

# RULES OF ORGANISATION OF NOTEHOLDERS

## TITLE I

### GENERAL PROVISIONS

#### Article 1

##### *General*

Each Meeting of Noteholders of a specific Series of Notes under the Programme is governed by these Rules of Organisation (the "**Rules of Organisation**").

These Rules of Organisation and the Organisation of Noteholders shall remain in force and effect until full repayment or cancellation of all the Notes issued under the Programme.

The contents of these Rules of Organisation are deemed to be an integral part of each Note issued by the Issuer from time to time under the Programme.

The contents of these Rules of Organisation are subject to any mandatory provisions of Italian law (including, without limitation, those set out in Legislative Decree No. 58 of 24 February 1998, as amended from time to time) ("**Legislative Decree No. 58**") and the Issuer's By-Laws in force from time to time.

#### Article 2

##### *Definitions*

Unless otherwise provided in these Rules of Organisation, any capitalised term shall have the meaning attributed to it in the Conditions and the Dealer Agreement.

Any reference herein to an "**Article**" shall be a reference to an article of these Rules of Organisation. Any reference herein to a "**Series**" of Notes shall be a reference, in the case of a Meeting of the Noteholders, to the Notes of the same Series issued under the Programme in relation to which the Meeting is convened.

In these Rules of Organisation, the terms below shall have the following meaning:

**"Chairman"** means, in relation to any Meeting, the individual who takes the chair in accordance with Article 7 of these Rules of Organisation;

**"Conditions"** means the terms and conditions of the Notes to which these Rules of Organisation are an exhibit and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

**"Eligible Voter"** means the person in whose account the relevant Note is held by the relevant Monte Titoli Account Holder, as evidenced by the Participating Notification, as at the close of business on the Record Date, taking into account Article 83-sexies of Legislative Decree No. 58;

**"Extraordinary Resolution"** means a resolution passed at a Meeting of the relevant Noteholders, duly convened and held in accordance with the provisions contained in these Rules of Organisation;

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

**"Notes"** and **"Noteholders"** means in connection with a Meeting of Noteholders of any Series, the Notes of such Series and the Noteholders of such Series, respectively;

**"Participating Notification"** means, in relation to any Meeting, the notification requested by any Noteholder, issued by the relevant Monte Titoli Account Holder and notified electronically to the Issuer through the Monte Titoli systems or any other electronic platform, in accordance with Article 83-sexies of Legislative Decree No. 58, setting out, *inter alia*, (i) the aggregate principal amount of the Notes in respect of which the notification is given and (ii) that the person identified therein is entitled to attend and vote at the Meeting as an Eligible Voter;

**"Proxy"** means, with respect to a Meeting, a person appointed to vote by the Eligible Voter under a Proxy Delegation other than:

- (a) any person whose appointment has been revoked and in relation to whom the Issuer or Monte Titoli or the relevant Principal Paying Agent, if applicable, has been notified in writing of such revocation by close of business of the second business day before the time fixed for the relevant Meeting; and
- (b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed, or was not originally appointed, to vote at the Meeting when it is resumed;

**"Proxy Agent"** means, in relation to any Meeting, Monte Titoli when appointed by the Issuer to provide proxy services;

**"Proxy Delegation"** means, in relation to any Meeting, a document (or, in case Monte Titoli is appointed as Proxy Agent, an electronic notification) requested by any Eligible Voter in accordance with applicable laws and regulations, delivered to the Issuer or Monte Titoli or the Principal Paying Agent, if applicable, in respect of any Eligible Voter:

- (a) certifying that the Eligible Voter or a duly authorised person on its behalf has instructed the relevant Proxy named therein that the votes attributable to such Notes are to be cast in a particular way on each resolution to be put to the Meeting;
- (b) listing the total number of the Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution;
- (c) authorising the relevant Proxy named therein to vote in respect of the Notes in accordance with such instructions.

**"Record Date"** means the seventh Stock Exchange Day prior to the date fixed for any Meeting, provided that if the notice convening the Meeting already fixes the date of the adjourned Meeting, the Record Date will be the seventh Stock Exchange Day prior to the date fixed for the original Meeting, in accordance with Article 83-sexies of the Legislative Decree No. 58;

**"Stock Exchange Day"** means any day on which the MOT (in case the Note are listed on the MOT) is open for business;

**"Voter"** means, in relation to any Meeting, the Eligible Voter identified in the relevant Participating Notification or, if a Proxy Delegation has been issued in respect to an Eligible Voter, any Proxy; and

**"Written Resolution"** means a resolution in writing signed by or on behalf of all Noteholders of the relevant Series who at that time are entitled to participate in a Meeting in accordance with the provisions of these Rules of Organisation, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders.

## **TITLE II**

### **MEETINGS OF NOTEHOLDERS**

#### **Article 3**

##### ***General Provisions***

Within 14 days of the conclusion of any Meeting, the Issuer shall give notice, in compliance with the provisions of Condition 18 (*Notices*), of the result of the votes on each resolution submitted to the Meeting. Such notice shall be sent by the Issuer to the Noteholders, the Principal Paying Agent and the Representative of the Noteholders.

Any resolution validly passed at any Meeting pursuant to these Rules of Organisation shall be binding upon all Noteholders whether or not present or dissenting at such Meeting and each of the Noteholders shall be bound to give effect to it accordingly.

For the avoidance of doubt, the existence of an Event of Default and the exercise of any actions thereafter by the Representative of the Noteholders, as specified in Article 28 shall be approved at a Meeting of all Noteholders of any outstanding Series issued under the Programme. Any amendments to the Conditions of the Notes and the appointment or revocation of the Representative of the Noteholders shall be approved at a Meeting of the Noteholders of the relevant Series only.

#### **Article 4**

##### ***Issue of Participating Notifications and Proxy Delegations***

Any holder of a Note, who wishes to participate, whether in person or via Proxy Delegation, must request the Monte Titoli Account Holder to issue a Participating Notification which will be the sole certification required to identify, on the day of the relevant meeting, the Eligible Voter. Eligible Voters who may not wish to attend and vote at the relevant Meeting in person, shall, in addition to the issuance of the Participating Notification, send, or instruct the Monte Titoli Account Holder to send, a Proxy Delegation not later than close of business on the third Stock Exchange Day before the date fixed for the relevant Meeting, provided that Proxy Delegations may be issued also after such time until the meeting starts. Proxy Delegations are to be sent to Monte Titoli if the Issuer has appointed Monte Titoli as Proxy Agent, acting in its capacity as Proxy or to the Principal Paying Agent, if applicable. So long as a Proxy Delegation is valid, any Proxy named therein shall be deemed a Voter for all purposes in connection with the Meeting.

## **Article 5**

### ***Validity of Proxy Delegations***

A Proxy Delegation shall be valid only if received by Monte Titoli, to the extent appointed as Proxy Agent, and the Issuer and the Principal Paying Agent not later than close of business on the third Stock Exchange Day before the date fixed for the relevant Meeting, provided that any Proxy Delegations received before the Meeting proceeds to business shall be also valid. If the Issuer requires, satisfactory proof of the identity of each Proxy named in a Proxy Delegation shall be produced at the Meeting, but the Issuer shall not be obliged to investigate the validity of any Proxy Delegation.

## **Article 6**

### ***Convening the Meeting***

Each of the Representative of the Noteholders and the Issuer may convene a Meeting at any time. The Representative of the Noteholders shall convene a Meeting at any time if requested to do so in writing (i) by a number of Noteholders representing at least one-fifth of the principal amount then outstanding of the Notes of the relevant Series or (ii) with regard to the Meeting convened in connection with an Event of Default and the exercise of any actions thereafter by the Representative of the Noteholders, as specified in Article 29, by a number of Noteholders representing at least one-tenth of the aggregate principal amount of all the Notes then outstanding or (iii) by the Issuer.

Whenever the Issuer wishes to request the Representative of the Noteholders to convene the Meeting, it shall immediately send a notice in writing to that effect to the Representative of the Noteholders specifying the day, time and location of the Meeting, and the items to be included in the agenda.

The Meeting will be held in the place indicated or approved by the Representative of the Noteholders which shall liaise with the Principal Paying Agent in order to give notice to the Noteholders of such Meeting, pursuant to Article 7, *provided that* each Meeting may be held also by linking various venues in different locations by audio/video conferencing facilities, subject to the following conditions:

- that the Chairman of the Meeting is able to be certain as to the identity of those taking part, control how the Meeting proceeds, and determine and announce the results of voting; and
- that those taking part are able to participate in discussions and voting on the items on the agenda simultaneously, as well as to view, receive, and transmit documents.

The Meeting held by audio/video conferencing will be deemed to have taken place at the venue at which the Chairman is present.

## **Article 7**

### ***Notices***

At least 21 days prior to the day set for the Meeting (exclusive of the day on which notice is delivered and of the day of the Meeting), notice in writing must be provided (upon instruction from the Representative of the Noteholders) by the Principal Paying Agent to the relevant Noteholders and/or Monte Titoli (and a copy of such notice must be provided to the Issuer where the Meeting is convened by the Representative of the Noteholders, or with a copy to the Representative of the Noteholders, where the Meeting is convened by the Issuer) of the day, time and location of the Meeting as well as, if necessary, venues connected by audio or video conferencing that may be used by those involved.

The notice shall include, amongst others, a statement specifying that those proving to be holders of the Notes only after the Record Date shall not have the right to attend and vote at the relevant Meeting.

## **Article 8**

### ***Chairman of the Meeting***

The Meeting is chaired by an individual appointed in writing by the Representative of the Noteholders, but if:

- (a) the Representative of the Noteholders fails to make a nomination; or
- (b) the individual nominated declines to act or is not present within 15 minutes after the time fixed for the Meeting,

the Meeting shall be chaired by the person so designated by the majority of the Voters present, failing which the Chairman will be appointed by the Issuer.

The Chairman ascertains that the Meeting has been duly convened and validly constituted, leads and moderates the debate, and defines the terms for voting.

The Chairman may be assisted by a secretary to be chosen amongst the participants to the Meeting. The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist on any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

## **Article 9**

### ***Quorum***

The quorum to convene and hold any Meeting shall be at least two Voters (unless all the relevant Notes are held by one Voter only, in which case the quorum shall be such Voter) representing or holding:

- (a) for voting on any resolution, other than an Extraordinary Resolution, not less than one-twentieth of the principal amount outstanding on the Notes of the relevant Series;

- (b) for voting on any Extraordinary Resolution, not less than one half of the principal amount outstanding on the Notes of the relevant Series PROVIDED THAT at any meeting the business of which includes any of the following matters (each of which shall, subject only be capable of being effected after having been approved by Extraordinary Resolution) namely:
  - (i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Notes;
  - (ii) alteration of the currency in which payments under the Notes are to be made; and
  - (iii) alteration of the majority required to pass an Extraordinary Resolution.

The quorum shall be not less than two-thirds of the principal amount of the Notes of the relevant Series for the time being outstanding.

In the case of a Meeting adjourned pursuant to Article 9 for voting on any Extraordinary Resolution, it shall mean one quarter of the principal amount of the Notes of the relevant Series for the time being outstanding.

The quorum at any such Meeting for passing any resolution shall be:

- (a) in the case of any resolution other than an Extraordinary Resolution, at least two-thirds of the votes cast by the Voters attending the relevant Meeting; and
- (b) in the case of any Extraordinary Resolution not less than three quarters of the votes cast by the Voters attending the relevant Meeting.

## **Article 10**

### ***Adjournment for want of quorum***

If a quorum is not reached within 30 minutes after the time fixed for any given Meeting, the Meeting shall be adjourned to a new date no earlier than 14 days after and no later than 42 days after the date of such Meeting, at such time and location as may be determined by the Chairman.

## **Article 11**

### ***Adjourned Meeting***

At any adjourned Meeting no business shall be transacted except business which should have been transacted at the Meeting at which the adjournment took place.

## **Article 12**

### ***Notice following adjournment***

If a Meeting is adjourned in accordance with the provisions of Article 9 above, such Meeting shall be reconvened in compliance with the terms provided in Articles 5 and 6 above, provided however that:

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

### **Article 13**

#### ***Participation***

The following categories of persons may attend and speak at a Meeting:

- (a) Voters;
- (b) the directors and the statutory auditors of the Issuer;
- (c) the Representative of the Noteholders;
- (d) the Principal Paying Agent;
- (e) the financial advisers and legal counsel to the Issuer, the Principal Paying Agent and/or the Representative of the Noteholders; and
- (f) any other person authorised by virtue of a resolution of the relevant Meeting.

### **Article 14**

#### ***Voting by show of hands***

Every question submitted to a Meeting shall be decided in the first instance by a vote by show of hands. If before the vote by show of hands the Chairman or one or more Voters who represent or hold at least one-tenth of the principal amount outstanding on the relevant Series of Notes participating to the Meeting, request to vote by poll pursuant to Article 14 below the question shall be voted on in compliance with the provisions of Article 14. No request to vote by poll shall hinder the continuation of the Meeting in relation to the other items on the agenda.

Unless a poll is validly requested, the Chairman's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

### **Article 15**

#### ***Voting by poll***

Whenever it is not possible to approve a resolution by show of hands in accordance with Article 13 or a demand for a poll has been validly made by the Chairman or Voter(s) pursuant to Article 13 above, voting shall be carried out by poll. Such vote may be taken immediately or after any adjournment is directed by the Chairman.

The Chairman sets the rules for voting by poll, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the rules set by the Chairman shall be null and void. After voting ends, the votes shall be

counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

## **Article 16**

### ***Votes***

Each Voter shall have:

- (a) one vote, when voting by a show of hands; and
- (b) the number of votes obtained by dividing (i) that fraction of the aggregate principal amount of the outstanding Note(s) of any Series represented or held by such Voter by (ii) the lowest denomination of the Notes of such Series, when voting by poll.

Unless the terms of any Proxy Delegation state otherwise, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes which he exercises in the same manner.

In the case of a voting tie, the Chairman shall have a casting vote.

No voting rights shall be exercisable in respect of the Notes held by the Issuer, unless the Issuer holds the entire issued and outstanding Notes of any Series, in which case the Issuer shall be entitled to exercise its voting rights in respect of the Notes of such Series, in accordance with these Rules of Organisation.

## **Article 17**

### ***Votes by Proxy***

Any vote by a Proxy in accordance with the relevant Proxy Delegation shall be valid even if such Proxy Delegation or any instruction pursuant to which it was given has been amended or revoked, *provided that* the Principal Paying Agent, or Monte Titoli, to the extent appointed as Proxy Agent, or the Issuer has not been notified in writing of such amendment or revocation by the time which is 48 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Proxy Delegation in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; *provided, however, that*, unless the Proxy Delegations specify 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 Proxy Delegation to vote at the Meeting when it is resumed.

## **Article 18**

### ***Powers of the Meeting***

A Meeting shall have the power, without prejudice to any powers conferred on its participants or any other person, to approve the matters set out in Article 18 below (exercisable by Extraordinary Resolution only) and to consider any other matters proposed to the Meeting for review by the relevant Noteholders, the Representative of the Noteholders or the Issuer.

## Article 19

### ***Power exercisable by Extraordinary Resolutions***

The Meeting shall have the exclusive power (exercisable by Extraordinary Resolution only) in relation to the following matters:

- (a) the approval of any reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Notes;
- (b) alteration of the currency in which payments under the Notes are to be made;
- (c) alteration of the majority required to pass an Extraordinary Resolution;
- (d) the approval of any proposal by the Issuer for any alteration or waiver of the rights of the Noteholders against the Issuer;
- (e) the approval of any scheme or proposal related to the mandatory exchange or substitution of the relevant Series of Notes;
- (f) (without prejudice to the discretionary powers vested on the Representative of the Noteholders in relation to the correction of a manifest error or to amendments of minor, technical or formal nature under these Rules of Organisation, the Conditions, or otherwise) the approval of any amendments to (i) the Notes (including the Conditions) and/or (ii) these Rules of Organisation, which shall be proposed by the Issuer or the Representative of the Noteholders;
- (g) the discharge or exoneration, including prior discharge or exoneration, of the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules of Organisation, the Conditions and/or the Dealer Agreement;
- (h) the granting of any authority, order or sanction which, under the provisions of these Rules of Organisation or of the Conditions, must be granted pursuant to an Extraordinary Resolution;
- (i) the appointment or removal of the Representative of the Noteholders;
- (j) the authorisation and ratification of the actions of the Representative of the Noteholders in compliance with these Rules of Organisation, the Conditions and/or the Dealer Agreement; and
- (k) the authorisation to the Representative of the Noteholders to give written notice to the Issuer declaring the Notes to be immediately due and payable in the event that any of the Events of Default listed in Condition 12 (*Events of Default*) occurs. For the avoidance of doubt, this authorisation shall be approved at a Meeting of all Noteholders of any outstanding Series issued under the Programme.

## **Article 20**

### ***Challenge of Resolution***

Any absent or dissenting Noteholder has the right to challenge resolutions which are not passed in compliance with the provisions of these Rules of Organisation or Italian laws and regulation or the Issuer's by-laws in force from time to time.

## **Article 21**

### ***Minutes***

Minutes shall be made of all resolutions and proceedings of each Meeting. The Minutes shall be signed by the Chairman and kept in a register at the offices of the Issuer and the Principal Paying Agent.

## **Article 22**

### ***Written Resolution***

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

## **Article 23**

### ***Individual Actions and Remedies***

Save for what provided in Article 28 below, the right of each Noteholder to bring individual actions or to take other individual remedies to enforce his/her rights under the Notes will be subject to the Meeting of the relevant Series of Notes then outstanding not passing a resolution objecting to such individual action or other remedy. In this respect, the following provisions shall apply:

- (a) the Noteholder intending to enforce his/her rights under the Notes will notify the Representative of the Noteholders of his/her intention, specifying the action and remedy that he/she intends to commence against the Issuer;
- (b) the Representative of the Noteholders will, without delay, call for the Meeting, as set out in these Rules of Organisation;
- (c) if the Meeting passes a resolution objecting to the enforcement of the individual action or remedy, or if no resolution is taken by the Meeting for want of quorum, the Noteholder will be prevented from taking such action or remedy (provided that the same matter can be submitted again to the Meeting after a reasonable time period); and
- (d) if the Meeting passes a resolution not objecting to or approving the enforcement of the individual action or remedy, the Representative of the Noteholders, subject to being prior indemnified and secured to its satisfaction by the requesting Noteholder, shall take the actions approved or not objected to by the Meeting on behalf of the requesting Noteholder.

No individual action or remedy may be taken by a Noteholder to enforce his or her rights under the Notes unless (i) a Meeting has been convened to resolve on such action or remedy in accordance with the provisions of this Article 22 and (ii) the Representative of the Noteholders

failed to act within a reasonable period of time after becoming obliged to take the actions approved by the Meeting.

### **TITLE III**

#### **THE REPRESENTATIVE OF THE NOTEHOLDERS**

##### **Article 24**

##### ***Appointment, Removal and Remuneration***

Simultaneously with any issue and delivery of each Series of Notes, and without prejudice to the ability of the Noteholders to substitute the Representative of the Noteholders in accordance with these Rules of Organisation of Noteholders, the relevant Dealer(s) in each Relevant Agreement will appoint the Representative of the Noteholders it being understood that, where a Series of Notes is composed of more than one Tranche, the same entity shall be appointed to act as Representative of the Noteholders in connection with all the Tranches of such Series of Notes.

The Issuer has designated BNP PARIBAS as the designated initial Representative of the Noteholders in respect of each Series of the Notes issued under the Programme, and BNP PARIBAS accepted such designation and the appointment as Representative of the Noteholders made from time to time by the relevant Dealers in accordance with clause 17.2 (*Appointment*) of the Dealer Agreement in respect of a Series of Notes.

To the extent that at any time there are any Notes outstanding, the appointment and removal of the Representative of the Noteholders shall be carried out solely by the holders of the Notes then outstanding, in accordance with the Rules of Organisation of Noteholders.

The Representative of the Noteholders shall be:

- (a) a bank incorporated in any jurisdiction of the European Union, or a bank incorporated in any other jurisdiction acting through an Italian branch; or
- (b) a company or financial institution enrolled with the register held by the Bank of Italy pursuant to article 106 of the Italian Banking Act; or
- (c) any other entity which is not prohibited from acting in the capacity of Representative of the Noteholders pursuant to the laws of the Republic of Italy.

Unless the Representative of the Noteholders is removed by a Meeting of the Noteholders or it resigns in accordance with Article 25 below or the Relevant Agreement, in each case in relation to the Notes of the relevant Series then outstanding, it shall remain in office until full repayment or cancellation of all these Notes. A Meeting may remove the Representative of the Noteholders in respect of the Notes of any Series at any time and notice of the removal of the Representative of Noteholders will be published in compliance with the provisions of Condition 18 (*Notices*).

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until a substitute Representative of Noteholders, which shall be chosen among those listed in (a), (b), and (c) above, accepts the appointment and the powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary to perform the

essential functions required in connection with the Notes. In the event that a new Representative of the Noteholders is not appointed within 3 months of termination of the appointment of the then Representative of the Noteholders, the Representative of the Noteholders shall be entitled to appoint a successor Representative of the Noteholders on behalf of the Noteholders.

The directors, auditors and representatives of the Issuer and the persons falling within the provisions of Article 2382 or 2399 of the Italian Civil Code cannot be appointed as Representative of the Noteholders, and if appointed as such they shall be automatically removed.

The Issuer shall pay to the Representative of the Noteholders for its services as Representative of Noteholders as from the date hereof, a fee (plus any applicable value added tax) as agreed upon and detailed in a letter executed on or about the date of execution of the Dealer Agreement or Relevant Agreement, between the Issuer and the Representative of the Noteholders, for the activities carried out pursuant to the Conditions, these Rules of Organisation and the Dealer Agreement. The remuneration to be paid to the Representative of Noteholders for its services hereunder may, in agreement with the Issuer, be increased in connection with further issues of Notes under the Programme and in accordance with any consequent increase of the activities of the Representative of the Noteholders pursuant to the provisions of sub-clause 17.3.2 of the Dealer Agreement.

## **Article 25**

### ***Duties and Powers of the Representative of Noteholders***

The Representative of the Noteholders is the legal representative of the Noteholders.

The Representative of the Noteholders shall attend to the implementation of the decisions of the Meeting and has the power to exercise the rights attributed to it by virtue of the Conditions, these Rules of Organisation, the Agency Agreement and the Dealer Agreement in order to protect the interests of the Noteholders. The Representative of the Noteholders has the right to convene Meetings to propose any course of action which might be from time to time necessary.

Save as expressly otherwise provided herein, the Representative of the Noteholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Noteholders by these Rules of the Organisation.

The Representative of the Noteholders may also, whenever it considers it expedient and in the interest of the Noteholders, whether by power of attorney or otherwise, delegate to any person(s) specific activities vested in it as aforesaid. The terms and conditions (including power to sub-delegate) of such appointment shall be set by the Representative of the Noteholders depending on what it deems suitable in the interest of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the proceedings and shall not in any way or to any extent be responsible for any loss incurred by any misconduct or default on the part of such delegate or sub-delegate. As soon as reasonably practicable, the Representative of the Noteholders shall give notice to the Issuer of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer of the appointment of any sub-delegate as soon as reasonably practicable.

The Representative of the Noteholders is hereby authorised to and shall if so requested represent the Noteholders, *inter alia*, in any judicial proceedings.

## Article 26

### ***Resignation of the Representative of Noteholders***

The Representative of the Noteholders may resign in respect of all Notes at any time by giving at least three calendar months' written notice to the Issuer, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until the Meeting of Noteholders has appointed a new Representative of Noteholders. The appointment of any new Representative of the Noteholders shall be notified by the Issuer to the relevant Stock Exchange on which the Notes are listed, if any.

## Article 27

### ***Exoneration of the Representative of Noteholders***

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein, in the Conditions, these Rules of Organisation and in the Dealer Agreement and the Relevant Agreement:

- (a) without limiting the generality of the foregoing, the Representative of the Noteholders:
  - (i) shall not be under any obligation to take any steps to ascertain whether an Event of Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under the Conditions, the Agency Agreement, the Relevant Agreement and the Dealer Agreement, has occurred, and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Event of Default has occurred;
  - (ii) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any of the other parties to the Dealer Agreement, the Relevant Agreement and or the Agency Agreement of their obligations contained in the Conditions and hereunder or, as the case may be, in any of the aforesaid documents to which each such party is a party, and until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that the Issuer and each other party to the aforesaid documents are carefully observing and performing all their respective obligations;
  - (iii) shall not be under any obligation to give notice to any person of its activities in the performance of the provisions of these Rules of Organisation, the Conditions, the Agency Agreement, the Relevant Agreement or the Dealer Agreement;
  - (iv) shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules of Organisation, the Conditions, the Dealer Agreement, the Relevant Agreement or the Agency Agreement, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for (i) the nature, status, creditworthiness or solvency of the Issuer, (ii) the existence,

accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection herewith; (iii) the suitability, adequacy or sufficiency of any collection procedure operated by the Issuer or compliance therewith;

- (v) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;
- (vi) shall not be responsible for procuring that the Rating Agencies or any other credit or rating agency or any other subject maintain the rating of the Notes;
- (vii) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules of Organisation, the Conditions, the Dealer Agreement, the Relevant Agreement or the Agency Agreement;
- (viii) shall not be obliged to evaluate the consequences that any modification of these Rules of Organisation, Conditions, the Dealer Agreement, the Relevant Agreement or the Agency Agreement may have for each individual Noteholder; and
- (ix) shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder or any other party any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these Rules of Organisation and no Noteholder or any other party shall be entitled to take any action to obtain from the Representative of the Noteholders any such information;

(b) The Representative of the Noteholders:

- (i) may give consent to the Issuer to amend the Notes and the Conditions, without being required to convene a meeting of the Noteholders, to correct a manifest error or to effect a modification of a formal, minor and technical nature;
- (ii) may act on the advice of a certificate or opinion or any information obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise, and shall not be responsible for any loss incurred by so acting in the absence of negligence (*colpa*) or wilful default (*dolo*) on the part of the Representative of the Noteholders;
- (iii) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter, a certificate duly signed by the Issuer and the Representative of the Noteholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless it has information which casts a doubt on the truthfulness of the certificates signed by the Issuer;

- (iv) save as expressly otherwise provided herein, shall have absolute discretion as to the exercise, non-exercise or refraining from exercising of any right, power and discretion vested in the Representative of the Noteholders by these Rules of Organisation or by operation of law, and the Representative of the Noteholders shall not be responsible for any loss, cost, damage, expense or inconvenience resulting from the exercise, non-exercise or refraining from exercising thereof except insofar as the same are incurred as a result of its wilful default (*dolo*) or negligence (*colpa*);
- (v) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, the Representative of the Noteholders has the right - but not the obligation - to convene a Meeting in order to obtain the Noteholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Noteholders shall be entitled to request that the Meeting indemnify it and/or provide it with security to its satisfaction against all action, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities which it may incur by taking such action;
- (vi) shall not be deemed responsible for having acted pursuant to instructions received from the Meeting, even if it is later discovered that the Meeting had not been validly convened or constituted, and that such resolution had not been duly approved or was not otherwise valid or binding as the Noteholders;
- (vii) may fully rely on the Participating Notification issued by the relevant Monte Titoli Account Holder in order to ascertain ownership of the Notes, such certificates are to be deemed proof of the statements attested to therein;
- (viii) may certify whether or not an Event of Default is in its opinion prejudicial to the interest of the Noteholders and any such certification shall be conclusive and binding upon the Issuer, the Noteholders and any other subject party to the Dealer Agreement and the Agency Agreement;
- (ix) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these Rules of Organisation and/or the Notes may be remedied, and if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of being remedied, such certification shall be conclusive and binding upon the Issuer and the Noteholders;
- (x) shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules of Organisation that such exercise will not be materially prejudicial to the interest of the Noteholders if the Rating Agencies have confirmed that the then current rating of the Notes would not be adversely affected by such exercise, or have otherwise given their consent. If the Representative of the Noteholders, in order to exercise properly its rights or fulfil its obligations, deems it necessary to obtain the valuation of the Rating Agencies regarding how a specific act would affect the rating of the Notes, the Representative of the Noteholders shall so inform the Issuer, which will have to obtain the valuation at its expense on behalf of the Representative of the

Noteholders, unless the Representative of the Noteholders wishes to seek the valuation itself;

- (xi) in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Monte Titoli Account Holder in accordance with Regulation issued jointly by CONSOB and Bank of Italy on 13 August 2018, which certificates are to be conclusive proof of the matters certified therein.

Any consent or approval given by the Representative of the Noteholders under these Rules of Organisation, the Relevant Agreement and the Dealer Agreement may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders deems appropriate.

No provision of these Rules of Organisation shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable laws or regulations or to expend or otherwise risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretion, and the Representative of the Noteholders may refrain from taking any action if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action.

## **Article 28**

### ***Indemnity***

Pursuant to the Dealer Agreement, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis), to the extent not already reimbursed, paid or discharged by the relevant Noteholders, all reasonable and documented costs, liabilities, losses, charges, expenses and damages (including, without limitation, legal fees and any applicable value added tax) properly incurred by or made against the Representative of the Noteholders or any subject to which the Representative of the Noteholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authority and discretion and the performance of its duties under and otherwise in relation to these Rules of Organisation and the Conditions, including but not limited to legal and travelling expenses paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders against the Issuer, or any other person to enforce any obligation under these Rules of Organisation and the Notes, except insofar as any such expense cost, liability, loss, charge or damage is incurred as a result of the fraud (*frode*), negligence (*colpa*) or wilful default (*dolo*) of the Representative of the Noteholders.

The Issuer shall also pay the taxes and the duties listed under art. 11.2 of the Dealer Agreement, within the limits provided therein.

## **TITLE IV**

### **THE MEETING OF NOTEHOLDERS AFTER OCCURRENCE OF AN EVENT OF DEFAULT**

#### **Article 29**

##### ***Powers***

Following the service of a notice of occurrence of an Event of Default, the Representative of the Noteholders, in its capacity as legal representative of the Noteholders of each Series, may, pursuant to articles 1411 and 1723 of the Italian Civil Code, and, if so directed by an Extraordinary Resolution of all outstanding Series of Notes, shall (subject, in the case of the occurrence of any of the events mentioned in Condition 12.1 (b) (*Breach of other obligations*) of the Conditions, to the Representative of the Noteholders having certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders and, in all cases, to the Representative of the Noteholders having been indemnified or provided with security to its satisfaction), give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality. The Representative of the Noteholders shall have the right to convene a Meeting to obtain instructions from the Noteholders holding all outstanding Series of Notes on the actions and steps to be taken to protect the interest of the Noteholders against the Issuer.

## **TITLE V**

### **GOVERNING LAW AND JURISDICTION**

#### **Article 30**

##### ***Governing Law and Jurisdiction***

These Rules of Organisation are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

The courts of Rome shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Rules of Organisation including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with these Rules of Organisation.