

C.L.N. S.p.A.

€100,000,000

4.70 per cent. Notes due 2022

TRUST DEED

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THIS TRUST DEED is made in London on 31 July 2015

BETWEEN

- (1) **C.L.N. S.p.A.** (the "**Issuer**"); and
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**Trustee**", which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed).

RECITALS

- (A) The Issuer has authorised the creation and issue of €100,000,000 in aggregate principal amount of 4.70 per cent. notes due 2022 (the "**Notes**").
- (B) The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

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

1 INTERPRETATION

1.1 Definitions

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

"Agency Agreement" means, in relation to the Notes of any relevant series, the paying agency agreement appointing the initial Paying Agents in relation to such Notes and any other agreement for the time being in force appointing Successor paying agents in relation to such Notes, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to such Notes;

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

"Authorised Signatory" means any director or any other person or persons notified to the Trustee by any director as being an Authorised Signatory pursuant to Clause 5.19 (*Authorised Signatories*);

"Business Day" has the meaning given to it in the Conditions, save that in Clause 5.11 (*Notices to Noteholders*) it means a day on which commercial banks settle payments and are open for general business in London and Milan;

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

"Compliance Certificate" means:

- (a) for all purposes other than a Permitted Reorganisation, a certificate of the Issuer duly signed by a director and the Chief Financial Officer of the Issuer, substantially in the form of Part A of Schedule 6 (*Form of Compliance Certificate*); or
- (b) for the purposes of a Permitted Reorganisation of the Issuer, a certificate of the body corporate assuming the obligations of the Issuer as principal debtor in respect of the Notes (the "**Relevant Entity**") duly signed by two directors or by a director and the Chief Financial Officer of the Relevant Entity, substantially in the form of Part B of Schedule 6 (*Form of Compliance Certificate*);

“Conditions” means, in relation to the Original Notes, the terms and conditions to be endorsed on the Original Notes, in the form or substantially in the form set out in Schedule 4, and, in relation to any Further Notes, the terms and conditions endorsed on the Notes in accordance with the supplemental deed relating thereto or substantially in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be modified in accordance with this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Original Notes accordingly and any reference in this Trust Deed to a particular numbered Condition in relation to any Further Notes shall be construed as a reference to the provision (if any) in the Conditions of such Further Notes which corresponds to the particular numbered Condition of the Original Notes;

“Couponholder” means the holder of the Coupon;

“Coupons” means the bearer interest coupons in or substantially in the term set out in Schedule 3 (*Form of Definitive Note and Coupon*) appertaining to the Notes or, as the context may require, a specific number thereof and includes any replacement Coupons issued pursuant to Condition 12 (*Replacement of Notes and Coupon*);

“Euroclear” means Euroclear Bank SA/NV;

“Event of Default” means any one of the circumstances described in Condition 10 (*Events of Default*);

“Extraordinary Resolution” has the meaning set out in Schedule 5 (*Provisions for Meetings of Noteholders*);

“Further Notes” means any bonds or notes of the Issuer constituted in relation to a deed supplemental to this Principal Trust Deed pursuant to Clause 2.3 (*Further Issues*) and for the time being outstanding or, as the context may require, a specific number thereof and includes any global bond, note or evidence of indebtedness which has not for the time being been exchanged for such bonds or notes and any replacement bonds or notes issued pursuant to Condition 12 (*Replacement of Notes and Coupon*);

“Global Note(s)” means the Original Temporary Global Note and Original Permanent Global Note and any other global notes representing the Further Notes or any of them;

“Group Undertaking” means, in relation to the Trustee, its subsidiary undertakings, its parent undertakings and any subsidiary undertakings of those parent undertakings, as such terms are defined in the Companies Act 2006; and

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

“Meeting” has the meaning given to it in Schedule 5 (*Provisions for Meetings of Noteholders*);

“Noteholder” means an Original Noteholder or holder of Further Notes;

“Notes” means the Original Notes and any Further Notes save that in Schedules 1 (*Form of Original Temporary Global Note*) and 2 (*Form of Original Permanent Global Note*), **“Notes”** means the Original Notes and any Further Notes forming a single issue therewith and the

words “Coupons”, “Noteholders” and “Couponholders” where used therein shall be construed accordingly;

“**Original Couponholder**” and (in relation to a Coupon) “**holder**” means the bearer of an Original Coupon;

“**Original Coupons**” means the bearer interest coupons in or substantially in the form set out in Schedule 3 (*Form of Definitive Note and Coupon*) appertaining to the Original Notes and for the time being outstanding or as the context may require a specific number thereof and includes any replacement Original Coupons issued pursuant to Condition 12 (*Replacement of Notes and Coupon*);

“**Original Noteholder**” and (in relation to a Note) “**holder**” means the bearer of an Original Note;

“**Original Notes**” means the bearer notes in the denomination(s) of €100,000 each comprising the €100,000,000 4.70 per cent. Notes due 2022 constituted in relation to this Trust Deed, in or substantially in the form set out in Schedules 1 (*Form of Original Temporary Global Note*) and 2 (*Form of Original Permanent Global Note*), and for the time being outstanding or, as the case may be, a specific number thereof and includes any replacement Original Notes issued pursuant to Condition 12 (*Replacement of Notes and Coupon*) and (except for the purposes of Clause 3.1 (*Global Notes*) and 3.3 (*Signature*)) the Original Temporary Global Note for so long as it has not been exchanged in accordance with the terms thereof;

“**Original Permanent Global Note**” means the Original Permanent Global Note to be issued pursuant to Clause 3.1 (*Global Notes*) in the form or substantially in the form set out in Schedule 2 (*Form of Original Permanent Global Note*);

“**Original Temporary Global Note**” means the Original Temporary Global Note to be issued pursuant to Clause 3.1 (*Global Notes*) in the form or substantially in the form set out in Schedule 1 (*Form of Original Temporary Global Note*);

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

- (a) those which have been redeemed in accordance with this Trust Deed;
- (b) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including all interest accrued thereon to the date for such redemption) have been duly paid to the Trustee or to the Principal Paying Agent in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the relative Noteholders in accordance with Condition 17 (*Notices*) and remain available for payment in accordance with the Conditions;
- (c) those which have been purchased and surrendered for cancellation as provided in Condition 7(f) (*Purchase*) and notice of the cancellation of which has been given to the Trustee;
- (d) those which have become void under Condition 11 (*Prescription*);
- (e) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 12 (*Replacement of Notes and Coupon*);

- (f) (for the purpose only of ascertaining the amount of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 12 (*Replacement of Notes and Coupon*);

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Noteholders;
- (ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Clauses 7.1 (*Legal Proceedings*) and 6.1 (*Waiver*), Conditions 10 (*Events of Default*) and 15 (*Enforcement*) and Schedule 5 (*Provisions for Meetings of Noteholders*); and
- (iii) any discretion, power or authority, whether contained in this Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the Noteholders or any of them,

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

“Paying Agents” means, in relation to the Notes of any relevant series the several institutions (including, where the context permits, the Principal Paying Agent) at their respective Specified Offices initially appointed pursuant to the relative Agency Agreement and/or, if applicable, any Successor paying agents, in relation to such Notes at their respective Specified Offices;

“Permanent Global Note” means the Original Permanent Global Note and any other permanent global note representing the Further Notes or any of them;

“Potential Event of Default” means any event, facts, matters or circumstances which (either individually or taken together) would, with the giving of any notice, lapse of time, the issuing of a certificate and/or fulfilment of any other requirement, become an Event of Default;

“Principal Paying Agent” means, in relation to the Notes of any series, the institution at its Specified Office initially appointed as principal paying agent in relation to such Notes pursuant to the relative Agency Agreement or, if applicable, any Successor principal paying agent in relation to such Notes at its Specified Office;

“Principal Trust Deed” means the Trust Deed constituting the Original Notes;

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

“Specified office” means, in relation to a Paying Agent, either the office identified with its name in the Conditions of the Notes of the relevant series or any other office notified to any relevant parties pursuant to the Agency Agreement;

“Substitute Issuer” means, in relation to a Permitted Reorganisation, a body corporate in good standing, validly organised and existing under the laws of the Republic of Italy which assumes the obligations of the Issuer under the Trust Deed and the Agency Agreement and as principal debtor in respect of the Notes by operation of law by entering into a

supplemental trust deed, a supplemental agency agreement and such other documents (if any) as are necessary to give effect to the substitution of such body corporate for the Issuer;

“**Successor**” means, in relation to the Paying Agents, such other or further person, as may from time to time be appointed pursuant to the Agency Agreement as a Paying Agent;

“**Successor Issuer**” means, in relation to a Permitted Reorganisation, a body corporate in good standing, validly organised and existing under the laws of the Republic of Italy which assumes the obligations of the Issuer under the Trust Deed and the Agency Agreement and as principal debtor in respect of the Notes by operation of law;

“**Temporary Global Note**” means the Original Temporary Global Note and any other temporary global notes representing the Further Notes or any of them;

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

“**Trustee Acts**” means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales.

1.2 Principles of Interpretation

In this Trust Deed references to:

- 1.2.1 *Statutory modification*: a provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- 1.2.2 *Additional amounts*: principal and/or interest in respect of the Notes shall be deemed also to include references to any additional amounts which may be payable under Conditions 7(c) (*Redemption at the option of the Issuer*) and 9 (*Taxation*);
- 1.2.3 *Tax*: costs, charges or expenses include any value added tax or similar tax charged or chargeable in respect thereof;
- 1.2.4 *Enforcement of rights*: an action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than England, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdictions as shall most nearly approximate thereto;
- 1.2.5 *Clauses and Schedules*: a Schedule or a Clause or sub-clause, paragraph or sub-paragraph is, unless otherwise stated, to a schedule hereto, a clause or sub-clause, paragraph or sub-paragraph hereof respectively;
- 1.2.6 *Principal*: principal shall, when applicable, include premium;
- 1.2.7 *Clearing systems*: Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system approved by the Issuer and the Trustee;

1.2.8 *Trust Corporation*: a trust corporation denotes a corporation entitled by rules made under the Public Trustee Act 1906 to act as a custodian trustee or entitled pursuant to any other legislation applicable to a trustee in any jurisdiction other than England to act as trustee and carry on trust business under the laws of the country of its incorporation; and

1.2.9 *Gender*: words denoting the masculine gender shall include the feminine gender also, words denoting individuals shall include companies, corporations and partnerships and words importing the singular number only shall include the plural and in each case *vice versa*.

1.3 **The Conditions**

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

1.4 **Headings**

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

1.5 **The Schedules**

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

2 **COVENANT TO REPAY**

2.1 **Covenant to Repay**

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

2.1.1 every payment of principal or interest in respect of the Original Notes or any of them made to the Principal Paying Agent in the manner provided in the Agency Agreement shall satisfy, to the extent of such payment, the relevant covenant by the Issuer contained in this Clause except to the extent that there is default in the subsequent payment thereof to the Original Noteholders or Original Couponholders (as the case may be) in accordance with the Conditions;

2.1.2 if any payment of principal or interest in respect of the Original Notes or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the Original Noteholders or, if earlier, the seventh day after notice has been given to the Original Noteholders or, if earlier, the seventh day after notice has been given to the Original Noteholders or Original Couponholders (as the case may be) in accordance with the Conditions that the

full amount has been received by the Principal Paying Agent or the Trustee except, in the case of payment to the Principal Paying Agent, to the extent that there is failure in the subsequent payment to the Original Noteholder or Original Couponholders (as the case may be) under the Conditions; and

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

The Trustee will hold the benefit of this covenant and the covenant in Clause 4 (*Covenant to comply with Trust Deed and Schedules*) on trust for the Original Noteholders and Original Couponholders.

2.2 Following an Event of Default

At any time after an Event of Default or a Potential Event of Default shall have occurred, the Trustee may:

- 2.2.1 by notice in writing to the Issuer, the Principal Paying Agent and the other Paying Agents require the Principal Paying Agent and the other Paying Agents or any of them:
- (a) to act thereafter, until otherwise instructed by the Trustee, as Paying Agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Notes, Coupons and all sums, documents and records held by them in respect of Notes and Coupons on behalf of the Trustee; and/or
 - (b) to deliver up all Notes and Coupons and all sums, documents and records held by them in respect of Notes and Coupons to the Trustee or as the Trustee shall direct in such notice *provided that* such notice shall be deemed not to apply to any document or record which the relevant Paying Agent is obliged not to release by any law or regulation; and
- 2.2.2 by notice in writing to the Issuer require the Issuer to make all subsequent payments in respect of the Notes and Coupons to or to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn, proviso 2.1.1 to Clause 2.1 (*Covenant to Repay*) and (so far as it concerns payments to the Issuer) Clause 8.4 (*Payment to Noteholders and Couponholders*) shall cease to have effect.

2.3 Further Issues

- 2.3.1 The Issuer shall be at liberty from time to time (but subject always to the provisions of this Trust Deed) without the consent of the Noteholders or the Couponholders to create and issue further notes or debt securities howsoever designated ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon) and so as to form a single series with the original Notes and/or Further Notes of any series or upon such terms as to interest, conversion, redemption and otherwise as the Issuer may at the time of the issue thereof determine.
- 2.3.2 Any further notes or debt securities however designated created and issued pursuant to the provisions of sub-clause 2.3.1 shall, if they are to form a single series with the Original Notes and/or Further Notes of any series, be constituted in relation to a deed supplemental to this Principal Trust Deed and in any other case, if the Trustee so agrees, may be constituted. In any such case the Issuer shall prior to the issue of any such further notes or bonds, execute and deliver to the Trustee a deed supplemental to this Principal Trust Deed (if applicable, duly stamped or denoted) and containing a covenant by the Issuer in the form *mutatis mutandis* of Clause 2.1 (*Covenant to Repay*) of this Principal Trust Deed in relation to the principal and interest in respect of such further notes or debt securities howsoever designated and such other provisions (corresponding to any of the provisions contained in this Trust Deed) as the Trustee shall require.
- 2.3.3 A memorandum of every such supplemental deed shall be endorsed by the Trustee on this Principal Trust Deed and by the Issuer on the duplicate of this Principal Trust Deed.
- 2.3.4 Any Further Notes not forming a single series with the Original Notes or any other series of Further Notes shall form a separate series and accordingly, unless for any purpose the Trustee at its absolute discretion shall otherwise determine, all the provisions of this Trust Deed (other than Clause 2.1 (*Covenant to Repay*) and 3.1 (*Global Notes*) to 3.3 (*Signature*) inclusive and Schedules 1 (*Form of Original Temporary Global Note*) and 2 (*Form of Original Permanent Global Note*)) shall apply separately to each series of the Notes, and in this Trust Deed (other than such Clauses and Schedules) the expression “Notes” and “Noteholders”, “Coupons” and “Couponholder” shall be construed accordingly.

3 THE ORIGINAL NOTES

3.1 Global Note(s)

- 3.1.1 The Notes will initially be represented by the Original Temporary Global Note in the principal amount of €100,000,000. Interests in the Original Temporary Global Note shall be exchangeable, in accordance with its terms, for interests in the Original Permanent Global Note.
- 3.1.2 The Original Permanent Global Note shall be exchangeable, in accordance with its terms, for Original Notes in definitive form.

3.2 The definitive Notes

The definitive Original Notes and the Original Coupons will be security printed in accordance with applicable legal and stock exchange requirements substantially in the

forms set out in Schedule 3 (*Form of Definitive Note and Coupon*). The Original Notes will be endorsed with the Conditions.

3.3 Signature

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

3.4 Entitlement to treat holder as owner

The Issuer, the Trustee and any Paying Agent may deem and treat the holder of any Note and any Coupon appertaining to the relevant Note as the absolute owner of such Note or such Coupon as the case may be, free of any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Note (whether or not such Note or such Coupon shall be overdue and notwithstanding any notation of ownership or other writing thereon or any notice of previous loss or theft of such Note or Coupon) for all purposes, save as otherwise herein provided in relation to any Global Note, and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Issuer, the Trustee and the Paying Agents shall not be affected by any notice to the contrary. All payments made to any such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable upon the Notes and Coupons.

4 COVENANT TO COMPLY WITH TRUST DEED AND SCHEDULES

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

5 COVENANTS BY THE ISSUER

The Issuer hereby covenants with the Trustee that, so long as any of the Notes remain outstanding, it will:

5.1 Books of account

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

5.2 Event of Default

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

5.3 **Certificate of no Event of Default or Change of Control**

Provide to the Trustee within 10 days of any request by the Trustee and at the time of the despatch to the Trustee of its annual balance sheet and profit and loss account, and in any event not later than 180 days after the end of its financial year, a certificate in the English language, signed by two Authorised Signatories or the Chief Financial Officer and an Authorised Signatory of the Issuer, certifying that up to a specified date not earlier than seven days prior to the date of such certificate (the “**Certified Date**”):

5.3.1 the Issuer has complied with its obligations under this Trust Deed (or, if such is not the case, giving details of the circumstances of such non-compliance); and

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

5.4 **Financial statements and Compliance Certificate**

No later than the applicable Certification Date, deliver to the Trustee a copy of the Group’s audited consolidated annual financial statements translated into English and ensure that each set of such financial statements is, without prejudice to Condition 5(e) (*Accounting policies*):

5.4.1 audited by independent auditors; and

5.4.2 accompanied by a Compliance Certificate,

and the Trustee shall be entitled to rely on the Compliance Certificate without further enquiry and without liability to any person.

5.5 **Accounts in relation to Material Subsidiaries**

Ensure that such accounts are prepared as may be necessary to determine which of its Subsidiaries are Material Subsidiaries.

5.6 **Certificate relating to Material Subsidiaries**

Give to the Trustee, as soon as reasonably practicable after the acquisition or disposal of any company which thereby becomes or ceases to be a Material Subsidiary or after any transfer is made to any Subsidiary which thereby becomes a Material Subsidiary and at any other time upon the request of the Trustee, a certificate signed by two Authorised Signatories or the Chief Financial Officer and an Authorised Signatory of the Issuer, stating which of its Subsidiaries are Material Subsidiaries at the date of such certificate;

5.7 **Permitted Reorganisation in respect of Material Subsidiaries**

In the event of a Permitted Reorganisation whereby all or substantially of the business, assets and/or undertaking of a Material Subsidiary or all or substantially all of the business that a Material Subsidiary ceases to carry on are transferred, sold, contributed, assigned or otherwise vested in the Issuer and/or another Subsidiary of the Issuer, promptly upon completion of such Permitted Reorganisation, give to the Trustee a certificate by two Authorised Signatories or the Chief Financial Officer and an Authorised Signatory of the

Issuer, confirming that such event has occurred and constitutes a Permitted Reorganisation for the purposes of the Conditions.

5.8 Information

So far as permitted by applicable law, at all times give to the Trustee such information, opinions, certificates and other evidence as it shall require and in such form as it shall require (including, without limitation, the certificates called for by the Trustee pursuant to Clause 5.3 (*Certificate of no Event of Default or Change of Control*) for the performance of its functions;

5.9 Notes held by the Issuer

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

5.10 Execution of Further Documents

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

5.11 Notices to Noteholders

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

5.12 Notification of non-payment

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

5.13 Notification of late payment

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

5.14 Notification of redemption or repayment

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

5.15 Tax or optional redemption

If the Issuer gives notice to the Trustee that it intends to redeem the Notes pursuant to Condition(s) 7(b) (*Redemption for tax reasons*) or (c) (*Redemption at the option of the Issuer*), the Issuer shall, prior to giving such notice to the Noteholders, provide such information to the Trustee as the Trustee requires in order to satisfy itself of the matters referred to in such Conditions;

5.16 Obligations of Paying Agents

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

5.17 Change of taxing jurisdiction

If the Issuer shall become subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority therein or thereof having power to tax other than or in addition to the Republic of Italy, immediately upon becoming aware thereof it shall notify the Trustee of such event and (unless the Trustee otherwise agrees) enter forthwith into a trust deed supplemental hereto, giving to the Trustee an undertaking or covenant in form and manner satisfactory to the Trustee in terms corresponding to the terms of Condition 9 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references therein to the Republic of Italy of references to that other or additional territory to whose taxing jurisdiction, or that of a political subdivision thereof or an authority therein or thereof, the Issuer shall have become subject as aforesaid, such trust deed also modify Condition 9 (*Taxation*) so that such Condition shall make reference to that other or additional territory;

5.18 Listing

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

5.19 Authorised Signatories

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

5.20 Payments

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

the Trustee of the amount which would otherwise have been payable by it to the Trustee hereunder.

5.21 Change in the Issuer's By-laws

Give notice in writing to the Trustee forthwith of any amendment made to the Issuer's By-laws (*statuto*) since the date hereof which may in any way affect the provisions of Schedule 5 (*Provisions for Meetings of Noteholders*) and provide the Trustee upon request with a copy of its current By-laws in force.

5.22 Information relating to the Issuer's by-laws

Provide the Trustee promptly upon request with such information regarding the provisions in the Issuer's by-laws affecting Noteholder's meetings as it may request and upon which it may rely without liability and without further enquiry including without limitation informing the Trustee of the applicable number of days required for the purposes of giving instructions to issue Voting Instructions and Voting Certificates (both as defined in Schedule 5 (*Provisions for Meetings of Noteholders*)), as well as details of the relevant newspaper for the purposes of publishing notices for any Meeting.

5.23 Translation of documents for Meetings

No later than 14 days before any Meeting, confirm to the Trustee, as to whether any law requires the translation into Italian of any Voting Instruction, Voting Certificate or any other document in relation to Schedule 5 (*Provisions for Meetings of Noteholders*).

5.24 Changes to the laws of the Republic of Italy

No later than 14 days before any Meeting, give notice in writing to the Trustee of, or, and if the Trustee shall so request, obtain an opinion of counsel of international standing addressed to the Trustee and in both cases upon which the Trustee may rely without liability and without further enquiry confirming, any amendment to the laws, rules and regulations of the Republic of Italy since the later of (i) the date of this Trust Deed or (ii) the date of the previous notice or opinion given to the Trustee under this Clause 5.24, if any, which may in any way affect the provisions for Meetings of the Noteholders as set out in Schedule 5 Schedule 5 (*Provisions for Meetings of Noteholders*).

5.25 Certificate as to Proxies

Prior to any Meeting, provide the Trustee with a certificate signed by two Authorised Signatories (upon which it may rely without liability and without further enquiry) confirming (i) its outstanding share capital as at that date and (ii) the corresponding maximum number of Noteholders on whose behalf a single Proxy may attend or vote at such Meeting under Article 2372 of the Italian Civil Code and any applicable law.

6 WAIVER, AMENDMENTS AND PERMITTED REORGANISATION

6.1 Waiver

The Trustee may, without any consent or sanction of the Noteholders or Couponholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any breach or proposed breach of any of the covenants or provisions contained in this Trust Deed, the Notes or the

Coupons or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of this Trust Deed; any such authorisation, waiver or determination shall be binding on the Noteholders and the Couponholders and, if, but only if, the Trustee shall so require, the Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders as soon as practicable thereafter in accordance with the Condition relating thereto; *provided that* the Trustee shall not exercise any powers conferred upon it by this Clause in contravention of any express direction by an Extraordinary Resolution (but so that no such direction shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 5.

6.2 Modifications

The Trustee may from time to time and at any time without any consent or sanction of the Noteholders or Couponholders concur with the Issuer in making (a) any modification to this Trust Deed (other than in respect of the Reserved Matters as specified and defined in Schedule 5 or any provision of this Trust Deed referred to in that specification), the Agency Agreement or the Notes which in the opinion of the Trustee it may be proper to make provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders, (b) any modification to this Trust Deed, the Agency Agreement or the Notes if in the opinion of the Trustee such modification is of a formal, minor or technical nature or made to correct a manifest or proven error or (c) any modification to this Trust Deed in order to comply with mandatory laws, legislation, rules and regulations of the Republic of Italy applicable to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution. Any such modification shall be binding on the Noteholders and the Couponholders and, unless the Trustee otherwise agrees, the Issuer shall cause such modification to be notified to the Noteholders as soon as practicable thereafter in accordance with the Conditions.

6.3 Permitted Reorganisation in respect of the Issuer

A Permitted Reorganisation in respect of the Issuer will be effective as such once the Trustee has received:

- 6.3.1 (in the case of a Substitute Issuer only), a supplemental trust deed, a supplemental agency agreement and such other documents (if any) as are necessary to give effect to the substitution of the Substitute Issuer for the Issuer (the “**Relevant Documents**”) duly executed on behalf of the Substitute Issuer, in each case in form and substance acceptable to the Trustee;
- 6.3.2 opinions from legal advisers of recognised international standing as to matters of English and Italian law, in each case in form and substance acceptable to the Trustee, confirming that (a) the Notes, the Trust Deed, the Agency Agreement and (if applicable) the Relevant Documents represent legal, valid, binding and enforceable obligations of the Substitute Issuer or (as the case may be) the Successor Issuer and (b) all actions, conditions and things required to be taken, fulfilled and done to ensure that such is the case (including any necessary approvals, consents, filings and/or registrations) have been taken, fulfilled and done; or

6.3.3 a certificate signed by two Authorised Signatories and/or two directors or the Chief Financial Officer and a director the Substitute Issuer or the Successor Issuer (as the case may be) confirming that:

- (a) it is in good standing, validly organised and existing under the laws of the Republic of Italy;
- (b) all or substantially all of the Issuer's assets and undertaking have been transferred, sold, contributed or assigned to it or otherwise vested in it;
- (c) it is continuing to carry on all or substantially all of the business previously carried on by the Issuer; and
- (d) the matters set out in sub-clause 6.3.2 above; and

6.3.4 a Compliance Certificate,

and the Trustee shall be entitled to rely on the certificates and legal opinions referred to in this Clause 6.3 without further enquiry and without liability to any person. Upon the satisfaction of the conditions for a Permitted Reorganisation in respect of the Issuer, the Substitute Issuer or Successor Issuer (as the case may be) shall be deemed to be named in this Trust Deed and the Notes and Coupons as the principal debtor in place of the Issuer (or of any previous Substitute Issuer or Successor Issuer under this Clause) and this Trust Deed, the Notes and the Agency Agreement shall thereupon be deemed to be amended in such manner as shall be necessary to give effect to the Permitted Reorganisation and, without prejudice to the generality of the foregoing, any references in this Trust Deed, the Notes, the Coupons or the Agency Agreement to the Issuer shall be deemed to be references to the Substitute Issuer or Successor Issuer (as the case may be).

7 ENFORCEMENT

7.1 Legal Proceedings

The Trustee may at any time, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to recover any amounts due in respect of the Notes which are unpaid or to enforce any of its rights under this Trust Deed or the Conditions but it shall not be bound to take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in principal amount of the outstanding Notes and (b) it shall have been indemnified and/or provided with security and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith and provided that the Trustee shall not be held liable for the consequence of taking any such action and may take such action without having regard to the effect of such action on individual Noteholders or Couponholders. Only the Trustee may enforce the provisions of the Notes or this Trust Deed and no Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

7.2 Evidence of Default

If the Trustee (or any Noteholder or Couponholder where entitled under this Trust Deed so to do) makes any claim, institutes any legal proceeding or lodges any proof in a winding-up or insolvency of the Issuer under this Trust Deed or under the Notes, proof therein that:

7.2.1 as regards any specified Note the Issuer has made default in paying any principal due in respect of such Note shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Notes in respect of which a corresponding payment is then due;

7.2.2 as regards any specified Coupon the Issuer has made default in paying any interest due in respect of such Coupon shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Coupons in respect of which a corresponding payment is then due,

and for the purposes of sub-clauses 7.2.1 and 7.2.2 above, a payment shall be a “corresponding” payment notwithstanding that it is due in respect of a Note of a different denomination from that in respect of the above specified Note or specified Coupon.

8 APPLICATION OF MONEYS

8.1 Application of Moneys

All moneys received by the Trustee in respect of the Notes or amounts payable under this Trust Deed, despite any appropriation of all or part of them by the Issuer, and all moneys received by the Trustee under this Trust Deed to the extent attributable in the opinion of the Trustee to the Notes and the performance of its duties under this Trust Deed (including any moneys which represent principal or interest in respect of Notes or Coupons which have become void under the Conditions) will be held by the Trustee on trust to apply them (subject to Clause 8.2 (*Investment of Moneys*)):

8.1.1 *first*, in payment or satisfaction of the costs, charges, expenses and liabilities incurred by the Trustee in the preparation and execution of the trusts of this Trust Deed and the performance of its duties under the Trust Deed (including the remuneration of the Trustee);

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

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

8.2 Investment of Moneys

If the amount of the moneys at any time available for payment of principal and interest in respect of the Notes under Clause 8.1 (*Application of Moneys*) shall be less than a sum sufficient to pay at least one-tenth of the principal amount of the Notes then outstanding, the Trustee may, at its discretion, invest such moneys upon some or one of the investments hereinafter authorised with power from time to time, with like discretion, to vary such investments; and such investment with the resulting income thereof may be accumulated until the accumulations together with any other funds for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay at least one-tenth of the principal amount of the Notes then outstanding and such accumulation and funds (after deduction of any taxes and any other deductibles applicable thereto) shall then be applied in the manner aforesaid.

8.3 Authorised Investments

Moneys held by the Trustee may be invested in its name or under its control in any investments or other assets anywhere whether or not they produce income or deposited in

its name or under its control at such bank or other financial institution in such currency as the Trustee may, in its absolute discretion, think fit. If that bank or institution is the Trustee or a subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the standard amount of interest payable by it on such a deposit to an independent customer. The Trustee (acting, for the avoidance of doubt, in good faith and exercising the degree of care and diligence required by it as Trustee) may at any time vary or transpose any such investments or assets or convert any moneys so deposited into any other currency and will not be responsible for any resulting loss, whether by depreciation in value, change in exchange rates or otherwise.

8.4 Payment to Noteholders and Couponholders

The Trustee shall give notice to the Noteholders in accordance with the Conditions of the date fixed for any payment under Clause 8.1 (*Application of Moneys*). Any payment to be made in respect of the Notes or the Coupons by the Issuer or the Trustee may be made in the manner provided in the Conditions, the Agency Agreement and this Trust Deed and any payment so made shall be a good discharge to the extent of such payment, by the Issuer or the Trustee, as the case may be. Any payment in full of interest made in respect of a Coupon in the manner aforesaid shall extinguish any claim of a Noteholder which may arise directly in respect of such interest.

8.5 Production of Notes and Coupons

Upon any payment under Clause 8.4 (*Payment to Noteholders and Couponholders*) of principal or interest, the Note or Coupon in respect of which such payment is made shall, if the Trustee so requires, be produced to the Trustee or the Paying Agent by or through whom such payment is made and the Trustee shall, in the case of part payment, enface or cause such Paying Agent to enface a memorandum of the amount and date of payment thereon or, in the case of payment in full, shall cause such Note or Coupon to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation.

8.6 Noteholders to be treated as holding all Coupons

Wherever in this Trust Deed the Trustee is required or entitled to exercise a power, trust, authority or discretion under this Trust Deed, the Trustee shall, notwithstanding that it may have express notice to the contrary, assume that each Noteholder is the holder of all Coupons appertaining to each Note of which it is the holder.

9 TERMS OF APPOINTMENT

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

9.1 Reliance on Information

9.1.1 *Advice*: The Trustee may in relation to this Trust Deed act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Trustee, the Issuer or any of its Subsidiaries or any Paying Agent) and which advice or opinion may be provided on such terms (including as to limitations on liability) as the Trustee may consider in its sole discretion to be consistent with prevailing market practice with regard to advice or opinions of that nature and shall not be responsible for any Liability occasioned by so acting; any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex,

cablegram, facsimile or electronic mail transmission and the Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;

- 9.1.2 *Certificate of directors or Authorised Signatories*: the Trustee may call for and shall be at liberty to accept a certificate signed by two directors and/or two Authorised Signatories and/or one director and the Chief Financial Officer of the Issuer or other person duly authorised on its behalf as to any fact or matter *prima facie* within the knowledge of the Issuer as sufficient evidence thereof and a like certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying, expedient as sufficient evidence that it is expedient and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing to do so;
- 9.1.3 *Resolution or direction of Noteholders*: the Trustee shall not be responsible for acting upon any resolution purporting to be or to have been passed at any meeting of Noteholders in respect whereof minutes have been made and signed or a direction of a specified percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be or to have been passed at any Meeting or the making of the directions was not valid or binding upon the Noteholders and Couponholders;
- 9.1.4 *Reliance on certification of clearing system*: the Trustee may call for any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system in relation to any matter to the effect that any particular time or throughout any particular period any particular person is, was or will be shown in the relevant clearing systems records as having a particular principal or nominal amount of Notes credited to its securities account. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the holder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg or any other relevant clearing system and subsequently found to be forged or not authentic;
- 9.1.5 *Noteholders as a class*: whenever in this Trust Deed the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, it shall have regard to the interests of the Noteholder as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory;

- 9.1.6 *Trustee not responsible for investigations:* the Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Trust Deed, the Notes, or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof;
- 9.1.7 *No obligation to monitor:* the Trustee shall be under no obligation to monitor or supervise the functions of any other person under the Notes or Coupons or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each such person is properly performing and complying with its obligations;
- 9.1.8 *Notes held by the Issuer:* in the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate under Clause 5.9 (*Notes held by Issuer*)), that no Notes are for the time being held by or for the benefit of the Issuer or its Subsidiaries;
- 9.1.9 *Forged Notes:* the Trustee shall not be liable to the Issuer or any Noteholder or Couponholder by reason of having accepted as valid or not having rejected any Note or Coupon as such and subsequently found to be forged or not authentic;
- 9.1.10 *Events of Default:* the Trustee shall not be bound to give notice to any person of the execution of this Trust Deed or to take any steps to ascertain whether any Event of Default or Potential Event of Default has happened and, until it has actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume that no such Event of Default or Potential Event of Default has happened and that the Issuer is observing and performing all the obligations on its part contained in the Notes and Coupons under this Trust Deed and no event has happened as a consequence of which any of the Notes may become repayable;
- 9.1.11 *Interests of accountholders or participants:* so long as any Note is held by or on behalf of Euroclear or Clearstream, Luxembourg, in considering the interests of Noteholders, the Trustee may consider the interests (either individually or by category) of its accountholders or participants with entitlements to any such Note as if such accountholders or participants were the holder(s) thereof.
- 9.1.12 *Right to Deduct or Withhold:* notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustees is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be

entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed.

9.2 Trustee's power and duties

- 9.2.1 *Trustee's determination:* the Trustee may determine whether or not a default on the performance or observance by the Issuer of any obligation under the provisions of this Trust Deed or contained in the Notes or Coupons is capable of remedy and/or materially prejudicial to the interests of the Noteholders and if the Trustee shall certify that any such default is, in its opinion, not capable of remedy and/or materially prejudicial to the interests of the Noteholders, such certificate shall be conclusive and binding upon the Issuer and the Noteholders and Couponholders;
- 9.2.2 *Determination of questions:* the Trustee as between itself and the Noteholders and the Couponholders shall have the full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee, the Noteholders and the Couponholders;
- 9.2.3 *Trustee's discretion:* the Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of the law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof but whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or provided with security and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing. Without limiting the general statement above, the Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, of England. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or England or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or in England or if it is determined by any court or other competent authority in that jurisdiction or in England that it does not have such power;
- 9.2.4 *Trustee's consent:* any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require;
- 9.2.5 *Conversion of currency:* where it is necessary or desirable for any purpose in connection with this Trust Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Trust Deed or required by law) be

converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Trustee in its absolute discretion as relevant and any rate, method and date so specified shall be binding on the Issuer, the Noteholders and the Couponholders;

- 9.2.6 *Application of proceeds:* the Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, the exchange of any Temporary Global Note for any Permanent Global Note or any Permanent Global Note for Definitive Notes or the delivery of any Note or Coupon to the persons entitled to them;
- 9.2.7 *Error of judgement:* the Trustee shall not be liable for any error of judgement made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters;
- 9.2.8 *Agents:* the Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) and the Trustee shall not be responsible for any loss, liability, expense demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person;
- 9.2.9 *Delegation:* the Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed, act by responsible officers or a responsible officer for the time being of the Trustee and the Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons (whether being a joint trustee of this Trust Deed or not) all or any of its trusts, powers, authorities and discretions vested in it by this Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with consent of the Trustee) as the Trustee may think fit in the interests of the Noteholders and the Trustee shall not be bound to supervise the proceedings or acts of and shall not in any way or to any extent be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of such delegate or sub-delegate;
- 9.2.10 *Custodians and nominees:* the Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustee may determine, including for the purpose of depositing with a custodian this Trust Deed or any document relating to the trust created hereunder and the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person; the Trustee is not obliged to appoint a custodian if the Trustee invests in securities payable to bearer;
- 9.2.11 *Confidential information:* the Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any

Noteholder or Couponholder confidential information or other information made available to the Trustee by the Issuer in connection with this Trust Deed and no Noteholder or Couponholder shall be entitled to take any action to obtain from the Trustee any such information.

9.3 Financial Matters

- 9.3.1 *Professional charges:* any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Trust Deed and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person;
- 9.3.2 *Expenditure by the Trustee:* nothing contained in this Trust Deed shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has reasonable grounds for believing the repayment of such funds or adequate indemnity or prefunding against, or security for, such risk or liability is not assured to it and, for the purposes of any determination as to what is reasonable, the Trustee shall be entitled to have regard solely to what is in its interests and those of the Noteholders as a class; and
- 9.3.3 *Trustee may enter into financial transactions with the Issuer:* the Trustee, its Group Undertakings and the directors, officers, employees and agents of the Trustee and its Group Undertakings (together, the “**relevant parties**”) shall not by reason of the fiduciary position of the Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any of its Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any of its Subsidiaries or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, and neither the Trustee nor any relevant party shall be accountable to the Noteholders or the Issuer or any of its Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and each relevant party shall also be at liberty to retain the same for its or his own benefit.

9.4 Disapplication

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

9.5 Trustee Liability

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

10 COSTS AND EXPENSES

10.1 Remuneration

- 10.1.1 *Normal Remuneration:* The Issuer shall pay to the Trustee remuneration for its services as trustee as from the date of this Trust Deed, such remuneration to be at such rate as may from time to time be agreed between the Issuer and the Trustee. Such remuneration shall be payable in advance on the anniversary of the date hereof in each year and the first payment shall be made on the date hereof. Upon the issue of any Further Notes the rate of remuneration in force immediately prior thereto shall be increased by such amount as shall be agreed between the Issuer and the Trustee, such increased remuneration to be calculated from such date as shall be agreed as aforesaid. The rate of remuneration in force from time to time may upon the final redemption of the whole of the Notes of any series be reduced by such amount as shall be agreed between the Issuer and the Trustee, such reduced remuneration to be calculated from such date as shall be agreed as aforesaid. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders and Couponholders) up to and including the date when, all the Notes having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent or the Trustee, *provided that* if upon due presentation (if required pursuant to the Conditions) of any Note or Coupon or any cheque, payment of the moneys due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue;
- 10.1.2 *Extra Remuneration:* In the event of the occurrence of an Event of Default or a Potential Event of Default or the Trustee considering it expedient or necessary or being requested by the Issuer to undertake duties which the Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Issuer shall pay to the Trustee such additional remuneration as shall be agreed between them;
- 10.1.3 *Value added tax:* The Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration under this Trust Deed;
- 10.1.4 *Failure to agree:* In the event of the Trustee and the Issuer failing to agree:
- (a) (in a case to which sub-clause 10.1.1 applies) upon the amount of the remuneration; or
 - (b) (in a case to which sub-clause 10.1.2 applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, or upon such additional

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

- 10.1.5 *Expenses:* The Issuer shall also pay or discharge as soon as reasonably practicable (but, in any event, within three Business Days) all costs, charges and expenses incurred by the Trustee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed;
- 10.1.6 *Indemnity:* The Issuer shall indemnify the Trustee (a) in respect of all documented liabilities and expenses incurred by it or by any Appointee or other person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by this Trust Deed and (b) against all documented liabilities, actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to this Trust Deed, other than by reason of its own negligence, wilful default or fraud;
- 10.1.7 *Payment of amounts due:* All amounts due and payable pursuant to sub clauses 10.1.5 (*Expenses*) and 10.1.6 (*Indemnity*) shall be payable by the Issuer on the date specified in a demand by the Trustee; the rate of interest applicable to such payments shall be three per cent. per annum above the base rate from time to time of a leading international bank selected by the Trustee and interest shall accrue:
- (a) in the case of payments made by the Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand; and
 - (b) in the case of payments made by the Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made,
- and all remuneration payable to the Trustee shall carry interest at the rate specified in this sub-clause 10.1.7 (*Payment of amounts due*) from the due date thereof;
- 10.1.8 *Apportionment:* The Trustee shall be entitled in its absolute discretion to determine in respect of which series of Notes any costs, charges, expenses or liabilities incurred under this Trust Deed have been incurred or to allocate any such costs, charges, expenses or liabilities between two or more series of Notes;

10.1.9 *Discharges:* Unless otherwise specifically stated in any discharge of this Trust Deed the provisions of this Clause 10.1 (*Remuneration*) shall continue in full force and effect notwithstanding such discharge.

10.2 Stamp duties

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

10.3 Exchange rate indemnity

10.3.1 *Currency of Account and Payment:* Euro or, in relation to Clause 10.1 (*Remuneration*), pounds sterling (the "**Contractual Currency**") is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed and the Notes and the Coupons, including damages;

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

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

10.4 Indemnities separate

The indemnities in this Trust Deed constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder or Couponholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed or the Notes and/or the Coupons or any other judgment or order. Any such Liability as referred to in sub-clause 10.3.3 (*Indemnity*) shall be deemed to

constitute a Liability suffered by the Trustee, the Noteholders and Couponholders and no proof or evidence of any actual Liability shall be required by the Issuer or its liquidator or liquidators.

11 APPOINTMENT AND RETIREMENT

11.1 Appointment of Trustees

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

11.2 Co-trustees

Notwithstanding the provisions of Clause 11.1 (*Appointment of Trustees*), the Trustee may, upon giving prior notice to the Issuer but without the consent of the Issuer or the Noteholders, appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Trustee:

- 11.2.1 if the Trustee considers such appointment to be in the interests of the Noteholders; or
- 11.2.2 for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed; or
- 11.2.3 for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction either of a judgment already obtained or of this Trust Deed.

11.3 Attorneys

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

11.4 Retirement of Trustees

Any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than three calendar months' notice in writing to the Issuer without assigning any reason

therefor and without being responsible for any costs occasioned by such retirement. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuer hereby covenants that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause it shall use all reasonable endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuer has not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 11.4, the Trustee shall be entitled to procure forthwith a new trustee.

11.5 Competence of a majority of Trustees

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

11.6 Power Additional

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

11.7 Merger

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

12 NOTICES

12.1 Addressed for notices

All notices and other communications hereunder shall be made in writing (by letter, telex, fax or, if specified below, by email) and shall be sent as follows:

12.1.1 *Issuer*: if to the Issuer, to it at:

Via Pavia 65
Rivoli (TO)
Italy

Fax: +39 011 9501 830
Email: o.blanc@it.cln.gruppocln.com
Attention: Osvaldo Blanc

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

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester House
London EC2N 2DB
United Kingdom

Fax: +44 20 7547 6149
Email: tss-gds.eur@db.com
Attention: Trust & Securities Services

12.2 Effectiveness

Every notice or other communication sent in accordance with Clause 12.1 shall be effective upon receipt by the addressee, *provided that* any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

12.3 Notices in English

All notices and other communications hereunder shall be made in the English language or shall be accompanied by a certified English translation thereof. Any certified English translation delivered hereunder shall be certified as a true and accurate translation by a professionally qualified translator or by some other person competent to do so.

12.4 No Notice to Couponholders

Neither the Trustee nor the Issuer shall be required to give any notice to the Couponholders for any purpose under this Trust Deed and the Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with Condition 17 (*Notices*).

13 LAW AND JURISDICTION

13.1 Governing law

This Trust Deed and the Notes and any non-contractual obligations arising out of or in connection with them are governed by English law. Conditions 14(a) (*Meetings of Noteholders*) and (b) (*Noteholders' Representative*) and Schedule 5 (*Provisions for Meetings of Noteholders*) are subject to compliance with mandatory provisions of Italian law.

13.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Trust Deed or the Notes (including a dispute relating to the existence, validity or termination of this Trust Deed or the Notes or any non-contractual obligations arising out of or in connection with this Trust Deed or the Notes) or the consequences of their nullity. The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

13.3 Proceedings outside England

Clause 13.2 (*English courts*) is for the benefit of the Trustee and the Noteholders only. To the extent allowed by law, the Trustee or any of the Noteholders may take (i) proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction or (ii) concurrent Proceedings in any number of jurisdictions.

13.4 Process agent

The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Hackwood Secretaries Limited at One Silk Street, London EC2Y 8HQ 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. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this Clause shall affect the right of the Trustee or any Noteholder to serve process in any other manner permitted by law.

14 SEVERABILITY

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

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

16 COUNTERPARTS

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

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

SCHEDULE 1
Form of Original Temporary Global Note

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

ISIN: XS[•]

C.L.N. S.p.A.

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

€100,000,000

4.70 per cent. Notes due 2022

TEMPORARY GLOBAL NOTE

1 INTRODUCTION

This Temporary Global Note is issued in respect of the €100,000,000 4.70 per cent. Notes due 2022 (the "**Notes**") of C.L.N. S.p.A. (the "**Issuer**"). The Notes are the subject to, and have the benefit of, a trust deed dated 31 July 2015 (as amended or supplemented from time to time, the "**Trust Deed**") between the Issuer and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed) and are the subject of a paying agency agreement dated 31 July 2015 (as amended or supplemented from time to time, the "**Agency Agreement**") and made between the Issuer, Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Notes and, together with any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**") and the Trustee.

2 REFERENCES TO CONDITIONS

Any reference herein to the "**Conditions**" is to the terms and conditions of the Notes set out in Appendix C (*Terms and Conditions of the Notes*) hereto and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Note.

3 PROMISE TO PAY

3.1 Pay to Bearer

The Issuer, for value received, promises to pay to the bearer of this Temporary Global Note the principal sum of

€100,000,000
(one hundred million Euro)

on 1 August 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate(s) specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions, *provided, however, that* such interest shall be payable only:

- 3.1.1 in the case of interest falling due before the Exchange Date (as defined below), to the extent that a certificate or certificates issued by Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**", together with Euroclear, the international central securities depositories or "**ICSDs**") dated not earlier than the date on which such interest falls due and in substantially the form set out in Appendix B (*Form of Euroclear/Clearstream, Luxembourg Certification*) hereto is/are delivered to the Specified Office (as defined in the Agency Agreement) of the Principal Paying Agent; or
- 3.1.2 in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

3.2 Principal Amount

The principal amount of Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Note means the records that each ICSDs holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSDs shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Temporary Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

4 NEGOTIABILITY

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note shall pass by delivery.

5 EXCHANGE

On or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure (in the case of first exchange) the delivery of a permanent global note (the "**Permanent Global Note**") in substantially the form set out in Schedule 2 (*Form of Permanent Global Note*) to the Trust Deed to the bearer

of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- 5.1 presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Principal Paying Agent; and
- 5.2 receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream, Luxembourg dated not earlier than the Exchange Date and in substantially the form set out in Appendix B (*Form of Euroclear/Clearstream, Luxembourg Certification*) hereto.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and received by the Principal Paying Agent; *provided, however, that* in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by this Temporary Global Note.

6 WRITING DOWN

On each occasion on which:

- 6.1 the Permanent Global Note is delivered or the principal amount of Notes represented thereby is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or
- 6.2 Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 7(g) (*Redemption and Purchase - Cancellation*),

the Issuer shall procure that details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

7 PAYMENTS

7.1 Recording of Payments

Upon any payment being made in respect of the Notes represented by this Temporary Global Note, the Issuer shall procure that details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of the ICSDs and represented by this Temporary Global Note shall be reduced by the principal amount so paid.

7.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Temporary Global Note shall be made to the bearer of this Temporary Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

8 CONDITIONS APPLY

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Temporary Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Notes in

definitive form in substantially the form set out in Schedule 3 (*Form of Definitive Note and Coupon*) to the Trust Deed and the related interest coupons, in the denomination of €100,000 and in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note.

9 PAYMENTS ON BUSINESS DAYS

Notwithstanding the definition of "Business Day" in Condition 1(a) (*Definitions*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and/or a Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and/or the Permanent Global Note are) deposited with a common safekeeper for Euroclear and/or Clearstream, Luxembourg, "**Business Day**" means any day which is a TARGET Settlement Day.

10 NOTICES

Notwithstanding Condition 17 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 17 (*Notices*) on the date of delivery to Euroclear and Clearstream, Luxembourg, except that so long as the Notes are admitted to trading on a securities market of the Irish Stock Exchange and it is a requirement of applicable law or regulations or the rules of that stock exchange, such notices shall be published in a leading newspaper having general circulation in the Republic of Ireland or published on the website of the Irish Stock Exchange (www.ise.ie).

11 FURTHER INFORMATION RELATING TO THE ISSUER

Further information relating to the Issuer is provided, pursuant to Article 2414 of the Italian Civil Code, in Appendix B (*Further Information relating to the Issuer*) hereto.

12 AUTHENTICATION

This Temporary Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank AG, London Branch, as principal paying agent.

13 EFFECTUATION

This Temporary Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

14 GOVERNING LAW

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

C.L.N. S.p.A.

By:
(*duly authorised*)

ISSUED in London on 31 July 2015

AUTHENTICATED for and on behalf of
DEUTSCHE BANK AG, LONDON BRANCH
as principal paying agent without recourse,
warranty or liability

By:
(*duly authorised*)

EFFECTUATED for and on behalf of
CLEARSTREAM BANKING, SOCIÉTÉ ANONYME
as common safekeeper without recourse,
warranty or liability

By:
(*duly authorised*)

APPENDIX A
FORM OF ACCOUNTHOLDER'S CERTIFICATION

C.L.N. S.p.A.

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

€100,000,000

4.70 per cent. Notes due 2022

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the issuer or the issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7) or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (c) (whether or not also described in clause (a) or (b)) this is to further certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia) and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by electronic transmission on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to €[*amount*] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or

would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [•]

**[Name of accountholder]
as, or as agent for,
the beneficial owner(s) of the Securities
to which this certificate relates.**

By:
Authorised signatory

APPENDIX B
FORM OF EUROCLEAR/CLEARSTREAM, LUXEMBOURG CERTIFICATION

C.L.N. S.p.A.

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

€100,000,000

4.70 per cent. Notes due 2022

This is to certify that, based solely on certifications we have received in writing, by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the temporary global note issued in respect of the securities, as of the date hereof, €[amount] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7) or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010)), and to the further effect that United States or foreign financial institutions described in clause (c) (whether or not also described in clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [•]

Euroclear Bank SA/NV

or

Clearstream Banking, société anonyme, Luxembourg

By:
Authorised signatory

APPENDIX C
TERMS AND CONDITIONS OF THE NOTES

[As set out in Schedule 4]

APPENDIX D
FURTHER INFORMATION RELATING TO THE ISSUER

Objects:	The corporate objects of the Issuer, as provided under Article 2 of its by-laws, comprise the direct and indirect management of industrial and commercial operations in the steel, iron and engineering industry. In particular, the principal corporate objects of the Issuer include: (i) the production and/or purchase of metal sheets in the form of coils, sheets, ribbons and extracts, (ii) the import and export of products and raw materials, through dealers and agents, (iii) patenting, registering trademarks, granting the use of its trademarks and patents, (iv) investing in Italian and foreign companies which are operative in the steel, iron and engineering industry and in companies which operate in ancillary sectors, (v) engaging in related commercial, industrial and financial transactions that further the achievement of its corporate purpose, take out mortgages and access to any kind of financing and/or leasing, as well as issue, also for the benefit of its subsidiaries, affiliates, guarantees, securities, real or personal guarantees for the benefit of third parties both companies and privates, for any reason or title. The Issuer also engages in the activity of commercial, administrative and financial coordination of its subsidiaries.
Registered office:	Corso Susa 13/15, 10040 Caselette (TO), Italy
Company registration:	Registered at the Companies' Registry of Turin under registration number 00521230011
Resolutions authorising the issue of the Notes	A resolution of the Board of Directors of the Issuer passed at a meeting on 24 July 2015, and a director's written resolution dated 24 July 2015, both registered at the Companies' Registry of Turin on [date] July 2015
Amount of share capital:	€235,000,000 represented by 235,000,000 ordinary shares of €1.00 each
Amount of reserves:	€106,195,012 as at 31 December 2014
Prospectus:	A Prospectus dated 29 July 2015, approved by the Irish Central Bank on 29 July 2015 for the purposes of admission to trading on the regulated market of the Irish Stock Exchange

SCHEDULE 2

Form of Original Permanent Global Note

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

ISIN: XS[•]

C.L.N. S.p.A.

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

€100,000,000

4.70 per cent. Notes due 2022

PERMANENT GLOBAL NOTE

1 INTRODUCTION

This Global Note is issued in respect of the €100,000,000 4.70 per cent. notes due 2022 (the "**Notes**") of C.L.N. S.p.A. (the "**Issuer**"). The Notes are the subject to, and have the benefit of, a trust deed dated 31 July 2015 (as amended or supplemented from time to time, the "**Trust Deed**") between the Issuer and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed) and are the subject of a paying agency agreement dated 31 July 2015 (as amended or supplemented from time to time, the "**Agency Agreement**") and made between the Issuer, Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Notes and, together with any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**") and the Trustee.

2 REFERENCES TO CONDITIONS

Any reference herein to the "**Conditions**" is to the terms and conditions of the Notes set out in Appendix A (*Terms and Conditions of the Notes*) hereto and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Note.

3 PROMISE TO PAY

3.1 Pay to bearer

The Issuer, for value received, promises to pay to the bearer of this Global Note, in respect of each Note represented by this Global Note, its principal amount on 1 August 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on each such Note on the dates and in the manner specified

in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

3.2 **Principal Amount**

The principal amount of Notes represented by this Global Note shall be the aggregate principal amount from time to time entered in the records of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and, together with Euroclear, the international central securities depositaries or "**ICSDs**"). The records of the ICSDs (which expression in this Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes, but excluding any interest in any Notes of one ICSD shown in the records of another ICSD) shall be conclusive evidence of the principal amount of Notes represented by this Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

4 **NEGOTIABILITY**

This Global Note is negotiable and, accordingly, title to this Global Note shall pass by delivery.

5 **EXCHANGE**

This Global Note will become exchangeable, in whole but not in part only, and at the request of the bearer of this Global Note, for Notes in definitive form ("**Definitive Notes**") in substantially the form set out in Schedule 3 (*Form of Definitive Note*) to the Trust Deed if either of the following events (each, an "**Exchange Event**") occurs:

- (a) Euroclear SA/NV or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (b) any of the circumstances described in Condition 10 (*Events of Default*) occurs.

6 **DELIVERY OF DEFINITIVE NOTES**

Whenever this Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery of such Definitive Notes, duly authenticated, with interest coupons ("**Coupons**") attached, in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note to the bearer of this Global Note against the surrender of this Global Note to or to the order of the Principal Paying Agent within 30 days of occurrence of the relevant Exchange Event.

7 **WRITING DOWN**

On each occasion on which:

- (a) a payment of principal is made in respect of this Global Note;
- (b) Definitive Notes are delivered; or

- (c) Notes represented by this Global Note are to be cancelled in accordance with Condition 7(g) (*Redemption and Purchase - Cancellation*),

the Issuer shall procure that details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

8 WRITING UP

8.1 Initial Exchange

If this Global Note was originally issued in exchange for part only of a temporary global note representing the Notes, then all references in this Global Note to the principal amount of Notes represented by this Global Note shall be construed as references to the principal amount of Notes represented by the part of the temporary global note in exchange for which this Global Note was originally issued which the Issuer shall procure is entered by the ICSDs in their records.

8.2 Subsequent Exchange

If at any subsequent time any further portion of such temporary global note is exchanged for an interest in this Global Note, the principal amount of Notes represented by this Global Note shall be increased by the amount of such further portion, and the Issuer shall procure that the principal amount of Notes represented by this Global Note (which shall be the previous principal amount of Notes represented by this Global Note *plus* the amount of such further portion) is entered by the ICSDs in their records.

9 PAYMENTS

9.1 Recording of Payments

Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of the ICSDs and represented by this Global Note shall be reduced by the principal amount so paid.

9.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

10 CONDITIONS APPLY

Until this Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if it were the holder of Definitive Notes and the related Coupons in the denomination of €100,000 and in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note.

11 EXERCISE OF PUT OPTION

In order to exercise the option contained in Condition 7(d) (*Redemption and Purchase - Redemption at the option of Noteholders upon a Change of Control*) (the "**Put Option**"), the bearer of this Global Note must, within the period specified in the Conditions for the deposit of the relevant Note Certificate, give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

12 PAYMENTS ON BUSINESS DAYS

Notwithstanding the definition of "Business Day" in Condition 1(a) (*Definitions*), while all the Notes are represented by this Global Note (or by this Global Note and a temporary global note) and this Global Note is (or this Global Note and a temporary global note are) deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg, "**Business Day**" means any day which is a TARGET Settlement Day.

13 NOTICES

Notwithstanding Condition 17 (*Notices*), while all the Notes are represented by this Global Note (or by this Global Note and a temporary global note) and this Global Note is (or this Global Note and a temporary global note are) deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 17 (*Notices*) on the date of delivery to Euroclear and Clearstream, Luxembourg, except that so long as the Notes are admitted to trading on a securities market of the Irish Stock Exchange and it is a requirement of applicable law or regulations or the rules of that stock exchange, such notices shall be published in a leading newspaper having general circulation in the Republic of Ireland or published on the website of the Irish Stock Exchange (www.ise.ie).

14 FURTHER INFORMATION RELATING TO THE ISSUER

Further information relating to the Issuer is provided, pursuant to Article 2414 of the Italian Civil Code, in Appendix B (*Further Information relating to the Issuer*) hereto.

15 AUTHENTICATION

This Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank AG, London Branch, as principal paying agent.

16 EFFECTUATION

This Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

17 GOVERNING LAW

This Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

C.L.N. S.p.A.

By:
(*duly authorised*)

ISSUED in London as of 31 July 2015

AUTHENTICATED for and on behalf of
DEUTSCHE BANK AG, LONDON BRANCH
as principal paying agent without recourse, warranty
or liability

By:
(*duly authorised*)

EFFECTUATED for and on behalf of
CLEARSTREAM BANKING, SOCIÉTÉ ANONYME
as common safekeeper without recourse,
warranty or liability

By:
(*duly authorised*)

APPENDIX A
TERMS AND CONDITIONS OF THE NOTES

[As set out in Schedule 4]

**APPENDIX B
FURTHER INFORMATION RELATING TO THE ISSUER**

[As set out in Schedule 1, Appendix D]

SCHEDULE 3
Form of Definitive Note and Coupon

[On the face of the Note:]

€100,000

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

C.L.N. S.p.A.

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

€100,000,000

4.70 per cent. Notes due 2022

This Note is one of a series of notes (the "**Notes**") in the denominations of €100,000 and in the aggregate principal amount of €100,000,000 issued by C.L.N. S.p.A. (the "**Issuer**").

The Issuer, for value received, promises to pay to the bearer the principal sum of

€100,000

(one hundred thousand euro)

on 1 August 2022, or on such earlier date or dates as the same may become payable in accordance with the conditions endorsed hereon (the "**Conditions**"), and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

Interest is payable on the above principal sum at the rate of interest determined in accordance with the Conditions, payable annually in arrear on 1 August each year, all subject to and in accordance with the Conditions.

This Note and the interest coupons relating hereto shall not be valid for any purpose until this Note has been authenticated for and on behalf of Deutsche Bank AG, London Branch as principal paying agent.

AS WITNESS the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

C.L.N. S.p.A.

By:
(duly authorised)

ISSUED as of 31 July 2015

AUTHENTICATED for and on behalf of
DEUTSCHE BANK AG, LONDON BRANCH
as principal paying agent without recourse, warranty
or liability

By:
(*duly authorised*)

[On the reverse of the Note:]

TERMS AND CONDITIONS

[As set out in Schedule 4]

[At the foot of the Terms and Conditions:]

PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

FURTHER INFORMATION RELATING TO THE ISSUER

[As set out in Schedule 1, Appendix D]

Form of Coupon

[On the face of the Coupon:]

C.L.N. S.p.A.

€100,000,000

4.70 per cent. Notes due 2022

This Coupon relates to a Note in denomination of €100,000.

Coupon for the amount of interest due on 1 August [2016 / 2017 / 2018 / 2019 / 2020 / 2021 / 2022]

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the paying agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

[On the reverse of the Coupon:]

Principal Paying Agent:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

SCHEDULE 4

Terms and Conditions of the Notes

The €100,000,000 4.70 per cent. Notes due 2022 (the "**Notes**", which expression includes any further notes issued pursuant to Condition 16 (*Further Issues*) and forming a single series therewith) of C.L.N. S.p.A. (the "**Issuer**") are constituted by a trust deed dated 31 July 2015 (as amended or supplemented from time to time, the "**Trust Deed**") between the Issuer and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed) and are the subject of a paying agency agreement dated 31 July 2015 (as amended or supplemented from time to time, the "**Agency Agreement**") between the Issuer, Deutsche Bank AG, London Branch as principal paying agent (in such capacity, the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Notes) and, together with any additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**") and the Trustee.

Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. The holders of the Notes (the "**Noteholders**") and the holders of the related interest coupons (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. Copies of the Trust Deed and the Agency Agreement are available for inspection by Noteholders and Couponholders during normal business hours at the registered office for the time being of the Trustee, being at the date of issue of the Notes Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and at the Specified Offices (as defined in the Agency Agreement) of each of the Paying Agents, the initial Specified Offices of which are set out below.

1. Definitions and Interpretation

(a) Definitions

In these Conditions:

"**Accounting Principles**" means IFRS or, if different, the accounting standards adopted by the Issuer from time to time for the purposes of preparing its audited consolidated annual financial statements;

"**acting in concert**" means, in relation to two or more Persons, any event or circumstances whereby, pursuant to an agreement, arrangement or understanding (whether formal or informal), such Persons co-operate, through the acquisition or holding of voting rights exercisable at a shareholders' or equivalent meeting of the Issuer by any of them, either directly or indirectly, for the purposes of obtaining or consolidating control of the Issuer;

"**Additional Rate of Interest**" means zero per cent. per annum or, in the event that the Net Debt-to-EBITDA Ratio falls within one of the ranges set out in column 1 of the table below (as certified by the Issuer to the Trustee and the Principal Paying Agent in the Compliance Certificate delivered immediately prior to the relevant Interest Payment Date) the applicable Additional Rate of Interest for such Interest Period shall be the corresponding amount set out in column 2 opposite the relevant Net Debt-to-EBITDA Ratio in the table below, *provided that* the Trustee and the Principal Paying Agent may rely on such certificate without further enquiry and without any liability to any person

Net Debt-to-EBITDA Ratio	Additional Rate of Interest per annum (in per cent.)
Equal to or greater than 3.375 : 1.0 but less than 3.625 : 1.0	0.25
Equal to or greater than 3.625 : 1.0 but less than 3.875 : 1.0	0.5
Equal to or greater than 3.875 : 1.0 but less than 4.125 : 1.0	0.75
Equal to or greater than 4.125 : 1.0 but less than 4.375 : 1.0	1.0
Equal to or greater than 4.375 : 1.0 but less than 4.625 : 1.0	1.25
Equal to or greater than 4.625 : 1.0 but less than 4.875 : 1.0	1.50
Equal to or greater than 4.875 : 1.0 but less than 5.125 : 1.0	1.75
Equal to or greater than 5.125 : 1.0 but less than 5.375 : 1.0	2.0
Equal to or greater than 5.375 : 1.0 but less than 5.625 : 1.0	2.25
Equal to or greater than 5.625 : 1.0 but less than 5.875 : 1.0	2.50
Equal to or greater than 5.875 : 1.0 but less than 6.125 : 1.0	2.75
Equal to or greater than 6.125 : 1.0 but less than 6.375 : 1.0	3.0
Equal to or greater than 6.375 : 1.0 but less than 6.625 : 1.0	3.25
Equal to or greater than 6.625 : 1.0 but less than 6.875 : 1.0	3.50
Equal to or greater than 6.875 : 1.0 but less than 7.125 : 1.0	3.75
Equal to or greater than 7.125 : 1.0 but less than 7.375 : 1.0	4.0
Equal to or greater than 7.375 : 1.0 but less than 7.625 : 1.0	4.25
Equal to or greater than 7.625 : 1.0 but less than 7.875 : 1.0	4.50
Equal to or greater than 7.875 : 1.0	4.70

and *provided further that*, (A) if the Issuer's EBITDA for the relevant Financial Period is a negative figure, such rate shall be the Maximum Additional Rate of Interest and (B) such rate shall in any event not exceed the Maximum Additional Rate of Interest;

"Business Day" means:

- (i) for the purposes of Condition 7(d) (*Redemption at the option of Noteholders upon a Change of Control*), a TARGET Settlement Day; or
- (ii) for any other purpose:
 - (A) 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; or
 - (B) in the case of payment by credit or transfer to a Euro account, a TARGET Settlement Day;

"Calculation Amount" means €100,000 in principal amount of Notes;

"Call Option Redemption Amount" means, in relation to any Notes, the higher of the following:

- (i) 100 per cent. of the principal amount of the Note; and
- (ii) as determined by the Reference Dealers, the sum of the present values of the remaining scheduled payments of principal and interest (not including any interest accrued on the Notes to, but excluding, the Call Option Redemption Date) discounted to the Call Option Redemption Date on an annual basis (based on the Day Count Fraction) at a rate equal to the Call Option Reference Rate plus 0.5 per cent.;

"Call Option Redemption Date" means the date specified for early redemption of the Notes in the notice given by the Issuer pursuant to Condition 7(c) (*Redemption of the Notes at the option of the Issuer*);

"Call Option Reference Date" means the date which is two Business Days prior to the dispatch of the notice of redemption to Noteholders under Condition 7(c) (*Redemption of the Notes at the option of the Issuer*);

"Call Option Reference Rate" means, with respect to the Reference Dealers and the Call Option Redemption Date, the average of the Mid-Market Annual Swap Rate as determined by the Reference Dealers at 11.00 a.m. London time, on the third Business Day in London preceding such Call Option Redemption Date quoted in writing to the Issuer by the Reference Dealers;

"Certification Date" means a date falling not later than 30 days after the approval by the Issuer's Board of Directors (or equivalent body) of the relevant consolidated financial statements and, in any event, no later than 180 days after the end of the Financial Period;

a **"Change of Control"** means any event or circumstance in which any Person or Persons acting in concert (in each case, other than one or more Permitted Holders) has or gains control of the Issuer;

"Change of Control Notice" means a notice from the Issuer to Noteholders describing the relevant Change of Control and indicating the start and end dates of the relevant Change of Control Notice Period and the Put Option Redemption Date;

“Change of Control Notice Period” means, in respect of any Change of Control, a period of 20 Business Days following the date on which the relevant Change of Control Notice is given to the Noteholders in accordance with Condition 17 (*Notices*);

“Compliance Certificate” means:

- (i) for all purposes other than a Permitted Reorganisation, a certificate of the Issuer duly signed by a director and the Chief Financial Officer of the Issuer, substantially in the form annexed to the Trust Deed, confirming as at the Certification Date:
 - (A) the number of shares held by Permitted Holders (as far as the Issuer is aware) and the percentage of the Issuer’s share capital (excluding treasury shares) represented by such shares;
 - (B) which of the Subsidiaries of the Issuer are Material Subsidiaries;
 - (C) that its audited consolidated financial statements in respect of the last Financial Period give a true and fair view of the financial condition of the Group as at the end of such Financial Period and of the results of its operations during such period;
 - (D) each of the Financial Ratios as at the relevant Determination Date or, as the case may be, for the relevant Financial Period, together with each of the corresponding Financial Ratio Components (as well as the items that make up those Financial Ratio Components, as set out in the definitions contained in these Conditions) and a statement confirming (1) the accuracy of the calculations of the Financial Ratios and (2) that the data on which such calculations are based have been correctly extracted from the audited consolidated financial statements referred to in (C) above;
 - (E) whether it is in compliance with the covenant contained in Condition 5(a) (*Compliance with ratios*), whether any Tolerance Threshold Event has occurred and whether such Tolerance Threshold Event constitutes a breach of Condition 5(b) (*Compliance with tolerance thresholds*); and
 - (F) in respect of the Net Debt-to-EBITDA Ratio as at the relevant Determination Date, the resulting Rate of Interest applicable for the next Interest Period;
- (ii) for the purposes of a Permitted Reorganisation of the Issuer, a certificate of the body corporate assuming the obligations of the Issuer as principal debtor in respect of the Notes (the **“Relevant Entity”**) duly signed by two directors or by a director and the Chief Financial Officer of the Relevant Entity, substantially in the form annexed to the Trust Deed, confirming as at the date of such certificate:
 - (A) in respect of the Financial Period to which the Issuer’s latest annual financial statements delivered to the Trustee pursuant to Condition 5(d) (*Delivery of financial information*) relate (the **“Relevant Financial Period”**), it has prepared pro forma consolidated financial data, containing sufficient detail to enable the Relevant Entity to issue the certificate, based on the assumption that the relevant transaction was completed at the end date of the Relevant Financial Period for balance sheet purposes and on the first day of the Relevant Financial Period for income statement purposes;
 - (B) such pro forma financial data (x) have been prepared in accordance with applicable rules and guidelines relating to pro forma financial statements,

(y) are correctly extracted from the historic financial statements (or, where necessary, the accounting records) of the Issuer and the Relevant Entity in respect of the Relevant Financial Period and (z) have been properly compiled and present fairly the information shown therein;

- (C) the assumptions used in the preparation of such pro forma financial data are reasonable and the adjustments applied to them are appropriate to give effect to the relevant transaction and all other relevant circumstances,
- (D) each of the pro forma Financial Ratios as at the relevant Determination Date or, as the case may be, for the relevant Financial Period, together with each of the corresponding pro forma Financial Ratio Components (as well as the items that make up those pro forma Financial Ratio Components, as set out in the definitions contained in these Conditions) and a statement confirming (1) the accuracy of the calculations of the pro forma Financial Ratios and (2) that the data on which such calculations are based have been correctly extracted from the pro forma financial data referred to in (A) above; and
- (E) on the basis of such pro forma financial data;
 - (1) its Financial Ratios are such as would have resulted in compliance with its obligations under Condition 5(a) (*Compliance with ratios*) and would not have resulted in a Tolerance Threshold Event that would constitute a breach under Condition 5(b) (*Compliance with tolerance thresholds*); and
 - (2) its Net Debt-to-EBITDA Ratio is such as would not have resulted in a greater Additional Rate of Interest for the Interest Period following the Relevant Financial Period.

“control” means, for all purposes in connection with Condition 7(d) (*Redemption at the option of Noteholders upon a Change of Control*):

- (i) the power (either directly or indirectly and whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a shareholders’ or equivalent meeting of such Person; or
 - (B) appoint or remove all or a majority of the members of its Board of Directors (or other equivalent body) of such Person; or
 - (C) give directions with respect to the operating and financial policies of such Person with which all or a majority of the members of its Board of Directors (or other equivalent body) of such Person are obliged to comply; or
- (ii) the ability to exercise dominant influence over such Person or a company controlling such Person, either directly or indirectly and whether by reason of voting rights at a shareholders’ or equivalent meeting or by virtue of contractual relationships,

and the expressions **“controlling”**, **“controlled”** and **“controlled by”** shall be construed accordingly;

“Day Count Fraction” means (i) the actual number of days in the period from and including the date from which interest begins to accrue (the **“Accrual Date”**) to but excluding the date

on which it falls due divided by (ii) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date;

"Determination Date" means the last day of the Issuer's financial year;

"EBITDA" means, in respect of any relevant Financial Period, the consolidated net profit of the Issuer and its Subsidiaries before minority interests for such period after adding back:

- (i) any depreciation or amortisation for such period;
- (ii) any amount related to the impairment of any non-current asset (including goodwill) during such period;
- (iii) any loss against book value incurred on the disposal of any non-current asset during such period;
- (iv) any charges or losses for such period (including but not limited to the restructuring costs), arising from events or transactions that are clearly distinct from the Group's ordinary activities and are therefore not expected to recur frequently or regularly, and are classified and/or disclosed as "non-recurring" in the Relevant Consolidated Financial Statements;
- (v) any loss arising from discontinued operations;
- (vi) any loss arising from investments accounted for at cost or using the equity method;
- (vii) financial charges or losses (including for the avoidance of doubt, fees and commissions payable under any finance document and potential losses related to interest rate hedging instruments and any other finance costs);
- (viii) any amount of tax on profits, gains or income during such period, including deferred taxes; and
- (ix) any realised or unrealised foreign exchange losses,

but after deducting:

- (i) any gain or financial income;
- (ii) any income for such period arising from events or transactions that are clearly distinct from the Group's ordinary activities and are therefore not expected to recur frequently or regularly, and are classified and/or disclosed as "non-recurring" in the Relevant Consolidated Financial Statements;
- (iii) any profit arising from discontinued operations;
- (iv) any profit arising from investments accounted for at cost or using the equity method;
- (v) any amount of credit in respect of tax on profits, gains or income during such period, including deferred taxes;
- (vi) any realised or unrealised foreign exchange gains;
- (vii) gain arising on revaluation of any asset during such period; and
- (viii) any gain over book value arising in favour of the Issuer and its Subsidiaries on the disposal of any non-current asset during such period,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining net income as recorded in the consolidated income statement

of the Issuer and as shown in or determined by reference to the Group's Relevant Consolidated Financial Statements;

"Equity" means the Issuer's consolidated total shareholders' equity, as shown in the Group's Relevant Consolidated Financial Statements;

"Event of Default" means any of the events set out in Condition 10 (*Events of Default*);

"Extraordinary Resolution" has the meaning given to it in the Trust Deed;

"Financial Period" means each period of 12 months ending on a Determination Date, the first such period being the 12-month period ending 31 December 2015;

"Financial Ratio Components" means:

- (i) in respect of each Financial Ratio, the two components making up such Financial Ratio; and
- (ii) collectively, the Issuer's Net Debt, EBITDA, Net Financial Expense, Equity, Total Subsidiary Debt and Total Assets, in each case as at the relevant Determination Date or, where applicable, for the relevant Financial Period;

"Financial Ratios" means the ratios set out in Condition 5(a) (*Compliance with Financial Ratios*);

"Fixed Coupon Amount" means, in relation to an Interest Period, for each amount representing the Calculation Amount, a proportion of that amount represented by:

- (i) for the Initial Interest Period, €4,712.88;
- (ii) for each subsequent Interest Period:
 - (A) €4,700.00; and
 - (B) an amount calculated by applying the Additional Rate of Interest (if any) to the Calculation Amount,

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

"IFRS" means International Financial Reporting Standards, as adopted by the European Union;

"Indebtedness" means any indebtedness (including principal and interest) of any Person for or in respect of financial liabilities, including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit, bill acceptance or bill endorsement or similar facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liabilities under leases or hire purchase contracts which would, in accordance with the Accounting Principles, be treated as finance leases;
- (iv) amounts due under any factoring, to the extent that such factoring is on a recourse basis;
- (v) any mandatory redemption obligations in respect of any class of capital of a Person that is preferred over any of its other equity interests as to payment of dividends or

any amount upon liquidation or dissolution of such Person, to the extent that such mandatory redemption payments fall due prior to the final maturity of the Notes; and

(vi) any other amounts classified as borrowings under Accounting Principles;

"Indebtedness for Borrowed Money" means any indebtedness (whether being principal, premium or interest) of any Person for or in respect of money borrowed or raised, including (without limitation) any indebtedness for or in respect of amounts raised under any transaction which has substantially the same commercial effect as borrowing;

"Independent Financial Adviser" means an independent financial institution of international and reputable standing appointed by the Issuer in good faith and at its own expense;

"Initial Interest Period" means the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date;

"Initial Rate of Interest" means 4.70 per cent. per annum;

"Interest Coverage Ratio" means the ratio of (i) EBITDA to (ii) Net Financial Expense, in each case for the Financial Period ending on the relevant Determination Date;

"Interest Payment Date" means 1 August in each year;

"Interest Period" means the Initial Interest Period and each subsequent period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date;

"Intermediate Holding Company" means a Subsidiary of the Issuer which itself has Subsidiaries;

"Issue Date" means 31 July 2015;

"Magnetto Family" means Aurora Magnetto (tax code: MGN RRA 47E70 L219K), Gabriele Perris Magnetto (tax code: PRR GRL 68H23 L219K) and Raffaella Perris Magnetto (tax code: PRR RFL69 L48 L219C), and any of their respective successors;

"Material Subsidiary" means, at any time, any Subsidiary of the Issuer which (consolidated with its own Subsidiaries, if any) accounts for at least 10 per cent. or more of the Group's EBITDA, consolidated revenues from sales and services or Total Assets and, for these purposes:

- (i) the Group's EBITDA, consolidated revenues from sales and services or Total Assets will be determined by reference to the Group's Relevant Consolidated Financial Statements; and
- (ii) the EBITDA, revenues from sales and services or total assets of each Subsidiary will be determined by reference to the annual financial statements (whether or not audited) of such Subsidiary and those of its own Subsidiaries (if any), in each case upon which the Relevant Consolidated Financial Statements have been based,

provided that: (A) if a Person has become a Subsidiary of the Issuer after the date on which the Relevant Consolidated Financial Statements have been prepared, the EBITDA, revenues from sales and services or total assets of that Subsidiary will be determined by reference to its latest annual financial statements (whether or not audited) and such financial statements will be consolidated if that Subsidiary itself has Subsidiaries; (B) the Relevant Consolidated Financial Statements and the corresponding financial statements of each relevant Subsidiary will be adjusted (where appropriate) to reflect fairly the EBITDA,

revenues from sales and services or total assets of, or represented by, any Person, business or assets subsequently acquired or disposed of; and (C) where an Intermediate Holding Company has one or more Subsidiaries at least one of which, under this definition, is a Material Subsidiary, then such Intermediate Holding Company will be deemed to be a Material Subsidiary;

"Maturity Date" means 1 August 2022;

"Maximum Additional Rate of Interest" means a rate of interest equal to the Initial Rate of Interest;

"Mid-Market Annual Swap Rate" means the arithmetic mean of the bid and offered rates for the annual fixed leg calculated on such Call Option Redemption Date on a 30/360 day count basis on a fixed-for-floating euro interest rate swap transaction maturing on the Maturity Date;

"Net Debt" means, as at the relevant Determination Date, the sum of the following items, calculated on a consolidated basis,

- (i) Total Debt; less
- (ii) available cash (*disponibilità finanziarie*) and cash equivalents (where **"cash equivalents"** means cash at banks and all assets that can be liquidated within three months); less
- (iii) any other financial assets represented by bonds with an investment grade rating, including any loan receivables due from members of the Group accounted for in the Issuer's consolidated financial statements using the equity method, with a maturity of up to 18 months, measured at amortised cost in accordance with the Accounting Principles, *provided that* the amount of such loan receivables, either individually or in the aggregate, shall not exceed the sum of €25,000,000,

in each case, as shown in, or determined by reference to, the Group's Relevant Consolidated Financial Statements;

"Net Debt-to-EBITDA Ratio" means the ratio of (i) Net Debt as at the relevant Determination Date to (ii) EBITDA for the Financial Period ending on the relevant Determination Date;

"Net Debt-to-Equity Ratio" means the ratio of (i) Net Debt to (ii) Equity as at the relevant Determination Date;

"Net Financial Expense" means, in respect of any relevant Financial Period, the consolidated net financial expenses of the Group for such period after adding (in the case of a loss or expenses) or deducting (in the case of a gain or income):

- (i) any exchange rate gain or loss;
- (ii) any interest income or expenses from employees benefit provisions; and
- (iii) any income or expenses from derivative instruments,

in each case, as shown in, or determined by reference to, the Group's Relevant Consolidated Financial Statements;

"Permitted Holders" means:

- (i) the members of the Magnetto Family;

- (ii) ArcelorMittal, société anonyme;
- (iii) Marubeni Itochu Steel Inc.;
- (iv) Marubeni Itochu Steel Europe GmbH; and
- (v) any Person directly or indirectly controlled by any of the foregoing;

"Permitted Reorganisation" means any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind or restructuring or other similar transaction, in each case whilst solvent:

- (i) in the case of a Material Subsidiary, whereby:
 - (A) for the purposes of Condition 10(h) (*Winding up, etc*), all or substantially all of the business, assets and/or undertaking of such Material Subsidiary; or
 - (B) for the purposes of Conditions 10(g) (*Cessation of business*), all or substantially all of the business that such Material Subsidiary ceases to carry on,

are transferred, sold, contributed or assigned to or otherwise vested in the Issuer and/or another Subsidiary of the Issuer;
- (ii) in the case of the Issuer, whereby all or substantially all of the Issuer's assets and undertaking are transferred, sold, contributed or assigned to or otherwise vested in a body corporate that is in good standing, validly organised and existing under the laws of the Republic of Italy and the following conditions are satisfied:
 - (A) such body corporate assumes the obligations of the Issuer under the Trust Deed and the Agency Agreement and as principal debtor in respect of the Notes by operation of law, failing which it enters into a supplemental trust deed, a supplemental agency agreement and such other documents (if any) as are necessary to give effect to the substitution of such body corporate for the Issuer (the **"Relevant Documents"**), in each case in a form acceptable to the Trustee;
 - (B) such body corporate continues to carry on all or substantially all of the business of the Issuer;
 - (C) such body corporate obtains opinions from legal advisers of recognised international standing as to matters of English and Italian law, in each case in a form acceptable to the Trustee, confirming that (1) the Notes, the Trust Deed, the Agency Agreement and (if applicable) the Relevant Documents represent legal, valid, binding and enforceable obligations of such body corporate and (2) all actions, conditions and things required to be taken, fulfilled and done to ensure that such is the case (including any necessary approvals, consents, filings and/or registrations) have been taken, fulfilled and done; or
 - (D) upon completion of the relevant transaction, such body corporate delivers to the Trustee a Compliance Certificate; or
- (iii) on terms previously approved by an Extraordinary Resolution of Noteholders;

"Permitted Security Interest" means:

- (i) any Security Interest arising by operation of law in the ordinary course of business of the Issuer or a Material Subsidiary, provided that such Security Interest is not (and does not become capable of being) enforced;
- (ii) any Security Interest created by a Person which becomes a Material Subsidiary after the Issue Date, where such Security Interest already exists at the time that Person becomes a Material Subsidiary *provided that* (A) such Security Interest was not created in connection with or in contemplation of that Person becoming a Material Subsidiary, (B) the aggregate principal amount of Relevant Indebtedness secured by such Security Interest is not increased and no additional assets become subject to such Security Interest, in both cases either in connection with or in contemplation of that Person becoming a Material Subsidiary or at any time thereafter; or
- (iii) any Security Interest (a **"New Security Interest"**) created in substitution for any existing Security Interest permitted under paragraph (ii) above (an **"Existing Security Interest"**), *provided that* (A) the principal amount secured by the New Security Interest does not at any time exceed the principal amount secured by the Existing Security Interest, and (B) other than by reason of general market trends beyond the control of the Issuer, the value of the assets over which the New Security Interest subsists does not at any time exceed the value of the assets over which the Existing Security Interest subsisted;

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Put Option Notice" means a notice from a Noteholder to the Issuer in a form obtainable from any Paying Agent and substantially in the form annexed to the Agency Agreement, stating that such Noteholder requires early redemption of all or some of its Notes pursuant to Condition 7(d) (*Redemption at the option of Noteholders upon a Change of Control*);

"Put Option Receipt" means a receipt issued by a Paying Agent to a Noteholder depositing a Put Option Notice, substantially in the form annexed to the Agency Agreement;

"Put Option Redemption Date" means, in respect of any Change of Control, the date specified in the relevant Change of Control Notice by the Issuer, being a date not earlier than five nor later than 10 Business Days after expiry of the Change of Control Notice Period;

"Rate of Interest" means:

- (i) for the Initial Interest Period, the Initial Rate of Interest;
- (ii) for each subsequent Interest Period, the sum of the Initial Interest Rate and any Additional Rate of Interest payable pursuant to Condition 6(a) (*Interest - Accrual*);

"Reference Dealers" means each of the four banks (that may include Morgan Stanley & Co. International plc) selected by an Independent Financial Adviser which are primary European interest rate swap dealers, and their respective successors, or market makers in pricing corporate bond issues or other markets most closely connected with the Mid-Market Annual Swap Rate;

"Relevant Consolidated Financial Statements" means, at any particular time, the Group's then latest audited consolidated annual financial statements;

"Relevant Date" means, in relation to any Note or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the holders of Notes in accordance with Condition 17 (*Notices*) that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, *provided that* payment is in fact made upon such presentation;

"Relevant Indebtedness" means any Indebtedness for Borrowed Money, whether present or future, which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange, over-the-counter or other organised market for securities;

"Reserved Matter" has the meaning given to it in the Trust Deed and includes any proposal to modify the Terms and Conditions of the Notes falling within the scope of Article 2415 of the Italian Civil Code (including any proposal to modify the maturity of the Notes or the dates on which interest is payable on them, to reduce or cancel the principal amount of, or interest on, the Notes, or to change the currency of payment of the Notes);

"Security Interest" means, without duplication;

- (i) any mortgage, charge, pledge, lien or other form of security interest; or
- (ii) any other preferential interest or arrangement or arrangement having a similar economic effect, excluding any right of set-off, but including any conditional sale or other title retention arrangement or any finance leases,

and including, without limitation, anything substantially analogous to any of the foregoing under the laws of any applicable jurisdiction;

"Subsidiary" means, in respect of the Issuer at any particular time, any *società controllata*, as defined in Article 2359 of the Italian Civil Code;

a **"Substantial Part"** of the Group's business means business representing 25 per cent. of the Group's EBITDA, consolidated revenues from sales and services or Total Assets; in each case as calculated at any particular time by reference to the Group's then latest audited consolidated financial statements;

"TARGET Settlement Day" means any day on which the TARGET System is open for the settlement of payments in euro;

"TARGET System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system (TARGET2);

"Tolerance Threshold Event" has the meaning given to it in Condition 5(b) (*Compliance with tolerance thresholds*);

"Total Assets" means, as at the relevant Determination Date, the amount of the Issuer's total assets, less the amount of all intangible assets, calculated on a consolidated basis and as shown in, or determined by reference to, the Group's Relevant Consolidated Financial Statements;

"Total Debt" means, as at the relevant Determination Date, the aggregate amount of all Indebtedness of the Group, calculated on a consolidated basis and as shown in, or determined by reference to, the Group's Relevant Consolidated Financial Statements;

"Total Subsidiary Debt" means, as at the relevant Determination Date, the aggregate amount of all Indebtedness of each Subsidiary excluding any Indebtedness with the Issuer or any other Subsidiary, as shown in, or determined by reference to, the annual financial statements of each such Subsidiary in respect of the Financial Period ending on such Determination Date; and

"Total Subsidiary Debt-to-Total Assets Ratio" means the ratio of (i) Total Subsidiary Debt to (ii) Total Assets as at the relevant Determination Date.

(b) **Interpretation**

In these Conditions:

- (i) **"outstanding"** has the meaning given to it in the Trust Deed;
- (ii) any reference 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 Condition 9 (*Taxation*); and
- (iii) any reference to the Notes includes (unless the context requires otherwise) any other securities issued pursuant to Condition 16 (*Further Issues*) and forming a single series with the Notes.

2. Form, Denomination and Title

The Notes are in bearer form in the denominations of €100,000 only with Coupons attached at the time of issue. Notes of one denomination will not be exchangeable for Notes of another denomination. Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of the Notes or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

3. Status

The Notes and the Coupons constitute direct, general, unconditional and, subject to the provisions of Condition 4 (*Negative pledge*), unsecured obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves and at least *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

4. Negative Pledge

So long as any Note remains outstanding, the Issuer shall not, and shall procure that none of its Material Subsidiaries will, create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure (i) any Relevant Indebtedness or (ii) any guarantee and/or indemnity in relation to any Relevant Indebtedness, without (a) at the same time or prior thereto securing the Notes and the Coupons equally and rateably therewith to the satisfaction of

the Trustee or (b) providing such other security, guarantee, indemnity or other arrangement for the Notes as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an Extraordinary Resolution of Noteholders.

5. Covenants

(a) Compliance with ratios

So long as any Note remains outstanding, the Issuer shall ensure that, as at each Determination Date or, as the case may be, for each Financial Period:

- (i) its Net Debt-to-EBITDA Ratio is no more than 4.875 to 1.0;
- (ii) its Interest Coverage Ratio is no less than 2.25 to 1.0;
- (iii) its Net Debt-to-Equity Ratio is no more than 2.6 to 1.0; and
- (iv) its Total Subsidiary Debt-to-Total Assets Ratio is no more than 1.0 to 5.0.

(b) Compliance with tolerance thresholds

By way of further covenant and without limiting the obligations of the Issuer under Condition 5(a) (*Compliance with ratios*), so long as any Note remains outstanding, if any of the following occurs (each such occurrence, a “**Tolerance Threshold Event**”) as at a Determination Date or, as the case may be, for a Financial Period:

- (i) its Net Debt-to-EBITDA Ratio is more than 3.75 to 1.0; or
- (ii) its Interest Coverage Ratio is less than 2.75 to 1.0; or
- (iii) its Net Debt-to-Equity Ratio is more than 2.0 to 1.0,

then the Issuer shall ensure that no further Tolerance Threshold Event occurs:

- (A) as at the Determination Date or for the Financial Period immediately following such Determination Date or Financial Period; and
- (B) on more than one instance as at any Determination Date or for any Financial Year following such Determination Date or Financial Period, it being understood that the occurrence of two non-consecutive Tolerance Threshold Events in the period from the Issue Date to the Maturity Date shall not constitute a breach of this Condition 5(b), whereas the occurrence of three non-consecutive Tolerance Threshold Events in the period from the Issue Date to the Maturity Date shall constitute a breach of this Condition 5(b).

(c) Certification

So long as any Note remains outstanding, the Financial Ratios shall be tested as at each Determination Date following approval by the Issuer’s Board of Directors (or equivalent body) of the Group’s consolidated annual financial statements, so that such ratios will be tested once in each financial year, in each case, as at the relevant Determination Date or based on the previous Financial Period (as the case may be), as evidenced by the relevant Compliance Certificate delivered pursuant to Condition 5(d) (*Delivery of financial information*) and for the first time in respect of the 12-month period ending 31 December 2015.

(d) ***Delivery of financial information***

So long as any Note remains outstanding, the Issuer shall, no later than the applicable Certification Date, deliver to the Trustee a copy of the Group's audited consolidated annual financial statements, in each case translated into English and ensure that each set of such financial statements is, without prejudice to Condition 5(e) (*Accounting policies*):

- (i) audited by independent auditors; and
- (ii) accompanied by a Compliance Certificate.

So long as any of the Notes remains outstanding, the Issuer shall, no later than the Certification Date: (i) make such financial statements available for inspection free of charge by any Noteholder or Couponholder on its website (www.gruppocln.com) and at its own registered office, together with such description of changes and adjustments and such other information referred to in Condition 5(e) (*Accounting policies*) as may be necessary; and (ii) make the accompanying Compliance Certificate for the relevant Financial Period available for inspection free of charge by any Noteholder at the Specified Office of each Paying Agent.

(e) ***Accounting policies***

The Issuer shall ensure that (i) the audited consolidated financial statements as at and for the year ended 31 December 2015 are prepared in accordance with IFRS and (ii) each set of financial statements in respect of any period after 31 December 2015 delivered pursuant to Condition 5(d) (*Delivery of financial information*) is prepared using accounting policies, practices and procedures consistent with those applied in the preparation of the immediately preceding consolidated annual financial statements of the Group unless such set of financial statements contains (i) a description of any changes in accounting policies, practices and procedures and (ii) sufficient information to make an accurate comparison between such financial statements and the previous financial statements, failing which the Issuer shall provide the Trustee and, for inspection by the Noteholders, each Paying Agent with such description and information.

(f) ***Reliance on certificates***

The Trust Deed provides that any certificate addressed to the Trustees and signed by two directors or by a director and the Chief Financial Officer of the Issuer as to the amount of any Financial Ratio or Financial Ratio Component or as to any other term or amount referred to in the Conditions or as to any of the Financial Ratios (or as to any other figure required for any other purpose in connection with the Conditions or the Trust Deed (unless expressly otherwise stated)) may, in the absence of manifest error, be relied upon by the Trustee (without liability to any person) and, if so relied upon, shall be conclusive and binding on the Issuer, the Noteholders and the Couponholders.

6. Interest

(a) ***Accrual***

The Notes bear interest from the Issue Date at the Rate of Interest (which shall, if applicable, include the Additional Rate of Interest pursuant to the paragraph below), payable annually in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). The first Interest Payment Date will be 1 August 2016.

In respect of each Interest Period after the Initial Interest Period, the Issuer shall pay additional interest on the Notes pursuant to Condition 6 at the Additional Rate of Interest if, as at the most recent Determination Date falling prior to the commencement of such Interest Period, the Net Debt-to-EBITDA Ratio is equal to or greater than 3.375 to 1.0. On 29 June each year, the Issuer will in any event give notice to Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* of the Additional Rate of Interest (if any) in respect of the next following Interest Period.

(b) **Cessation**

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 at such rate (both before and after judgment) until whichever is the earlier of (a) 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 (b) 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).

(c) **Fixed coupon and broken amounts**

The amount of interest payable on each Interest Payment Date shall be the Fixed Coupon Amount. If interest is required to be paid in respect of a Note on any other date, it shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and 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 denomination of such Note divided by the Calculation Amount.

7. Redemption and Purchase

(a) **Scheduled redemption**

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

(b) **Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their principal amount, together with interest accrued to the date fixed for redemption, if:

- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional

amounts if a payment in respect of the Notes were then due and (ii) unless, at the time such notice is given, such change or amendment remains in effect (or due to take effect).

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee:

- (A) 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
- (B) 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.

The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in (i) and (ii) above, in which event they shall be conclusive and binding on the Noteholders. Upon the giving of any such notice as is referred to in this Condition 7(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7(b).

(c) ***Redemption at the option of the Issuer***

Unless a Change of Control Notice has been given pursuant to Condition 7(d) (*Redemption at the option of Noteholders upon a Change of Control*), the Issuer may at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 17 (*Notices*) (which notice shall be irrevocable and shall specify the Call Option Redemption Date), redeem all, but not some only, of the Notes at their Call Option Redemption Amount, in each case together with interest accrued to (but excluding) the Call Option Redemption Date.

Any notice of redemption given under this Condition 7(c) will override any notice of redemption given (whether previously, on the same date or subsequently) under Condition 7(b) (*Redemption for taxation reasons*).

(d) ***Redemption at the option of Noteholders upon a Change of Control***

In the event of a Change of Control, each Noteholder may, during the Change of Control Notice Period, serve a Put Option Notice upon the Issuer. The Issuer will redeem in whole (but not in part) the Notes that are the subject of such Put Option Notice on the Put Option Redemption Date at their principal amount together with accrued interest from, and including, the preceding Interest Payment Date (or the Issue Date, if applicable) to, but excluding, the Put Option Redemption Date.

Promptly and in any event within ten Business Days from the Issuer becoming aware of the occurrence of a Change of Control, a Change of Control Notice shall be given by the Issuer to Noteholders in accordance with Condition 17 (*Notices*). For so long as the Notes are listed on a securities market of the Irish Stock Exchange and the rules of such exchange so require, the Issuer shall also notify the Irish Stock Exchange promptly of any such Change of Control, providing information equivalent to that required to be given in a Change of Control Notice under this Condition 7(d).

In order to exercise the option contained in this Condition 7(d), the holder of a Note must, on any Business Day during the Change of Control Notice Period, deposit with any Paying Agent such Note, together with all unmatured Coupons relating thereto and a duly completed Put Option Notice. The Paying Agent with which a Note is so deposited shall

deliver a duly completed Put Option Receipt for such Note to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 7(d), may be withdrawn, *provided, however, that* if, prior to the Put Option Redemption Date, any such Note becomes immediately due and payable or, upon due presentation of any such Note on the Put Option Redemption Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall give notification thereof to the depositing Noteholder in such manner and/or at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 7(d), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

(e) **No other redemption**

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 7(a) (*Scheduled Redemption*) to (d) (*Redemption at the option of Noteholders upon a Change of Control*) above.

(f) **Purchase**

The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured Coupons are purchased therewith. Such Notes may be held, reissued or resold or, at the option of the Issuer, surrendered to the relevant Paying Agent for cancellation.

(g) **Cancellation**

All Notes which are (i) purchased by or on behalf of the Issuer or any of its Subsidiaries and surrendered for cancellation or (ii) redeemed by the Issuer and, in each case, any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

8. Payments

(a) **Principal**

Payments of principal shall be made only against presentation and (*provided that* payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by Euro cheque drawn on, or 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.

(b) **Interest**

Payments of interest shall, subject to Condition 8(f) (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (*provided that* payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 8(a) (*Principal*) above.

(c) **Payments subject to fiscal laws**

Without prejudice to the provisions of Condition 9 (*Taxation*), all payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements. No commissions or expenses

shall be charged by or on behalf of the Issuer or any of its agents to the Noteholders or Couponholders in respect of such payments.

(d) ***Unmatured Coupons void***

Upon the due date for redemption of any Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Note is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(e) ***Payments on business days***

If the due date for payment of any amount in respect of any Note or Coupon is not a Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(f) ***Payments other than in respect of matured Coupons***

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States.

(g) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

9. Taxation

(a) ***Gross-up***

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Italy or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In the event that any such withholding or deduction is required to be made, the Issuer shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of the amounts which would otherwise have been receivable by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the Republic of Italy other than the mere holding of the Note or Coupon; or
- (ii) in relation to any payment or deduction of any principal, interest, premium or other proceeds of any Note or Coupon on account of *imposta sostitutiva*, pursuant to Italian Legislative Decree No. 239 of 1 April 1996 ("**Decree No. 239**") as amended and/or supplemented or any regulations implementing such Decree; or

- (iii) where such withholding or deduction is required to be made pursuant to European Council Directive 2003/48/EC of 3 June 2003 or European Council Directive 2014/48/EU of 24 March 2014 or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income (as amended or supplemented from time to time) or any law, or any treaty or agreement between one or more taxing jurisdictions, implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) by or on behalf of, a holder which (A) would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another available Paying Agent in a Member State of the European Union or (B) would have been entitled to avoid such withholding or deduction in respect of the Note or Coupon by making a declaration or any other statement to the relevant tax authorities, including, but not limited to, a declaration of residence or non-residence or other similar claim for exemption; or
- (v) in all circumstances in which the requirement to obtain an exemption from *imposta sostitutiva* under Decree No. 239 and related implementing rules have not been complied with, except where formalities have not been complied with due to the actions or omissions of the Issuer or its agents; or
- (vi) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days.

(b) ***Taxing jurisdiction***

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

10. Events of Default

If any of the following events occurs:

- (a) ***Non-payment:*** the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any interest in respect of the Notes within a period of seven days from the due date for payment thereof; or
- (b) ***Breach of other obligations:*** the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed, including (but not limited to) its obligations under Condition 5 (*Covenants*), and:
 - (i) such default is, in the opinion of the Trustee, incapable of remedy; or
 - (ii) such default is, in the opinion of the Trustee, capable of remedy but remains unremedied for 21 days after the Trustee has given written notice thereof to the Issuer; or
- (c) ***Cross-default of the Issuer or Material Subsidiary:***
 - (i) any Indebtedness for Borrowed Money of the Issuer or any of its Material Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;

- (ii) any such Indebtedness for Borrowed Money becomes due and payable prior to its stated maturity by reason of default (however described); or
- (iii) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money,

provided that the amount of Indebtedness for Borrowed Money referred to in sub-paragraph (i), and/or (ii) above and/or the amount payable under any guarantee and/or indemnity referred to in sub-paragraph (iii) above individually or in the aggregate exceeds €15,000,000 (or its equivalent in any other currency or currencies); or

- (d) **Unsatisfied judgment:** one or more judgment(s) or order(s) for the payment of any amount in excess of €15,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer or any of its Material Subsidiaries and continue(s) unsatisfied and unstayed for a period of 60 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (e) **Security enforced:** a secured party takes possession of, or a receiver, manager or other similar officer is appointed (or application for any such appointment is made and is not dismissed within 60 days) in respect of all or a substantial part of the undertaking, assets and revenues of the Issuer or any of its Material Subsidiaries, or a distress, execution, attachment, sequestration or other process is levied, enforced upon or put in force against all or a substantial part of the undertaking, assets and revenues of the Issuer or any of its Material Subsidiaries; or
- (f) **Insolvency, etc:** (i) the Issuer or any of its Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator, liquidator or other similar officer is appointed in respect of the Issuer or any of its Material Subsidiaries or the whole or any substantial part of the undertaking, assets and revenues of the Issuer or any of its Material Subsidiaries (or application for any such appointment is made and is not dismissed within 60 days), otherwise than for the purposes of, or pursuant to, a Permitted Reorganisation, (iii) the Issuer or any of its Material Subsidiaries takes any action for a general readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or any class of its creditors, or (iv) the Issuer or any of its Material Subsidiaries declares or proposes a moratorium in respect of any of its Indebtedness for Borrowed Money or any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money;
- (g) **Cessation of business:** the Issuer or the Group ceases or threatens to cease to carry on all or a Substantial Part of its business (otherwise than for the purposes of, or pursuant to, a Permitted Reorganisation);
- (h) **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 (otherwise than for the purposes of, or pursuant to, a Permitted Reorganisation); or
- (i) **Analogous event:** any event occurs which under the laws of the Republic of Italy has an analogous effect to any of the events referred to in paragraphs (d) (*Unsatisfied judgment*) to (h) (*Winding up, etc.*) above; or

- (j) **Unlawfulness:** it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Trust Deed or the Agency Agreement or any such obligations cease or will cease to be legal, valid, binding and enforceable,

then the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter of the aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified or provided with security or prefunded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality.

11. Prescription

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

12. Replacement of Notes and Coupons

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Paying Agent may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

13. Trustee and Paying Agents

Under the Trust Deed, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence for individual holders of Notes or Coupons including as a result of such holders being connected in any way with a particular territory or taxing jurisdiction.

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and (to the extent provided thereunder) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The Issuer reserves the right (with the approval of the Trustee) at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor principal paying agent and additional or successor paying agents, *provided, however, that* the Issuer shall at all times maintain (a) a principal paying agent, (b) for so long as the Notes are listed on the Irish Stock Exchange and it is a requirement of applicable laws and regulations, a paying agent in the Republic of Ireland (c) a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC and (d) a paying agent in a jurisdiction within the European Union other than the Republic of Italy or (if different) the jurisdiction(s) to which the Issuer is subject for the purpose of Condition 9(b) (*Taxing jurisdiction*).

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

14. Meetings of Noteholders; Noteholders' Representative; Modification and Waiver

(a) Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including, *inter alia*, the modification or substitution by Extraordinary Resolution of the Notes or the modification or abrogation of any of the provisions of the Trust Deed. Such provisions are subject to compliance with mandatory laws, legislation, rules and regulations of Italy applicable to the Issuer from time to time and, where applicable Italian law so requires, the Issuer's By-laws, including any amendment, restatement or re-enactment of such laws, legislation, rules and regulations (or, where applicable, the Issuer's By-laws) taking effect at any time on or after the Issue Date.

Subject to the above:

- (i) any such meeting may be convened by the Board of Directors of the Issuer, the Noteholders' Representative (as defined below) or the Trustee at their discretion and, in any event, upon a request in writing by Noteholder(s) holding not less than one-twentieth of the aggregate principal amount of the outstanding Notes;
- (ii) any such meeting will be validly convened if there are one or more persons present being or representing Noteholders holding at least two thirds of the aggregate principal amount of the outstanding Notes; and
- (iii) the majority required to pass an Extraordinary Resolution at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing not less than two thirds of the aggregate principal amount of the outstanding Notes.

An Extraordinary Resolution duly passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders and irrespective of whether they cast their vote or of how their vote was cast at such meeting.

(b) Noteholders' Representative

Pursuant to Articles 2415 and 2417 of the Italian Civil Code, a representative of the Noteholders (*rappresentante comune* or "**Noteholders' Representative**") is appointed, *inter alia*, to represent the interests of 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 Article 2418 of the Italian Civil Code.

(c) Modification and waiver

The Trust Deed contains provisions according to which the Trustee may concur with the Issuer, without the consent of the Noteholders or Couponholders, to agree to any modification of these Conditions, the Agency Agreement or the Trust Deed (other than in respect of a Reserved Matter) which, in the opinion of the Trustee: (i) will not be materially prejudicial to the interests of the Noteholders; (ii) is of a formal, minor or technical nature; or (iii) is to correct a manifest or proven error. In addition, the parties to the Trust Deed may agree, without the consent of the Noteholders or Couponholders, to modify any provision

thereof in order to comply with mandatory laws, legislation, rules and regulations of the Republic of Italy applicable to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution.

Furthermore, the Trustee may, without the consent of the Noteholders or Couponholders, authorise or waive any breach or proposed breach of the Notes or the Coupons or the Trust Deed or determine that any Event of Default shall not be treated as such (other than a breach or proposed breach relating to a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders as soon as practicable thereafter.

(d) **Entitlement of the Trustee**

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences (including but not limited to tax consequences) of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

15. Enforcement

The Trustee may at any time, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes, but it shall not be bound to do so unless:

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

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

16. Further Issues

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes. The Issuer may from time to time, with the consent of the Trustee, create and issue other series of notes having the benefit of the Trust Deed.

17. Notices

Notices to the Noteholders shall be valid if published in a reputable leading English language daily newspaper published in London with an international circulation and, for so long as the Notes are admitted to trading on a securities market of the Irish 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 Ireland or on the website of the Irish Stock Exchange (www.ise.ie) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of first publication.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

18. Currency Indemnity

If any sum due from the Issuer in respect of the Trust Deed, the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under the Trust Deed or these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Trust Deed, the Notes or the Coupons, the Issuer shall indemnify the Trustee and each Noteholder against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which the recipient of any such payment may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

19. Governing Law and Jurisdiction

(a) 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 English law. Conditions 14(a) (*Meetings of Noteholders*) and (b) (*Noteholders' Representative*) and the provisions of the Trust Deed concerning the meetings of Noteholders are subject to compliance with mandatory provisions of Italian law.

(b) Jurisdiction

The Issuer has in the Trust Deed:

- (i) agreed for the benefit of the Trustee and the Noteholders that the courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes (including any non-contractual obligations arising out of or in connection with the Notes);
- (ii) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary;
- (iii) designated a Person in England to accept service of any process on its behalf; and
- (iv) consented to the enforcement of any judgment.

(c) Proceedings outside England

The Trust Deed also states that, to the extent allowed by law, the Trustee or any of the Noteholders may take (i) proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction and (ii) concurrent Proceedings in any number of jurisdictions.

(d) Process agent

The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by

being delivered to Hackwood Secretaries Limited at One Silk Street, London EC2Y 8HQ 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. 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.

SCHEDULE 5

Provisions for Meetings of the Noteholders

1. DEFINITIONS

Unless otherwise provided in this Schedule, any capitalised term shall have the meaning attributed to it in the Conditions.

In this Schedule, the following expressions have the following meanings unless the context otherwise requires and subject to any mandatory provisions of Italian law, including (without limitation) those set out in the TUF (as defined below) and, to the extent applicable, the Issuer's By-laws (*statuto*) in force from time to time:

"Chairman" means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 6 (*Chairman*);

"Eligible Voter" means (if the Notes are in definitive form) the holder of the relevant Notes or (if the Notes are represented by a Global Note) the person in whose account with the relevant ICSD the interest in the relevant Note is held as shown in the records of such ICSD at close of business on the seventh Stock Exchange Day prior to the date fixed for the Initial Meeting, or, where applicable, any New Meeting, in accordance with Article 83-sexies of the TUF;

"Extraordinary Resolution" means a resolution passed by the number of Voters specified in paragraph 8 (*Voting Majority*) at a Meeting duly convened and held in accordance with this Schedule;

"Initial Meeting" means any Meeting other than a New Meeting;

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

"New Meeting" means any Meeting resumed after adjournment for want of quorum of a previous Meeting;

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

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

- (a) any such person whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by close of business on the second Stock Exchange Day before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum who (i) was not originally appointed to vote at any subsequent New Meeting and (ii) has not been re-appointed at any such New Meeting;
- (c) any such person who at the time of the Meeting is (i) a member of any management or supervisory board (including directors and statutory auditors

(*Sindaci*) of the Issuer or any of its Subsidiaries or (ii) an employee of the Issuer or any of its Subsidiaries;

(d) the Issuer or any of the Subsidiaries of the Issuer,

provided, however, that no single Proxy may attend or vote on behalf of more than such number of Noteholders at any Meeting as would exceed the limits specified in Article 2372 of the Italian Civil Code;

"Reserved Matter" means any proposal to amend the Terms and Conditions of the Notes in accordance with Article 2415, paragraph 1, point (2) of the Italian Civil Code, including any proposal:

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to reduce the rate or rates of interest in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;
- (b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;
- (c) to change the currency in which amounts due in respect of the Notes are payable;
- (d) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution, *provided that* a change made to comply with mandatory laws, legislation, rules and regulations of Italy and (where such laws, legislation, rules and regulations so require or permit) the Issuer's By-laws (*statuto*) applicable to the convening of Meetings, quorums and the majorities required to pass an Extraordinary Resolution and entered into force at any time while the Notes remain outstanding does not constitute a Reserved Matter for the purpose of this definition; or
- (e) to amend this definition;

"Stock Exchange Day" means a day which is a trading day on the regulated market of the Irish Stock Exchange;

"TUF" means Italian Legislative Decree No. 58 of 24 February 1998, otherwise known as the *Testo Unico della Finanza*;

"Voter" means, in relation to any Meeting, the person identified in the Voting Certificate, any Proxy or any bearer of a Definitive Note;

"Voting Certificate" means, in relation to any Meeting, a dated certificate in the English language (together with, if required by applicable Italian law, a translation thereof into Italian) issued either:

- (a) by a holder of an account with the relevant ICSD through which interests in the Notes are held; or
- (b) by a Paying Agent on behalf of the relevant ICSD on the instructions given to such ICSD by or on behalf of an Eligible Voter; or
- (c) (if the Notes are in definitive form) by a Paying Agent, upon request of the relevant holder of the Note(s) who have deposited such Note(s) with the Paying Agent,

setting out the aggregate principal amount of the Notes in respect of which the certificate is issued and stating the name of (and document of identification to be provided by) the Eligible Voter and in which it is stated that the person identified therein is entitled to attend, including by way of Proxy, in respect of the Notes and vote at the Meeting and any other information required in accordance with the Notice of Call (as defined below); and

"Voting Instruction" means, in relation to any Meeting, a document in the English language issued by a Paying Agent in respect of one or more Eligible Voters:

- (a) certifying that each such Eligible Voter, the Proxy or a duly authorised person on its behalf has instructed the relevant Paying Agent that the votes attributable to such Notes are to be cast in a particular way on each resolutions to be put to the Meeting;
- (b) setting out the aggregate principal amount, the total number and (if in definitive form) the certificate numbers of the Notes in respect of which instructions have been given, distinguishing in relation to each resolution whether to vote for or against such resolution; and
- (c) authorising a named individual or individuals to vote in respect of the Notes in accordance with such instructions.

2. **ISSUE OF VOTING CERTIFICATES AND VOTING INSTRUCTIONS**

Any Eligible Voter may obtain a Voting Certificate from the relevant holder of an account with the relevant ICSD or may obtain a Voting Certificate from the Paying Agent or require any Paying Agent to issue a Voting Instruction not later than:

- (a) close of business on the fifth Stock Exchange Day before the date fixed for the relevant Meeting; or
- (b) any different time before the date fixed for the relevant Meeting which may be specified under any applicable law (including, without limitation, any applicable provision of the TUF),

by depositing such Note with a Paying Agent (if the Notes are in definitive form) or by making appropriate arrangements with the ICSDs in accordance with their procedures (if the Notes are represented by Global Notes).

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

Voting Certificates shall be prepared by the Paying Agent on the basis of the relevant book-entries as at the end of the accounting day of the seventh Stock Exchange Day prior to the date of each Meeting, in each case to the extent required by any applicable law (including, without limitation, the TUF).

3. **VALIDITY OF VOTING CERTIFICATES AND VOTING INSTRUCTIONS**

Any Voting Certificates and Voting Instructions shall be valid only if deposited at the specified office of a Paying Agent, or at such other place as may be approved by the Trustee, no later than close of business on the second Stock Exchange Day before the time fixed for the relevant Meeting or as the Chairman decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Voting

Instruction and of each Voting Certificate and satisfactory proof of the identity of each Proxy named in the Voting Instruction shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Voting Instruction or of any Voting Certificate or the authority of any Proxy.

Notwithstanding the above, any Voting Certificates and Voting Instructions shall be valid if notified to the Issuer by close of business on the second Stock Exchange Day before the date fixed for the relevant Meeting or (if so provided under applicable laws and regulations) at any time before the Meeting in a manner considered acceptable by the Issuer, the relevant ICSD or the Paying Agent, as applicable.

4. **CONVENING OF MEETING**

Subject to mandatory provisions of Italian law and (if applicable) the Issuer's By-laws (*statuto*) in force from time to time, the board of directors of the Issuer, the Noteholders' Representative or the Trustee may convene a Meeting at any time at their discretion and shall be obliged to do so (subject, in the case of the Trustee, to its being indemnified and/or prefunded to its satisfaction) upon request in writing of the Noteholders holding not less than one twentieth of the aggregate principal amount of the outstanding Notes.

If the board of directors or the Noteholders' Representative fails to convene such a meeting following such request, the meeting may be convened by a decision of the competent court upon request by such Noteholders.

Every such meeting shall be held on a date and at such time and place approved by the Trustee, subject to compliance with applicable provisions of Italian law and the Issuer's By-laws.

5. **NOTICE**

At least 8 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given in such a manner (if any) required from time to time by applicable Italian laws and/or the Issuer's By-laws (*statuto*) and such notice shall be given to the Noteholders (in accordance with Condition 17 (*Notices*) as amended, if applicable, by the relevant Global Note)) and the Paying Agents (with a copy to the Issuer) and to the Noteholders' Representative and the Trustee (the "**Notice of Call**"). The Notice of Call shall set out the full text of any resolutions to be proposed and shall specify the requirements to be complied with for the purpose of obtaining Voting Certificates or appointing Proxies (including any requirements of the relevant ICSDs) not later than the number of days provided for under Italian law and (if applicable) the By-laws (*statuto*) of the Issuer, *provided, however, that* Noteholders will only be required to deposit Notes held by them prior to the Meeting if Italian law or the By-laws (*statuto*) of the Issuer so require. Unless the Meeting is convened by the Issuer, a copy of the Notice of Call shall be delivered to the Issuer on the same date as publication. The first resolution to be proposed to the Noteholders at any Meeting shall be a proposal to authorise the Issuer and/or the Trustee and, if required by the Trustee or the Issuer, the financial advisers of the Issuer and the Trustee and the legal counsel to the Issuer and the Trustee to attend and speak at any such Meeting. The Notice of Call may also specify the date of any New Meeting following adjournment for a want of quorum.

If the Notes are represented by a Global Note, the Notice of Call shall include a statement specifying that those shown to be holders of Notes in the records of either the ICSDs or

holders of accounts with the ICSDs only after the seventh Stock Exchange Day prior to the date fixed for the Initial Meeting shall not have the right to attend and vote at the relevant meeting.

6. **CHAIRMAN**

Subject to mandatory provisions of Italian law, the Chairman (who may, but need not, be a Noteholder) will be the person appointed in accordance with the Issuer's By-laws (*statuto*) or, if the Issuer's By-laws (*statuto*) do not contain any provisions to such effect, shall be elected by the Meeting. Where the Meeting has elected the Chairman at an Initial Meeting, such person need not be the same person as the Chairman at any New Meeting.

7. **QUORUM**

In accordance with the laws and legislation applicable to the Issuer, a Meeting shall be validly held if, both on first and second call, there are one or more persons present being or representing Noteholders holding at least two thirds of the aggregate principal amount of the outstanding Notes, *provided that*, to the extent permitted under applicable provisions of Italian law, the Issuer's By-laws (*statuto*) may in each case provide for higher quorums.

8. **VOTING MAJORITY**

The majority required to pass an Extraordinary Resolution will be, both on first and second call, one or more persons holding or representing not less than two thirds of the aggregate principal amount of the outstanding Notes, *provided that* the Issuer's By-laws (*statuto*) may in each case (to the extent permitted under applicable Italian law) provide for higher majorities.

9. **ADJOURNMENT FOR WANT OF QUORUM**

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then it shall be adjourned for such period which shall be:

- (a) where specified in the Notice of Call of the Initial Meeting, not less than one day and not more than 30 days following the date of the Initial Meeting; or
- (b) in all other cases, not more than 30 days following the date of the Initial Meeting.

10. **NEW MEETING**

The Chairman may, with the consent of (and shall if so directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any Meeting so adjourned except business which might lawfully have been transacted at the Meeting from which the adjournment took place, *provided however that* no Meeting may be adjourned more than twice for want of quorum unless Italian law and the Issuer's By-laws provide otherwise.

11. **NOTICE FOLLOWING ADJOURNMENT**

Paragraph 5 (*Notice*) shall apply to any New Meeting save that:

- (a) where the Notice of Call of the Initial Meeting specifies the date for a New Meeting, no further notice need be given to Noteholders; and

- (b) where a further notice to Noteholders is required, eight days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient, provided that the resolutions to be proposed in the Meeting are not modified.

If further notice is given to the Noteholders such notice shall set out the quorum requirements which will apply when the Meeting resumes. It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

12. PARTICIPATION

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) the Noteholders' Representative;
- (c) any Director or Statutory Auditor (*sindaco*) of the Issuer; and
- (d) any other person approved by the Meeting, including representatives of the Issuer and the Trustee, the financial advisers of the Issuer and the Trustee and the legal counsel to the Issuer and the Trustee.

13. METHOD OF VOTING

Each question submitted to a Meeting shall be decided:

- (a) by a show of hands;
- (b) in any manner directed by the Chairman; or
- (c) by a poll,

provided, however, that one or more Voters or the Noteholders' Representative may require that such question be decided in any other manner and *provided, further, that* the manner directed by the Chairman or required by one or more Voters or the Noteholders' Representative is reasonably practicable and will produce a clear and incontrovertible result.

14. VOTES

Every Voter shall have one vote in respect of each €100,000 in aggregate principal amount of the outstanding Note(s) represented or held by such Voter. Unless the terms of any Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way.

15. VALIDITY OF VOTES BY PROXIES

Any vote by a Proxy in accordance with the relevant Voting Instruction shall be valid even if such Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, *provided that* none of the Paying Agent or the Issuer or the Trustee or the Chairman has been notified in writing of such amendment or revocation by no later than close of business on the second Stock Exchange Day before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Voting Instruction in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment, *provided, however, that*, unless such appointment specifies otherwise, no such appointment of a Proxy in relation to a Meeting originally convened

which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed and any person appointed to vote at such a Meeting must be re-appointed under a further Voting Instruction to vote at the Meeting when it is resumed.

16. **POWERS**

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

- (a) to approve any Reserved Matter;
- (b) to sanction any proposal by the Issuer or the Trustee for any modification, abrogation, variation or compromise of any provisions of this Trust Deed or the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes, save to correct a manifest error, of formal, minor or technical nature or not materially prejudicial to the interest of the Noteholders;
- (c) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or the Trust Deed or any act or omission which might otherwise constitute an Event of Default under the Notes;
- (d) to direct the Trustee to institute such proceedings or take any other action as it thinks fit to enforce its rights under or in respect of this Trust Deed or the Notes;
- (e) to consider any proposal for an administration order (*amministrazione controllata*) or a composition with creditors (*concordato*) in respect of the Issuer;
- (f) to remove any Trustee or approve the appointment of a new Trustee;
- (g) to authorise the Trustee, the Paying Agent, the Noteholders' Representative or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- (h) to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed or the Notes;
- (i) to give any other authorisation or approval which, under this Trust Deed or the Notes, is required to be given by an Extraordinary Resolution;
- (j) to appoint or revoke the appointment of a Noteholders' Representative;
- (k) to approve the setting up of a fund for the purposes of representing the interests of Noteholders and any arrangements for the preparation of accounts in respect of such fund; and
- (l) to consider any other matter of common interest to Noteholders.

17. **EXTRAORDINARY RESOLUTION BINDS ALL HOLDERS**

Any Extraordinary Resolution shall be binding upon all Noteholders and holders of Coupons whether or not present at such Meeting and irrespective of whether they cast their vote or of how their vote was cast at such Meeting (provided that their vote was cast in accordance with these provisions) and each of the Noteholders and holders of Coupons shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders in accordance with Condition 17 (*Notices*) and to the Paying Agents (with a copy to the Issuer and the Trustee) within 14 days of the conclusion of the Meeting.

18. MINUTES

Minutes shall be drawn up by a notary public of all resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be prima facie evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted. The minutes shall be held in the minute book of meetings of Noteholders (*libro delle adunanze e delle deliberazioni delle assemblee degli obbligazionisti*) and be registered by the notary public who drew up the relevant minutes at the local companies' registry (*registro delle imprese*) of the Issuer.

18 COMPLIANCE WITH APPLICABLE LAW

All the provisions set out in this Schedule 5 are subject to compliance with the laws, legislation, rules and regulations of the Republic of Italy in force from time to time, including (where such laws, legislation, rules and regulations so require or permit), the Issuer's By-laws (*statuto*) and in the case of any discrepancy between provisions set out in this Schedule and any such laws, legislation, rules and regulations of the Republic of Italy in force from time to time, the latter shall prevail. Such provisions shall be deemed to be amended, replaced and/or supplemented to the extent that such laws, legislation, rules and regulations (and, where applicable, the Issuer's By-laws (*statuto*)) are amended, replaced and/or supplemented at any time while the Notes remain outstanding. In addition, and for the avoidance of doubt, the provisions of the laws, legislation, rules and regulations of the Republic of Italy in force from time to time, including (where such laws, legislation, rules and regulations so require or permit), the Issuer's By-laws (*statuto*) shall be deemed to apply to any aspects relating to the meetings of the Noteholders which are not expressly regulated herein.

SCHEDULE 6
Form of Compliance Certificate

Part A
Annual Compliance Certificate

To: Deutsche Trustee Company Limited
Winchester House
1 Great Winchester House
London EC2N 2DB
United Kingdom

[Date] 20[•]

€100,000,000
4.70 per cent. Notes due 2022

COMPLIANCE CERTIFICATE

We refer to the terms and conditions (the “**Conditions**”) relating to the notes described above (the “**Notes**”). Capitalised terms used in this letter but not otherwise defined have the meanings given to them in the Conditions.

Pursuant to Condition 5(c) (*Certification*), we, C.L.N. S.p.A., hereby certify as follows:

1. the number of shares held by Permitted Holders (as far as we are aware) is *[number]* and the percentage of our share capital (excluding treasury shares) represented by such shares is *[percentage]*;
2. [as at the date hereof, the following Subsidiaries of ours are Material Subsidiaries:
[list Material Subsidiaries]].
3. our audited consolidated financial statements as at and for the year ended 31 December *[previous year]* give a true and fair view of the financial condition of the Group as at 31 December *[previous year]* and of the results of its operations for the year then ended;
4. as shown in, or determined by reference to, our audited consolidated annual financial statements as at and for the year ended 31 December *[previous year]*, our Financial Ratio Components were as follows:
 - (a) Net Debt was €*[amount]* and was made up of the following items:
[Set out the items numbered (i) to (iii) in the definition of “Net Debt” in the Conditions, together with corresponding amounts]
 - (b) EBITDA was €*[amount]* and was made up of the following items:
[Set out consolidated net profit of the Issuer and its Subsidiaries before minority interests, the items numbered (i) to (ix) to be added back and the items numbered (i) to (viii) to be deducted, in each case as shown in the definition of “EBITDA” in the Conditions, together with corresponding amounts]
 - (c) Net Financial Expense was €*[amount]* and was made up of the following items:

[Set out consolidated net financial expenses of the Group and the items (to be deducted or added, as applicable) numbered (i) to (iii) in the definition of "Net Financial Expense" in the Conditions, together with corresponding amounts]

- (d) Equity was €[amount];
- (e) Total Subsidiary Debt was €[amount] and was made up of the following items:
 - aggregate amount of all Indebtedness of Subsidiaries €[amount]
 - less
 - aggregate amount of Indebtedness of Subsidiaries with the Issuer or other Subsidiaries: €[amount]
 - and
- (f) Total Assets were €[amount] and were made up of the following items:
 - total assets €[amount]
 - less
 - intangible assets: €[amount]

5. accordingly, our Financial Ratios as at and for the year ended 31 December [previous year] are as follows:

- (a) our Net Debt-to-EBITDA Ratio is [amount] to 1.0;
- (b) our Interest Coverage Ratio is [amount] to 1.0;
- (c) our Net Debt-to-Equity Ratio is [amount] to 1.0; and
- (d) our Total Subsidiary Debt-to-Total Assets Ratio is 1.0 to [amount]; and

6. the calculations of the Financial Ratios shown above are accurate and the data on which such calculations are based have been correctly extracted from our audited consolidated financial statements as at and for the year ended 31 December [previous year];

7. by reason of the data set out above:

- (a) we [are / are not] in compliance with our obligations under Condition 5(a) (*Compliance with ratios*);
- (b) [no / a] Tolerance Threshold Event has occurred [and constitutes / but does not constitute] a breach of Condition 5(b) (*Compliance with tolerance thresholds*); and
- (c) the Rate of Interest applicable for the next Interest Period will be [percentage].

Yours faithfully

.....
[Name]
Director

.....
[Name]
Chief Financial Officer

for and on behalf of
C.L.N. S.p.A.

Part B
Compliance Certificate for Permitted Reorganisation

To: Deutsche Trustee Company Limited
Winchester House
1 Great Winchester House
London EC2N 2DB
United Kingdom

[Date] 20[●]

€100,000,000
4.70 per cent. Notes due 2022

COMPLIANCE CERTIFICATE

We refer to the terms and conditions (the “**Conditions**”) relating to the notes described above (the “**Notes**”). Capitalised terms used in this letter but not otherwise defined have the meanings given to them in the Conditions.

Pursuant to the Conditions, we, [*Name of Surviving Entity*], hereby certify as follows:

1. on [*date*], C.L.N. S.p.A. (the “**Issuer**”) entered into a [*name transaction, e.g. “merger by incorporation”*] (the “**Transaction**”) by which [*briefly describe effect of transaction*];
2. following the Transaction, we have assumed liability as principal debtor in respect of the Notes;
3. in respect of the year ended 31 December [*previous year*] (the “**Financial Period**”), we have prepared pro forma consolidated financial data, based on the assumption that the Transaction was completed at the end date of the Financial Period for balance sheet purposes and on the first day of the Financial Period for income statement purposes;
4. such pro forma consolidated financial data:
 - (a) have been prepared in sufficient detail to enable us to issue this certificate;
 - (b) have been prepared in accordance with applicable rules and guidelines relating to pro forma financial statements,
 - (c) are correctly extracted from our historic financial statements (or, where necessary, our accounting records) and those of the Issuer in respect of the Financial Period; and
 - (d) have been properly compiled and present fairly the information shown therein;
5. the assumptions used in the preparation of such pro forma consolidated financial data are reasonable and the adjustments applied to them are appropriate to give effect to the Transaction and all other relevant circumstances;
6. on the basis of such pro forma financial data, our pro forma Financial Ratio Components as at [*Financial Period end date*] and for the [*Financial Period*] were:

- (a) pro forma Net Debt was €[amount] and was made up of the following items:
 [Set out the items numbered (i) to (iii) in the definition of “Net Debt” in the Conditions, together with corresponding amounts]
- (b) pro forma EBITDA was €[amount] and was made up of the following items:
 [Set out consolidated net profit of the Issuer and its Subsidiaries before minority interests, the items numbered (i) to (ix) to be added back and the items numbered (i) to (viii) to be deducted, in each case as shown in the definition of “EBITDA” in the Conditions, together with corresponding amounts]
- (c) pro forma Net Financial Expense was €[amount] and was made up of the following items:
 [Set out consolidated net financial expenses of the Group and the items (to be deducted or added, as applicable) numbered (i) to (iii) in the definition of “Net Financial Expense” in the Conditions, together with corresponding amounts]
- (d) pro forma Equity was €[amount];
- (e) pro forma Total Subsidiary Debt was €[amount] and was made up of the following items:
- aggregate amount of all Indebtedness of Subsidiaries €[amount]
 - less
 - aggregate amount of Indebtedness of Subsidiaries with the Issuer or other Subsidiaries: €[amount]
 - and
- (f) pro forma Total Assets were €[amount] and were made up of the following items:
- total assets €[amount]
 - less
 - intangible assets: €[amount]

7. accordingly, our pro forma Financial Ratios as at [Financial Period end date] and for the [Financial Period] are as follows:

- (a) our pro forma Net Debt-to-EBITDA Ratio is [amount] to 1.0;
- (b) our pro forma Interest Coverage Ratio is [amount] to 1.0;
- (c) our pro forma Net Debt-to-Equity Ratio is [amount] to 1.0; and
- (d) our pro forma Total Subsidiary Debt-to-Total Assets Ratio is 1.0 to [amount];

8. the calculations of the pro forma Financial Ratios shown above are accurate and the data on which such calculations are based have been correctly extracted from the pro forma financial data as at and for the year ended 31 December [previous year] referred to above; and

9. by reason of the data set out above:

- (a) our pro forma Financial Ratios are such as would have resulted in compliance with our obligations under Condition 5(a) (Compliance with ratios) and would not have

resulted in a Tolerance Threshold Event that would constitute a breach of Condition 5(b) (*Compliance with tolerance thresholds*); and

- (b) our pro forma Net Debt-to-EBITDA Ratio is such as would not have resulted in a greater Additional Rate of Interest for the Interest Period following the Financial Period.

Yours faithfully

.....
[Name]
Director

.....
[Name]
[Director / Chief Financial Officer]

for and on behalf of
[Name of Relevant Entity]

SIGNATURES

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)

MIRIAM KEELER
Associate Director

SUE FERGUSON
Associate Director

EXECUTED as a deed of **C.L.N. S.p.A.**)
acting by Nicolas Vallorz) **NICOLAS VALLORZ**
its duly authorised legal representative)