FIFTH AMENDED AND RESTATED TERMS AND CONDITIONS OF THE NOTES

dated as of

7 November 2022

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The Euro 120,000,000.00 aggregate principal amount of floating rate senior secured notes (originally) due 9 August 2022 issued on the Issue Date (as defined below) (the "Initial Notes"), the Euro 50,000,000.00 aggregate principal amount of floating rate senior secured notes (originally) due 9 August 2022 issued on the Subsequent Issue Date (as defined below) (the "Additional Notes") and any further additional notes that may be issued on any later issue date subject to the conditions and in accordance with the covenants set forth herein and forming a single series with the Initial Notes (the "Further Additional Notes" and, together with the Initial Notes and the Additional Notes, the "Notes") issued or to be issued by Opnet S.p.A. (formerly Linkem S.p.A., the "Issuer") are constituted by, are subject to and have the benefit of a trust deed dated 9 August 2019 (as amended or supplemented from time to time, the "Trust Deed") entered into among the Issuer and GLAS Trust Corporation Limited, a limited company organised under the laws of England, with registered office at 55 Ludgate Hill, Level 1 West, London EC4M 7JW, England, as trustee (the "Trustee", which expression includes all persons appointed from time to time as trustee or trustees under the Trust Deed) for the Noteholders (as defined below). The Notes are the subject of a paying agency agreement dated 7 August 2019 (as amended or supplemented from time to time, the "Agency Agreement") initially entered into among the Issuer and Deutsche Bank AG, London Branch as principal paying agent and calculation agent (in such capacities, respectively, the "Principal Paying Agent" and the "Calculation Agent", which expressions in each case include any successor appointed from time to time in connection with the Notes) and as transfer agent, and GLAS SAS, a limited company organised under the law of France, with registered office at 72, rue du Faubourg, Saint-Honoré, Paris, France, as registrar (the "Registrar", which expression includes any successor appointed from time to time in connection with the Notes) and the Trustee. Certain provisions of these terms and conditions (the "Conditions") are summaries of the Agency Agreement, the Transaction Security (as defined below) and the Trust Deed, and as such they remain subject to the detailed provisions of the relevant underlying document.

The Notes shall be secured on a senior secured basis pursuant to the Security Documents (as defined below).

The holders of the Notes (the "Noteholders") are bound by, and are deemed to have notice of, and to have accepted these Conditions, all the provisions of the Trust Deed, the Note Purchase Agreement (as defined below), the Transaction Security and the Agency Agreement applicable to them. Noteholders acknowledge the limitations of liability and protections of the Trustee contained in the Trust Deed and the Security Documents. Copies of the Trust Deed, the Note Purchase Agreement, the Transaction Security and the Agency Agreement are available for inspection by Noteholders during normal business hours at the specified office of the Principal Paying Agent.

The issue of the Initial Notes was approved pursuant to a resolution of the board of directors of the Issuer of 29 July 2019, registered with the companies' register of

Rome, Italy on 6 August 2019, and a resolution of the ordinary shareholders' meeting of the Issuer of 29 July 2019.

The issue of the Additional Notes was approved on 25 March 2021 pursuant to a resolution of the board of directors of the Issuer, registered with the companies' register of Rome, Italy on 1 April 2021, and a resolution of the ordinary shareholders' meeting of the Issuer.

The issue of Further Additional Notes up to a principal amount of Euro 50,000,000.00 (*a*) was approved pursuant to a resolution of the board of directors of the Issuer of 2 December 2021, registered with the companies' register of Rome, Italy on 14 December 2021, and a resolution of the ordinary shareholders' meeting of the Issuer of 9 December 2021, and (*b*) was authorised on 20 January 2022 pursuant to an Extraordinary Resolution (as defined below) of the Noteholders' meeting.

The net proceeds of the issue of the Initial Notes shall be applied by the Issuer in order to fund general corporate purposes as well as to refinance certain existing financial indebtedness of the Issuer. The net proceeds of the Additional Notes, as well as of any Further Additional Notes, shall be applied by the Issuer in order to fund general corporate purposes.

The Notes have not been and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state of the United States or other jurisdiction and the Notes may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws.

CONDITION I

DEFINITIONS

1.1 Definitions. In these Conditions the following terms shall have the meanings set forth below unless the context requires otherwise:

"Accounting Principles" shall mean, for the purposes of the preparation and/or audit of any Financial Reports and any other financial statements of the Issuer or any other member of the Group, IFRS.

"Additional Amounts" shall have the meaning set forth in Condition 11.1.

"Additional Notes" shall have the meaning set forth in the introduction.

"Adjusted EBITDA" shall mean, as of any time and with respect to any period, EBITDA *minus* non-cash items of income *plus* non-cash items of expense, calculated on a consolidated basis and as shown in, or determined by reference to, the Financial Reports.

"Adjusted Margin" shall have the meaning set forth in Condition 5.1(e).

"Adjusted Net Leverage Ratio" shall mean the ratio of the Net Financial Indebtedness as at any Quarter Date *divided* by its Adjusted EBITDA for the

corresponding Financial Period, in each case calculated on a consolidated basis and as shown in, or determined by reference to, the Financial Reports.

"Agency Agreement" shall have the meaning set forth in the introduction.

"Agents" shall mean the Paying Agents, the Transfer Agents, the Registrar and the Calculation Agent or any of them.

"Anti-Corruption Laws" shall mean all laws of any jurisdiction applicable to any member of the Group from time to time concerning or relating to anti-bribery or anti-corruption, including but not limited to the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act of 1977.

"Anti-Money Laundering Laws" shall mean all laws or regulations of any jurisdiction applicable to any member of the Group that relate to money laundering, counter-terrorist financing or recordkeeping and reporting requirements relating to money laundering or counter-terrorist financing.

"Authorisation" shall mean an authorisation, consent, resolution, license, exemption, filing, permit or registration, as relevant from time to time.

"Authorised Denomination" shall have the meaning set forth in Condition 2.1.

"Break Costs" shall mean, in respect of any principal amount received under the Notes, an amount (if any), calculated by the Issuer (or by any reputable financial institution selected by the Issuer in its absolute discretion), as the amount by which the interest, excluding the Margin, which would have been received by the holder on such principal amount on the next Interest Payment Date in respect only of the period from the date of receipt of such principal amount to the next Interest Payment Date exceeds the amount which such holder would be able to obtain by placing an amount equal to the principal amount received by it on deposit with a leading bank in the London interbank market for the period from the date of receipt of such principal amount to the next Interest Payment Date.

"Business Day" shall mean:

(a) while all the Notes are represented by the Global Note Certificate, any day on which banks are open for business in London and Milan and which is also a TARGET Settlement Day; or

(b) at any other time:

(i) in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place and in London and Milan; or

(ii) in the case of payment by credit or transfer to a Euro account, a TARGET Settlement Day.

"Calculation Agent" shall have the meaning set forth in the introduction.

"Calculation Amount" shall mean Euro 1,000.00.

"Cash" shall mean at any time, cash in hand or at bank and (in the latter case) credited to an account in a member of the Group with a bank or other financial institution and to which such member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as (*a*) that cash is repayable within 30 days after the relevant date of calculation, (*b*) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other Person whatsoever or on the satisfaction of any other condition, (*c*) there is no Security over that cash except for Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements (excluding, for the avoidance of doubt, any transactions entered into for speculative purposes), and (*d*) the cash is freely and (except as mentioned in the foregoing item (a)) immediately available to be applied in repayment or prepayment of the Notes.

"Cash Equivalents" shall mean (*a*) securities issued or unconditionally, irrevocably, directly and fully guaranteed or insured by a government or a state that is a member state of the European Union (each, a "Member State"), Switzerland, Canada or the United States or any agency or instrumentality of either thereof (*provided* that the full faith and credit of such Member State, Switzerland, Canada or the United States as the case may be, is pledged in support thereof) having maturities of not more than one year from the date of acquisition and any of a Fitch rating of "BBB+" or better, a Moody's rating of "Baa1" or better or an S&P rating of "BBB+" or better, (*b*) cash in hand or on deposit, certificates of deposit (and similar instruments) and time deposits with maturities not exceeding twelve months either with a commercial bank located in a Member State, Switzerland, Canada or the United States and having capital and surplus in excess of Euro 500,000,000.00 or any of a Fitch rating of "BBB-" or better, a Moody's rating of "Baa3" or better or a S&P rating of "BBB-" or better, (*c*) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in the foregoing items (a) and (b) entered into with any financial institution meeting the qualifications specified in the foregoing item (b), or (*d*) commercial paper having a rating at the time of the investment of at least one of the two highest ratings obtainable from Moody's or S&P or, if no rating is available in respect of such commercial paper, the issuer of which has, in respect of its long-term debt obligations, an equivalent rating and in each case maturing within twelve months after the date of acquisition, in each case, to which any member of the Group is beneficially and exclusively entitled as of the time of calculation.

"Cash Injection" shall have the meaning set forth in Condition 13.3(a).

"Clearing System Business Day" shall have the meaning set forth in Condition 10.3.

"Clearstream" shall mean Clearstream Banking, *société anonyme*.

"Code" shall have the meaning set forth in Condition 10.5.

"Compliance Certificate" shall mean a certificate delivered by the Issuer pursuant to Condition 12.3, substantially in the form set out in Schedule 5 to the Trust Deed.

"Conditions" shall have the meaning set forth in the introduction.

"Core Business" shall mean the provision of wireless telecommunication services, including the construction and operation of the relevant infrastructure.

"Cure Right" shall have the meaning set forth in Condition 13.3(a).

"Decree 239" shall have the meaning set forth in Condition 16.1(l)(i).

"Deed of Pledge over Shares" shall mean the deed, entered into on the Issue Date among the Trustee and the Security Providers, setting forth the terms and conditions of the granting by BEI Italia Wireless, LLC, RCG International Opportunities S.à r.l., RCL Linkem LLC and RCL Linkem II LLC of a pledge in favour of the Trustee, on behalf of the Noteholders and as their *rappresentante* pursuant to section 2414-*bis* of the Italian civil code, over a number of the shares held by BEI Italia Wireless, LLC, RCG International Opportunities S.à r.l., RCL Linkem LLC and RCL Linkem II LLC in the Issuer.

"Deed of Pledge over Industrial Property Rights" shall mean the deed, entered into on the Issue Date between the Trustee and the Issuer, setting forth the terms and conditions of the granting by the Issuer of a pledge in favour of the Trustee, on behalf of the Noteholders and as their *rappresentante* pursuant to section 2414-*bis* of the Italian civil code, over the trademarks owned by the Issuer.

"Deed of Special Lien" shall mean the deed, entered into on the Issue Date between the Trustee and the Issuer, setting forth the terms and conditions of the granting by the Issuer of a special lien (*privilegio speciale*) in favour of the Trustee, on behalf of the Noteholders and as their *rappresentante* pursuant to section 2414-*bis* of the Italian civil code, over the licenses for the rights of use of spectrum held by the Issuer.

"Default" shall mean an Event of Default or any event or circumstance specified in Condition 15.1 which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Disposal" shall have the meaning set forth in Condition 14.8.

"Dispute" shall have the meaning set forth in Condition 19.7.

"Disruption Event" shall mean either or both of (*a*) a material disruption to such payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Notes (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any Obligor or Finance Party, or (*b*) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of an Obligor or Finance Party preventing that, or any other

Obligor or Finance Party from (*i*) performing its payment obligations under the Finance Documents, or (*ii*) communicating with other Obligors or Finance Parties in accordance with the terms of the Finance Documents, and which (in either such case) is not caused by, and is beyond the control of, the Obligor or Finance Party whose operations are disrupted.

"Distribution" shall mean a payment by way of distribution, dividend, bonus issue, return, redemption, repurchase and cancellation, liquidation or reduction of capital, fee, interest (including for the avoidance of doubt due under any shareholders' loans), principal (including for the avoidance of doubt due under any shareholders' loans), distribution or reduction of any share premium reserve, repayment or payments of shares or other equity instruments, the making of any loan or any other payment and, in each case, whether in cash or in kind.

"EBITDA" shall mean, as of any time and with respect to any period, the operating income of the Group, without double counting, on a consolidated basis at the level of the Issuer:

(a) after adding back any amount attributable to the amortization of intangible assets or the depreciation of tangible assets or any write-down of assets or any provisions; and

(b) after deducting the amount of income, and adding the amount of losses, which are attributable to minority interests,

in each case as shown in, or determined by reference to, the Financial Reports.

"EURIBOR" shall have the meaning set forth in Condition 5.1(b)(i).

"Euroclear" shall mean Euroclear Bank SA/NV.

"Euro-zone" shall mean the region comprised of Member States of the European Union which adopt the Euro in accordance with the treaty establishing the European Community, as amended.

"Event of Default" shall mean any event or circumstance specified as such in Condition 15.1.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Excluded Insurance Proceeds" shall mean any proceeds of an insurance claim (*a*) lower than Euro 500,000.00 or (*b*) higher than Euro 500,000.00 and which are payable to the Issuer and which the Issuer notifies the Trustee are, or are to be, applied (*i*) in order to meet a third-party claim, (*ii*) to other operating losses in respect of which the relevant insurance claim was made, (*iii*) in respect of business interruption insurance, or (*iv*) in respect of an insurance claim which the Issuer notifies the Trustee are, or are to be, applied as soon as reasonably practicable (but in any event within the earlier of the Final Maturity Date and twelve months after receipt) in the replacement, reinstatement and/or repair of the assets or otherwise in amelioration of the loss in respect of which the relevant insurance claim was made.

"Extraordinary Resolution" shall have the meaning set forth in the Trust Deed.

"Fee Letter" shall mean any letter or letters entered or to be entered into among any Noteholder, any Agent, the Trustee or the Issuer setting out any of the fees referred to in the Finance Documents.

"Fideiussione Invitalia" shall mean any first demand bank guarantee issued by Banco BPM S.p.A., Unicredit S.p.A. or any other guarantor, in the interest of the Issuer and for the benefit of Invitalia, by way of guarantee of the payment obligations of the Issuer pursuant, or in any case related to, the Invitalia Facility Agreement.

"Final Maturity Date" shall mean 9 February 2023.

"Finance Documents" shall mean the Note Purchase Agreement, any Security Document, any Fee Letter, the Trust Deed, the Agency Agreement, any Note Certificate (including in respect of the Additional Notes as well as any Further Additional Notes), or any other document designated as such by the Trustee, as from time to time amended or supplemented.

"Finance Party" shall mean the Trustee, the Agents, each Noteholder, each Security Provider.

"Financial Indebtedness" shall mean (without double counting) any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit (including any dematerialised equivalent);

(c) any amount raised pursuant to the issue of bonds, notes, debentures, loan stock or other similar instrument;

(d) receivables sold or discounted (otherwise than on a non-recourse basis);

(e) the deferred portion of the acquisition cost of any asset, where such payment is deferred for more than 90 days, other than a maximum amount of (*i*) Euro 85,000,000.00 representing the deferred portion of the acquisition cost of any real estate, plant or equipment used or to be used in the ordinary course of the Issuer's Core Business (for the sake of clarity, including customer-premises equipment (CPE) and base transceiver stations (BTS)), and (*ii*) Euro 35,000,000.00 representing the deferred portion of the acquisition cost arising from any transaction falling within item (b) of the definition of "Permitted Acquisition";

(f) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then-mark-to-market value of the derivative transaction will be used to calculate its amount);

(g) any counter-indemnity obligation in respect of any guarantee, bond, letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group, to the extent that such guarantee, bond, letter of credit or any other instrument is issued

in respect of another item of Financial Indebtedness falling within the foregoing items of this definition;

(h) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and Accounting Principles, be treated as finance or capital leases;

(i) amounts due under any factoring, to the extent that such factoring is on a recourse basis;

(j) amounts due under any Subordinated Debt, to the extent that such amounts fall due for payment prior to or less than six months after the final maturity of the Notes;

(k) any other amounts raised under any other transaction having substantially the same commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; or

(l) the amount of any liability in respect of any guarantee in respect of any item referred to in the foregoing items of this definition.

"Financial Period" shall mean each period of twelve months ending on a Quarter Date, the first such period being the twelve-month period ending 31 December 2019.

"Financial Reports" shall mean the annual and interim financial information referred to in Condition 12.1.

"Fitch" shall mean Fitch Ratings Ltd. or any successor to its rating business.

"Further Additional Notes" shall have the meaning set forth in the introduction.

"Global Note Certificates" shall mean the certificates representing all interests in the Notes and issued or supplemented on each Subsequent Issue Date substantially in the respective forms attached to the Trust Deed.

"Group" shall mean the Issuer, its Subsidiaries, and each Tiscali Group Company from time to time.

"Hedging Agreement" shall mean any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Issuer for the purpose of hedging interest payable under the Notes or otherwise providing any swap, cap, floor, collar or option transaction or any other non-speculative treasury transaction or any combination thereof or any other transaction entered into in connection with protection against or benefit from fluctuation in interest rates.

"IFRS" shall mean the International Financial Reporting Standards (formerly International Accounting Standards) issued by the International Accounting Standards Board together with the interpretations issued by the IFRS Interpretations Committee of the International Accounting Standards Board (as amended, supplemented or re-issued from time to time).

"Illegality Redemption Date" shall have the meaning set forth in Section 8.1.

"Individual Note Certificates" shall mean certificates representing interests of individual Noteholders in the Notes and issued in, or substantially in, the form annexed to the Trust Deed.

"Initial Noteholders" shall mean the Persons originally subscribing for the Initial Notes.

"Initial Notes" shall have the meaning set forth in the introduction.

"Interest Amount" shall have the meaning set forth in Condition 5.1(f).

"Interest Determination Date" shall have the meaning set forth in Condition 5.1(b)(i).

"Interest Payment Date" shall mean 31 March, 30 June, 30 September and 31 December in each year as well as the Final Maturity Date, with the first Interest Payment Date being 30 September 2019, *provided* that, if any such day is not a Business Day, the Interest Payment Date shall instead be the Business Day immediately preceding.

"Interest Period" shall mean each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

"Intermediate Holding Company" shall have the meaning set forth in the definition of Material Subsidiary.

"Invitalia" shall mean the Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo d'impresa S.p.A. or any successor thereto.

"Invitalia Facility Agreement" shall mean the preferential loan agreement (*contratto di finanziamento agevolato*) entered into, on 15 May 2014, between the Issuer and Invitalia, pursuant to which Invitalia granted to the Issuer a loan facility (*finanziamento agevolato*) for a principal amount of up to Euro 12,500,000.00.

"Issue Date" shall mean 9 August 2019.

"Issue Price" shall mean the price at which the Notes are issued and purchased by the Noteholders, being equal to 99% of their principal amount.

"Issuer" shall have the meaning set forth in the introduction.

"Italian Bankruptcy Law" shall mean the Italian royal decree no. 267 of 16 March 1942, as amended and supplemented from time to time.

"Italian Usury Legislation" shall have the meaning set forth in Condition 10.6.

"Lead Organisation" shall mean the European Union, the United Nations, the International Monetary Fund, the Financial Stability Board, the Financial Action Task Force and the Organisation for Economic Cooperation and Development.

"Legal Reservations" shall mean (*a*) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors, (*b*) the time barring of claims under statutes of limitation, (*c*) similar principles, rights and defences under the laws of any relevant jurisdiction, and (*d*) any other matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinions delivered on or prior to the Issue Date to the Trustee.

"Margin" shall mean the Opening Margin or, if applicable, the Adjusted Margin, as provided by Condition 5.1(e).

"Material Adverse Effect" shall mean a material adverse effect on the (*a*) business, operations, assets, financial condition or results, cash flow, profitability or prospects of the Group taken as a whole or of the Issuer, (*b*) ability of the Issuer to perform its payment obligations under the Finance Documents, (*c*) validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents to an extent which is materially adverse to the interests of the Secured Parties, or (*d*) rights or remedies of any Finance Party under the Finance Documents to an extent which is materially adverse to the interests of the Finance Parties under the Finance Documents taken as a whole.

"Material Subsidiary" shall mean any Subsidiary that, from time to time:

(a) has total assets and/or generates, singularly, EBITDA (net of intra-group entries - *poste infragruppo*) at least equal to 5% of the consolidated net assets, profits or revenues of the Group; or

(b) has Net Financial Indebtedness (net of intra-group entries - *poste infragruppo*) at least equal to 12.5% of the Net Financial Indebtedness of the Group,

in the case of (a) and (b) calculated, as applicable, by reference to the most recently published consolidated financial statements of the Group from time to time and individual financial statements of the relevant Subsidiary relating to the same period, *provided* that (*i*) if a Person has become a Subsidiary of the Issuer after the end date of the relevant financial statements, the EBITDA or total assets of that Subsidiary will be determined by reference to its latest annual financial statements (whether or not audited) and will be consolidated if that Subsidiary itself has Subsidiaries; (*ii*) the consolidated financial statements of the Group and the corresponding financial statements of each relevant Subsidiary will be adjusted (where appropriate) to reflect fairly the EBITDA or total assets of, or represented by, any Person, business or assets subsequently acquired or disposed of; and (*iii*) where a Subsidiary (an "Intermediate Holding Company") has itself one or more Subsidiaries at least one of which, under this definition, is a Material Subsidiary, then such Intermediate Holding Company will also be deemed to be a Material Subsidiary;

"Member State" shall have the meaning set forth in the definition of "Cash Equivalents".

"Minimum Additional Notes Condition" shall have the meaning set forth in Condition 3.3(d).

"Moody's" shall mean Moody's Investors Service, Inc. or any successor to its rating business.

"Net Financial Indebtedness" shall mean the Financial Indebtedness of the Group net of:

(a) any Financial Indebtedness arising out of, or in connection with, any Subordinated Debt, to the extent that such indebtedness falls due for payment at least six months after the Final Maturity Date;

(b) Cash and Cash Equivalents held by any member of the Group;

(c) any Cash deposits which are restricted as to withdrawal or usage as it represents cash collateral established by any member of the Group as counter-security to any guarantee issued by a third party for the benefit of any member of the Group, with respect to an amount exceeding the outstanding principal amount and/or interest covered by such guarantee; and

(d) the mark-to-market value of any financial instruments related to any commercial and non-financial transaction of any member of the Group or under any Hedging Agreement,

in each case calculated on a consolidated basis and as shown in, or determined by reference to, the Financial Reports.

"Non-Cooperative Jurisdiction" shall mean any jurisdiction that is included in the EU list of non-cooperative jurisdictions for tax purposes adopted by the Council of the European Union (as from time to time amended or supplemented).

"Non-Excluded Insurance Proceeds" shall mean any proceeds of an insurance claim which are payable to the Issuer (other than any Excluded Insurance Proceeds), net of any reasonable costs and expenses in relation to that claim which are incurred by any member of the Group to Persons who are not members of the Group.

"Note Certificate" shall mean a Global Note Certificate and/or any Individual Note Certificates.

"Noteholder" shall have the meaning set forth in the introduction and shall mean a Person in whose name a Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof).

"Noteholders' Representative" shall have the meaning set forth in Condition 18.7.

"Note Purchase Agreement" shall mean each agreement entered into by and between the Issuer and the Noteholders, as note purchasers, and (with respect to the Initial Notes) the Trustee, providing for the issue and subscription of the Notes.

"Notes" shall have the meaning set forth in the introduction, *provided* that the Initial Notes, the Additional Notes and any Further Additional Notes shall be treated as a single class for all purposes under these Conditions so that, unless the context otherwise requires, all references to the Notes shall include the Initial Notes, the Additional Notes and any Further Additional Notes.

"Obligor" shall mean the Issuer and each Security Provider.

"Offer of Additional Notes" shall have the meaning set forth in Condition 3.3(d).

"Opening Margin" shall mean 700 basis points per annum.

"Paying Agent" shall mean the Principal Paying Agent and any other paying agents appointed from time to time in connection with the Notes.

"Permitted Acquisition" shall mean, with respect to the Issuer or any member of the Group, the acquisition of, or the investment in, any business, business unit (*ramo d'azienda*), undertaking, share, interest or other security (other than Cash Equivalents) whereby:

(a) the acquisition or investment is of or in (*i*) a business, business unit (*ramo d'azienda*) or undertaking owed or carried on by a Person, or (*ii*) shares, interests or other securities in a Person, in each case where the Issuer or any member of the Group already holds an equity interest of at least 75% in such Person as of the Issue Date; or

(b) the acquisition or investment is of or in (*i*) a business, business unit (*ramo d'azienda*) or undertaking owed or carried on by a Person, or (*ii*) shares, interests or other securities in a Person, in each case where the Issuer or any member of the Group does not already hold an equity interest of at least 75% in such Person as of the Issue Date and the enterprise value calculated in respect of all such acquisitions or investments made by the Issuer and/or its Subsidiaries under this item (b) after the Issue Date does not exceed Euro 35,000,000.00 over the life of the Notes,

provided that, in the case of any transaction under items (a) and (b) above, (*x*) each such acquisition or investment is made on arm's length terms and for consideration at or below fair market value, (*y*) no Event of Default is continuing on the date the relevant acquisition or investment agreement is entered into or would occur as a result of the acquisition, and (*z*) the acquired entity is not incorporated or located in a jurisdiction that is blacklisted by any Lead Organisation in connection with activities such as money laundering, financing of terrorism, tax fraud and tax evasion or harmful tax practices as such blacklist may be amended from time to time.

"Permitted Disposal" shall mean the following Disposals:

(a) trading stock in the ordinary course of business;

(b) assets exchanged for other assets comparable or superior as to type, value and quality;

(c) a disposal of assets carried out in the form of, or as part of transactions that are a sale and lease-back, whose aggregate market value does not, when aggregated with the transactions described under item (h) of the definition of "Permitted Financial Indebtedness", exceed the maximum amount set forth under that item (h);

(d) disposal of assets that are permitted under any Security Document; and

(e) to the extent not included in the foregoing items from (a) to (d), assets whose aggregate market value is worth less than Euro 9,000,000.00 (or its equivalent in another currency or currencies) in any financial year,

provided that (*i*) each Disposal is made on arm's length terms and for a consideration at or above fair market value, and (*ii*) no Event of Default (*x*) is continuing on the date the agreement for such Disposal is entered into or (*y*) would occur as a result of the Disposal.

"Permitted Financial Indebtedness" shall mean any Financial Indebtedness:

(a) repaid prior to, or on, the Issue Date;

(b) incurred under or permitted by the Finance Documents (including Indebtedness incurred pursuant to the issuance of the Additional Notes or any Further Additional Notes);

(c) made available by way of Subordinated Debt, to the extent that such indebtedness falls due for payment at least six months after the Final Maturity Date;

(d) incurred under or arising out of the Invitalia Facility Agreement;

(e) arising out of any Fideiussione Invitalia;

(f) starting from the date falling twelve months after the Issue Date, incurred under or arising out of any financing supporting working capital needs of any member of the Group in the form or by means of (*i*) self-liquidating credit lines, and (*ii*) overdraft facilities, commitments in connection with commercial guarantees or letter of credit, advances on invoices, advances on import or export transactions, in any case to the extent that the Financial Indebtedness incurred pursuant to the foregoing items (i) and (ii) does not exceed an amount equal to the lower of (*x*) Euro 15,000,000.00 and (*y*) one half of the aggregate EBITDA for the twelve-month period ending on the most recent Quarter Date;

(g) incurred under or arising out of any preferential loan agreement granted by public authorities, agencies or international institutions, as well as banks or credit institutions acting on behalf of such authorities, agencies or institutions;

(h) arising out of any leasing (whether financial or operational) agreement related to real estate, equipment or other goods not exceeding in the aggregate Euro 30,000,000.00;

(i) incurred under or arising out of any long-term loan facility agreements, junior in priority and repayment to any obligations arising under the Finance

Documents, granted to the Issuer or any member of the Group for the purposes of financing any Permitted Acquisition, in any case not exceeding in the aggregate Euro 30,000,000.00;

(j) of any Person that becomes a member of the Group as a result of a Permitted Acquisition, in any case not exceeding in the aggregate Euro 10,000,000.00;

(k) incurred under or arising out of any Hedging Agreement, up to the mark-to-market value of the relevant hedging financial instrument;

(l) incurred under, or arising out of an enforcement against any member of the Group of, any counter-guarantee granted by any member of the Group in connection with any Permitted Security issued in its interest or for its benefit, in any case not exceeding in the aggregate Euro 5,000,000.00;

(m) incurred under or arising out of any revolving credit line granted to any member of the Group, in any case not exceeding in the aggregate Euro 10,000,000.00; or

(n) incurred in connection with any counter-indemnity obligation in respect of a VAT guarantee.

"Permitted Security" shall mean:

(a) the Transaction Security;

(b) any lien arising by operation of law in the ordinary course of business of the Issuer or a Material Subsidiary, *provided* that such Security is not (and does not become capable of being) enforced;

(c) any Security that is irrevocably discharged or released in full on or prior to the Issue Date;

(d) any Security arising under any retention of title arrangement or arrangements having a similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(e) any Security in the form of assignment of receivables granted as security over Financial Indebtedness pursuant to item (f) of the definition of "Permitted Financial Indebtedness";

(f) any Security arising as a consequence of any finance or capital lease permitted pursuant to item (h) of the definition of "Permitted Financial Indebtedness";

(g) any Security granted over the shares, interests or assets of any member of the Group that so becomes as a result of a Permitted Acquisition (*i*) as security for the Financial Indebtedness permitted pursuant to item (i) of the definition of "Permitted Financial Indebtedness" or (*ii*) as security for the Financial Indebtedness permitted pursuant to item (j) of the definition of "Permitted Financial Indebtedness", *provided* that, with respect to this item (ii), (*x*) the Security was not created in connection with or in contemplation of that Person becoming a member of the Group

and (*y*) the amount of Financial Indebtedness thereby secured is not increased and no additional assets become subject to such Security;

(h) any Security over assets up to an aggregate amount of (*i*) Euro 1,000,000.00 per each single transaction, and (*ii*) Euro 6,000,000.00 in the aggregate;

(i) any (*i*) pledge of cash accounts of the Issuer or (*ii*) extension of the special lien over the licenses for the rights of use of spectrum currently held by the Issuer granted pursuant to the Deed of Special Lien, in each case granted as security over the obligations of the Issuer in connection with the Fideiussione Invitalia; and

(j) any other Security granted by a member of the Group with the prior consent of the Trustee.

"Person" shall mean any individual or entity, including corporation, partnership, association, limited company, limited liability partnership, joint-stock company, trust, unincorporated association, government or governmental agency or authority.

"Principal Amount Outstanding" shall mean, at any time, the nominal amount of the Notes (or, where applicable, each Note) which is still outstanding and has not been redeemed at such time.

"Principal Paying Agent" shall have the meaning set forth in the introduction.

"Proceedings" shall have the meaning set forth in Condition 19.7.

"Quarter Date" shall mean 31 March, 30 June, 30 September and 31 December in each year.

"Rate of Interest" shall have the meaning set forth in Condition 5.1(b).

"Record Date" shall mean, in relation to any date on which payment on the Notes falls due, the fifteenth day before such date, *provided* that while the Notes are held in Euroclear or Clearstream, in relation to an Interest Payment Date, Record Date shall mean the date one Business Day prior to the Interest Payment Date.

"Register" shall have the meaning set forth in Condition 4.1.

"Registrar" shall have the meaning set forth in the introduction.

"Regulation D" shall mean the set of rules governing the limited offer and sale of securities without registration under the Securities Act, as amended from time to time.

"Regulation S" shall mean the set of rules governing offers and sale made outside the United States without registration under the Securities Act, as amended from time to time.

"Relevant Nominating Body" shall mean any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them.

"Sanctioned Country" shall mean a country or territory which is the subject of general export, import, financial or investment embargoes by any Sanctions Authority, including (without limitation) Cuba, Iran, North Korea, Syria and the Region of Crimea.

"Sanctioned Person" shall have the meaning set forth in Condition 16.1(r)(i).

"Sanctions" shall mean any economic, trade or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the United Nations, the United States Office of Foreign Assets Control of the Department of the Treasury, the United States Department of State, Her Majesty's Treasury of the United Kingdom, the European Union, Italy, any other Member of State of the European Union and any other jurisdiction applicable to any member of the Group, and any other body or authority of the foregoing jurisdictions and organisations.

"Sanctions Authority" shall mean (*a*) the Security Council of the United Nations and (*b*) the competent governmental institutions and agencies of the United States, the United Kingdom, the European Union or any member state of the European Union.

"Screen Rate" shall mean the Euro interbank offered rate administered by the European Money Markets Institute (or any other Person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters.

"Screen Rate Replacement Event" shall mean, in relation to a Screen Rate, the situation whereby any of the following occurs:

(a) the original Screen Rate ceasing to be calculated, administered or published;

(b) the later of (*i*) the making of a public statement by the administrator of the original Screen Rate that it will, on or before a specified date, cease publishing the original Screen Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the original Screen Rate) and (*ii*) the date falling six months prior to the specified date referred to in the foregoing item (i);

(c) the making of a public statement by the supervisor of the administrator of the original Screen Rate that the original Screen Rate has been permanently or indefinitely discontinued;

(d) the later of (*i*) the making of a public statement by the supervisor of the administrator of the original Screen Rate that the original Screen Rate will, on or before a specified date, be permanently or indefinitely discontinued, and (*ii*) the date falling six months prior to the specified date referred to in the foregoing item (i);

(e) the later of (*i*) the making of a public statement by the supervisor of the administrator of the original Screen Rate that means the original Screen Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (*ii*) the date falling six months prior to the specified date referred to in the foregoing item (i); or

(f) it has or will become unlawful for the Calculation Agent or any Paying Agent to calculate any payments due to be made to any Noteholder using the original Screen Rate.

"Secured Party" shall mean the Trustee and any Noteholder, as beneficiary of the Transaction Security.

"Security" shall mean a mortgage, charge, pledge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect.

"Securities Act" shall have the meaning set forth in the introduction.

"Security Documents" shall mean the Deed of Pledge over Shares, the Deed of Pledge over Industrial Property Rights, the Deed of Special Lien and any other security document entered into under or pursuant to the Finance Documents, in each case as may be amended, amended and restated, replaced and/or supplemented in accordance with the terms of the Finance Documents (including in connection with the issuance of Additional Notes and Further Additional Notes).

"Security Provider" shall mean each of the Issuer, BEI Italia Wireless, LLC, RCG International Opportunities S.à r.l., RCL Linkem LLC and RCL Linkem II LLC, as well as any other Security Provider pursuant to the Security Documents.

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc. or any successor to its rating business.

"Subordinated Debt" shall mean any indebtedness of the Issuer, its Subsidiaries and the Tiscali Group Companies, that ranks junior in repayment to the obligations arising under the Notes and the Finance Documents.

"Subordinated Shareholder Debt" shall mean any Subordinated Debt of the Issuer (*a*) which is due, whether directly or indirectly, to any of its shareholders or any Person controlled by any such shareholders or (*b*) to which any such shareholders or Persons are otherwise beneficially entitled (including, for the avoidance of doubt, any Subordinated Shareholder Debt created in connection with the exercise of a Cure Right).

"Subsequent Issue Date" shall mean the date on which any Additional Notes or any Further Additional Notes are issued.

"Subsidiary" shall mean *società controllata*, as defined under section 2359 of the Italian civil code, save that for the avoidance of doubt no Tiscali Group Company shall be or shall be deemed to be a "Subsidiary" of the Issuer or its Subsidiaries.

"TARGET2" shall mean 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.

"TARGET Settlement Day" shall mean any day on which TARGET2 is open for the settlement of payments in Euro.

"TARGET System" shall mean the TARGET2 system.

"Tax" shall mean any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Tiscali" shall mean Tiscali S.p.A., with registered office in Località Sa Illetta, km 2300 strada statale 195, Cagliari, Italy, registered with the Cagliari companies' register under no. 02375280928, a company whose shares are listed on the Italian Stock Exchange (Euronext Milan, "TIS"); for the avoidance of doubt, "Tiscali" shall also include any successor of Tiscali or any Person formed following a merger or reorganisation of a member of the Group with Tiscali.

"Tiscali Group Company" shall mean each of Tiscali and each of its *società controllate*, as defined under section 2359 of the Italian civil code.

"Transaction Security" shall mean the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

"Transfer Agent" shall mean the Registrar, Deutsche Bank, AG, London Branch, as transfer agent and any other transfer agents appointed from time to time in connection with the Notes.

"Trust Deed" shall have the meaning set forth in the introduction.

"Trustee" shall have the meaning set forth in the introduction.

1.2 Rules of Construction. As used in these Conditions:

(a) all terms used in the singular shall be deemed to include the plural, and *vice versa*, as the context may require;

(b) "including" shall mean "including, without limitation";

(c) the words "hereof", "herein", and "hereunder" refer to these Conditions as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision in these Conditions;

(d) references to "Conditions" and "Paragraphs" are to the conditions and paragraphs of these Conditions;

(e) the headings of these Conditions are for convenience of reference only and are not to be considered in construing the meaning of these Conditions; and

(f) a reference to:

(i) "assets" include present and future properties, revenues and rights of every description;

(ii) a "disposal" includes a sale, transfer, assignment, grant, lease, license, declaration of trust, participation or other transfer of economic ownership, compulsory sale or other disposal or agreement for the disposal of, or the grant or creation of any interest derived from, any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) and "dispose" shall be construed accordingly;

(iii) a "Finance Document" or any other agreement or instrument is a reference to such Finance Document or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated;

(iv) a "guarantee" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any Person or to make an investment in or loan to any Person or to purchase assets of any Person where, in each case, such obligation is assumed in order to maintain or assist the ability of such Person to meet its indebtedness;

(v) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a "provision of law" is a reference to such provision as amended and supplemented from time to time; and

(vii) a time of day is a reference to Milan time.

1.3 Currency. "Euro" denotes the currency of the Member States of the European Union that have adopted the single currency introduced in application of the treaty establishing the European Community.

CONDITION II

FORM, DENOMINATION AND TITLE

2.1 Form and Denomination. The Notes are in registered form in the denominations of Euro 100,000.00 and integral multiples of Euro 1,000.00 in excess thereof up to and including Euro 199,000.00 (each, an "Authorised Denomination").

The Notes will be initially issued in global, fully registered form, and represented by (*i*) the Restricted Global Note Certificate (the "Restricted Global Note Certificate"), interests in which are to be sold to qualified institutional buyers (each a "QIB") within the meaning of, and pursuant to, Rule 144A ("Rule 144A") under the Securities Act, and (*ii*) the Unrestricted Global Note Certificate (the "Unrestricted Global Note Certificate" and, together with the Restricted Global Note Certificate, the "Global Note Certificates"), interests in which are to be offered outside the United States within the meaning of, and pursuant to, Regulation S under the Securities Act ("Regulation S"), which will each be exchangeable for individual note certificates

("Individual Note Certificates") in the limited circumstances specified in the Global Note Certificates and the Agency Agreement.

2.2 Title. In these Conditions the "holder" of a Note means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). Title to the Notes will pass by and upon registration in the Register. A Note Certificate will be issued to each Noteholder in respect of its registered holding of Notes and will be numbered serially with an identifying number which will be recorded in the Register. The holder of each Note shall (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of such Note for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft of such Note Certificate) and no Person shall be liable for so treating such Noteholder.

2.3 Contracts (Rights of Third Parties) Act 1999. No Person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

2.4 Exchange. As at the relevant Issue Date or Subsequent Issue Date, holdings of interests in the Notes are evidenced by the Global Note Certificate, which is deposited with a common depositary for Euroclear and Clearstream, and which will be exchangeable for interests in the Notes evidenced by Individual Note Certificates in the circumstances described in the Global Note Certificate.

2.5 Applicability of Conditions. These Conditions apply to each Individual Note Certificate and to the Global Note Certificates, save as otherwise provided herein or in the Global Note Certificates.

2.6 ISIN and Common Code. As at the relevant Issue Date or Subsequent Issue Date, the Notes have been accepted for clearance through Euroclear and Clearstream and have the following ISIN and common code assigned to them: Notes represented by Restricted Global Note Certificate ISIN: XS2039742569; Common code: 203974256 and Notes represented by Unrestricted Global Note Certificate ISIN: XS2038910837; Common code: 203891083.

CONDITION III

STATUS AND SECURITY; ADDITIONAL NOTES AND FURTHER ADDITIONAL NOTES

3.1 Status of the Notes. The Notes constitute senior, unsubordinated, direct, general, unconditional and secured obligations of the Issuer which will at all times rank *pari passu* and without preference among themselves.

3.2 Security of the Notes.

(a) The obligations of the Issuer under the Notes and the other Finance Documents shall be secured on a first priority basis by the Transaction Security in favour of the Secured Parties.

(b) In the event that Tiscali or any Subsidiary from time to time, singularly, generates more than 10% of the consolidated revenues of the Group (net of intra-group entries - *poste infragruppo*) or has net assets greater than 10% of the net assets of the Group, in each case calculated by reference to the most recently published consolidated financial statements of the Group and individual financial statements of Tiscali or the relevant Subsidiary relating to the same period, the Issuer shall (and/or shall procure that any other Subsidiary holding shares in that Subsidiary will) promptly, and in any event by no later than 30 Business Days from the approval of its audited consolidated annual financial statements, grant to the Secured Parties a pledge over 100% of the shares held by the Issuer and/or such other Subsidiary by entering into a deed of pledge over shares substantially on the same terms and conditions as those of the Deed of Pledge over Shares (but with such variations as are necessary to give proper effect to the security thereby granted) and otherwise in a form reasonably satisfactory to the Trustee, *it being understood* that, following the entering into of such deed of pledge, the pledge over the shares of Tiscali or the Subsidiary, as the case may be, will automatically become a Transaction Security, and the relevant deed of pledge a Security Document, pursuant to the terms of these Conditions.

3.3 Additional Notes and Further Additional Notes.

(a) The Issuer may from time to time, without the consent of the Noteholders, (*i*) issue Additional Notes with an aggregate principal amount of up to Euro 50,000,000.00, subject only to the limitations set forth in Condition 14.5 and Paragraph (i) below and to the other conditions set out in this Condition 3.3, and (*ii*) issue Further Additional Notes with a further aggregate principal amount of up to Euro 50,000,000.00.

(b) The Additional Notes and any Further Additional Notes shall have the same terms and conditions as the Initial Notes in all respects except for (*i*) the Issue Price, (*ii*) the first payment of interest on them, (*iii*) the date of issue, (*iv*) the provisions relating to fees, (*v*) the use of proceeds and (*vi*) the amount of principal, so as to be consolidated and form a single series with the Initial Notes.

(c) The Additional Notes and any Further Additional Notes will be part of the same class as each other and the Initial Notes and will be treated as Notes for all purposes of these Conditions, except as otherwise provided in these Conditions. Holders of Additional Notes and Further Additional Notes will vote on all matters as a single class with holders of Initial Notes, including, without limitation, waivers, amendments, redemptions and offers to purchase. The Additional Notes and any Further Additional Notes shall be issued under a deed supplemental to the Trust Deed containing such provisions as the Trustee may reasonably require.

(d) Prior to the issuance of Additional Notes, the Issuer shall give written notice to the Trustee and the Noteholders of its intention to issue Additional Notes in accordance with this Condition 3.3 (an "Offer of Additional Notes"), which notice

shall include an offer (which offer may, subject to the limitations in this Condition 3.3, be on such terms and contain such conditions as the Issuer shall, in its sole discretion, decide) made to all the holders of Notes as at the date on which such Offer of Additional Notes is delivered to subscribe for such Additional Notes in each case (*i*) on a *pro rata* basis to their existing holding of Notes (based on the aggregate Principal Amount Outstanding on the date the Offer of Additional Notes is delivered), (*ii*) on the same terms to each such Noteholder and (*iii*) subject to (unless waived by the Issuer) the Minimum Additional Notes Conditions. No Offer of Additional Notes is required to be in any minimum amount, *provided* that the Issuer may at its election, specify a condition (the "Minimum Additional Notes Condition") to consummating any such issue of Additional Notes that a minimum amount of Additional Notes (to be determined and specified in the relevant Offer of Additional Notes in the Issuer's sole discretion and which may be waived by the Issuer) be subscribed for. Prior to the issuance of Further Additional Notes, the Issuer shall give written notice to the Trustee of its intention to issue Further Additional Notes in accordance with this Condition 3.3. For the avoidance of doubt, the Issuer shall not be required to give notice to the Noteholders of its intention to issue any Further Additional Notes. Notwithstanding anything to the contrary in these Conditions or otherwise, the Issuer shall be entitled to offer any Further Additional Notes to existing holders of Notes on a non-*pro rata* basis and/or to third parties.

(e) No existing Noteholder shall have any obligation to subscribe for Additional Notes. If the aggregate of the maximum participation in the proposed issuance of Additional Notes by the existing Noteholders is less than the amount requested in the Offer of Additional Notes, the Issuer may offer such Additional Notes to one or more third parties (which third party may include an existing Noteholder) as it may select on such terms as may be agreed between the Issuer and such third party, *provided* that such terms comply with the conditions set out in this Condition 3.3 and are no more favourable in any respect than those included in the relevant Offer of Additional Notes.

(f) Subject to the requirements of this Condition 3.3 and to the requirement that an Offer of Additional Notes allow a timeframe for responses from existing Noteholders of at least eight days, there shall be no requirements as to the content, conditions, conditionality, revocability or form of an Offer for Additional Notes.

(g) If the Issuer gives notice to the Trustee that it intends to issue Additional Notes or Further Additional Notes in accordance with this Condition 3.3, then the Trustee and the Agents shall, without the consent of the Noteholders, enter into such documentation and make such amendments or supplements to the Finance Documents as may, in the opinion of the Issuer (acting reasonably), be necessary to effect the issuance of the Additional Notes or any Further Additional Notes and to ensure that any obligations and liabilities incurred by the Obligors in respect of such Additional Notes or Further Additional Notes will have the applicable ranking and the benefit of the Transaction Security and that each Secured Party under such Additional Notes or Further Additional Notes will have the rights and obligations permitted to be conferred upon it in accordance with the Finance Documents and the Trustee and the Agents are entitled to rely on such notice without liability are authorised to execute, and shall execute if requested by the Issuer, without the need for any further authority

from the Noteholders (unless required by applicable law), any such documents on behalf of the Noteholders.

(h) Application shall be made for the Additional Notes and any Further Additional Notes to be listed and admitted to trading on the stock exchange on which the Notes are from time to time listed or quoted.

(i) The entitlement of the Issuer to issue any tranche of Additional Notes under this Condition 3.3 is conditional upon the Adjusted Net Leverage Ratio as at the Quarter Date preceding their date of issue (as adjusted on a pro forma basis as if the Financial Indebtedness arising from that tranche, together with any other tranche of Additional Notes issued after that Quarter Date, had been incurred on such Quarter Date) not exceeding 4.0 to 1.0, as confirmed by the Compliance Certificate referred to in Paragraph (j) below. For the avoidance of doubt, the entitlement of the Issuer to issue any tranche of Further Additional Notes shall not be subject to this Condition 3.3(i).

(j) The Issuer shall supply to the Trustee on or before the date falling eight days prior to the proposed date of issue of the Additional Notes or the Further Additional Notes, a Compliance Certificate certifying compliance with this Condition 3.3:

(i) setting out (in reasonable detail) computations as to compliance with the condition set forth in Paragraph (i) above (to the extent applicable);

(ii) confirming that, to the extent applicable, in making the pro forma calculations referred to in Paragraph (i) above, the Issuer has applied each adjustment on a proper and consistent basis, making reasonable assumptions and in accordance with prevailing market standards and guidelines for the preparation of pro forma financial information; and

(iii) no Default has occurred or arisen as of the date of such Compliance Certificate.

CONDITION IV

REGISTER AND TRANSFERS

4.1 Register. The Registrar will maintain a register (the "Register") in respect of the Notes in accordance with the provisions of the Agency Agreement.

4.2 Transfers.

(a) General. Subject to Paragraphs (d) and (e) below, a Note may be transferred:

(i) upon surrender of the relevant Individual Note Certificate, with the endorsed form of transfer duly completed, at the specified office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer, *provided* that a Note may not be transferred

unless the principal amount of Notes transferred and (where not all of the Notes held by a Noteholder are being transferred) the principal amount of the balance of Notes not transferred are Authorised Denominations; and

(ii) only if the conditions applicable to the transfer of the Notes of the Finance Document have been complied with,

provided that if not all of the Notes represented by the surrendered Individual Note Certificate are the subject of the transfer, a new Individual Note Certificate in respect of the balance of the Notes will be issued to the transferor.

(b) Registration and Delivery of Individual Note Certificates. Within eight days of the surrender of an Individual Note Certificate in accordance with Paragraph (a) above, the Registrar will register the transfer in question and deliver a new Individual Note Certificate of a like principal amount to the Notes transferred to each relevant Noteholder (*provided* that such transfer has been effected in compliance with the terms of the Finance Documents) at its specified office or (as the case may be) at the specified office of the Transfer Agent or (at the request and risk of any such relevant Noteholder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Noteholder. In the case of the transfer of only a part of the Notes, a new Individual Note Certificate in respect of the balance of the Notes not transferred will be so delivered or (at the risk and, if mailed at the request of the transferor otherwise than by ordinary uninsured mail, at the expense of the transferor) sent by mail to the transferor.

(c) No Charge. The transfer of a Note will be effected without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any Tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(d) Closed Periods. Noteholders may not require transfers of a Note to be registered (*i*) during the period of 15 days ending on the due date for redemption of that Note, (*ii*) after any such Note has been called for redemption or (*iii*) during the period of seven days ending on (and including) any Record Date.

(e) Regulations concerning Transfer and Registration. All transfers of Notes and entries on the Register are subject to the detailed regulations concerning the transfer and registration of Notes set out in schedule 2 to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current regulations will be available at the specified office of the Registrar and will be sent by the Registrar free of charge to any person who so requests and can confirm that they are a Noteholder to the satisfaction of the Registrar.

CONDITION V

INTEREST

5.1 Interest.

(a) Accrual of Interest. The Notes bear interest on the Principal Amount Outstanding of the Notes from the Issue Date, payable on each Interest Payment Date, subject to Condition X, *provided* that, if any Interest Payment Date would otherwise fall on a date which is not a TARGET Settlement Day, it will be brought forward to the preceding TARGET Settlement Day. Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition V (both before and after judgment) until whichever is the earlier of (*i*) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (*ii*) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(b) Rate of Interest. The rate of interest applicable to the Notes (the "Rate of Interest") for each Interest Period will be EURIBOR *plus* Margin per annum and will be calculated as follows:

(i) the Calculation Agent will determine the rate for deposits in Euro for a period equal to the relevant Interest Period which appears on the display page designated EURIBOR01 on Thomson Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) ("EURIBOR") as of 11:00 a.m., on the second TARGET Settlement Day before the first day of the relevant Interest Period (the "Interest Determination Date");

(ii) if such rate does not appear on that page, the Issuer will:

(x) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11:00 a.m. on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time; and

(y) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations; and

(iii) if fewer than two such quotations are provided as requested, the Issuer will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone, selected by the Issuer, at approximately 11:00 a.m. on the first day of the relevant Interest Period for

loans in Euro to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined, *provided* that, if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(c) Replacement of Screen Rate.

(i) Independent Adviser. If a Screen Rate Replacement Event has occurred, then notwithstanding Conditions 5.1(a) and 5.1(b), if a Screen Rate Replacement Event occurs in relation to an original Screen Rate at any time, then the Issuer shall notify the Calculation Agent and use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.1(c)(ii) and, in either case, an Adjustment Spread if any (in accordance with Condition 5.1(c)(v)) and any Benchmark Amendments (in accordance with Condition 5.1(c)(vi)). An Independent Adviser appointed pursuant to this Condition 5.1(c) shall act in good faith as an expert and (in the absence of gross negligence, wilful default, bad faith or fraud) shall have no liability whatsoever to the Issuer, the Agents, any other party specified as being responsible for calculating the Successor Rate or Alternative Rate, the Noteholders for any determination made by it or for any advice given to the Issuer in connection with the operation of this Condition 5.1(c).

(ii) Successor Rate or Alternative Rate. If the Independent Adviser determines that:

(w) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.1(c)(v)) subsequently be used in place of the original Screen Rate to determine the relevant Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.1(c)); or

(x) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.1(c)(v)) subsequently be used in place of the Original Reference Rate to determine the relevant Interest Rate (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.1(c)).

(iii) Adjustment Spread. If the Independent Adviser determines (*i*) that an Adjustment Spread should be applied to the Successor

Rate or the Alternative Rate (as the case may be), and (*ii*) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable)).

(iv) Benchmark Amendments. If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.1(c) and the Independent Adviser determines (*x*) that amendments to these Conditions (including without limitation, amendments to the definitions of Business Day, Interest Payment Date, or Interest Determination Date, and related provisions) and the method for determining the fallback rate in relation to the Notes are necessary to follow market practice or to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "Benchmark Amendments"), and (*y*) the terms of the Benchmark Amendments, then the Calculation Agent, the Trustee and the other Agents shall, at the direction and expense of the Issuer and subject to the Issuer giving notice thereof in accordance with Condition 5.1(c)(vii), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice provided that none of the Calculation Agent, the Trustee or any of the other Agents shall be obliged to effect any Benchmark Amendment if in its sole opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to it in these Conditions, the Trust Deed or the Agency Agreement in any way.

Notwithstanding any other provision of this Condition 5.1(c), if, as a result of the determination of any Successor Rate, Alternative Rate or Adjustment Spread, in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.1(c), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so. In connection with any such variation in accordance with this Condition 5.1(c)(vi), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

(v) Notices, etc. The Issuer will notify the Trustee, any other party specified as being responsible for calculating the Rate of Interest and, in accordance with Condition 19.3, the Noteholders promptly of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.1(c). The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the

Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Trustee, the Paying Agents, the Registrar and the Noteholders.

(vi) Survival of Original Screen Rate. Without prejudice to the obligations of the Issuer under the provisions of this Condition 5.1(c), the original Screen Rate and the fallback provisions provided for in Condition 5.1(b) will continue to apply unless and until a Screen Rate Replacement Event has occurred.

(vii) Fallbacks. If, following the occurrence of a Screen Rate Replacement Event and in relation to the determination of the Rate of Interest on the relevant Interest Determination Date, no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this Condition 5.1(c) by such Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (though substituting, where a different Margin or Adjusted Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Adjusted Margin relating to the relevant Interest Period, in place of the Margin or Adjusted Margin relating to that last preceding Interest Period).

For the avoidance of doubt, this Condition 5.1(c)(vii) shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.1(c).

(viii) Definitions. In this Condition 5.1(c) the following terms shall have the meanings set forth below unless the context requires otherwise:

"Adjustment Spread" shall mean either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines should be applied to the Successor Rate or the Alternative Rate (as the case may be) as a result of the replacement of the original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(x) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(y) in the case of an Alternative Rate or (where (x) above does not apply) in the case of a Successor Rate, the Independent Adviser determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such

rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(z) (if the Independent Adviser determines that (x) above does not apply and no such spread, formula or methodology is recognised or acknowledged as being customary market usage as referred to in (y) above) the Independent Adviser determines to be appropriate;

"Alternative Rate" shall mean an alternative to the Reference Rate which the Independent Adviser determines in accordance with Condition 5.1(c)(ii) has replaced the original Screen Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) or if no such rate exists, the rate which is most comparable to the original Screen Rate, for a comparable interest period and in the same currency as the Notes;

"Benchmark Amendments" shall have the meaning given to it in Condition 5.1(c)(vi);

"Independent Adviser" shall mean an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5.1(c)(i) at its own expense;

"original Screen Rate" shall mean the originally-specified Screen Rate used to determine the relevant Rate of Interest (or any component part thereof) on the Notes;

"Relevant Nominating Body" shall mean, in respect of the original Screen Rate:

(x) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the original Screen Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the original Screen Rate; or

(y) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (*1*) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the original Screen Rate relates, (*2*) any central bank or other supervisory authority which is responsible for supervising the administrator of the original Screen Rate, (*3*) a group of the aforementioned central banks or other supervisory authorities, or (*4*) the Financial Stability Board or any part thereof; and

"Successor Rate" shall mean a successor to or replacement of the original Screen Rate which is formally recommended by any Relevant Nominating Body.

(d) Minimum Rate of Interest. In the event that EURIBOR (or the different rate calculated in accordance with Condition 5.1(b) or 5.1(c)) in respect of any Interest Period determined in accordance with the provisions of Condition 5.1(b) is less than 0%, the Rate of Interest for such Interest Period shall be equal to the Margin.

(e) Adjusted Margin. Starting from the Interest Period commencing on 30 June 2020, in the event that the Adjusted Net Leverage Ratio as at the most recently Quarter Date is within any of the ranges set out below, then the Margin applicable to the Interest Period following the issue of a Compliance Certificate in respect of that Quarter Date by the Issuer in accordance with Condition 12.3(a) shall be equal to the percentage points per annum set out below in the column opposite each such range (such percentages, the "Adjusted Margin"):

Adjusted Net Leverage Ratio	**Adjusted Margin**
Lower than 4.5 to 1.0 but not lower than 4.0 to 1.0	6.75 per cent.
Lower than 4.0 to 1.0 but not lower than 3.5 to 1.0	6.50 per cent.
Lower than 3.5 to 1.0 but not lower than 3.0 to 1.0	6.25 per cent.
Lower than 3.0 to 1.0	6.00 per cent.

provided that:

(i) any increase or decrease in the Margin shall take effect on the date which is the first day of the next Interest Period following receipt by the Trustee of the Compliance Certificate for that Financial Period pursuant to Condition 12.3(a);

(ii) if, following receipt by the Trustee of the Compliance Certificate related to a subsequent Financial Period, that Compliance Certificate does not confirm the basis for a reduced Margin, the Opening Margin shall apply; and

(iii) while an Event of Default is continuing, the Margin shall be equal to the Opening Margin.

(f) Calculation of Interest Amount. The Calculation Agent will, as soon as practicable after the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "Interest Amount") payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in such Interest Period divided by 360, rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the aggregate Principal Amount Outstanding of such Note divided by the Calculation Amount.

(g) Publication. The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment

Date, to be notified to the other Agents, the Trustee and each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Authorised Denomination, the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Authorised Denomination.

(h) Notifications. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5.1 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Security Providers, the Agents, the Trustee and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

5.2 Default Interest.

(a) Upon a Default which is continuing, interest shall accrue, to the extent permitted by law, on the Principal Amount Outstanding of the outstanding Notes from the date on which such Default has occurred up to the date it has been remedied or waived (including both before and after judgment) at a Rate of Interest which, subject to Paragraph (b) below, is 200 basis points per annum higher than the rate which would have been payable. Any interest accruing under this Condition 5.2 shall be immediately payable by the Issuer upon demand on the part of the Trustee (or any other Person to whom the relevant amount is due).

(b) Any interest payable under the Notes (if unpaid) on an overdue amount will not be compounded with that overdue amount at the end of each Interest Period but will at all times remain immediately due and payable.

CONDITION VI

REDEMPTION ON FINAL MATURITY DATE AND CANCELLATION

6.1 Redemption on the Final Maturity Date. Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Principal Amount Outstanding on the Final Maturity Date (*plus* any accrued but unpaid interest to such date), subject to the provisions of Condition X.

6.2 Purchase and Cancellation.

(a) The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.

(b) All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries shall be cancelled and may not be reissued or resold.

CONDITION VII

OPTIONAL REDEMPTION AND TAX REDEMPTION

7.1 Optional Redemption (Call). The Issuer may redeem the Notes in whole or in part at any time, subject to prior notice to the Trustee and the Noteholders of no less than three nor more than 30 days and to the Principal Paying Agent at least four days before the notice is delivered to the Trustee and the Noteholders, *provided* that, in the case of redemption in part only:

(a) the principal amount so redeemed in respect of each Note shall not be less than Euro 50.00 per Calculation Amount; and

(b) the aggregate principal amount of so redeemed in respect of each Note shall be a multiple of the Calculation Amount.

7.2 Tax Redemption.

(a) The Issuer may, on any Interest Payment Date, subject to prior notice to the Trustee and the Noteholders of no less than 15 nor more than 30 days, redeem the Notes in whole, but not in part, at their Principal Amount Outstanding, together with accrued and unpaid interest to (but excluding) the date fixed for redemption, subject to the following conditions having been fulfilled:

(i) the Issuer has become obliged to pay any Additional Amounts as provided or referred to in Condition 11.1 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 ruling by a court of competent jurisdiction), which change or amendment becomes effective on or after the relevant Issue Date or Subsequent Issue Date; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given (*x*) 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 was then due and (*y*) unless, at the time such notice is given, such change or amendment remains in effect (or due to take effect).

(b) Prior to the publication of any notice of redemption pursuant to this Condition 7.2, the Issuer shall deliver to the Trustee:

(i) a certificate signed by two duly authorised officers of the Issuer stating that it 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

(ii) an opinion in form and substance satisfactory 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,

provided that the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in Paragraphs (i) and (ii) of Condition 7.2(a), in which event they shall be conclusive and binding on the Noteholders.

CONDITION VIII

MANDATORY REDEMPTION

8.1 Illegality. If (*a*) it becomes illegal for a Noteholder to hold the Notes, and (*b*) the Issuer or the Noteholder has not, within the earlier of (*i*) 90 days after the Noteholder has informed the Issuer of the illegality and (*ii*) the date on which the illegality has become effective for the Noteholder (being no earlier than the last day of any applicable grace period permitted by law) (an "Illegality Redemption Date"), been able to find a purchaser for all such Notes as are illegally held or restructured its ownership arrangements in such a way so that such Notes are not illegally held, the Issuer shall redeem the Notes owned by that Noteholder on the relevant Illegality Redemption Date, to the extent possible or allowed under applicable laws, rules and regulations.

8.2 Redemption from Insurance Proceeds. As soon as reasonably practicable upon payment and/or determination (as the case may be) of any Non-Excluded Insurance Proceeds, the Issuer shall redeem the Notes for an amount equal to such Non-Excluded Insurance Proceeds, rounded down to the nearest Euro 1,000.00.

CONDITION IX

REDEMPTION PROCESS AND CONDITIONS

9.1 [*Reserved*].

9.2 Conditions for Redemption.

(a) Any notice of redemption given by the Issuer under Condition VII or Condition VIII shall be given to Noteholders in accordance with Condition 19.3. Any such notice will be irrevocable and, upon the giving of such notice, the Issuer shall be bound to redeem the Notes in accordance with the relevant provisions under Condition VII or Condition VIII. In addition, any such notice shall specify:

(i) whether the Notes are to be redeemed in whole or in part and, if in part, the principal amount of Notes to be redeemed and the aggregate Principal Amount Outstanding of Notes following such redemption in part;

(ii) [*Reserved*];

(iii) the date on which the Issuer will redeem the Notes in whole or in part; and

(iv) the amount of accrued interest to (but excluding) the redemption date.

(b) Any redemption of a Note, in whole or (subject to Condition 9.3 below) in part, under these Conditions shall be made at a price equal to 100% of the Principal Amount Outstanding redeemed, together with, for the avoidance of doubt, the following amounts:

(i) accrued but unpaid interest on the amount to be redeemed;

(ii) [*Reserved*];

(iii) any applicable Break Costs; and

(iv) any Additional Amount,

but shall otherwise be made without premium or penalty.

9.3 Partial Redemption. If the Notes are to be redeemed in part only on any date in accordance with Condition VII or Condition VIII:

(a) each Note shall be redeemed in part in the proportion which the aggregate Principal Amount Outstanding of the Notes to be redeemed on the date on which the payment is made for the relevant redemption event (rounded up to the nearest Euro) bears to the Principal Amount Outstanding of the Notes on such date; and

(b) if Individual Note Certificates have been issued, a new Individual Note Certificate shall be issued to each Noteholder to reflect the Principal Amount Outstanding following such redemption, but only against surrender of the existing Individual Note Certificates to the Registrar or any Transfer Agent.

9.4 No Other Redemption. The Issuer shall not redeem all or any part of the Notes except at the times and in the manner expressly provided for in these Conditions.

CONDITION X

PAYMENTS

10.1 Principal. Payments of principal shall be made by transfer to a Euro account (or other account to which Euro may be credited or transferred) maintained by the payee with, a bank in a city in which banks have access to the TARGET System and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificate(s) at the specified office of any Transfer Agent.

10.2 Interest. Payments of interest shall be made by transfer to a Euro account (or other account to which Euro may be credited or transferred) maintained by the payee with, a bank in a city in which banks have access to the TARGET System and shall be made to the person shown on the Register at the close of business on the Record Date.

10.3 Payments in respect of Global Note Certificates. Payments of principal and interest in respect of the Global Note Certificates shall 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.

10.4 Break Costs. The Issuer shall, within five Business Days of demand by the Noteholder (delivered in copy to the Trustee and the Principal Paying Agent), pay to the Noteholders *pro rata* Break Costs (as calculated by the Issuer) attributable to all or any part of a Note being redeemed by the Issuer on a day other than the last day of an Interest Period for that Note or being declared due and payable pursuant to Condition XV.

10.5 Payments subject to Fiscal Laws. All payments in respect of the Notes are subject in all cases to any (*a*) applicable fiscal or other laws and regulations in the place of payment, and (*b*) withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, any intergovernmental agreement in place between the United States and another jurisdiction facilitating the implementation thereof, or (without prejudice to the provisions of Condition XI) any law implementing an intergovernmental approach thereto, but without prejudice to the provisions of Condition XI). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

10.6 Italian Usury Legislation. Notwithstanding any other provision of these Conditions or the Trust Deed, if at any time the remuneration payable to the Noteholders under the Notes (including on the basis of Condition XI) exceeds the maximum rate of interest permitted by Italian Law No. 108 of 7 March 1996 (as amended, supplemented or superseded, the "Italian Usury Legislation") and that would constitute a breach of Italian Usury Legislation, then the remuneration payable by the Issuer in respect of the Notes shall be capped at the maximum rate permitted under the Italian Usury Legislation.

10.7 Payments on Business Days. Where payment is to be made by transfer to a Euro account (or other account to which Euro may be credited or transferred), payment instructions (for value the due date, or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated. A Noteholder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Business Day.

10.8 Partial Payment. If a Paying Agent makes a partial payment in respect of any Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of an Individual Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Individual Note Certificate.

CONDITION XI

TAXATION

11.1 Payments Free of Taxes. 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, in each case solely imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such Taxes, duties, assessments, or governmental charges is required by law. In such an event, 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 (the "Additional Amounts"). 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 XI.

11.2 Other Residence. If the Issuer becomes subject with respect to its income at any time to any taxing jurisdiction other than the Republic of Italy by reason of its tax residence or a permanent establishment maintained therein, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction.

11.3 No Additional Payments. No Additional Amounts will be payable for or on account of:

(a) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Noteholder and the Republic of Italy (including, without limitation, being resident for tax purposes, or being a resident of, or carrying on a business for tax purposes, or maintaining a permanent establishment in, or being physically present in, the Republic of Italy) but excluding, in each case, any connection arising solely from the acquisition, ownership, holding or sale of such Note or the receipt of any payment or the exercise or enforcement of rights under such Note;

(b) any Taxes, to the extent that such Taxes were imposed as a result of the presentation of the Note for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the Noteholder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30 days period);

(c) any Taxes to the extent such Taxes are for or on account of *imposta sostitutiva* pursuant to Decree 239 and the procedures required under Decree 239 in order to benefit from an exemption from *imposta sostitutiva* have not been complied with, except where such procedures have not been complied with due solely to the actions or omissions of the Issuer;

(d) any Taxes that are imposed or withheld pursuant to sections 1471 through 1474 of the Code, as of the relevant Issue Date or Subsequent Issue Date (or any amended or successor version of such sections that is substantively comparable and not materially more onerous to comply with), any regulations promulgated thereunder, any official interpretations thereof, any similar law or regulation adopted pursuant to an intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing or any agreements entered into pursuant to section 1471(b)(1) of the Code; or

(e) any combination of Paragraphs (a) to (d) above.

11.4 Stamp Duties. The Issuer shall pay and hold indemnified the Noteholders, their representatives and the Trustee for any and all Taxes, including but not limited to any stamp duties, registration taxes, documentary taxes or similar duties or taxes incurred in connection with the issue and delivery of Notes, the Security Documents, and any other Finance Documents (including any amendment, extension, update, acknowledgment or release thereof), and will indemnify the Noteholders and the Trustee against any cost or liability with respect to or resulting from any delay in paying or omission to pay any such duties or Taxes.

CONDITION XII

INFORMATION UNDERTAKINGS

12.1 Financial Information. The Issuer undertakes to supply to the Trustee in a number of copies as requested by the Trustee (acting reasonably) and deliver (in electronic form) to Noteholders:

(a) within 170 days after the end of each of its financial years, the audited consolidated annual financial statements of the Issuer, starting from 31 December 2019;

(b) within 80 days, after the end of the first half of each of its financial years, the Issuer's unaudited consolidated reporting package for that financial half-year (together with financial information in respect of the last twelve-month period ending on each 30 June), starting from 30 June 2020; and

(c) within 45 days from each Quarter Date, the twelve-month consolidated management accounts as of 31 March and 30 September, for the purpose of testing the financial covenants, starting from 31 March 2020,

(in each case, to the greatest extent practicable, subject to any and all applicable limitations on disclosure arising from Tiscali's status as a listed company preventing such supply or delivery).

(d) In addition, the Issuer will, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any Noteholder or beneficial owner of the Notes, or to any prospective purchaser of the Notes designated by such Noteholder or beneficial owner or to the Trustee for delivery to such Noteholder, beneficial owner or prospective purchaser, in each case upon the request of such

Noteholder, beneficial owner, prospective purchaser or Trustee, the information satisfying the requirements of Rule 144A(d)(4) under the Securities Act.

12.2 Requirements as to Financial Reports.

(a) Each Financial Report delivered by the Issuer pursuant to Condition 12.1 shall be translated into English and certified by two directors or one director and the CFO of the Issuer as giving a true and fair view of the financial condition of the Issuer and Group as at its end date and of its results of operations for the period then ended.

(b) The Issuer shall procure that each Financial Report provided pursuant to Condition 12.1 is prepared using Accounting Principles, accounting practices and financial reference periods consistent with those applied in the preparation of the Issuer's audited consolidated annual financial statements as at and for the year ended on 31 December 2018, unless, in relation to any Financial Report, the Issuer notifies the Trustee that there has been a change in Accounting Principles or accounting practices that are applicable to the Financial Report, as compared to those Accounting Principles or practices applicable as at and for the year ended 31 December 2018, and the auditors of the Issuer deliver to the Trustee:

(i) a description of any change necessary for those Financial Reports to reflect the Accounting Principles and accounting practices applicable as at and for the year ended 31 December 2018; and

(ii) sufficient information, in form and substance as may be reasonably required by the Trustee, to enable Noteholders to make an accurate comparison between the financial position and results indicated in those Financial Reports and those included in the preceding annual financial statements.

(c) If the Issuer has notified the Trustee of a change in Accounting Principles or the accounting practices in accordance with Paragraph (b) above, the Issuer and the Trustee (acting on the instructions of the Noteholders) shall promptly after such notification enter into negotiations in good faith with a view to agreeing any amendments to these Conditions which are appropriate in light of such change, ensuring that such change does not result in any material alteration in the commercial effect of the obligations in these Conditions. If any amendments are agreed, they shall take effect and be binding on each of the Parties in accordance with their terms.

(d) Any reference in these Conditions to financial statements or financial information of the Issuer or the Group (including without limitation for the purposes of calculating and testing the financial covenant set forth in Condition XIII) shall be construed as a reference to those financial statements as adjusted to reflect the Accounting Principles, accounting practices and financial reference periods applicable as at and for the year ended 31 December 2018.

12.3 Compliance Certificate.

(a) The Issuer shall supply to the Trustee and deliver to the Noteholders (*x*) on or before the date falling ten days prior to each Interest Payment Date with respect

to the immediately preceding Quarter Dates of 31 March, 30 June and 30 September or (*y*) together with the delivery of the audited consolidated annual financial statements with respect to the Quarter Date of 31 December, a Compliance Certificate as follows:

(i) confirming compliance with Condition 13.1 and setting out (in reasonable detail) computations as to compliance with Condition 13.1, as of the relevant Quarter Date;

(ii) confirming that each Financial Report as at such Quarter Date and for the period then ended that has been supplied and delivered by the Issuer pursuant to Condition 12.1 gives a true and fair view of the financial condition of the Issuer and Group as at its end date and of its results of operations for the period then ended;

(iii) in the case of the Interest Payment Date immediately following delivery of the annual financial statements pursuant to Condition 12.1(a), attaching a certificate from the Issuer's independent auditors confirming the computations as to compliance with Condition 13.1 previously provided by the Issuer under Paragraph (i) above as of the end date of those annual financial statements and for the Financial Period then ended;

(iv) confirming which of the Issuer's Subsidiaries are Material Subsidiaries, which of the Group's businesses are material (other than the Core Business) and, with respect to each Quarter Date of 31 December only, whether any of the Issuer's Subsidiaries fall within the scope of Condition 3.2(b)); and

(v) confirming that no Default has occurred or arisen as at the date of such Compliance Certificate.

(b) Each Compliance Certificate shall be signed by two directors or by one director and the CFO of the Issuer.

12.4 Further Information.

(a) The Issuer shall supply to the Trustee, in the number of copies required by the Trustee (acting reasonably):

(i) promptly, but in any event within 120 days after the end of each of its financial years, a copy of the consolidated budget and an updated business plan of the Group (to the greatest extent practicable, subject to any and all applicable limitations on disclosure arising from Tiscali's status as a listed company preventing such supply or delivery);

(ii) all material documents dispatched by the Issuer and/or its Subsidiaries to its creditors generally at the same time as they are dispatched;

(iii) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened in writing or pending against the Issuer and/or its Subsidiaries which are reasonably likely to be adversely determined, and which, if so

adversely determined, could reasonably be expected to have a Material Adverse Effect;

(iv) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against the Issuer and/or its Subsidiaries (or against any of their respective directors or managers), and which could reasonably be expected to have a Material Adverse Effect, including any notice or communication from any such body, court or tribunal prohibiting, suspending, varying or requiring the halting of all or any part of any activity or process carried on by the Issuer and any Subsidiary;

(v) promptly upon request, such further information regarding the financial condition, assets and operations of the Issuer and the Group as the Trustee may reasonably require;

(vi) promptly upon request, such information as the Trustee may reasonably require about the assets over which the Transaction Security is granted and compliance of the Obligors with the terms of any Security Documents;

(vii) details of any claims in relation to the insurance policies of the Issuer and any Subsidiary and of anything which has been done or omitted to be done where the renewal of any such insurance policies is likely to be affected or the premiums due are likely to be materially increased as a result of an event or change in circumstances (other than as a result of inflation);

(viii) details of any (*x*) Permitted Acquisitions and (*y*) Disposal of assets, in an aggregate annual amount of at least Euro 350,000.00, permitted pursuant to item (e) of the definition of "Permitted Disposal", in each case made by the Issuer and any of its Subsidiaries from time to time; and

(ix) forthwith, any notice of mandatory redemption set out under Condition VIII.

12.5 Notification of Default.

(a) The Issuer shall notify the Trustee of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence and that the relevant event or circumstance is a Default.

(b) Promptly upon a request by the Trustee, the Issuer shall supply to the Trustee, a certificate signed by a director on its behalf certifying that no Default has occurred or arisen (or if a Default has occurred or arisen, specifying the Default and the steps, if any, that have been or are being taken to remedy it).

CONDITION XIII

FINANCIAL COVENANTS

13.1 Adjusted Net Leverage Ratio. The Issuer shall ensure that the Adjusted Net Leverage Ratio shall (subject to Condition 14.9) not exceed the following ratios as at the following Quarter Dates:

Quarter Date	Adjusted Net Leverage Ratio
31 December 2019	5.75 to 1.0
31 March 2020	5.50 to 1.0
30 June 2020	5.25 to 1.0
30 September 2020	5.0 to 1.0
31 December 2020	4.75 to 1.0
31 March 2021	4.50 to 1.0
30 June 2021	4.25 to 1.0
30 September 2021 and each Quarter Date thereafter	4.0 to 1.0

13.2 Testing of Financial Covenants. The financial covenants referred to in this Condition XIII shall be tested in relation to each twelve-month period ending on a Quarter Date specified in this Condition XIII by reference to:

(a) in the case of a Financial Period ending 31 December, the information contained in the relevant annual financial statements delivered pursuant to Condition 12.1(a);

(b) in the case of a Financial Period ending 30 June, the information contained in the relevant reporting package delivered pursuant to Condition 12.1(b); or

(c) in the case of a Financial Period ending 31 March and 30 September, the information contained in the relevant management accounts delivered pursuant to Condition 12.1(c),

together with, in each of the above cases, a Compliance Certificate delivered pursuant to Condition 12.3(a).

13.3 Cure Rights.

(a) Subject to Paragraphs (b) and (c) below, if the Trustee (which shall not be monitoring the same, but may be directed by an Extraordinary Resolution) notifies the Issuer, or the Issuer becomes aware, that there is a breach of the financial

covenants described in this Condition XIII, the Issuer may, within 30 days of that notification or of so becoming aware, cure the breach by means of a Cash injection to the Issuer in the form of additional funds provided in connection with:

(i) the subscription for new shares in the Issuer as part of a prompt or future share capital increase of the Issuer, (such as "*versamento in conto capitale*" or "*versamento in conto futuro aumento di capitale*"); or

(ii) the incurrence of Subordinated Shareholder Debt by the Issuer,

(each such transaction, a "Cash Injection"), in each case in an amount sufficient to ensure compliance with Condition 13.1 on the relevant Interest Payment Date such that the Adjusted Net Leverage Ratio as at the Quarter Date preceding that Interest Payment Date (as adjusted on a pro forma basis as if the relevant Cash Injection had taken place on such Quarter Date) does not exceed the relevant level, and the financial covenant in Condition 13.1 shall be deemed to have been satisfied as at the relevant Quarter Date as though there had been no failure to comply with such requirement and any breach, Default or Event of Default occasioned thereby shall be deemed to have been remedied for the purpose of the Finance Documents (such actions being the exercise of a "Cure Right"), *it being understood* that the amount of any Cash Injection in connection with the exercise of a Cure Right shall count for the purposes of the pro forma calculation of Net Financial Indebtedness.

(b) The entitlement of the Issuer to exercise the Cure Right is conditional upon the delivery by the Issuer of a Compliance Certificate to the Trustee within the 30-day period referred to in Paragraph (a) above as follows:

(i) confirming compliance with Paragraph (a) above and setting out (in reasonable detail) computations as to compliance with the condition set forth in Paragraph (a) above;

(ii) confirming that, to the extent applicable, in making the pro forma calculations referred to in Paragraph (a) above, the Issuer has applied each adjustment on a proper and consistent basis, making reasonable assumptions and in accordance with prevailing market standards and guidelines for the preparation of pro forma financial information; and

(iii) no Default has occurred or arisen as of the date of such Compliance Certificate.

(c) Cure Rights may only be exercised on two occasions prior to the Final Maturity Date.

CONDITION XIV

UNDERTAKINGS

14.1 General. The undertakings in this Condition XIV remain in force from the Issue Date for so long as any amount is outstanding under the Notes.

14.2 Authorisations. The Issuer shall (and shall procure that each of its Subsidiaries will) promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) if requested, supply certified copies to the Trustee of:

any Authorisation required under any relevant jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in each relevant jurisdiction of any Finance Document; or

(ii) own its assets and carry on its business as it is being conducted,

in each case, when failure to comply has or could reasonably be expected to have a Material Adverse Effect.

14.3 Compliance with Laws. The Issuer shall (and shall procure that each of its Subsidiaries will) comply in all respects with all laws to which they or any asset which is the subject of the security created pursuant to the Security Documents may be subject, if failure so to comply has or could reasonably be expected to have a Material Adverse Effect.

14.4 Negative Pledge. The Issuer shall not (and shall procure that none of its Material Subsidiaries will) without the prior written consent of the Trustee, create or permit to subsist any Security for Financial Indebtedness over any of its assets, unless such Security is a Permitted Security.

14.5 Financial Indebtedness. The Issuer shall not (and shall procure that none of its Subsidiaries will), without the prior written consent of the Trustee, incur or permit to be outstanding any Financial Indebtedness other than any Permitted Financial Indebtedness.

14.6 Acquisitions. The Issuer shall not (and shall procure that none of its Material Subsidiaries will), without the prior written consent of the Trustee, acquire any business, business unit (*ramo d'azienda*), undertaking, share, interest or other security (other than Cash Equivalents), where such acquisition is not a Permitted Acquisition.

14.7 Merger. The Issuer shall not (and shall procure that none of its Material Subsidiaries will) enter into any amalgamation, demerger, merger or corporate reconstruction other than a Permitted Acquisition.

14.8 Disposals. The Issuer shall not (and shall procure that none of its Material Subsidiaries will) sell, assign, lease, transfer or otherwise dispose of in any manner (or purport to do so) (any such transaction, a "Disposal") all or any part of, or any interest in, its assets other than a Permitted Disposal.

14.9 Dividends and Share Redemption. The Issuer shall not:

(a) declare, make or pay any dividend, charge, fee or other Distribution (or interest on any unpaid dividend, charge, fee or other Distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(b) repay or distribute any dividend or share premium reserve;

(c) redeem, repurchase or repay any of its share capital or resolve to do so; or

(d) prepay, redeem, repurchase or repay any portion of any Subordinated Debt at any time,

in each case other than (*i*) after the date falling 18 months after the Issue Date and (*ii*) in situations such that, both prior to giving effect to such payment or other action and thereafter, Adjusted Net Leverage Ratio is lower than 3.0 to 1.0, as confirmed by each Compliance Certificate to be delivered to the Trustee pursuant to Condition 12.3.

14.10 Taxes.

(a) The Issuer shall (and shall procure that each of its Material Subsidiaries will) pay and discharge all Taxes due and payable by it prior to the accrual of any fine or penalty for late payment, unless (and only to the extent that):

(i) payment of those Taxes is being contested in good faith; and

(ii) adequate reserves are being maintained for those Taxes and the costs required to contest them.

(b) The Issuer shall (and shall procure that each of its Material Subsidiaries will):

(i) file, within the times prescribed by law, all Tax returns, Tax reports and social security returns which are required to be filed by it and ensure that all such returns and reports accurately reflect all the liabilities for Taxes and social security contributions for the periods covered thereby; and

(ii) not change its jurisdiction of residence for Tax purposes.

(c) The Issuer shall ensure that:

(i) no Tax losses belonging to the Issuer or any of its Material Subsidiaries or Tax reliefs available to the Group are surrendered, waived or otherwise disposed of without the Trustee's prior written consent; and

(ii) no latent capital gains Tax liability of the Issuer or any of its Material Subsidiaries is triggered or realised, whether by reason of capital gains Tax de-grouping or for any other reason.

14.11 Decree No. 231. The Issuer shall (and shall procure that each of its Material Subsidiaries will) fulfil all the principles under Legislative Decree no. 231 of 8 June 2001 (as amended, supplemented or restated from time to time) and strictly comply with the compliance programme under that Decree and shall ensure that their respective employees as well as, to the extent that they act in the name and on behalf of the Issuer, their contractors, agents and consultants, comply with such programme.

14.12 Change of Business. The Issuer shall not (and shall ensure that no Material Subsidiary will) engage in any business or activities other than those carried on by the Group at the Issue Date or those which are complementary or ancillary to them.

14.13 Preservation of Assets. The Issuer shall (and shall ensure that each of its Material Subsidiaries will) maintain in reasonable good working order and condition (ordinary wear and tear excepted) all of its assets which are needed to carry on the Group's business and preserve them from any damage.

14.14 *Pari Passu* Ranking. The Issuer shall ensure that at all times any claims under the Notes and against any of it under the Finance Documents rank at least *pari passu* with the claims of all its unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

14.15 Financial Year. The Issuer shall not (and shall procure that none of its Subsidiaries will), without the prior written consent of the Trustee, change its financial year end.

14.16 Insurance.

(a) The Issuer shall (and shall procure that each of its Material Subsidiaries will) ensure that:

(i) all insurance policies are in full force and effect and that all premiums are paid when due;

(ii) the conditions of such policies are complied with; and

(iii) nothing will be done or omitted which would reduce or avoid liability under any of those policies.

(b) The Issuer shall ensure that all insurance policies of the Issuer and each Material Subsidiary will be with reputable independent insurance companies or underwriters.

14.17 Access. If any Default has occurred or the Trustee has reasonable grounds for believing that a Default has occurred, the Issuer shall ensure that each member of the Group will permit the Trustee and/or accountants or other professional advisers and contractors of the Trustee free access at all reasonable times on reasonable notice to the Issuer and the relevant member of the Group, in order to:

(a) inspect any premises, assets, books, accounts and records of each member of the Group; and/or

(b) meet and discuss matters with senior management,

and all duly documented expenses relating to any such activities shall be borne by the Issuer.

14.18 Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(a) The Issuer shall, and shall ensure that each of its Material Subsidiaries will:

(i) conduct its businesses in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws;

(ii) maintain policies and procedures designed to promote and achieve compliance with such applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and

(iii) not engage in any transaction, activity or conduct that would violate Sanctions.

(b) The Issuer shall not (and shall procure that none of its Subsidiaries will) directly or indirectly, use, lend, contribute or otherwise make available all or any part of the proceeds of the issue of the Notes or other transactions contemplated by the Finance Documents:

(i) to any Person (whether or not related to the Issuer) for the purpose of financing or facilitating the activities of any Person or with or in any country or territory (or otherwise for the benefit of any Person, country or territory) which, in each case, is the subject or target of any Sanctions or in any other manner that will result in a violation by any person (including any Noteholder) of Sanctions; or

(ii) for any purpose which would violate any Anti-Corruption Laws.

(c) The Issuer shall promptly provide to the Trustee, upon request, any information with respect to the Issuer's compliance with any Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions or similar requirements of any authority applicable to it from time to time.

(d) The Issuer shall to the extent permitted by law as soon as reasonably practicable after becoming aware of them supply to the Trustee and the Noteholders reasonable details of any claim, action, suit, proceedings or investigation that is formally commenced against it with respect to Sanctions.

(e) The undertakings contained in this Condition 14.18 will not apply to any person if and to the extent that they are or would be unenforceable by or in respect of that person by reason of breach of any provision of Council Regulation (EC) No. 2271 of 22 November 1996 (or any law or regulation implementing such Council Regulation in any Member State of the European Union or the United Kingdom).

14.19 Segregation of Assets or Revenues. The Issuer shall not (and shall ensure that no Subsidiary will) segregate assets or revenues pursuant to section 2447-

bis (*Patrimoni destinati ad uno specifico affare*), including entering into any loan for a specific purpose (*Finanziamento destinato ad uno specifico affare*) pursuant to section 2447-*decies* of the Italian civil code without the prior written consent of the Trustee.

14.20 Constitutional Documents. The Issuer shall not (and shall ensure that its shareholders and its Material Subsidiaries will not) pass any resolution approving:

(a) any amendment or variation to any of its constitutional documents that may trigger its or such Material Subsidiary's shareholders right to withdraw from the Issuer or such Material Subsidiary pursuant to sections 2437 or 2473 of the Italian civil code (or similar provisions in respect of any foreign Material Subsidiary, if any) without the prior written consent of the Trustee, save for (*a*) the amendments of the by-laws of the Issuer or of any Material Subsidiary in respect of the issuance of new shares of the Issuer or any Material Subsidiary to the extent that such issuance is approved by (*i*) a number of shareholders representing no less than 90% of the share capital of the Issuer (with respect to the Issuer) or (*ii*) the Issuer (with respect to the Material Subsidiary), and (*b*) any amendment imposed by operation of law; or

(b) any amendment or variation to any of its constitutional documents that provides for a different quorum or voting majority at Noteholders' meetings from those set out in Condition 18.6 (*Meetings of Noteholders*).

CONDITION XV

EVENTS OF DEFAULT

15.1 General. If any of the following events occurs, the Trustee at its discretion may, and if so requested in writing by holders of at least one fifth of the Principal Amount Outstanding of the Notes or if so directed by an Extraordinary Resolution, shall (*provided* that the Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at 100% of their Principal Amount Outstanding together (if applicable) with accrued interest and, for the avoidance of doubt, any Break Costs (where applicable).

(a) Insolvency. The Issuer or any of its Material Subsidiaries:

(i) is unable or admits inability to pay its debts as they fall due;

(ii) is deemed to or is declared to, be unable to pay its debts under applicable law;

(iii) by reason of actual or anticipated financial difficulties, suspends or threatens to suspend making payments on any of its debts;

(iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness; or

(v) is insolvent (*in stato di insolvenza*) pursuant to section 5 of the Italian Bankruptcy Law.

(b) Moratorium. A moratorium is declared in respect of any indebtedness of the Issuer or any of its Material Subsidiaries. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

(c) Insolvency Proceedings. Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) administration, court protection or reorganisation relating to arrangement with creditors (*concordato preventivo*), adjustment of creditors' claims (*concordato fallimentare*), forced administrative liquidation (*liquidazione coatta amministrativa*), or assignment for the benefit of creditors under section 1977 of the Italian civil code and/or any other procedure producing similar effects, *accordi di ristrutturazione* (including *accordi di ristrutturazione di debiti* pursuant to section 67, letter (d), and/or 182-*bis* of the Italian Bankruptcy Law) as well as any other procedure indicated as a recovery plan (*piano di risanamento*) or *procedura di liquidazione* under Italian Legislative Decree No. 170 of 21 May 2004, or similar proceedings, are commenced with respect to the Issuer or any of its Material Subsidiaries;

(ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer or any of its Material Subsidiaries; and

(iii) enforcement of any Security over any assets of the Issuer or any of its Material Subsidiaries, or any analogous procedure or step, is taken in any jurisdiction,

in each case unless such circumstance proves to be frivolous or vexatious and is discharged, stayed or dismissed within 45 days of commencement, *provided* that the relevant commencement action was not filed by the Issuer itself (or its shareholder(s)).

(d) Non-Payment. The Issuer does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable, unless:

(i) its failure to pay is caused solely by (*x*) administrative or technical error, or (*y*) a Disruption Event; and

(ii) payment is made within three Business Days of its due date.

(e) Other Obligations. The Issuer does not comply with any term of:

(i) Condition 12.5 or Condition XIV, or

(ii) any provision of the Finance Documents (other than those referred to in Paragraphs (d) and (f) and item (i) above), unless the failure to comply is capable of remedy and is remedied within 14 days of the earlier of (*x*) the Trustee giving notice to the Issuer and (*y*) the Issuer becoming aware of the failure to comply.

(f) Financial Covenants. Subject to Condition 13.3, any requirement of Condition XIII is not satisfied, subject to the time period for the exercise of Cure Rights having first expired and such rights not having been exercised.

(g) Misrepresentation. Any representation or statement made or deemed to be made by the Issuer in the Finance Documents (including those contained in Condition XVI) or any other document delivered by or on behalf of the Issuer under or in connection with any Finance Document is or proves to have been incorrect or misleading in any respect when made or deemed to be made, unless (*i*) the Issuer did not know (and could not have known) about the misrepresentation or misstatement at the time it was made, (*ii*) the relevant misrepresentation or misstatement is capable of remedy, and (*iii*) prior to the Trustee having given notice to the Issuer, and in any event promptly upon the Issuer becoming aware of the relevant misrepresentation or misstatement, such misrepresentation or misstatement is rectified by the Issuer, *provided* that no rectification may be made where the misrepresentation or misstatement concerns facts, matters of circumstances that, at the time on which they were made, constituted an Event of Default.

(h) Cross Default.

(i) Any Financial Indebtedness of the Issuer or any of its Subsidiaries is not paid when due nor within any originally applicable grace period;

(ii) any such Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity by reason of default (however described);

(iii) any commitment for any Financial Indebtedness of the Issuer or any of its Subsidiaries is cancelled or suspended by a creditor of any such entity by reasons of default (however described);

(iv) any creditor of the Issuer or any of its Subsidiaries becomes entitled to declare any Financial Indebtedness of any such entity due and payable prior to its specified maturity by reason of default (however described); or

(v) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any guarantee and/or indemnity in respect of Financial Indebtedness,

provided that no Event of Default will occur under items (i) to (v) (inclusive) above if the aggregate amount of the Financial Indebtedness (other than the Financial Indebtedness arising under the Finance Documents) falling within items (i) to (v) (inclusive) above is less than Euro 3,000,000.00.

(i) Creditors' Process. Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Issuer or any of its Subsidiaries, having an aggregate value of Euro 3,000,000.00, and is not discharged before the issuance and/or obtaining of the relevant executive order and in any case within the earlier of (*i*) 90 days from the date

on which the Issuer or the relevant Subsidiary (as the case may be) has been notified of the relevant proceedings, and (*ii*) the date of the first hearing in relation to such proceeding.

(j) Unsatisfied Judgment. One or more judgment(s) or order(s) (other than judgment(s) or order(s) enabling processes described under the foregoing item (i)) for the payment of any amount in excess of Euro 3,000,000.00 (or its equivalent in any other currency or currencies) is rendered against the Issuer or any of its Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) on which the relevant amount is due and payable; or

(k) Winding Up, etc. An order is made by any competent court or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or any of its Material Subsidiaries.

(l) Cessation of Business. The Issuer or any of its Material Subsidiaries suspends or ceases to carry on any material part of its business.

(m) Unlawfulness and Invalidity.

(i) It is or becomes unlawful for the Issuer to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Security Documents ceases to be effective or any subordination in respect of a Subordinated Debt is or becomes unlawful.

(ii) Any obligation of the Issuer under any Finance Document is not or ceases to be legal, valid, binding or (subject to the Legal Reservations) enforceable and the cessation individually or cumulatively has or is reasonably likely to have a Material Adverse Effect.

(iii) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective.

(n) Litigation. Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened against the Issuer or any of its Material Subsidiaries which have or could reasonably be expected to have a Material Adverse Effect.

(o) Audit Qualification. The relevant external auditors materially adversely qualify the annual financial statements of the Issuer or any of its Subsidiaries, *it being understood* that, for the avoidance of doubt, a qualification will be considered material when such qualification is made on the grounds that:

(i) the information supplied to the auditors (or to which they otherwise had access) was unreliable or inadequate; and/or

(ii) they are unable to prepare those financial statements on a going concern basis.

(p) Repudiation and Rescission of Agreements. An Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

(q) Material Adverse Change. Any event or circumstance occurs which has or could reasonably be expected to have a Material Adverse Effect.

CONDITION XVI

REPRESENTATIONS AND WARRANTIES

16.1 Representations and Warranties of the Issuer. The Issuer hereby expressly represents and warrants to the Trustee and each Noteholder as of the Issue Date, as well as the first day of each Interest Period, as follows.

(a) Organisation. The Issuer is a *società per azioni* and each of the Issuer, its Subsidiaries and the Tiscali Group Companies is duly incorporated, in good standing and validly existing under Italian law, has full power and authority to conduct its business as currently conducted and to own or lease its property and assets, and is lawfully qualified to do business in those jurisdictions in which business is conducted by it.

(b) Authority; Enforceability. The Issuer has full power and authority to create and issue the Notes, to enter into the Finance Documents to which it is a party, and to execute and fulfil the obligations undertaken thereunder, including the powers relating to the execution of any document, notice, and communication to be issued thereunder, to the performance of any deed and/or activity required thereunder. The creation and issue of the Notes and the execution of the Finance Documents to which the Issuer is a party and/or the consummation of the transactions provided for thereby have been duly authorised by all necessary corporate bodies and actions of the Issuer, and no other action or proceeding, corporate or otherwise, on the part of the Issuer is necessary to authorise the creation and issue of the Notes, the execution of the Finance Documents to which the Issuer is a party and/or the consummation of the transactions provided for thereby.

(c) Binding Obligations. The obligations expressed to be assumed by the Issuer under the Notes and each Finance Document to which the Issuer is a party are legal, valid, binding and enforceable obligations against it in accordance with their terms.

(d) Compliance. Each of the Issuer and its Subsidiaries is in compliance with all laws applicable to it, except where failure to so comply would not reasonably be expected to have a Material Adverse Effect.

(e) Consents. All consents, waivers, approvals, authorisations, exemptions, registrations, licences or declarations of or by, or filing with, any other Person required to be made or obtained by the Issuer in connection with (*i*) the creation and issue of the Notes, the execution or enforceability of the Finance Documents to which the Issuer is a party or (*ii*) the consummation of the transactions provided for thereby

have been (or will be within any applicable time limits prescribed by law or, if shorter, agreed under the relevant Finance Documents) obtained or effected.

(f) No Breach. The creation, issue and sale of the Notes and the execution of the Finance Documents to which the Issuer is a party do not conflict with or violate:

(i) any provision of law, regulation, or by-laws applicable to the Issuer;

(ii) any agreement, instrument or any other undertaking of any kind whatsoever which the Issuer is bound by or any indebtedness in relation to which it is a surety; and

(iii) any writ, injunction, decree, determination or award of any court, any governmental or judicial authority or any arbitrator.

(g) No Liens. Other than the (*i*) Transaction Security, and (*ii*) Permitted Security, the assets of the Issuer are free and clear of any other lien, guarantee, privilege, option right or pre-emption right of any kind whatsoever as well as free and clear of any other right in favour of third parties other than the Secured Parties and/or of any encumbrance whatsoever securing Financial Indebtedness.

(h) No Proceedings. There are no governmental, legal or arbitration proceedings against or affecting the Issuer or any of its Subsidiaries (including any such proceedings which are pending or threatened, of which the Issuer is aware) which have had during the twelve months prior to the Issue Date or, as applicable the relevant Quarter Date, a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.

(i) Financial Statements. The most recently published audited annual balance sheet and profit and loss account of the Issuer and the Group and, where applicable, any Financial Reports made available to the Noteholders pursuant to these Conditions in respect of any subsequent period were prepared in accordance with the Accounting Principles and give a true and fair view of the financial condition, assets and liabilities of the Issuer and the Group at the dates thereof and the results of its operations and changes in financial condition for the periods then ended.

(j) No Material Adverse Change. As at the Issue Date, there has been no change since 31 December 2018 and, as at each Quarter Date, there has been no change since the previous Quarter Date in the condition (financial or otherwise), results of operations, business or prospects of the Issuer or any of its Subsidiaries which has or could reasonably be expected to have a Material Adverse Effect.

(k) No Material Information. There is no information relating to the Issuer, its Subsidiaries and the Tiscali Group Companies, whether public or otherwise, which is not disclosed in the Financial Reports and which could have a Material Adverse Effect. The Issuer has complied with Regulation (EU) No. 596/2014 on Market Abuse or any other applicable law prohibiting market abuse or insider dealing in securities.

(l) Taxes.

(i) The Notes qualify as *obbligazioni* (bonds) or *titoli similari alle obbligazioni* (securities similar to bonds) pursuant to section 44 of Italian Presidential Decree no. 917 of 22 December 1986; since the Notes will be traded on a regulated market or multilateral trading facility of a European Union or European Economic Area Member State allowing for an exchange of information with the Republic of Italy and, in any event, will be held only by "qualified investors" pursuant to section 100 of the Italian Legislative Decree no. 58 of 24 February 1998, income under the Notes would be subject to the regime provided under the Italian Legislative Decree no. 239 of 1 April 1996 and any related implementing regulations (as amended or supplemented from time to time, the "Decree 239"). Such treatment applies to interest, premiums and other income on the Notes, including the difference between the redemption amount and the Issue Price.

(ii) Each of the Issuer and its Material Subsidiaries has filed on a timely basis all returns and reports of all Taxes required to be filed by them and have timely given and delivered all Tax notices, accounts and information required to be given by them in respect of Taxes for which the Issuer may be liable. All Taxes required to be paid by the Issuer and its Material Subsidiaries that were due and payable prior to the date hereof have been paid.

(iii) To the Issuer's knowledge, there are no pending audits, claims, disputes or notified investigations relating to any Taxes for which the Issuer or any of its Material Subsidiaries may become liable.

(iv) No waiver of any statute limitation has been given or is in effect against the Issuer or any of its Material Subsidiaries in respect of the assessment of any Taxes.

(v) Each of the Issuer and its Subsidiaries is resident for tax purposes solely in its jurisdiction of incorporation and does not have any permanent establishment in other jurisdictions.

(m) Licences and Authorisations. All consents, licences, approvals and authorisations required to operate the business of the Group as currently operated have been obtained by and are validly held by the Group, are in full force and effect and are not subject to a termination notice. Neither the Issuer nor any of its Subsidiaries is in breach of the terms of all such consents, licences, approvals and authorisations, or any applicable laws or regulations or directives of governmental authorities having the force of law which breach is or could reasonably be expected to have a Material Adverse Effect.

(n) *Pari Passu* Ranking. Upon cancellation of the Existing Senior Security, the Issuer's payment obligations under the Finance Documents will rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(o) No Event of Default. No event has occurred and no facts, matters or circumstances have arisen which are or might (whether or not with the giving of

notice, the passage of time, the issue of a certificate and/or the fulfilment of any other requirement) constitute an Event of Default.

(p) No Insolvency. Neither the Issuer nor any of its Subsidiaries is insolvent nor are they subject to any insolvency or pre-insolvency proceedings under Italian Bankruptcy Law or any kind of action which in any manner prevents or could prevent the regular achievement of their corporate purpose.

(q) Material Subsidiaries.

(i) As at the Issue Date, no Subsidiary qualifies as Material Subsidiary; and

(ii) as at the date of issue of each Compliance Certificate, the Material Subsidiaries are those qualified as such in each such Compliance Certificate.

(r) Sanctions. Neither the Issuer nor any of its Subsidiaries or Tiscali Group Company, nor, to the best of the Issuer's knowledge, any director, officer, agent, employee or person acting on behalf of the Issuer or any of its Subsidiaries or Affiliates or Tiscali Group Company:

(i) is the subject or target of any Sanctions (a "Sanctioned Person") or is acting, directly or indirectly, on behalf of a Sanctioned Person;

(ii) is established, located or resident in a Sanctioned Country;

(iii) is carrying out any activity for which it is reasonable to consider that the Issuer may be designated as a Sanctioned Person;

(iv) is or has been subject to any claim, proceedings or investigation with respect to Sanctions; or

(v) is or has been engaged in any dealings, transaction or business with any person or with or in any country or territory (or otherwise for the benefit of any person, country or territory) which, in each case, is or was (at the time of such dealings, transaction or business) the subject or target of Sanctions.

(s) Anti-Bribery and Anti-Money Laundering.

(i) Neither the Issuer nor any of its Subsidiaries nor Affiliates nor any Tiscali Group Company, nor, to the best of the Issuer's knowledge, any director, officer, agent, employee or person acting on behalf of the Issuer or any of its Subsidiaries or Affiliates or Tiscali Group Company, has engaged in any activity or conduct which would violate any applicable Anti-Corruption Laws, anti-embezzlement or Anti-Money Laundering Laws or regulations.

(ii) The Issuer has instituted and maintains policies and procedures designed to prevent violation of such laws and regulations by it in accordance with the provisions of Legislative Decree No. 231 of 8 June 2001.

(iii) No action, suit or proceedings with respect to such laws and regulations is pending by or before any court or governmental agency, authority or body or any arbitrator that involves the Issuer or any of its Subsidiaries or Affiliates or Tiscali Group Company, or, to the best of the Issuer's knowledge, any director, officer, agent, employee or person acting on behalf of the Issuer or any of its Subsidiaries or Affiliates or Tiscali Group Company, and no such actions, suits or proceedings are threatened of which the Issuer is aware.

(t) Core Business. The Issuer is not carrying on any material business other than (*i*) the Core Business and (*ii*) any other material business that has developed from any business already carried on by the Group as of the Issue Date, as certified by the Issuer from time to time in any Compliance Certificate.

(u) Securities Act. The Issuer (*i*) is a "foreign issuer" (as defined in Rule 902(e) under Regulation S), (*ii*) reasonably believes that there is no "substantial U.S. market interest" (as defined in Rule 902(j) under Regulation S) in the Notes, (*iii*) confirms that any of its Affiliates has engaged or will engage in any "directed selling efforts" (as defined in Rule 902(c) under Regulation S) or in any form of "general solicitation or general advertising" (within the meaning of Rule 502 under Regulation D) with respect to the Notes, and (*iv*) is not, and as a result of the offer and sale of the Notes contemplated herein and application of the proceeds therefrom it will not be, required to register as an "investment company" under, and as such term is defined in, the U.S. Investment Company Act of 1940.

CONDITION XVII

PRESCRIPTION AND REPLACEMENT

17.1 Prescription. Claims for principal and interest on redemption shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Record Date.

17.2 Replacement of Note Certificates. If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced (subject to all applicable laws and regulations, and requirements of any stock exchange or competent authority) at the specified office of the Registrar and such other Transfer Agent designated for that purpose by the Issuer from time to time (notice of whose designation shall be given to Noteholders), on 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 Note Certificates must be surrendered before replacements will be issued. The Registrar shall (*a*) cancel and destroy each mutilated and defaced Note Certificate in respect of which a replacement has been issued and (*b*) furnish the Issuer upon request with a destruction certificate containing written particulars of serial numbers of such Note Certificate.

CONDITION XVIII

TRUSTEE AND AGENTS

18.1 Trustee. Under the Trust Deed, the Trustee is entitled to be indemnified and secured and/or prefunded to its satisfaction 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.

18.2 Extraordinary Resolution. In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee shall act pursuant to an Extraordinary Resolution and will not be responsible for any consequence for individual Noteholders as a result of so doing or of such Noteholders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction.

18.3 Paying Agents.

(a) In acting under the Agency Agreement and in connection with the Notes, the Paying 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.

(b) The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor principal paying agent, registrar or calculation agent and additional or successor paying agents or transfer agents, *provided* that:

(i) the Issuer shall at all times maintain (*x*) a principal paying agent, a registrar and transfer agent, and a calculation agent, and (*y*) for so long as the Notes are listed on the Vienna Stock Exchange, such other agents as may be required in the Republic of Austria under applicable laws and regulations or the rules of that exchange; and

(ii) the Agents shall not be incorporated in or act through a Non-Cooperative Jurisdiction.

(c) Notice of any change in any of the Agents or in their specified offices shall promptly be given to the Noteholders.

18.4 Trustee. By accepting a Note, including by way of transfer in accordance with Condition 4.2, each Noteholder:

(a) shall be deemed to have agreed to, and accepted, the appointment of the Trustee as *rappresentante* of the Noteholders for the purposes of section 2414-*bis*, paragraph 3, of the Italian civil code;

(b) shall be deemed to have agreed and acknowledged that the Trustee will administer the Transaction Security created pursuant to the Security Documents in accordance with terms thereof, the Trust Deed and these Conditions;

(c) shall be deemed, for the purpose of the Security Documents:

(i) with the express consent pursuant to section 1395 of the Italian civil code and also pursuant to and for the purposes of section 2414-*bis* of the Italian civil code, to appoint the Trustee to be its *mandatario con rappresentanza* and common representative for the purpose of executing in the name and on behalf of the Noteholders any Security Documents;

(ii) to grant the Trustee the power to negotiate and approve the terms and conditions of the Security Documents, execute any other agreement or instrument, give or receive any notice or declaration, identify and specify to third parties the names of the Noteholders at any given date, and take any other action in relation to the creation, perfection, confirmation, extension, maintenance, enforcement and/or release of any Security created thereunder in the name and on behalf of the Noteholders;

(iii) to confirm that in the event that any Transaction Security created under the Security Documents remains registered in the name of a Noteholder after it has ceased to be a Noteholder, then the Trustee shall remain empowered to execute a release of such Security in its name and on its behalf; and

(iv) to undertake to ratify and approve any such action taken in the name and on behalf of the Noteholders by the Trustee acting in its appointed capacity under this Condition 18.4;

(d) shall be deemed to have agreed to, and accepted, the appointment of the Trustee to act as trustee under and in connection with these Conditions, the Trust Deed and the other Finance Documents; and

(e) authorises the Trustee to perform the duties, obligations and responsibilities specifically given to the Trustee under these Conditions and the Trust Deed (and no others shall be implied) and to exercise the rights, powers, authorities and discretions specifically given to the Trustee under or in connection with the Trust Deed and these Conditions together with any other incidental rights, powers, authorities and discretions in each case as set out herein and in the other Finance Documents.

18.5 Trustee Acceptance. The Trustee accepts its appointment under and in connection with, and subject to the limitations and protections contained in, these Conditions, the Trust Deed and the other Finance Documents and agrees to comply with the provisions of these Conditions, the Trust Deed and the other Finance Documents.

18.6 Meetings of Noteholders.

(a) All meetings of Noteholders will be held in accordance with Italian applicable laws and regulations. The Trust Deed contains provisions for convening meetings of the Noteholders and 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.

(b) In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution, the following provisions shall apply in respect of the Notes, subject to compliance with mandatory laws, legislation, rules and regulations of Italian law, as well as the Issuer's by-laws, in force from time to time:

(i) any meeting of Noteholders may be convened by the Issuer and/or the Noteholders' Representative and shall be convened by either of them upon the request in writing of Noteholders holding not less than one twentieth of the aggregate Principal Amount Outstanding of the Notes or upon request of the Trustee;

(ii) the quorum for the valid holding of a meeting convened to pass an Extraordinary Resolution that does not relate to the appointment or revocation of the Noteholders' Representative will be at least 66.7% of the aggregate Principal Amount Outstanding of the Notes;

(iii) the quorum for the valid holding of a meeting convened to pass an Extraordinary Resolution relating to the appointment or revocation of a Noteholders' Representative (*x*) in the case of an initial meeting, will be at least 50.1% of the aggregate Principal Amount Outstanding of the Notes, or (*y*) in the case of a further meeting, will be more than one third of the aggregate Principal Amount Outstanding of the Notes, *provided* that the Issuer's by-laws may in each case (to the extent permitted by Italian law) provide for a higher quorum; and

(iv) the majority required to pass an Extraordinary Resolution at any meeting (including, where applicable, any single meeting or any adjourned meeting) convened to vote on any resolution (subject to any mandatory laws, legislation, rules and regulations of Italian law, as well as the Issuer's by-laws, in force from time to time) will be (*x*) for voting on any matter other than the appointment or revocation of a Noteholders' Representative, at least 66.7% of the aggregate Principal Amount Outstanding of the Notes, or (*y*) for voting on the appointment or revocation of a Noteholders' Representative, in the case of an initial meeting, more than 50% of the aggregate Principal Amount Outstanding of the Notes, or in the case of a further meeting, at least 66.7% of the aggregate Principal Amount Outstanding of the Notes represented at the Meeting, *provided* that the Issuer's by-laws may in each case (to the extent permitted by Italian law) provide for a higher quorum and *provided, further*, that any resolution duly passed at any such meeting shall be binding on all the Noteholders, whether or not they are present at the meeting.

18.7 Noteholders' Representative. Pursuant to sections 2415 and 2417 of the Italian civil code, a representative of the Noteholders (*rappresentante comune* or "Noteholders' Representative") may be appointed, *inter alia*, to represent the interests of the Noteholders, such appointment to be made by an Extraordinary Resolution or by an order of a competent court at the request of one or more Noteholders or the Issuer. Each such Noteholders' Representative shall have the powers and duties set out in section 2418 of the Italian civil code. The Noteholders' Representative shall be

appointed for a maximum period of three years but may be reappointed again thereafter.

CONDITION XIX

ENFORCEMENT AND NOTICES

19.1 Enforcement. At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such steps, actions or proceedings against the Obligors as it may think fit to enforce the terms of the Trust Deed, the Transaction Security and/or the Notes, but it need not take any such steps, actions or proceedings unless (*a*) it shall have been so requested by holders of at least one fifth of the Principal Amount Outstanding of the Notes or directed by an Extraordinary Resolution, and (*b*) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

19.2 Direct Action by Noteholders. No Noteholder may proceed directly against the Obligors unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

19.3 Notices.

(a) Notices to Noteholders. Notices to the Noteholders shall be deemed duly and validly given by the Issuer only if:

(i) delivered to the Trustee;

(ii) while all the Notes are represented by a Global Note Certificate, given by delivery of the relevant notice to Euroclear and Clearstream (and, for these purposes, notice shall be deemed to have been given to the Noteholders on the date of delivery to Euroclear and Clearstream);

(iii) delivered to each Noteholder at such email address provided for that purpose by such Noteholder to the Issuer from time to time, subject to each such Noteholder furnishing evidence of their holding of Notes to the reasonable satisfaction of the Issuer; and

(iv) for so long as the Notes are admitted to trading on a securities market of the Vienna Stock Exchange and it is a requirement of applicable laws and regulations or the rules of that stock exchange, a leading newspaper having general circulation in the Republic of Austria or on the website of the Vienna Stock Exchange (*www.wienerborse.at*).

(b) Notices to the Trustee. All notices and information expressed herein and in the Trust Deed to be provided to the Noteholders by the Trustee will be made available to the Trustee by the Issuer or Obligor, as the case may be, upon request, by such information being sent to the Trustee by email to dcm@glas.agency.

19.4 Other Methods of Publication. The Trustee shall be at liberty to sanction any other method of giving notice or making documents available to the Noteholders if, in its opinion, such other method is reasonable having regard to

market practice then prevailing and to the requirements of any stock exchange on which the Notes are then admitted to trading.

19.5 Documents on Display. For so long as any Notes remain outstanding, the Issuer shall ensure that the following documents are made available to Noteholders at the offices of each Paying Agent and shall deliver such documents to each Noteholder, at its request from time to time, at the email address referred to in Condition 19.3(b):

(i) each notice given to Noteholders pursuant to Condition 19.3;

(ii) the Finance Documents;

(iii) the Financial Reports; and

(iv) all other information and documents required to be made available to Noteholders pursuant to these Conditions.

19.6 Governing Law. The Notes and the Trust Deed and any non-contractual obligations arising out of or in connection with the Notes and the Trust Deed are governed by and shall be construed in accordance with, the laws of England. Conditions 18.6 and 18.7 and the provisions of the Agency Agreement and the Trust Deed concerning the meetings of Noteholders are subject to compliance with mandatory provisions of Italian law.

19.7 Jurisdiction. The Issuer has, in the Trust Deed agreed (*a*) for the benefit of the Trustee and the Noteholders that English courts shall have exclusive jurisdiction to settle any dispute (a "Dispute") arising out of or in connection with the Notes (including any non-contractual obligation arising out of or in connection with the Notes) and (*b*) that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it shall not argue that any other courts are more appropriate or convenient. The Trust Deed further states that nothing contained in the Trust Deed prevents the Trustee or any of the Noteholders from taking proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction and that, to the extent allowed by law, the Trustee or any of the Noteholders may take concurrent Proceedings in any number of jurisdictions.

19.8 Service of Process. The Issuer agrees that documents in respect of any Proceedings may be served on it by being delivered to GLAS Trustees Limited at 55 Ludgate Hill, Level 1 West, London EC4M 7JW, England or, if different, at 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 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 or it ceases to be registered in England or, for any other reason, is unable or unwilling to act in such capacity, the Issuer shall immediately appoint such other Person in England as the Trustee may approve to accept service of process on its behalf and give notice to Noteholders of such appointment. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this Paragraph shall affect the right of the Trustee or any Noteholder to serve process in any other manner permitted by law.

ITALIAN TAX TREATMENT OF THE NOTES

The statements herein regarding taxation are based on the laws in force as at the relevant Issue Date or Subsequent Issue Date and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes. This summary is based upon the laws and/or practice in force as at the relevant Issue Date or Subsequent Issue Date. Italian tax laws and interpretations may be subject to frequent changes which could be made on a retroactive basis. Following the date of the relevant Issue Date or Subsequent Issue Date, the Issuer will not update this summary to reflect changes in laws and/or in practice and, if such a change occurs, the information in this section could become invalid.

Tax treatment of Notes issued by an Italian resident issuer

The Notes

Decree 239 regulates the tax treatment of interest, premiums and other income, including the difference between the redemption amount and the issue price, (hereinafter collectively referred to as "Interest") from certain securities issued, inter alia, by Italian companies other than small capitalized companies, provided that the notes are traded on a regulated market or multilateral trading facility of a EU or EEA Member State allowing for an exchange of information with Italy or, if not traded in the aforementioned market or multilateral trading facility, that such securities are held by "qualified investors" pursuant to article 100 of the Italian Consolidated Financial Act. The provisions of Decree 239 only apply to notes issued by the Issuer which qualify as *obbligazioni* (bonds) or *titoli similari alle obbligazioni* (securities similar to bonds) pursuant to article 44 of Italian presidential decree No. 917 of 22 December 1986.

Pursuant to article 44(2)(c) of Italian presidential decree no. 917 of 22 December 1986, *titoli similari alle obbligazioni* (securities similar to bonds) are securities that incorporate an unconditional obligation to pay at maturity an amount not lower than their nominal value, with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer or to the business in connection to which the securities were issued, nor to control the same.

Italian Resident Noteholders

Where an Italian resident Noteholder is:

(a) an individual not engaged in an entrepreneurial activity to which the Notes are connected;

(b) a partnership (other than a *società in nome collettivo or società in accomandita semplice* or similar partnership) or a de facto partnership not carrying out commercial activities or professional associations;

(c) a private or public institution (other than companies), trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or

(d) an investor exempt from Italian corporate income taxation,

Interest relating to the Notes, accrued during the relevant holding period, are subject to a substitute tax, referred to as "*imposta sostitutiva*", levied at the rate of 26% either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Notes (unless the Noteholder described in (a), (b) and (c) above has opted for the application of the asset management regime (*regime del risparmio gestito*).

The *imposta sostitutiva*, to the extent applicable, will be administered by Clearstream and Euroclear as withholding agents.

In the event that the Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the *imposta sostitutiva*, on Interest if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in article 1, paragraph 100-114 of Italian law no. 232 of 11 December 2016.

Where an Italian resident Noteholder is a company or similar commercial entity (including limited partnerships qualified as *società in nome collettivo* or *società in accomandita semplice* and private and public institutions carrying out commercial activities and holding the Notes in connection with this kind of activities) or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva*. They must, however, be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation and, in certain circumstances, depending on the "status" of the Noteholder, also to "IRAP" (the regional tax on productive activities).

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so called "SIMs"), fiduciary companies, *società di gestione del risparmio* (so called "SGRs"), stockbrokers and other entities identified by a decree of the Ministry of Finance (each an Intermediary). An Intermediary must (*i*) be resident in Italy or a permanent establishment in Italy of a non-Italian resident financial intermediary, and (*ii*) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a

change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary paying interest to a Noteholder or, absent that, by the Issuer.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund (the "Fund") and investment company with fixed capital ("SICAF"), *Fondi Lussemburghesi Storici*, or an investment fund with variable capital ("SICAV"), and the Notes are held by an authorised intermediary, Interest accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*. They must, however, be included in the management results of the Fund accrued at the end of each tax period. The Fund, SICAF or SICAV will not be subject to taxation on such result, but a withholding tax of 26% may apply to income of the Fund, SICAF or SICAV derived by unitholders or shareholders through distribution and/or redemption or disposal of the units and shares.

Interest accrued on the Notes and received by Italian real estate funds (complying with the definition as amended pursuant to Italian law decree no. 78 of 31 May 2010, converted into Italian law n. 122 of 30 July 2010) or a real estate SICAF to which the provisions of Italian law decree no. 351 of 25 September 2001, as subsequently amended, apply, is subject neither to substitute tax nor to any other income tax in the hands of the real estate fund or real estate SICAF. The income of the real estate fund or real estate SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of Italian legislative decree no. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20% substitute tax (the "Pension Fund Tax").

Subject to certain conditions (including minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from taxable base of the Pension Fund Tax if the Notes are included in long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in article 1 (100-114) of Italian law no. 232 of 11 December 2016.