter.

- (d) *Substitution:* The Trust Deed contains provisions permitting the Trustee to agree in circumstances, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders, to the substitution of the Issuer's successor, transferee or assignee or any subsidiary of the Issuer or its successor, transferee or assignee in place of the Issuer or of any previous substituted company, as principal debtor under the Trust Deed and the Notes.
- (e) *Entitlement of the Trustee:* In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences (including but not limited to tax consequences) of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax

consequence of any such exercise upon individual Noteholders, subject to applicable mandatory provisions of Italian law.

43. Enforcement

The Trustee may at any time, at its discretion and without notice, institute such steps, actions or proceedings as it thinks fit to enforce its rights under the Trust Deed or these Conditions, but it shall not be bound to do so unless:

- (a) it has been so requested in writing by the holders of at least one quarter of the aggregate principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
- (b) it has been indemnified and/or prefunded and/or secured to its satisfaction.

No Noteholder may proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.

44. Further Issues

The Issuer may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes, bonds or debentures having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Notes) (or in all respects except for the first payment of interest thereon and the first date on which the Settlement Rights and/or Conversion Rights may be exercised) and so that the same shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Notes) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed.

45. Notices

Notices to the Noteholders shall be valid if published through the electronic communication system of Bloomberg. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or securities market on which the Notes are for the time being listed and/or traded. Any such notice shall be deemed to have been given on the date of first publication or, if required to be published in more than one manner, on the date of the first such publication in each required manner.

The Issuer shall send a copy of all notices given by it to Noteholders pursuant to these Conditions simultaneously to the Calculation Agent.

For so long as all of the Notes are represented by the Global Note and the Global Note is deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to

Euroclear or Clearstream, Luxembourg and such notices shall be deemed to have been given to Noteholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg.

46. **Governing Law and Jurisdiction**

- (a) *Governing law:* The Trust Deed, the Agency Agreement and the Notes and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement and the Notes are governed by English law. Condition 42(a) (*Meetings of Noteholders, Modification, Waiver and Substitution – Meetings of Noteholders*), 42(b) (*Meetings of Noteholders, Modification, Waiver and Substitution – Noteholders’ Representative*) and 42(c) (*Meetings of Noteholders, Modification, Waiver and Substitution – Modification and Waiver*) and the provisions of the Trust Deed which relate to Noteholders’ meetings and the appointment of a Noteholders’ Representative are subject to compliance with Italian law.
- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Notes (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes) or the consequences of their nullity.
- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England:* Condition 46(b) (*English courts*) is for the benefit of the Noteholders and the Trustee only. As a result, nothing in this Condition 46 prevents any Noteholder or the Trustee from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) *Process agent:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Law Debenture Corporate Services Limited at 5th Floor, 100 Wood Street, London EC2 7EX or, if different, its registered office for the time being or at any address of the Issuer in England at which process may be served on it in accordance with Parts 34 and 37 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying, Transfer and Conversion Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying, Transfer and Conversion Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

SCHEDULE 4

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. Definitions

In this Trust Deed and the Conditions, the following expressions have the following meanings:

"Block Voting Instruction" means, in relation to any Meeting, a document in the English language issued by a Paying, Transfer and Conversion Agent and dated:

- (a) certifying that, save as otherwise required by the Issuer's by-laws or by applicable Italian legislation from time to time, on the date thereof, it is the holder of the specified Notes (the **"specified Notes"**) at least seven Exchange Business Days prior to the date fixed for the Meeting;
- (b) certifying that the holder of each specified Note or a duly authorised person on its behalf has instructed the relevant Paying, Transfer and Conversion Agent that the votes attributable to such specified Note 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;
- (c) listing the total number and (if in definitive form) the certificate numbers of the specified Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (d) authorising a named individual or individuals to vote in respect of the specified Notes in accordance with such instructions;

"Chairman" means, in relation to any Meeting, the individual who takes the chair in accordance with Clause 7 (*Chairman*);

"Extraordinary Resolution" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a majority of not less than (A) one or more persons holding or representing at least two thirds of the aggregate principal amount of the Notes represented at the meeting, for voting on any matter other than a Reserved Matter, or (B) for voting on a Reserved Matter, the higher of (i) one or more persons holding or representing at least one half of the aggregate principal amount of the outstanding Notes; and (ii) one or more persons holding or representing at least two thirds of the aggregate principal amount of the Notes represented at the Meeting, *provided that* the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for a larger majority;

"Meeting" means a meeting of Noteholders (whether originally convened or resumed following an adjournment);

"Noteholders' Representative" means a person appointed, *inter alia*, to represent the interests of Noteholders (*rappresentante comune*) by an Extraordinary Resolution or by an order of a competent court at the request of one or more Noteholders or the Directors of the Issuer, as described in Articles 2415, 2417 and 2418 of the Italian Civil Code;

"Proxy" means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction other than:

- (a) any such person whose appointment has been revoked and in relation to whom the relevant Paying, Transfer and Conversion Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and

- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

"Relevant Fraction" means:

- (a) more than one half of the aggregate principal amount of the outstanding Notes; or
- (b) in the case of a second meeting following adjournment of the first meeting for want of quorum, more than one third of the aggregate principal amount of the outstanding Notes; or
- (c) in the case of a third meeting or any subsequent meeting following a further adjournment for want of quorum, more than one fifth of the aggregate principal amount of the outstanding Notes,

provided, however, that, (1) the quorum shall always be at least one half of the aggregate principal amount of the outstanding Notes for the purposes of considering a Reserved Matter and (2) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for a different quorum.

"Voter" means, in relation to any Meeting, the bearer of a Voting Certificate, a Proxy or the bearer of a definitive Note who produces such definitive Note at the Meeting;

"Voting Certificate" means, in relation to any Meeting, a certificate in the English language issued by a Paying and Conversion Agent and dated in which it is stated:

- (a) that, save as otherwise required by the Issuer's by-laws or by applicable Italian legislation from time to time, on the date thereof, it is the holder of the specified Notes (the **"specified Notes"**) at least seven Luxembourg Stock Exchange Days prior to the date fixed for the Meeting;
- (b) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the specified Notes, also in accordance with Article 83-sexies of Italian Legislative Decree No. 58 of 24 February 1998 (as amended) (the **"Italian Financial Act"**);

"Written Resolution" means a resolution in writing signed by or on behalf of all holders of Notes who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes;

"24 hours" means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and in each of the places where the Paying, Transfer and Conversion Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

"48 hours" means 2 consecutive periods of 24 hours.

2. **Issue of Voting Certificates and Block Voting Instructions**

Any Noteholder may obtain a Voting Certificate from any Paying, Transfer and Conversion Agent or require any Paying, Transfer and Conversion Agent to issue a Block Voting Instruction by confirming that it is the holder of such Note to such Paying, Transfer and Conversion Agent not later than seven Luxembourg Stock Exchange Days before the date

fixed for the relevant Meeting. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

3. **References to deposit/release of Notes**

Where Notes are within Euroclear or Clearstream, Luxembourg or any other clearing system, references to the deposit, or release, of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of Euroclear or Clearstream, Luxembourg or such other clearing system.

4. **Validity of Block Voting Instructions**

Block Voting Instruction shall be valid only if deposited at the Specified Office of the relevant Paying and Conversion Agent or at some other place approved by the Trustee, at least 48 hours before the time fixed for the relevant Meeting or the Chairman decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

5. **Convening of Meeting**

The board of directors of the Issuer or the Noteholders' Representative or the Trustee may convene a Meeting at any time, and such parties shall be obliged to do so (subject, in the case of the Trustee, to it being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders holding not less than one twentieth of the aggregate principal amount of the outstanding Notes and if the Issuer fails for a period of 30 days to convene such a meeting the same may be convened by decision of the President of the competent court upon request by the petitioners. Every Meeting shall be held on a date, and at a time and place, approved by the Trustee.

6. **Notice**

At least 30 days' notice (exclusive of the day on which the notice is given and inclusive of the day on which the Meeting is held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Paying, Transfer and Conversion Agents (with a copy to the Issuer) where the Meeting is convened by the Trustee, the Noteholders' Representative or, where the Meeting is convened by the Issuer and the Trustee and/or the Noteholders' Representative. Such notice shall be published in accordance with Article 125-*bis* of the Italian Financial Act and Condition 45 (*Notices*) or by any other means provided from time to time by applicable laws and regulations. The notice shall set out the information set out under Article 125-*bis* of the Italian Financial Act, the full text of any resolutions to be proposed (unless the Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text) and shall state that the holder of Notes shall confirm to any Paying, Transfer and Conversion Agent that it is the holder of such Notes not later than seven Luxembourg Stock Exchange Days prior to the date of the meeting for the purpose of obtaining Voting Certificates or appointing Proxies not later than 48 hours before the time fixed for the Meeting.

7. **Chairman**

An individual (who may, but need not, be a Noteholder) nominated in writing by the Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a

Chairman. The Chairman of an adjourned Meeting need not be the same person as was the Chairman of the original Meeting.

8. Quorum

The quorum at any Meeting shall be at least one or more persons representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes.

9. Adjournment for want of quorum

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting (unless the Issuer and the Trustee otherwise agree), it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place as the Chairman determines (with the approval of the Trustee); *provided, however, that* the Meeting shall be dissolved if the Issuer and the Trustee together so decide.

10. Adjourned Meeting

The Chairman may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

11. Notice following adjournment

Paragraph 6 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

12. Participation

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) the Noteholders' Representative;
- (c) representatives of the Issuer and the Trustee;
- (d) the financial advisers of the Issuer and the Trustee;
- (e) the legal counsel to the Issuer and the Trustee and such advisers; and
- (f) any other person approved by the Meeting or the Trustee.

13. Show of hands

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

14. Poll

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Noteholders' Representative, the Trustee or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairman directs.

15. Votes

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote in respect of each denomination of €100,000 in aggregate face amount of the outstanding Note(s) represented or held by him.

Unless the terms of any Block Voting Instruction state otherwise and to the maximum extent permitted under Italian law, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way. In the case of a voting tie the Chairman shall have a casting vote.

16. Validity of Votes by Proxies

Any vote by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that neither the Issuer, the Trustee nor the Chairman has been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; *provided, however, 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 a Meeting must be re-appointed under a Block Voting Instruction to vote at the Meeting when it is resumed.

17. Powers

A Meeting shall have power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

- (a) to approve any Reserved Matter;
- (b) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any provisions of this Trust Deed or the Conditions or any

arrangement in respect of the obligations of the Issuer under or in respect of the Notes;

- (c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;
- (d) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of this Trust Deed or the Notes or any act or omission which might otherwise constitute an event of default under the Notes;
- (e) to remove any Trustee;
- (f) to approve the appointment of a new Trustee;
- (g) to authorise the Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction), the Noteholders' Representative or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- (h) to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed or the Notes;
- (i) to appoint or revoke the appointment of a Noteholders' Representative;
- (j) to give any other authorisation or approval which under this Trust Deed or the Notes is required to be given by Extraordinary Resolution;
- (k) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution; and
- (l) any other matter provided under article 2415 of the Italian Civil Code.

18. Extraordinary Resolution binds all Noteholders

An Extraordinary Resolution shall be binding upon all Noteholders, whether or not present at such Meeting, and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and the Paying, Transfer and Conversion Agents (with a copy to the Issuer and the Trustee) within 14 days of the conclusion of the Meeting.

19. Minutes

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

20. Written Resolution

Save for decisions in respect of those matters which are required to be addressed in a meeting of Noteholders pursuant to article 2415 of the Italian Civil Code, a Written Resolution shall take effect as if it were an Extraordinary Resolution.

21. Applicable provisions

The provisions of this Schedule 4 are subject to the mandatory provisions of Italian law as amended from time to time.

22. Further regulations

Subject to all other provisions contained in this Trust Deed, the Trustee may without the consent of the Issuer or the Noteholders prescribe such further regulations regarding the holding of Meetings of Noteholders and attendance and voting at them as the Trustee may in its sole discretion determine.

SCHEDULE 5

FORM OF DIRECTORS' CERTIFICATE

[ON THE HEADED PAPER OF THE ISSUER]

To: BNP Paribas Trust Corporation UK Limited
10 Harewood Avenue
London
NW1 6AA
United Kingdom

For the attention of: [The Directors]

[Date]

Dear Sirs

ASTALDI S.p.A.

€140,000,000 4.875 PER CENT. EQUITY LINKED NOTES DUE 21 JUNE 2024

This certificate is delivered to you in accordance with Clause 6.3 (*Certificate of Compliance*) of the Trust Deed dated 21 June 2017 (the "**Trust Deed**") and made between Astaldi S.p.A. (the "**Issuer**") and BNP Paribas Trust Corporation UK Limited (the "**Trustee**"). All words and expressions defined in the Trust Deed shall (save as otherwise provided herein or unless the context otherwise requires) have the same meanings herein.

We in our capacities as Authorised Signatories of the Issuer hereby certify that, to the best of our knowledge, information and belief (having made all reasonable enquiries):

- (a) as at [*insert date no earlier than seven days prior to date of certificate*], no Event of Default or Potential Event of Default or other matter which would affect the Issuer's ability to perform its obligations under the Trust Deed existed [other than []] and no Event of Default or Potential Event of Default or other matter which would affect the Issuer's ability to perform its obligations under the Trust Deed had existed at any time since [21 June 2017 / the certification date of the last certificate delivered under Clause 6.3 (*Certificate of Compliance*) of the Trust Deed] [other than []]; and
- (b) from and including [21 June 2017 / the certification date of the last certificate delivered under Clause 6.3 (*Certificate of Compliance*) of the Trust Deed] to and including [*insert date no earlier than seven days prior to date of certificate*], the Issuer has complied with its obligations under the Trust Deed [other than []].

For and on behalf of

Astaldi S.p.A.

Authorised Signatory

Authorised Signatory

EXECUTION CLAUSES

EXECUTED as a DEED

By **ASTALDI S.p.A.**

acting by



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)

The common seal of
**BNP PARIBAS TRUST
CORPORATION UK LIMITED**
was affixed to this Deed
in the presence of:

Director

Director/Secretary


EXECUTION CLAUSES

EXECUTED as a DEED
By ASTALDI S.p.A.

acting by _____

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)
)

The common seal of
**BNP PARIBAS TRUST
CORPORATION UK LIMITED**
was affixed to this Deed
in the presence of:



Helen Tricard
Director

Director


Mike Heimuth
Director

Director/Secretary

