



ALLEGATO 2

TERMS AND CONDITIONS OF THE SENIOR UNSECURED NOTES

ISSUED BY

SOSTENYA GROUP PLC

(a company incorporated under the laws of the England and Wales)

Sostenya Group Convertible Notes 2021 (the “Notes”)

Up to Euro 15,000,000 – due December 2021

Issue Price on the Issue Date 100% (one hundred per cent.)

ISIN CODE IT0006736398

Sostenya Group PLC

Registered office: 44 Welbeck Street, London W1G 8DY (UK)

Registered in the England and Wales company register no. 8926790

Share capital: £ 53,590,000.00

The following is the text of the terms and conditions (the “**Terms and Conditions**”) of the Notes issued by Sostenya Group PLC (the “**Issuer**”), on December 22, 2016 (the “**Issue Date**”).

In these Terms and Conditions:

1. DEFINITIONS

“**ACT/365**” means that interest is calculated on the basis of the actual number of days elapsed and a year of 365 days.

“**Additional Amount**” has the meaning ascribed to it in Condition 5 (*Interest*).

“**Additional Subscription Amount**” has the meaning ascribed to it in Condition 3 (*Subscription and Transfer of the Notes*).

“**Business Day**” means a day (other than Saturday or Sunday or a public holiday in Italy) on which banks are generally open for business in Milan and London and the Target 2 (or any successor thereto) is open.

“**Change of Control**” Mr. Pietro Colucci, Italian fiscal code CLC PTR 60L21 F839G, ceases, directly or indirectly, to:

- (i) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (a) cast, or control the casting of, more than 50% (fifty per cent.) of the maximum number of votes that might be cast at a general meeting of the Issuer;
 - (b) appoint or remove all, or the majority, of the directors or other equivalent officers of the Issuer; or
 - (c) give directions with respect to the operating and financial policies of the Issuer with which the directors or other equivalent officers of the Issuer are obliged to comply; or
- (ii) hold beneficially more than 50% (fifty per cent.) of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

“**Closing Date**” means any Business Day falling within the Offering Period.

“**Condition**” means each clause of the present Terms and Conditions.

“**CONSOB**” means the *Commissione Nazionale per le Società e la Borsa*.

“**Conversion Date**” has the meaning ascribed to it in Condition 6.2 (*Conversion Dates*).

“**Conversion Notice**” is the notice whereby each Noteholder may notify the Issuer of the exercise of its Conversion Right specifying the Principal Amount Outstanding to be converted into Shares.

“**Conversion Rate**” has the meaning ascribed to it in Condition 6.1 (*Conversion Right*).

“**Conversion Right**” has the meaning ascribed to it in Condition 6.1 (*Conversion Right*).

“**Conversion Value**” has the meaning ascribed to it in the definition “*Shares*”.

“**Default Early Redemption Date**” has the meaning ascribed to it in Condition 8 (*Events of Default*).

“**Default Early Redemption Request**” has the meaning ascribed to it in Condition 8 (*Events of Default*).

- “**Event of Default**” has the meaning ascribed to it in Condition 8 (*Events of Default*).
- “**Exhibit**” means the Schedule attached to this Terms and Conditions.
- “**Final Maturity Date**” has the meaning ascribed to it in Condition 4 (*Issue Date and Final Maturity Date*).
- “**First Interest Calculation Period**” has the meaning ascribed to it in the definition “*Interest Calculation Period*”.
- “**First Interest Payment Date**” means the Interest Payment Date falling on June 30, 2017.
- “**Independent Advisor**” means any of the following: KPMG, E&Y, Deloitte, at the Issuer’s discretion.
- “**Initial Subscription Amount**” has the meaning ascribed to it in Condition 2.1 (*Denomination and Price*).
- “**Interest Amount**” means the amount payable as interest on the Notes in respect of each Interest Calculation Period, calculated by applying the Interest Rate to the then Principal Amount Outstanding of the Notes.
- “**Interest Calculation Period**” means each period from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date; provided that the first Interest Calculation Period shall begin on (and include) the Issue Date, and end on (but exclude) the First Interest Payment Date (the “**First Interest Calculation Period**”).
- “**Interest Determination Date**” means (i) with respect to the First Interest Calculation Period, the Issue Date, and (ii) with respect to each subsequent Interest Calculation Period, the date falling on the second Business Day immediately preceding such Interest Calculation Period.
- “**Interest Payment Date**” has the meaning ascribed to it in Condition 5 (*Interest*).
- “**Interest Rate**” has the meaning ascribed to it in Condition 5 (*Interest*).
- “**Issue Date**” has the meaning ascribed to it in Condition 4 (*Issue Date and Final Maturity Date*).
- “**Issue Price**” has the meaning ascribed to it in Condition 2.1 (*Denomination and Price*).
- “**Issuer**” means Sostenya Group PLC, a company incorporated under the laws of England and Wales, with registered office at 44 Welbeck Street, London W1G 8DY (UK), company register no. 8926790, share capital £ 53,590,000.00 (fifty-three million five hundred ninety thousand/00).
- “**Italian Consolidated Financial Act**” means the Italian Legislative Decree no. 58, dated February 24, 1998, as subsequently amended and supplemented.
- “**Liens**” means any guarantee, mortgage, pledge, charge or lien or privilege on assets (including any form of destination and segregation of assets).
- “**Maximum Subscription Amount**” has the meaning ascribed to it in Condition 2.1 (*Denomination and Price*).

“**Modified Following Business Day Convention - unadjusted**” means, for the First Interest Payment Date and any Interest Payment Date that falls on a day that is not a Business Day, that any payment due on the First Interest Payment Date or such Interest Payment Date will be postponed to the next day that is a Business Day; provided that, if such day would fall in the next succeeding calendar month, the date of payment with respect to such Interest Payment Date will be advanced to the Business Day immediately preceding such Interest Payment Date.

“**Monte Titoli**” means Monte Titoli S.p.A., with registered office in Milano, Piazza degli Affari n.6.

“**Nominal Value**” has the meaning ascribed to it in Condition 2.1 (*Denomination and Price*).

“**Noteholders**” means the beneficial owners of the Notes.

“**Noteholders’ Representative**” has the meaning ascribed to it in Condition 12 (*Meetings of the Noteholders*).

“**Notes**” means the senior unsecured notes issued by the Issuer, for an amount equal to the aggregate of (a) the Initial Subscription Amount and (b) any Additional Subscription Amount, due December, 2021.

“**Offering Period**” means the period from (and including) the Issue Date to (and including) the Interest Payment Date falling in June 2021.

“**Paying Agent**” means The Bank of New York Mellon (Luxembourg) S.A. – Milan Branch.

“**Principal Amount Outstanding**” means, at any relevant date, the sum of the Nominal Value *minus* the aggregate of all repayments of principal made on the Notes.

“**Qualified Investors**” means the subjects listed in annex II, part 1 and 2 of the directive 2004/39/CE (“**Mifid**”). These subjects are “qualified investors” (*investitori qualificati*) as described in article 100 of the Italian Consolidated Financial Act which, considering the reference to article 34-ter of Consob Regulation No. 11971 dated 14 May 1999 and article 26 of Consob Regulation No. 16190 dated 29 October 2007, are equivalent to “professional clients” (*clienti professionali*) under the provisions of Mifid.

“**Share**” means each fully paid share in the capital of the Issuer which will be issued on the conversion (if any) of the Notes in accordance with Condition 6 (*Conversion of the Notes*), at a value of £ 1.00 (one/00) (the “**Conversion Value**”).

“**Third Market**” means the multilateral trading facility on the Vienna Stock Exchange.

“**Usury Law**” means Italian Law No. 108 of March 7, 1996, as subsequently amended and supplemented.

“**Vienna Stock Exchange**” is the stock exchange operated by Wiener Börse AG, Wallnerstrasse 8, 1010 Wien, Austria.

2. NOTES

2.1 Denomination and Price

The total amount of the issued Notes on the Issue Date will be equal to Euro 3,500,000 (three million and five hundred thousand/00) (the “**Initial Subscription Amount**”).

The Notes issued on the Issue Date and on each Closing Date will be issued in a minimum denomination of Euro 100,000 (one hundred thousand/00) and additional increments of Euro 100,000 (one hundred thousand/00) thereafter (the “**Nominal Value**”).

The Notes issued on the Issue Date and each Closing Date will be issued for a price equal to 100% (one hundred per cent.) of their Nominal Value, i.e. for a price equal to Euro 100,000 (one hundred thousand /00) for each Note (the “**Issue Price**”).

During the Offering Period, the Notes may be issued and subscribed in accordance with Condition 3 (*Subscription and Transfer of the Notes*), up to Euro 15,000,000 (fifteen million/00) (the “**Maximum Subscription Amount**”).

2.2 Form and Title

The Notes are issued in dematerialised form and will be wholly and exclusively deposited with Monte Titoli. The Notes will at all times be evidenced by book-entries in accordance with the provisions of articles 83-*bis* et seq. of the Italian Consolidated Financial Act and Regulation 22 February 2008 jointly issued by CONSOB and Bank of Italy, both as amended from time to time.

Any transaction regarding the Notes (including transfers and granting of applicable Liens), as well as the exercise of proprietary rights, may only be made in accordance with the provisions of articles 83-*bis* et seq. of the Italian Consolidated Financial Act and Regulation 22 February 2008 jointly issued by CONSOB and Bank of Italy. The Noteholders will not be able to request delivery of the documents representative of the Notes, save for the right to request the certification referred to in articles 83-*quinquies* and 83-*sexies* of the Italian Consolidated Financial Act.

2.3 Status and guarantees

The Notes are senior, unsecured obligations solely of the Issuer. In respect of the obligation of the Issuer to repay principal and pay interest on the Notes, the Notes will rank as senior obligations and *pari passu* and without any preference or priority among themselves except for the obligations of the Issuer, which are preferred according to the general provisions required by law.

The Notes will be convertible into share capital of the Issuer in accordance with the provisions of Condition 6 (*Conversion of the Notes*).

2.4 Payment on the Notes

Payments of Interest Amounts and redemption of the Principal Amount Outstanding of the Notes will be performed by the Paying Agent on behalf of the Issuer.

3. SUBSCRIPTION AND TRANSFER OF THE NOTES

On the Issue Date, the Notes will be issued and subscribed for an amount equal to the Initial Subscription Amount. During the Offering Period and on each Closing Date, additional Notes may be issued and subscribed for an amount equal to the Nominal Value, up to the Maximum Subscription Amount (the “**Additional Subscription Amount**”).

At the end of the Offering Period, the total amount of issued Notes will be equal to the aggregate of the (i) the Initial Subscription Amount and (ii) the Additional Subscription Amount.

This document is not a prospectus within the meaning of the Prospectus Directive in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”). The expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

The Notes are offered in each Relevant Member State under the exemption from the obligation to publish a prospectus provided in Article 3(2)(a) of the Prospectus Directive, due to the Nominal Value being higher than Euro 50,000 (fifty thousand/00).

The offer of Notes is only addressed to, and directed, in, any Relevant Member State, at persons who are “qualified investors” within the meaning of Article 2(1)(e) of the Prospectus Directive. Each person who initially acquires any Notes or to whom any offer of Notes may be made will be deemed to have represented, acknowledged and agreed that it is a “qualified investor” within the meaning of Article 2(1)(e) of the Prospectus Directive.

In addition, in the United Kingdom, the offer of Notes is only addressed to, and directed at, qualified investors (i) who have professional experience in matters relating to investments falling within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “Order”) and qualified investors falling within article 49(2)(a) to (d) of the Order, and (ii) to whom it may otherwise lawfully be communicated (all such persons together being referred to as “relevant persons”). This document must not be acted on or relied on (i) in the United Kingdom, by persons who are not relevant persons, and (ii) in any Member State other than the United Kingdom, by persons who are not a “qualified investor” within the meaning of Article 2(1)(e) of the Prospectus Directive. Any investment or investment activity to which this document relates is available only to relevant persons in the United Kingdom and will be engaged in only with relevant persons in the United Kingdom.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as subsequently amended or supplemented, or any other applicable securities law in force in Canada, Australia, Japan or any other country in which the transfer and/or the subscription of the Notes is not permitted under the applicable laws.

Notwithstanding the foregoing, any transfer of the Notes to any of abovementioned countries, or in other countries will be allowed only under the following circumstances: (i) to the extent which is expressly permitted by the laws and regulations applicable in the country in which it is intended to transfer the Notes, or (ii) if the applicable laws and regulations in force in these countries provide for specific exemptions that allow the transfer of the Notes.

4. ISSUE DATE AND FINAL MATURITY DATE

The Notes will be issued for an amount equal to the Initial Subscription Amount on 22 December, 2016 (the “**Issue Date**”).

The final maturity date of the Notes (save for what otherwise provided herein under Condition 6 (*Conversion of the Notes*) and Condition 8 (*Events of Default*)) will fall on the Interest Payment Date falling in December, 2021 (the “**Final Maturity Date**”).

5. INTEREST

Interest will accrue on the Principal Amount Outstanding of each Note from the Issue Date (included) or each Closing Date (included), if any, up to the earlier of (a) any Conversion Date (excluded) on which a Conversion Right is exercised with respect to the relevant Principal Amount Outstanding and (b) the later of (i) the Final Maturity Date (excluded) and (ii) the date on which the Principal Amount Outstanding of the Notes is repaid in full (excluded).

The Notes shall accrue interest at a fixed rate equal to 6% (six per cent.), *per annum*, on a ACT/365 basis (the “**Interest Rate**”).

Interest Amounts will be payable in Euro (i) on the First Interest Payment Date, and thereafter (ii) semi-annually on the 30th of June and the 31st of December of each year (each an “**Interest Payment Date**”).

If an Interest Payment Date or the Final Maturity Date falls on a day other than a Business Day, payments thereon will be made according to the Modified Following Business Day Convention – unadjusted.

The Interest Amount will be determined by the Paying Agent on the relevant Interest Determination Date.

6. CONVERSION OF THE NOTES

6.1 Conversion Right

Subject as provided in these Conditions, each Noteholder shall be entitled to convert (the “**Conversion Right**”) the full Nominal Value, but not part of it, of each Note into 150,000 (one hundred and fifty thousand) Shares (the “**Conversion Rate**”).

6.2 Conversion Dates

Subject to and as provided in these Conditions, the Conversion Right in respect of a Note may be exercised, at the option of the relevant Noteholder thereof, (subject to any applicable laws or regulations) on any of the following days (each a “**Conversion Date**”):

- (a) following the Interest Payment Date falling in December 2018, on any Business Day during the following periods:
 - (i) from October 1 to October 15; and thereafter
 - (ii) from April 1 to April 15;
- (b) following the service of a Default Early Redemption Request, within, but excluding, the Default Early Redemption Date.

6.3 Conversion Notice, issuance and delivery of the Shares

A Noteholder may exercise the Conversion Right by delivering a Conversion Notice to the specified office of the Issuer.

Upon exercise of Conversion Rights by a Noteholder, the Issuer will issue the relevant number of Shares to the relevant Noteholder on and as at the relevant Conversion Date. The Issuer will procure that the Shares to be issued and delivered on exercise of Conversion Rights will be issued and delivered to the relevant Noteholder, without any further action being required to be taken by, and without any cost or expense to, the relevant Noteholder.

The Issuer shall, at its own expense, be entitled to do all such things and make all such entries in the Issuer's registers of shareholders and execute all such documents on behalf of the relevant Noteholder as may be necessary to effect any such delivery of Shares.

Conversion Rights are not exercisable in respect of any specific Shares and no Shares have been or will be charged, placed in custody or otherwise set aside to secure or satisfy the obligations of the Issuer in respect of the delivery of Shares.

Upon the issuance and delivery of the Shares upon exercise of the Conversion Right by a Noteholder, the Principal Outstanding Amount of such Note converted into Shares will be cancelled and the Issuer shall have no further liability in respect thereof.

6.4 Adjustment of the Conversion Right

Upon the happening of any of the events described below, the Conversion Value shall be adjusted as follows:

- (i) should the Issuer carry out a consolidation, reclassification or subdivision affecting its share capital, the Consolidated Value shall be adjusted by multiplying it at the Conversion Value in force immediately prior to such consolidation, reclassification or subdivision by the following fraction:

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

where:

A is the aggregate number of shares constituting the share capital of the Issuer immediately before such consolidation, reclassification or subdivision, as the case may be; and

B is the aggregate number of shares constituting the share capital of the Issuer immediately after, and as a result of, such consolidation, reclassification or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification or subdivision, as the case may be, takes effect.

- (ii) Should the Issuer issue any shares for no consideration to its shareholders, the Conversion Rate shall be adjusted by increasing *pro rata* the number of Shares convertible by each Noteholder.
- (iii) Should the Issuer grant, issue or offer to the holders of Shares (“**Existing Shareholders**”) rights entitling them to subscribe for or purchase Shares at a consideration per Share receivable by the Issuer which is less than the prevailing Conversion Value, the Conversion Value in effect on the record date for the determination of Existing Shareholders entitled to receive such rights (the “**Record Date**”) shall be deemed to have been adjusted in accordance with the following formula:

$$NCV = OCV \times \frac{(N + v)}{(N + n)}$$

where:

- (a) NCV = the Conversion Value after such adjustment;
 - (b) OCV = the Conversion Value before such adjustment;
 - (c) N = the number of Shares issued on the record date;
 - (d) n = the number of Shares purchased under the rights issue;
 - (e) v = the number of Shares which the aggregate consideration receivable by the Issuer under the rights issue would purchase at such OCV.
- (iv) Should the Issuer make any changes to its share capital which are not referred to in items (i) to (iii) above (included), an Independent Advisor designated by the Issuer at its sole discretion will determine the adjustment of the Conversion Value or the Conversion Rate, as the case may be. A written opinion of such Independent Advisor in respect thereof shall be conclusive and binding on the Noteholders and the Issuer, save in the case of manifest error.

7. REDEMPTION, PURCHASE AND CANCELLATION

Unless converted into Shares in accordance with Condition 6 (*Conversion of the Notes*) and cancelled, the Principal Amount Outstanding of the Notes will be redeemed at 100% (on hundred per cent.) on the Final Maturity Date.

8. EVENTS OF DEFAULT

The Noteholders, following a resolution approved under Condition 12 (*Meeting of the Noteholders*), shall have the right to request the early redemption of the Notes upon the occurrence of any of the following conditions (each event below shall be treated as an “**Event of Default**”):

- (a) **Payment Default:** any failure of the Issuer to pay in full, within 30 (thirty) calendar days from the date they are due and payable on the Notes, Interest Amounts or Principal Amount Outstanding payable on the Notes, unless such failure is due to an administrative or technical error which is not due to willful misconduct (*dolo*) or gross negligence (*colpa grave*) of the Issuer and the relevant payment is performed within 5 (five) Business Days of the relevant discovery of the administrative or technical error.
- (b) **Listing or initial public offering of the Issuer’s share capital:** any current or new shares of the Issuer, different from the Shares, are admitted to trading on a regulated market (as defined by article 1(13), of Directive 93/22/EEC, as amended and supplemented).
- (c) **Insolvency Event:** means that the Issuer:
 - (i) becomes insolvent or admits in writing its inability generally to pay its debts as they become due;

- (ii) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in subparagraph (ii) above, and:
 - A. results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - B. is not dismissed, discharged, stayed or restrained in each case within 30 (thirty) days of the institution or presentation thereof.
- (d) **Liquidation:** the adoption of a resolution of the competent body of the Issuer whereby it is resolved the liquidation (other than pursuant to a consolidation, amalgamation or merger) or winding up of the Issuer.
- (e) **Change of Control:** a Change of Control occurs.
- (f) **Merger and spin-off:** the shareholders approve or carry out any merger or spin-off of the Issuer.

Following a resolution approved under Condition 12 (*Meeting of the Noteholders*) requesting the early redemption of the Notes, on the first Business Day following a 30 (twenty) calendar days prior written request (the “**Default Early Redemption Request**”) of early redemption (the “**Default Early Redemption Date**”) by the Noteholders to the Issuer, to be sent according to the applicable provisions of law and as requested by the Vienna Stock Exchange, the amounts payable by the Issuer to the Noteholders shall become immediately due and payable with respect to the then Principal Amount Outstanding, *plus* interest accrued and unpaid thereon; provided that, prior to the Default Early Redemption Date, the Noteholders will have the right to exercise the Conversion Right.

The Issuer shall promptly notify to the Vienna Stock Exchange (if required under its rules), Monte Titoli and the Noteholders (in accordance with Condition 15 (*Notices*)) of the receipt of the Default Early Repayment Request together with (i) detailed information of the Event of Default and (ii) the relevant Default Early Repayment Date.

The Noteholders may approve a resolution in accordance with Condition 12 (*Meeting of the Noteholders*) to waive an existing Event of Default and its consequences.

9. PAYMENTS

Payments of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by authorized intermediaries.

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other applicable laws and regulations.

10. ADMISSION TO TRADING

The Issuer has filed the Notes with the Vienna Stock Exchange for admission to trading on the Third Market.

The decision of the Vienna Stock Exchange and the date of commencement of trading of the Notes on the Third Market, together with the functional information to trading, will be communicated by the Vienna Stock Exchange in accordance with the rules thereof.

The Notes are not traded in a regulated market ("*mercato regolamentato*") therefore are not subject to the Commission Regulation (EC) No 809/2004.

11. RESOLUTIONS AND AUTHORIZATIONS RELATING TO THE NOTES

The issuance of the Notes was approved by the shareholders' meeting of the Issuer on December 9, 2016 and the resolution of the Issuer's board of directors on December 9, 2016.

12. MEETINGS OF THE NOTEHOLDERS

The meeting of the Noteholders will be governed by the attached Exhibit.

13. PRESCRIPTION

Claims against the Issuer for payments in respect of the Notes will be barred and become void (*prescritti*) unless made within ten years in the case of principal or five years in the case of interest from the date the relevant payment are due.

14. TAXATION

Without prejudice to the provisions of Condition 5 (*Interest*), any tax and fee, present and future, applicable to the Notes shall be borne by the Noteholders.

15. NOTICES

Notwithstanding any applicable provision to the contrary, all the communications from the Issuer to the Noteholders will be considered valid if made through publication on the website of the Issuer at the following address www.sostenya.co.uk, and in compliance with the disclosure requirements (if any) of the Vienna Stock Exchange; provided that, as long as the Notes are held on behalf of the beneficial owners through Monte Titoli, the Issuer shall maintain the right to notify certain communications to the Noteholders through Monte Titoli.

16. GOVERNING LAW AND JURISDICTION

The Notes and the meeting of the Noteholders are governed by, and shall be construed in accordance with, Italian law.

The Courts of Milan shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Notes and the meeting of the Noteholders.

EXHIBIT TO THE TERMS AND CONDITIONS OF THE NOTES
RULES OF THE ORGANISATION OF THE NOTEHOLDERS

TITLE I
GENERAL PROVISIONS

1 **GENERAL**

- 1.1 1.1 The Organisation of the Noteholders is created for the up to €15,000,000 Sostenya Group Convertible Notes 2021 (the “**Notes**”) issued by Sostenya Group PLC and is governed by the Rules of the Organisation of the Noteholders set out therein (“**Rules**”).
- 1.2 1.2 The Rules shall remain in force and effect until full repayment or cancellation of the Notes.
- 1.3 1.3 The contents of the Rules are deemed to be an integral part of each Note issued by the Issuer, and, therefore, binding on any Noteholder.

2 **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

2.1.1 In these Rules, the terms set out below have the following meanings:

“**Chairman**” means, in relation to a Meeting, the individual who takes the chair in accordance with Article 8 (*Chairman of the Meeting*) of the Rules.

“**Conditions**” means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions herein contained.

“**Holder**” in respect of a Note means the ultimate owner of such Note.

“**Meeting**” means a meeting of Noteholders whether originally convened or resumed following an adjournment.

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

“**Monte Titoli Account Holder**” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli (*as intermediari aderenti*) in accordance with articles 83-bis *et seq.* of the Financial Laws Consolidation Act.

“**Proxy**” means a person appointed to vote under a Voting Certificate as a proxy or in a separate document.

“**Resolution**” means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in the Rules by a majority of the votes cast.

“**Voter**” means, in relation to any Meeting, the Holder or a Proxy identified under a Voting Certificate.

“**Voting Certificate**” means, in relation to any Meeting, a certificate detailing the ownership of the Notes released in accordance with the position of the regulation issued jointly by the Bank of Italy and CONSOB on August 13, 2018 (*Disciplina delle controparti centrali, dei depositari centrali e delle attività di gestione accentrata*), as amended from time to time.

“**Written Resolution**” means a resolution in writing signed by or on behalf of all Noteholders holding at least 50.01% (fifty point one per cent.) of the Principal Amount Outstanding of the Notes, who at any relevant time are entitled to participate in a Meeting in accordance with the provisions of these Rules, 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.

“**24 hours**” means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Paying Agent has its Specified Office.

“**48 hours**” means 2 consecutive periods of 24 hours.

- 2.1.2 Unless otherwise provided in these Rules, or the context requires otherwise, words and expressions used in the Rules shall have the meanings and the constructions ascribed to them in the Terms and Conditions of the Notes.

2.2 Interpretation

- 2.2.1 Any reference herein to an “**Article**” shall, except where expressly provided to the contrary, be a reference to an article of these Rules.

3 PURPOSE OF THE ORGANISATION

- 3.1 Each Noteholder is a member of the Organisation of the Noteholders.
- 3.2 The purpose of the Organisation of the Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, to take any action necessary or desirable to protect the interest of the Noteholders.

TITLE II

MEETINGS OF THE NOTEHOLDERS

4 VOTING CERTIFICATES

4.1 Issue

So long as the Notes will be cleared with Monte Titoli, a Noteholder may obtain a Voting Certificate in respect of a Meeting by requesting its Monte Titoli Account Holder to issue a certificate in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on August 13, 2018, (*Disciplina delle controparti centrali, dei depositari centrali e delle attività di gestione accentrata*) as amended from time to time.

4.2 Expiry of validity

A Voting Certificate shall be valid until the date specified therein or as otherwise provided by the applicable laws and regulations.

4.3 Deemed holder

So long as a Voting Certificate is valid, the party named therein as Holder, shall be deemed to be the Holder of the Notes to which it refers for all purposes in connection with the Meeting to which such Voting Certificate relates.

4.4 Mutually exclusive

A Voting Certificate cannot be outstanding simultaneously in respect of the same Note.

5 VALIDITY OF VOTING CERTIFICATES

A Voting Certificate shall be valid in accordance with the applicable laws and regulations.

6 CONVENING A MEETING

6.1 Convening a Meeting

The Issuer (a) may convene Meetings of the Noteholders at any time and (b) shall convene Meetings of the Noteholders within 15 (fifteen) Business Days from the written request from any Noteholder.

6.2 Time and place of Meetings

Every Meeting will be held at the registered office of the Issuer (or any other place approved by the Noteholders prior to the convening of the relevant Meeting) on a date and at a time by the Issuer or via audio-conference or tele-conference pursuant to Article 6.4.

6.3 Meeting by audio-conference or tele-conference

Meetings may be held where the attendees are located at different places connected by audio-conference or videoconference, provided that:

- a) the Chairman may, also through its chairman office, ascertain the identity and legitimacy of those present, monitor the meeting, acknowledge and announce the outcome of the voting process;
- b) the person drawing up the minutes may hear well the meeting events being the subject-matter of the minutes;
- c) each attending person may follow and intervene in the discussions and vote the items on the agenda in real time; and
- d) the Meeting being deemed to take place where the Chairman and the person drawing up the minutes will be.

7 NOTICE

7.1 Notice of meeting

At least 7 (seven) days' notice (exclusive of the day notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place of the Meeting, must be given to the Noteholders.

7.2 Content of notice

The notice shall set out the full text or the nature of any resolution to be proposed at the Meeting and shall state that Voting Certificate for the purpose of such Meeting may be obtained from a Monte Titoli Account Holder in accordance with the provisions of the regulation issued jointly by the Bank of Italy and CONSOB on August 13, 2018 (*Disciplina delle controparti centrali, dei depositari centrali e delle attività di gestione accentrata*), as amended from time to time and that for the purpose of obtaining Voting Certificates.

7.3 Validity notwithstanding lack of notice

A Meeting is valid notwithstanding that the formalities required by this Article 7 are not complied with if the Holders of the Notes constituting the Principal Amount Outstanding of all outstanding Notes are represented at such Meeting.

8 CHAIRMAN OF THE MEETING

8.1 Appointment of Chairman

An individual (who may, but need not be, a Noteholder), nominated by the Noteholder(s) hearing Notes with the highest, aggregate principal Amount Outstanding may take the chair at any Meeting, but if:

8.1.2 such Noteholder(s) fails to make a nomination; or

8.1.3 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 elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

8.2 Duties of Chairman

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate, and defines the terms for voting.

8.3 Assistance to Chairman

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

9 QUORUM

The quorum at any Meeting will be one or more persons holding or representing at least 50.01% (fifty point one per cent.) of the Principal Amount Outstanding of the Notes.

10 **ADJOURNMENT FOR WANT OF QUORUM**

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

10.2 if such Meeting was requested by Noteholders, the Meeting shall be dissolved; and

10.3 in any other case, the Meeting (unless the Issuer and the Representative of the Noteholders otherwise agree) shall, subject to paragraphs 10.3 and 10.4 below, be adjourned to a new date no earlier than 7 days and no later than 30 days after the original date of such Meeting, and to such place as the Chairman determines with the approval of the Noteholders provided that:

10.4 no Meeting may be adjourned more than once for want of a quorum; and

10.5 the Meeting shall be dissolved if the Issuer and the Noteholders together so decide.

11 **ADJOURNED MEETING**

Except as provided in Article 10 (*Adjournment for want of quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place. No business shall be transacted at any adjourned Meeting except business which might have been transacted at the Meeting from which the adjournment took place.

12 **NOTICE FOLLOWING ADJOURNMENT**

12.1 **Notice required**

Article 7 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a quorum except that:

12.1.2 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

12.1.3 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

12.2 **Notice not required**

It shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 10 (*Adjournment for want of quorum*).

13 **PARTICIPATION**

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

1.4 13.1 Voters;

1.5 13.2 the directors and the auditors of the Issuer;

1.6 13.3 the representative(s) of any Noteholder;

1.7 13.4 financial advisers to the Issuer and any Noteholder;

1.8 13.5 legal advisers to the Issuer and any Noteholder;

1.9 13.6 any other person authorised by any Noteholder.

14 **VOTING BY SHOW OF HANDS**

1.10 14.1 Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands.

1.11 14.2 Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed or passed by a particular majority or rejected, or rejected by a particular majority, shall be conclusive without proof of the number of votes cast for, or against, the resolution.

15 **VOTING BY POLL**

15.1 **Demand for a poll**

A demand for a poll shall be valid if it is made by the Chairman, the Issuer or any Noteholder. A poll may be taken immediately or after such adjournment as is decided by the Chairman but any poll demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business.

15.2 **The Chairman and a poll**

The Chairman sets the conditions for the voting, 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 terms specified by the Chairman shall be null. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

16 **VOTES**

16.1 **Voting**

Each Voter shall have, both on a show of hands and on a poll, one vote for each €1,000 in aggregate face amount of outstanding Notes represented or held by the relevant Voter.

16.2 **Voting tie**

In the case of a voting tie, the relevant resolution shall be deemed to have been rejected.

17 **VOTING BY PROXY**

17.1 **Validity**

Unless revoked, the appointment of a Proxy under a Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment.

18 **EFFECT OF RESOLUTIONS**

18.1 **Binding Nature**

Any resolution passed at a Meeting of the Noteholders duly convened and held in accordance with the Rules shall be binding upon all Noteholders, whether or not present at such Meeting and whether or not voting.

18.2 **Notice of Voting Results**

Notice of the results of every vote on a Resolution duly considered by Noteholders shall be published (at the cost of the Issuer) in accordance with the Conditions.

19 **CHALLENGE TO RESOLUTIONS**

Any absent or dissenting Noteholder has the right to challenge Resolutions which are not passed in compliance with the provisions of the Rules.

20 **MINUTES**

Minutes shall be made of all resolutions and proceedings of each Meeting. The minutes shall be signed by the Chairman and shall be *prima facie* evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted at such Meeting shall be regarded as having been duly passed and transacted. The minutes shall be recorded in the minute book of Meetings of Noteholders maintained by the Issuer (or the Corporate Servicer on behalf of the Issuer).

21 **WRITTEN RESOLUTION**

A Written Resolution shall take effect as if it were a Resolution.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

22 **APPOINTMENT**

22.1 **Appointment**

The Noteholders may by Resolution appoint a Representative.

TITLE IV

GOVERNING LAW AND JURISDICTION

23 **GOVERNING LAW**

The Notes (other than the rules governing the meetings of the Noteholders which shall be governed by English law) are governed by, and shall be construed in accordance with, Italian law.

24 **JURISDICTION**

The Courts of Milan will have exclusive jurisdiction to settle any disputes that may arise out of or in a connection with the Notes and the meeting of the Noteholders.